

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

Tuesday, April 20, 2021 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Joseph Gastineau, Revival Tabernacle Church, 2226 Jefferson Street.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
 - a. Approval of the Agenda
 - b. Approval of the Consent Agenda **(Items marked with an (*) are approved where this item is, unless otherwise removed)**
 1. * Acknowledge Receipt of March 25, 2021 Planning Commission Minutes.
 2. * Acknowledge Receipt of March 31, 2021 Board of Health Minutes.
 3. * Approval of April 6, 2021 City Council Minutes.
 4. * Acknowledge Receipt of March 3, 2021 Sidewalk Task Force Minutes.
 5. * Acknowledge Receipt of March 9, 2021 Tree Board Meeting Minutes.
6. * APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS:
 - a. Proclamation declaring April 20, 2021 as "Arbor Day" in the City of Bellevue. (Councilman Preister)
8. ORGANIZATIONAL MATTERS:
 - a. * Recommend reappointment of John Perrin and Leland Jacobson to the Citizens Complete Street Advisory Panel, for a four-year term ending April 2025 (Mayor)
9. APPROVED CITIZEN COMMUNICATION: None Received
10. LIQUOR LICENSES: None
11. ORDINANCES FOR ADOPTION (3rd reading):
 - a. Approve Ordinance No. 4029 to amend Article VI, Chapter 19 of the Bellevue Municipal Code by adding a new Section 19-83 regarding prohibition of engine braking. (Public Works Director)
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
 - a. Ordinance No. 4036: Request to rezone Lots 1 through 3, Old Orchard Place Replat 2, being a replat of Lots 15A, 15B, and 15C, Old Orchard Place, from AG and RE to RE and RG-50, for the purpose of existing residential development. Applicant: DWS Land Surveying. General location: 9100 S 13th Street. (Planning Manager)
 1. Approval of small subdivision plat Lots 1 through 3, Old Orchard Place Replat 2. **(No action taken at this meeting.)**
 2. Approval of waiver of Section 6-7 (8) of the Subdivision Regulations for flag lots. **(No action taken at this meeting.)**
 - b. Ordinance No. 4030: Amending Section 12-57 through 12-85, of the Municipal Code pertaining to Fireworks. (City Clerk)
 - c. Ordinance No. 4031: Ordinance pertaining to Adoption of the 2021 International Fire Code. (Chief Building Inspector)
 - d. Ordinance No. 4032: Ordinance pertaining to the adoption of the 2021 International Building Code, International Residential Code and the 2018 International Energy Conservation Code. (Chief Building Inspector)
 - e. Ordinance No. 4033: Ordinance pertaining to amendments of the 2021 International

Residential Code. (Chief Building Inspector)

f. Ordinance No. 4034: Ordinance pertaining to the adoption of the 2021 International Mechanical Code. (Chief Building Inspector)

g. Ordinance No. 4035: Ordinance pertaining to the adoption of the 2021 Uniform Plumbing Code; Uniform Swimming Pool, Spa and Hot Tub Code and the 2021 International Fuel Gas Code. (Chief Building Inspector)

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

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: None

15. RESOLUTIONS:

a. Resolution No. 2021-11: A resolution ratifying all actions taken by the City Council during virtual meetings. (Legal)

16. CURRENT BUSINESS:

a. Approve and authorize the Mayor to sign the CDBG-CV Round 3 Subrecipient Agreement with the Bellevue Public School Foundation for the COVID-19 PPE Emergency Assistance, in an amount not to exceed \$8,904.00. (CDBG Program Specialist / Finance Director)

b. Approve and authorize the Mayor to sign the CDBG-CV Round 3 Subrecipient Agreement with All Communities Outreach Services for the COVID-19 Companionship and Outreach Assistance, in an amount not to exceed \$29,907.00. (CDBG Program Specialist / Finance Director)

c. Approve & authorize the Mayor to sign the agreement with DIY Holding Company, LLC for the 2021 Concrete Pavement Rehab Project, in an amount not to exceed \$396,818.00, plus a 10% contingency of \$39,681.80, for a total project cost of \$436,499.80. (Public Works Director)

d. Approve and authorize the Mayor to sign the Professional Engineering Services Agreement with Jacobs Engineering Group Inc. for the seven sites in the Storm Drainage Improvement Project, in an amount not to exceed \$241,757.00. (Public Works Director)

e. Approve and authorize the Mayor to sign the Professional Services Agreement with Alfred Benesch & Company for the Municipal Separate Storm Sewer System (MS4) Annual Reporting, in an amount not to exceed \$17,880.00. (Public Works Director)

f. +++ Approve and authorize the Mayor to sign the Lease Agreement Addendum with the DMV located at 14402 Harlan Lewis Road, extending the terms for one year with an expiration date of April 30, 2022. (City Administrator)

g. Recommendation to approve a Special Fireworks Application for Twisted Thunder Fireworks to provide a Special Fireworks Display for the Schankenberg wedding, at the View, 1102 Country Club Ct., on 05/21/21 at dusk for approximately 5 minutes. (City Clerk)

h. Approve and authorize the Mayor to sign the Purchase and Sale Agreement conveying 13407 Spencer Circle, which city acquired upon annexation, to Aimee and Brant Hill, in the amount of \$32,000.00. (Administration)

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 - April report will be attached to May 4th Council packet).**

18. CLOSED SESSION:

19. ADJOURNMENT

MINUTE RECORD

Bellevue Planning Commission Meeting, March 25, 2021 Page 1

Pursuant to the Governor's Executive Order 20-36, on Thursday March 25, 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 and Perrin. Absent was 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 also given to the Chairperson and members prior to the meeting. These minutes were written and available for public inspection within ten days of the meeting.

Ritz announced the Open Meetings Act pursuant to the Governor's Executive Order 20-36, and said the 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 join using Facebook live via the City of Bellevue's Facebook page.

Motion was made by Cutsforth, seconded by Ackley, to approve the minutes of the February 25, 2021 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 advised there were updates. She stated the Commissioners were forwarded two letters of opposition and information from the applicant in regards to agenda item 3.a.

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

Ritz explained the public hearing procedures.

PUBLIC HEARING was held on a request to rezone Tax Lots 6A1A and 9A4A1, east of right-of-way, located in the Southwest ¼ of Section 26, T14N, R13E, of the 6th P.M., 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 would let the applicant update the commissioners.

Fisher Easterling, 955 E Main Street, Ste. E, Lexington, SC was present on behalf of the applicant. Fisher stated his role for i3, LLC is capital investments. He stated they have collaborated with Broadstep, a group home facility which is backed by a private equity group call Bain Capital. Easterling stated Broadstep is a group home for adolescent children with development disabilities. He stated these children do not typically fit into foster home care. Easterling said the facility has multiple arenas such as therapy, recreation, and schooling, which provides all of the areas needed for the children. He said Broadstep feels the Chateau Drive location has a great floor plan, and renovations of the building would total approximately one point five million dollars. He stated this is a taxable business that would bring approximately fifty jobs to the area. Easterling stated some of the jobs being created would be in nursing, psychiatry, and educational professions, which would also grow the tax base for Bellevue. He stated other possible development for this property would not bring the number of jobs or tax base for redevelopment this group home would. Easterling stated they tried to keep the commercial corridor by proposing a commercial lot in front of the existing building but could not due to a large 180-foot utility easement.

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

Hankins stated for the record he is a realtor with Keller-Williams and he spoke to another realtor, Brent Edgerton, who provided more information on this project. He stated he has changed his opinion after hearing Broadstep is not a non-profit organization.

Casey asked Easterling how many residents would be housed in the facility. Easterling stated roughly fifty to sixty-four residents. Casey asked if the residents would reside at the facility. Easterling stated yes they would reside at the facility. Casey asked if the i3, LLC had other facilities that were located in business districts. Easterling stated in Summerville, SC there is a facility in a commercially zoned district. Discussion ensued regarding commercial and residential zoning. Casey asked if a commercial business on the lot frontage was off the table. Easterling stated it is for now because of the large utility easement on the property frontage. He stated he would like to try to split the lot and keep the commercial zoning on the front of the lot but it will take some time to figure out.

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Bellevue Planning Commission Meeting, March 25, 2021, Page 2

Ackley asked Easterling if it would be possible to find a more suitable location and build a new building. Easterling stated this building works well because it has existing ADA (American Disability Act) requirements and access to a commercial kitchen so redevelopment of this facility is more economical.

Cain stated she believes it is a terrible location to take care of adolescents with disabilities and behavioral issues. Cain asked what types of programs are proposed for these individuals. Easterling stated programming would include a therapist working one-on-one with these children, classrooms, and indoor and outdoor recreation areas. Cain asked what curriculum would be followed in the classrooms. Easterling said curriculums would follow the state requirements. Cain asked if the residents would be allowed out of the facility without supervision and allowed to participate in outside sports. Easterling stated these children are between the ages of nine and seventeen years old and would be allowed out in the community as a group but would be supervised. Cain asked if the applicant had any meetings with the area business owners. Easterling stated he had not.

Ritz asked Easterling if this was a secure facility. Easterling stated it was.

Ritz asked staff if the property were rezoned residential would the applicant be able to conduct commercial activities on the site. Palm stated it would preclude commercial uses. Palm stated if it were rezoned it would allow the group care facility and any use accessory to that zone; however, if the applicant were to pursue any additional commercial development, it would have to be a separate request. Discussion ensued regarding accessory uses.

Ritz stated this service is needed and hoped a location more suitable with the Future Land Use Map could be found. Discussion ensued regarding cost of renovations and length of the lease. Easterling explained the basic floor plan of the proposed renovations.

Cutsforth asked if renovations would include sidewalks along Harvell Drive. Easterling stated sidewalks had not been discussed. He stated the outside renovation would be for recreation areas and making the location secure. Cutsforth asked if Broadstep had considered other properties in the Bellevue area. Easterling stated they had looked at the market but decided on this location. Cutsforth asked if Easterling worked with Brent Edgerton. Easterling stated he did. Cutsforth stated Edgerton had contacted several of the Commissioners and had also contacted her employer and colleagues to get in touch with her. She stated she felt this was very inappropriate. Cutsforth stated Edgerton left a message stating he wanted to provide her with contacts that were not submitted earlier in the project. Cutsforth asked Easterling if he was aware of the contacts since it should be a matter of public record. Easterling stated Edgerton was alluding to the project being a taxpayer entity rather than an entity that would not pay taxes. Cutsforth stated these services are needed, but this is a commercial corridor and hoped another location could be found that would keep the cost down and allow for redevelopment. Easterling stated he understood and they have worked hard to try to keep the commercial zoning on the frontage of the property but with the large easement that may not be possible.

Aerni asked if i3, LLC had other properties with Broadstep. Easterling stated there were other locations in South Carolina and Wisconsin. Aerni asked what the ideal location for Broadstep is. Easterling stated the ideal location must be secure and has to have the amenities the children need. He stated the commercial kitchen and ADA compliant restrooms are what drew them to this location. Discussion ensued regarding zoning districts with similar facilities.

Cutsforth asked staff if the rezoning was approved and Broadstep decided it needed to move to another location and the property becomes vacant, would single-family or two-family dwellings be allowed. Palm stated they would be allowed.

Casey stated he feels this is the correct place for this type of business. He stated he has done a lot of research and the majority of homeowners object to having a group home in their neighborhood. He said he feels there would be a lot of opposition to allowing a group home in a residential area. Casey stated Mr. Easterling has done a good job of sharing the business plan and the revenue and job benefits of the project.

Aerni stated he agreed with Mr. Casey and asked staff if there was a possibility of this project moving forward without changing the zoning. Palm stated in order for a group home to be in a BG (General Business District) the City Council would have to approve a text amendment. Discussion ensued regarding the timeline of a possible text amendment approval. Palm recommended the Commissioners vote on the request and let the discussion for a text amendment take place at the City Council meeting.

Ackley stated the apartments and townhomes in the area sent letters of opposition. He stated an

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Bellevue Planning Commission Meeting, March 25, 2021 Page 3

alternative would be a mixed use zoning of residential and commercial. He stated if Mr. Easterling's group could be successful with eliminating the easement there could be two separate uses on the property.

Ritz stated not following the Future Land Use Map sets a bad precedent. He stated the Commissioners should move forward with a vote on the request and let the City Council decide what would be the best course of action.

MOTION was made by Ackley, seconded by Cutsforth, to recommend DENIAL 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, of the 6th P.M., 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. DENIAL based upon the Future Land Use Map and Comprehensive Plan as well as the perceived negative impact to the surrounding areas. Upon roll call, Cain, Ritz, Ackley and Cutsforth voted yes, and Casey, Perrin, Aerni and Hankins voted no. MOTION failed.

Cain stated there had not been a discussion regarding the residents. She stated there is not enough free area for the residents. Cain stated she was upset Mr. Edgerton contacted the Commissioners because the code of ethics states discussions should not take place outside of a meeting. She stated the letters of opposition need to be considered and also the possibility of a more suitable location.

Hankins stated as a realtor he could not think of another 30,000 square foot building available in Bellevue for the applicant.

Aerni stated the challenge is finding another location in Bellevue that is not zoned commercially and would work for this project.

Easterling stated discussions with experts in the field and State agencies agree this location is a good location for the facility. Cain asked what groups support this location. Easterling stated he did not know the exact agencies. Discussion ensued regarding the recreational areas for the children.

Ritz stated the request is for rezoning and the Commissioners need to stay focused on that. He stated the residential zoning stays with the property and if it is vacated there would be residential zoning surrounded by a commercial corridor

Easterling stated as the potential owner of the property, the hope is for the group home to be in operation for twenty-five years, but if not it would not be feasible to build single-family dwellings on the property. He stated they would have to decide what to do with the property if that happens.

MOTION was made by Casey, seconded by Aerni, to recommend APPROVAL 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, of the 6th P.M., 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. APPROVAL based upon the negative impact to the surrounding areas. Upon roll call, Cain, Ritz, Ackley and Cutsforth voted no, and Casey, Perrin, Aerni and Hankins voted yes. MOTION failed.

This item will go to the PLANNING COMMISSION for PUBLIC HEARING ON April 22, 2021.

PUBLIC HEARING was held on a request to rezone Lots 1 through 3, Old Orchard Place Replat 2, being a replat of Lots 15A, 15B, and 15C, Old Orchard Place, from AG and RE to RE and RG-50, for the purpose of existing residential development; small subdivision plat Lots 1 through 3, Old Orchard Place Replat 2; and waiver of Section 6-7 (8), Subdivision Regulations, lot standards for flag lots. Applicant: DWS Land Surveying. General location: 9100 S 13th Street. Case #'s: Z-2102-01 and S-2101-01

Ritz asked staff if there were any updates. Palm stated the applicant, Mr. Whitfield, was unable to attend the hearing and the property owner is in poor health and also not able to attend. She stated on their behalf she would summarize the application. Palm stated there are three existing lots currently, and the proposal will bring two of the lots into conformance regarding setbacks and lot area. She said currently two of the lots are zoned AG (Agricultural District) and do not meet the minimum requirements to be zoned as such so they are legal non-conforming. Palm stated one of the lots has a smaller frontage than is recommended by the zoning, which is the reason for the waiver. She stated staff is recommending approval of the waiver, as the lot currently exists that way.

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Bellevue Planning Commission Meeting, March 25, 2021, Page 4

Bryan and Becky Dixon, 1306 Georgia Ave, Bellevue, NE, asked what type of houses would be constructed on the lots. Palm stated there would be no new development. She said the lots are currently being used as single-family residential lots with a number of accessory structures. Palm said there are three lots currently and there will continue to be three lots. She said the approval of the application would bring the existing lots into conformance with the Zoning Ordinance.

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

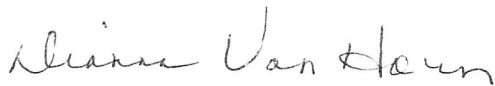
Ackley asked staff if the lot with the two houses would remain non-conforming. He said if a casualty of more than fifty percent happened on one of the houses they would not be able to rebuild the house. Palm stated that is correct they would have to meet current zoning to rebuild.

Ritz asked if all the lots would be legal conforming after the replat. Palm stated yes they would. She said currently the Zoning Ordinance allows for two houses on a lot as long as one of the homes is a guesthouse which cannot be rented or sold separately. Discussion ensued regarding accessory structures.

Motion was made by Ackley, seconded by Hankins, to recommend APPROVAL of a request to rezone Lots 1 through 3, Old Orchard Place Replat 2, being a replat of Lots 15A, 15B, and 15C, Old Orchard Place, from AG and RE to RE and RG-50, for the purpose of existing residential development; small subdivision plat Lots 1 through 3, Old Orchard Place Replat 2; and waiver of Section 6-7 (8), Subdivision Regulations, lot standards for flag lots. APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, Comprehensive Plan and a lack of negative perceived impact on the surrounding area. Applicant: DWS Land Surveying. General location: 9100 S 13th Street. Case #'s: Z-2102-01 and S-2101-01. Upon roll call all present voted yes. MOTION carried unanimously.

This item will proceed to CITY COUNCIL for PUBLIC HEARING ON April 20, 2021.

Meeting adjourned at 8:22 p.m.



Dianna Van Horn
Planning Secretary

MINUTE RECORD

4/20/2021

5b2.

Bellevue Board of Health, March 31, 2021, Page 1

A meeting of the Bellevue Board of Health was called to order by Mayor Rusty Hike in the City Council Chambers at the Bellevue City Hall at 3:30 p.m. on the 31st day of March. Board Members Ken Clary, Chief of Police, Paul Cook, Council President, Dr. Tony Yonkers, and Dr. Jeff Akerson were present. Also present were Jim Ristow, City Administrator, Bree Robbins, City Attorney, and Annie Mathews, Assistant City Attorney.

Notice of this meeting was given in advance thereof by posting in two public places and by publication in the Gretna Guide and News. All Board Members were notified of the meeting. The applicant received notification and the materials prior to the meeting. All proceedings shown were taken while the convened meeting was open to the public. The Board previously approved prior minutes via email. The minutes are accepted into the record.

Open Meetings Act

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

Appeal Decision of Nebraska Humane Society

Mayor Hike advised the Board of Health is meeting to hear and consider Mrs. Patricia Martinez's appeal of a Potentially Dangerous Dog (PDD) declaration on Bo made by the Nebraska Humane Society (NHS). All documents were provided to Ms. Martinez by the City Clerk prior to today's hearing.

Mayor Hike requested Mrs. Martinez to come forward to address the Board regarding the requirements.

Mrs. Patricia Martinez, 2810 Jackson Street, stated she requested the hearing to see if she could communicate with the pizza delivery person, "Rosemary", who said she was bitten by Bo. She advised she contacted every pizza restaurant, to speak with "Rosemary" to confirm Bo was the dog. All the restaurants she contacted explained they had no Rosemary working there. She stated on October 29th an officer came to her home and questioned her if Bo was outside. She stated he was outside and was sleeping on the couch in the back yard. She advised she clarified with her grandson who had been in the back yard if Bo had ever left the yard. He said he had not left the yard. She explained she received a ticket from the Nebraska Humane Society (NHS). She stated NHS quarantined Bo, but then came back the next day and stated they needed to take Bo. Mrs. Martinez mentioned the dog belongs to her granddaughter. She mentioned she has advised those who live in her house the dog does need to be restrained when he goes outside.

Mayor Hike questioned Mrs. Martinez if she has a fence. Mrs. Martinez stated she has a privacy fence. She mentioned there was an incident where a young man went into her back yard and hid from the police. The police broke down her gate to the fence and that is how Bo leaves the yard. She stated she could not get the wood to repair it because Menards had a wood shortage.

Mayor Hike clarified on the day of the last incident Bo was sleeping on the couch in the back yard, however he could get out if he wanted to. Mrs. Martinez replied yes.

Mrs. Martinez advised the members there is another Pit Bull in the area. There was an incident where that dog bit a little girl. The parents came to her home to confront her. Once she showed a picture of Bo, the girl said it was not the dog who bit her.

Mr. Steve Glandt, Vice President Field Operations Nebraska Humane Society, provided information regarding the October 29, 2000 incident. He advised NHS assisted the Bellevue Police Department with an aggressive loose dog in the area of 2800 Jackson Street. Animal Control Officer Carrera arrived on scene with Bellevue Police Officer Brom. Officer Brom advised the dog in question had been secured and put inside already. He advised there was a possible bite victim, but the victim was not currently on scene. Carrera briefly spoke with Mrs. Martinez who was aware that Bo was loose earlier. Mrs. Martinez advised the grandkid must have let Bo go outside without attaching him to the tether. Carrera and Officer Brom made contact with the victim, Michela Austin. Ms. Austin advised she was making a pizza delivery in the area and went to the wrong address. When she was getting back into her car, the white Pit Bull, identified as Bo, ran up to her. She was able to get into her car, but Bo jumped up and bit her through the open window. The bite marks were observed by the officer. They were assessed as Level 2, which are minor in nature. The victim mentioned a person came out and retrieved the dog.

Ms. Bree Robbins, City Attorney, requested clarification on the address the person came from that retrieved the dog. Mr. Glandt replied 2810 Jackson Street.

Mr. Glandt stated on November 3, 2020, Bellevue Police and NHS responded again to 2810 Jackson Street for Bo running loose again. The violation was witnessed again by Bellevue Police Officer Brom. He requested citations be issued. A second citation for restraint was issued. It was later discovered Bo was home on quarantine and was loose. Therefore, NHS had to go pick Bo up based on this violation. Bo had to finish rabies quarantine at NHS based on this violation.

Dr. Akerson questioned if a citizen called in a complaint on November 3rd. Mr. Glandt advised the police officer was driving his route and called NHS requesting assistance.

Mr. Glandt referenced to the November 3, 2020 incident. He advised Mrs. Martinez again stated the grandkids let Bo outside without snapping the tether or checking the side gate. A \$100 citation was issued. Mr. Glandt commented with any animal comes ownership responsibility. He advised there are four previous incidents dating back to 2018, with various dogs, owned by Mrs. Martinez. He appreciates her warnings other family members to make sure the dogs are secure and not let off the property. He mentioned he is concerned with the history of incidents. He advised when Mrs. Martinez's appeal was heard by NHS, the vote was unanimous to deny the appeal. The 24-month probation period requires Mrs. Martinez to abide by a list of requirements. The list includes mandatory classes for both Bo and Mrs. Martinez. The classes are set up to benefit both the dog and the owner. Bo would also need to be neutered and microchipped. If he gets loose during the probation period, then Mrs. Martinez could be deemed a Reckless Pet Owner.

Chief Ken Clary, Chief of Police, referred to the September 28, 2020 incident. He clarified the household received a warning in the mail regarding a white Pit Bull dog being loose. Mr. Glandt replied yes. Chief Clary referred to October 29, 2020, stating the owner was talked to and she stated the grandkids left the gate open. The Bellevue Police Officer arrived because the pizza delivery driver called in the address. The only question left is who retrieved the dog from the car of the pizza delivery driver. On November 3, 2020, the police officer notices the dog is loose again. Over a five-week period, a pattern was established that the dog was able to leave the yard and run loose.

Council President Paul Cook questioned Mr. Glandt on what his background is. Mr. Glandt stated he is a retired Captain from the Douglas County Sheriff's Department in charge of the criminal investigation's bureau. After he retired from the Sheriff's Department, he began his position at NHS as Vice President Field Operations Nebraska Humane Society. Mr. Cook explained he inquired what Mr. Glandt's background was to establish he has the knowledge and experience of reviewing reports.

Mayor Hike questioned what the dog's demeanor has been since he has been at NHS. Mr. Glandt stated he has not received any negative reports. He explained dogs' behaviors shouldn't be judged when they are in shelters due to the nature of the surroundings and circumstances. Mayor Hike questioned if he has any doubt that Bo is not the dog involved in the incident. Mr. Glandt replied he does not.

Council President Cook mentioned he drove by 2810 Jackson Street. The house is located a couple houses away from an elementary school and four houses away from a city park. It is concerning having numerous reports of dogs running loose anywhere in the city. However, it is concerning this dog is located so close to the school and the park. He noted on the south side of the house he saw the broken gate. Mrs. Martinez replied this is the side the police broke.

Chief Clary requested clarification the pizza delivery driver called the police with the address of 2810 Jackson Street. Mr. Glandt replied yes. Chief Clary clarified the bite marks on the victim were noticed by the Officer Brom. Mr. Glandt replied yes.

Ms. Robbins clarified the victim's name is Michela Austin as listed in the report with her phone number. Mr. Glandt replied correct. Ms. Robbins mentioned when Mrs. Martinez referred to Rosemary as the victim, that was not correct information and there is no victim named Rosemary. Mr. Glandt advised he is unaware who Rosemary is.

Ms. Robbins clarified Animal Control Officer Anthony Carrera #230 spoke to Mrs. Martinez who stated she was aware Bo was loose early in the same day. Mr. Glandt replied correct.

Ms. Robbins questioned if Mrs. Martinez has any other white Pit Bulls besides Bo. Mr. Glandt replied not that he is aware of.

Ms. Robbins advised the report indicates on March 3, 2020, NHS received a complaint of a white Pit Bull type dog and another dog constantly running loose and acting aggressively. She questioned if it is believed the dog was Bo based off the reports. Mr. Glandt replied yes.

Mayor Hike inquired what kind of citations are written for loose dogs. Mr. Glandt replied restraint violations are given and if three citations are received within 24 months then the owner could be deemed a Reckless Owner. If deemed a Reckless Owner, they would lose the dog and any animals for a period of 48 months.

Dr. Yonkers questioned how many dogs the applicant has. Mrs. Martinez replied three dogs. Dr. Yonkers questioned if they get out as well. Mrs. Martinez answered they have.

Mrs. Martinez provided a history of the dogs in her home. She explained the dogs belong to her grandchildren and her grandchildren live with her. She mentioned surrendering the dog, however she does not want to see him killed. She would like to rehome Bo and not have the PDD hanging on his head.

Ms. Robbins questioned if Mrs. Martinez were to surrender her dog today, would the dog still be labeled a Potentially Dangerous Dog. Would Bo still be adoptable at NHS. Mr. Glandt replied no because Bo has already been declared a PDD. He explained if the dog completes the two-year probation period the PDD declaration would go away and the dog would be adoptable then. The label follows the dog, not the owner.

Motion was made by Akerson, seconded by Clary, to affirm the decision of Nebraska Humane Society declaring Bo as a Potentially Dangerous Dogs. Roll call vote on the motion was as follows: Hike, Clary, Cook, Yonkers, and Akerson voted yes; voting no: none; absent: none. Motion carried.

ADJOURNMENT

There being no further business to come before the Board at this time, on motion by Cook, seconded by Hike, at 4:07 p.m., the meeting was adjourned.



Susan Kluthe
City Clerk

Rusty Hike
Mayor, Board of Health

MINUTE RECORD

Bellevue City Council Meeting, April 6, 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 6th day of April 2021, at 6:00 p.m.

Pursuant to the Governor's Executive Order 20-36 and 21-02, on Tuesday, April 6, 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 April 5, 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 Cook, seconded by Welch, to approve the agenda. Roll call vote on the motion was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Burns, seconded by Preister, to approve the consent agenda, consisting of the following items: Acknowledge Receipt of February 9, 2021 Tree Board Meeting Minutes; Approval of March 16, 2021 City Council Minutes; Recommendation to amend the September 1, 2020 Minutes to reflect correct language as stated and to approve September 1, 2020 Minutes as amended; Approval of Claims; Recommend appointment of Stephanie Hanson to the Citizens Complete Street Advisory Panel, replacing Mike Wagner and to serve a four-year term ending April 2025.

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

SPECIAL PRESENTATIONS:

Proclamation declaring April 22, 2021 as "Earth Day" in Bellevue, Nebraska. (Green Bellevue Committee)

Mayor Hike explained there is a video of the Earth Day Proclamation. However, due to technical difficulties the video did not play. During the presentation, Mayor Hike read the Proclamation proclaiming April 22, 2021 as "Earth Day." The video can be found the City of Bellevue's YouTube Channel.

Presentation on Bellevue Fire Cares Data by Dr. Eric Ernest, Fire Department Physician Medical Director. (Fire Department)

Dr. Ernest provided a brief presentation on the CARES (cardiac arrest registry) data.

ORGANIZATIONAL MATTERS: None

APPROVED CITIZEN COMMUNICATION: None

LIQUOR LICENSES: None

ORDINANCES FOR ADOPTION (Third Reading): None

ORDINANCES FOR PUBLIC HEARING (Second Reading):

Ordinance No. 4029: An ordinance to amend Article VI, Chapter 19, of the Bellevue Municipal Code by adding a new section 19-83 regarding prohibition of engine braking. (Public Works Director)

Ordinance No. 4029: An Ordinance to amend Article VI, Chapter 19, of the Bellevue Municipal Code by adding a new Section 19-83 regarding the prohibition of engine braking was read for the second time and

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Bellevue City Council Meeting, April 6, 2021, Page 2

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 April 20, 2021.

ORDINANCES FOR INTRODUCTION: (First Reading):

Ordinance No. 4030: Amending Section 12-57 through 12-85 of the Municipal Code pertaining to Fireworks. (City Clerk)

Ordinance No. 4030: An ordinance to amend Section 12-57 through 12-85, of the Bellevue Municipal Code pertaining to fireworks, to repeal all previous versions of the same; and to provide an effective date of this ordinance was read by title only for the first time and scheduled for a public hearing at the Council meeting on April 20th.

Ordinance No. 4031: Ordinance pertaining to Adoption of the 2021 International Fire Code. (Chief Building Inspector)

Ordinance No. 4031: An Ordinance to amend Sections 12-2, 12-36 through 12-170 of the Bellevue Municipal Code pertaining to the Bellevue Fire Prevention Code; to repeal Sections 12-2, 12-36 through 12-170 of the Bellevue City Code as heretofore existing; to provide for the publication of this ordinance in pamphlet form; and to provide for the effective date of this ordinance was read by title only for the first time and scheduled for a public hearing at the Council meeting on April 20th.

Ordinance No. 4032: Ordinance pertaining to the adoption of the 2021 International Building Code, International Residential Code and the 2018 International Energy Conservation Code. (Chief Building Inspector)

Ordinance No. 4032: An Ordinance to amend Sections 8-16 through 8-18 of Chapter 8 of the Bellevue City Code by adopting the 2021 Edition of the International Building Code with amendments and changes; to repeal Sections 8-16 through 8-18 of Chapter 8 of the Bellevue City Code as heretofore existing; to provide for the publication of this ordinance in pamphlet form; and to provide for the effective date of this ordinance was read by title only for the first time and scheduled for a public hearing at the Council meeting on April 20th.

Ordinance No. 4033: Ordinance pertaining to amendments of the 2021 International Residential Code. (Chief Building Inspector)

Ordinance No. 4033: An Ordinance to amend Section 8-18.6 of Chapter 8 of the Bellevue City Code pertaining to the amendments and changes to the International Residential Code, 2021 Edition, to repeal Section 8-18.6 of Chapter 8 of the Bellevue City Code as heretofore existing, to provide for the publication of this ordinance in pamphlet form; and to provide for the effective date of this ordinance was read by title only for the first time and scheduled for a public hearing at the Council meeting on April 20th.

Ordinance No. 4034: Ordinance pertaining to the adoption of the 2021 International Mechanical Code. (Chief Building Inspector)

Ordinance No. 4034: An Ordinance to amend Sections 27-196 through 27-196.1 of Chapter 27 of the Bellevue City Code by adopting the 2021 Edition of the International Mechanical Code; to repeal Sections 27-196 through 27-196.1 of the Bellevue City Code as heretofore existing; to provide for the publication of this ordinance in pamphlet form; and to provide for the effective date of this ordinance was read by title only for the first time and scheduled for a public hearing at the Council meeting on April 20th.

Ordinance No. 4035: Ordinance pertaining to the adoption of the 2021 Uniform Plumbing Code; Uniform Swimming Pool, Spa and Hot Tub Code and the 2021 International Fuel Gas Code. (Chief Building Inspector)

Ordinance No. 4035: An Ordinance to amend Sections 27-85 through 27-87 of Chapter 27 of The Bellevue City Code by adopting the 2021 Edition of the Uniform Plumbing Code; to amend Section 27-85.1 of the Bellevue City Code by adopting the 2021 Edition of the International Fuel Gas Code, to amend Section 27-86 of the Bellevue City Code by adopting the 2021 Edition of the Uniform Swimming Pool, Spa, and Hot Tub Code; to amend Section 27-87 of the Bellevue City Code pertaining to the amendments and changes to the newly adopted codes; to repeal Sections 27-85 through 27-87 of the Bellevue City Code as heretofore existing; to provide for the publication of this ordinance in pamphlet form; and to provide for the effective date of this ordinance was read by title only for the first time and scheduled for a public hearing at the Council meeting on April 20th.

Ordinance No. 4036: Request to rezone Lots 1 through 3, Old Orchard Place Replat 2, being a replat of Lots 15A, 15B, and 15C, Old Orchard Place, from AG and RE to RE and RG-50, for the purpose of existing residential development. Applicant: DWS Land Surveying. General location: 9100 S 13th Street. (Planning Manager)

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Bellevue City Council Meeting, April 6, 2021, Page 3

Ordinance No. 4036: 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 9100 South 13th Street, more particularly described in Section 1 of the Ordinance and to provide an effective date of this ordinance was read by title only for the first time and scheduled for a public hearing at the Council meeting on April 20th.

Ordinance No. 4037: An Ordinance to add new sections to Chapter 6 regarding leash and muzzle requirements for pit bull breeds, breed ambassadors, insurance, and the NHS annual reporting procedures. (Councilman Burns)

Ordinance No. 4037: An Ordinance to amend Article II, Chapter 6, of the Bellevue Municipal Code by adding a new Sections 6-24 through 6-27 regarding leash and muzzle requirements for pit bull breeds, breed ambassadors, proof insurance, animal control authority's annual reporting to City Council and to provide an effective date of this ordinance.

Motion made by Cook, seconded by Welch, to postpone the first reading until May 4th.

Councilman Preister questioned Councilman Burns if he is okay with postponing.

Councilman Burns responded he thinks he is okay with the request. However, he would like to hear the justification for delaying first reading to May 4th.

Council President Cook explained he would like to have Council Members meet with staff to discuss the proposed ordinance. He would like to research the current ordinances and meet with the Nebraska Humane Society. He explained he was not sure where this ordinance was coming from. This is a big issue and should be researched and discussed thoroughly.

Councilman Burns commented if this is postponed to May 4th, it will put the third reading out six weeks from May 4th. He explained from today, there would be six weeks before the third reading, and asked if that isn't sufficient time. This would allow time to do research, have the public hearing in two weeks, and third reading would be two weeks later to vote on the proposed ordinance.

Council President Cook advised he is a member of the Board of Health. The Board recently had a case involving an animal. The City already has an ordinance in place addressing these issues. He feels he would like to meet with staff and NHS and have discussion. He is unclear of the purpose or the reason for this proposed ordinance. No information was provided to the Council Members. He is requesting the postponement.

Councilman Preister suggested a compromise and suggested the first reading be postponed until April 20th.

Mayor Hike questioned if it could be postponed indefinitely. Ms. Bree Robbins, City Attorney, advised a date would need to be specified for postponement. Councilman Cook will need to withdrawal his original motion if he wants to change the date.

Councilwoman Welch commented she seconded the motion because it is a very important issue. The Council needs the time to research and make the right decisions. This is an important issue for the citizens of the community.

Mayor Hike advised he also serves on the Board of Health. He was surprised he had not heard of the proposed ordinance ahead of time. He stated it seems like a harsh ordinance. He encourages the City Council to give the ordinance more time. He is unclear where the language from the ordinance came from or if it was from another city.

Councilman Burns advised Mr. Ristow and the legal department were aware of the proposed ordinance and included in the emails. He stated he is okay with postponing the first reading to April 20th.

Council President Cook stated he does not want to change his motion. He wants the Council Members to meet with staff. He wants to get a history of calls from the Police Department and meet with NHS. This will take some time. He stated he is not trying to be stubborn or disrespectful to Councilman Burns. He wants to gather as much information on this item as possible.

Councilman McCaw stated he is in support of postponing until May 4th. He would appreciate the extra time to research the issue.

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.

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Bellevue City Council Meeting, April 6, 2021, Page 4

PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES: None

RESOLUTIONS:

Resolution No. 2021-10: Repealing the City's temporary pandemic sick leave policy. (HR Director)

Motion was made by Cook, seconded by Welch, to approve Resolution No. 2021-10: Repealing the City's temporary pandemic sick leave policy. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

CURRENT BUSINESS:

Approve and authorize the Mayor to sign the CDBG-CV Round 3 Subrecipient Agreement with the Housing Foundation for Sarpy County, in an amount not to exceed \$145,479.00. (CDBG Program Specialist/Finance Dept.)

Motion was made by Welch, seconded by Stinson, to approve and authorize the Mayor to sign the CDBG-CV Round 3 Subrecipient Agreement with the Housing Foundation for Sarpy County, in an amount not to exceed \$145,479.00. 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 the Architectural/Engineering Agreement with Leo A. Daly Company for the Bellevue Public Library Renovation and Addition Project, in a lump sum amount not to exceed \$410,928.00. (Public Works Director)

Motion was made by Stinson, seconded by Burns, to approve and authorize the Mayor to sign the Architectural/Engineering Agreement with Leo A. Daly Company for the Bellevue Public Library Renovation and Addition Project, in a lump sum amount not to exceed \$410,928.00. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Councilman Preister requested clarification if there are three different design options or if it has been narrowed down one. Mr. Ristow replied design Option 1 has been chosen. This design adds 300 square feet. The design includes a drive thru.

Councilwoman Welch questioned how long the project will take. Mr. Ristow commented it should be done next summer.

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 the Professional Engineering Agreement with HGM Associates Inc. for the east bank stabilization of Mud Creek under Cornhusker Road Bridge, in an amount not to exceed \$15,500.00. (Public Works Director)

Motion was made by Cook, seconded by Welch, to approve and authorize the Mayor to sign the Professional Engineering Agreement with HGM Associates Inc. for the east bank stabilization of Mud Creek under Cornhusker Road Bridge, in an amount not to exceed \$15,500.00. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Request approval to purchase two new Ford Utility Police Hybrids, not to exceed \$75,486.00. (Police Chief)

Motion was made by Burns, seconded by McCaw, to approve to purchase two new Ford Utility Police Hybrids, not to exceed \$75,486.00. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Request approval to purchase of QueTel Disposition Module hand-held scanner, in an amount not to exceed \$9,381.00. (Captain Melvin)

Motion was made by Welch, seconded by Burns, to approve purchase QueTel Disposition Module hand-held scanner, in an amount not to exceed \$9,381.00. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Request approval to purchase the WatchGuard (Motorola Solutions) video equipment, accessories, software, and storage services, in an amount not to exceed \$17,663.00. (Community Development Director)

Motion was made by Stinson, seconded by McCaw, to approve purchase the WatchGuard (Motorola Solutions) video equipment, accessories, software, and storage services, in an amount not to exceed \$17,663.00. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

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Bellevue City Council Meeting, April 6, 2021, Page 5

Request approval to purchase a current model year Freightliner M2 106 crane truck from Aspen Equipment Co., in an amount not to exceed \$136,167.00 [per Quote Number: City of Bellevue-98-PAL-44244-09-56-v1] (Public Work Director)

Motion was made by Welch, seconded by Cook, to purchase a current model year Freightliner M2 106 crane truck from Aspen Equipment Co., in an amount not to exceed \$136,167.00 [per Quote Number: City of Bellevue-98-PAL-44244-09-56-v1]. 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 the contract with Crow Lawn Care LLC for the Code Enforcement Mowing/Clean-Up/Snow Removal Project, in an amount not to exceed \$40,000.00. (Public Works Director)

Motion was made by Preister, seconded by Welch, to approve and authorize the Mayor to sign the contract with Crow Lawn Care LLC for the Code Enforcement Mowing/Clean-Up/Snow Removal Project, in an amount not to exceed \$40,000.00. 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 the Agreement with HDR Architecture, Inc. for a study and master plan update for the Fort Crook Road Redevelopment Project, in an amount not to exceed \$154,950.00. (Public Works Director)

Motion was made by Stinson, seconded by Preister, to approve and authorize the Mayor to sign the Agreement with HDR Architecture, Inc. for a study and master plan update for the Fort Crook Road Redevelopment Project, in an amount not to exceed \$154,950.00.

Councilman Preister requested Mr. Ristow provide an update on what conditions have changed in this new study. Mr. Ristow advised HDR did the original study approximately ten years ago. One of the key items in that study was the right-of-way issue. It would be an issue for the City to get control of the rights-of-way from NDOT. Over the course of a year, the City has been working with NDOT to get the rights-of-way defined and under control to determine what kind of development can take place. There are negotiations with the Army Corps of Engineers as well and NRD regarding their responsibilities of water ways. He advised discussions are occurring regarding the footprint of Fort Crook Road. Conversation ensued on this topic.

Mr. Doug Clark, Public Works Director, stated MAPA is delighted the City is looking at Fort Crook Road. They are offering roughly \$100,000.00 so Bellevue can be more connected to downtown Omaha.

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 a consent form for Crown Castle to sublease space on the tower at 2102 Betz Road. (Fire Chief)

Motion was made by Welch, seconded by McCaw, to approve and authorize the Mayor to sign a consent form for Crown Castle to sublease space on the tower at 2102 Betz Road. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Recommendation to approve Special Fireworks Application for Midwest Fireworks Wholesalers for a firework display at Bellevue East Prom on 05/15/2021 (Rain date 05/16/2021) at approximately 10:00 p.m. (City Clerk)

Motion was made by Welch, seconded by Burns, to approve Special Fireworks Application for Midwest Fireworks Wholesalers for a firework display at Bellevue East Prom on 05/15/2021 (Rain date 05/16/2021) at approximately 10:00 p.m. 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 - March report will be attached to the April 6th Council packet).

CLOSED SESSION: None

ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Burns, seconded by Welch, the meeting was adjourned at 7:06 p.m.

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

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Bellevue City Council Meeting, April 6, 2021, Page 6

Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on April 6, 2021; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Susan Kluthe, City Clerk

CITY OF BELLEVUE
SIDEWALK TASK FORCE MEETING #5
Meeting Minutes

A monthly regular sidewalk task force meeting of the City of Bellevue was called to order by Councilwoman Kathy Welch on the 3rd day of March, 2021, commencing at 2:00 p.m.

Attendees

Name, Title		
Kathy Welch, Council Member	Don Preister, Council Member	
Jim Ristow, City Administrator	Annie Matthew, Asst. City Atty	Mayor Rusty Hike
Paul Cook, Council Member	Dean Dunn, Public Works	Bree Robbins, City Attorney

Not Present/Excused: Joey Bockman, Code Enforcement
 Tammi Palm, Planning
 Ken Clary, Chief of Police
 Mike Christiansen, Permits

Approval of Minutes

Motion was made by Councilman Preister to approve minutes from sidewalk task force meeting held February 3, 2021. All attendees voted yes; voting no: none; absent: Joey Bockman, Tammi Palm, Ken Clary, Mike Christensen. Motion carried.

Discussion Topics

1. Survey to Residents

Councilwoman Welch led meeting with providing task force with a hard copy of the sample survey to be mailed to citizens. She requested that task force members review and email her within one week as to any proposed changes. Councilwoman Welch made comment that Councilman Cook has invested 20 hours drafting and formatting the survey. Councilwoman Welch thanked him for his hard work and dedication. Councilman Cook noted that Chief Clary also assisted and thanks should be extended to him as well. Further, Councilman Cook requested that all members review and provide any requested changes. Councilman Cook inquired with members if changes should be made to further define quadrant areas to assist in determining what areas the survey responses would be coming from. Discussion ensued between all members. Councilwoman Welch reminded members that the survey is anonymous and in the previous meeting it was agreed that the surveys would contain a "tag" or "code" at the bottom of the survey to make identifiable to define area in which the survey was received.

2. CDBG

Councilwoman Welch next began discussion regarding CDBG sidewalk funds. Councilwoman Welch advised that she spoke to Abby and there exists \$333,000 in funds with an additional \$150,000 being reallocated and available. Abby will be working closely with Public Works to develop the CDBG application on behalf of the City.

3. Survey Results

The question was presented that if the survey results that are received indicate that citizens do not desire sidewalks, will the project be discontinued. City Administrator Ristow and Mayor Hike both replied with “no” response. The task force will need to prioritize areas around schools, corners and parks.

City Attorney reminded members that the City does not have a right to unilaterally install sidewalks. If citizens are not agreeable to a sidewalk install, a sidewalk district must be created pursuant to statute. Councilwoman Welch emphasized that the survey needs to be sent and responses received in order to begin the discussion of a sidewalk district.

Councilman Preister next stated that he is still not clear as to City ordinances regarding sidewalks and how the City is in the position it is in now referencing sidewalks. Councilwoman Welch provided an example of her residence. Her house was built in 1958 in Sarpy County. Sometime after, her neighborhood was annexed and in 1968 the City split the cost of sidewalks and street being paved. Councilman Cook responded and indicated that there are number of factors, including annexation. The County ordinances do not mirror City ordinances. City Attorney also replied and advised that sidewalk waivers are a factor. Sidewalk waivers should be given only for reasons provided in the ordinance. Discussion continued regarding sidewalk waivers and issuance of same.

Councilwoman Welch continued the discussion and advised that a deadline to return the surveys should be included. After further discussion, it was agreed that the survey will include a seven (7) day deadline. Councilwoman Welch also inquired with City Administrator Ristow as to who would be responsible for sending the survey. Administrator Ristow responded that Tammi Palm will be responsible for sending the surveys.

4. Next Steps/Housekeeping Matters

Councilwoman Welch advised that next steps are to send surveys, receive and interpret results. Thereafter begin a priority list for CDBG grant funds. Councilwoman Welch further advised that she will be sending out email invites for next task force meeting.

Adjournment



City of Bellevue, Nebraska Tree Board March 9, 2021 Meeting Minutes

President, Joanne Langabee, called the March 9th, 2021 meeting to order. Present were: Jo Langabee, Scott Evans, Holly Hofreiter, Don Preister, Nancy Scott, Tom Mruz, Absent were Craig Kimball and Jim Shada (excused).

Jo reminded all to send Deborah their volunteer hours and miles for the records.

Jo asked about the February minutes: Don made a motion to approve them with Tom seconding the motion. All voted and the minutes were approved.

Park Report – Jim reported to Jo that no tree work had been done last month due to the heavy snow and its cleanup.

Old Business:

Washington Park carvings – Don reported that he had contacted the local Veterans and Firefighters about these and has not heard back from them. **Don** will follow-up with them and will contact Ben Justman, the Executive Director of the Sarpy County Museum, to help with this project.

Report on Invasive species actions – Nothing has been done at this time. We will try to concentrate on addressing the honeysuckle this year. Don reported that becoming a Bee City is not an issue as we follow the required protocols for proper invasive plant elimination. Nancy expressed concern about Bradford pear seedlings along 370. Is this within our city limits?

Bellevue 411 – articles were not written at this time.

Tree City USA grant – Jo should be hearing about the grant around the middle of March. If we receive the grant we will use the money for our Arbor Day plantings. Don mentioned he believes this will be the final year for the NRD to offer this grant. Don asked if there are other grants available that we can use for planting trees.

Winter Projects

Letterhead drawings status

Tree List – Holly is working on a flyer of trees to avoid planting. She asked Scott if he could provide photos, etc. to be used in the flyer. He said they could be downloaded

from the Extension platform. Holly will also scan some of our previous brochures to be used as handouts at our events. These could be available virtually.

Bellevue West pruning plans – **Tom** will try to reconnect with Baden (BWHS) and Carly (President of Ecology Club at Bellevue University) and set up a time for the pruning at Bellevue West High school. If it is to be held at the end of March he will contact us so we can attend if possible.

Notebook – Jo emailed all the documents to the Board members to be placed in a folder on our computers. She asked Don about including the EAB Guidelines that we had sent to the City in the past. It was agreed to include this and **Deborah** will search for the EAB Guidelines and email them to all if she locates them.

New Business

Arbor Day plans – A tentative date of May 1, 2021 at 9 am at Stonecroft Park was set for our annual Arbor Day tree planting. Jo will pick out the trees from either the Papio-Valley or Great Plains nurseries if we get the grant from the NRD.

Earth day plans – This year's virtual event will be a collaboration of Green Bellevue, Sarpy County, and Earth Day (Omaha). We need to submit videos, brochures, etc. to the Green Bellevue committee and they will upload our contributions to the event. Don said we need to have a point system for prizes. It was suggested we submit a video of the tree trimming at Bellevue West, mulching at Hero's Park, as well as raking the leaves off the beds in Gemini Park. Holly will register the Tree Board as an exhibitor. For contact it was suggested we use the Tree Board email that goes to Joanne. Holly requested we send any links to her for tree lists or the locations of lists for our exhibit. Nancy said we should include the Neb-Guide for which trees to plant and Scott said the NE Forest Service and ReTree Nebraska both had good hand-outs.

Monthly timeline with duties – **Deborah** read the duties for March and April and we are caught up on our suggested duties. **She** will add this item to the April agenda for us to decide which months we will need to meet this year.

Bee City USA status – Don reported that the City Council approved to have this pursued by Green Bellevue, Bellevue University, and Fontenelle Forest for Bellevue to be declared the first Bee City USA in Nebraska. The application has been sent and the groundwork is set for there to be pollinator -friendly beds planted on public grounds. Jo added that this designation will also coincide with our Tree City USA designation.

IA State Shade Tree Short Course – Deborah gave a brief synopsis of every day's lectures and expressed her gratitude to Scott for recommending the course. Holly agreed that planting trees in the wrong places is sad. She feels we need to educate the public on the proper methods. We should also consider planting a grove rather than a single tree in an area. Holly referred to the Tulip trees planted together in Heber Park and how they are thriving. Jo also attended some of the Tree City USA (as did Holly and Nancy) workshop and the Iowa State Shade Tree Short Course and that they both

offered excellent lessons. Jo liked that both emphasized tree inventories and will start measuring the DBH of the trees when inventorying them now. Jo brought up that not all the mower damage observed is mower damage but may be weather damage. We all recommend watching or re-watching some of the videos before the end of March. Look on the course website and use STSC2021 to watch the lectures again.

Scott will attend the Minnesota short course in April. Nancy was told we won't continue the tree inventory until May after the leaves emerge. We need to do the two new parks and to go around the City buildings to match the maps on the new app.

We then completed the Nebraska Forest Service Survey for Graham Herbst. Jo filled in the answers with Don's help. Nancy suggested we add that some of the trees that had to be cut down will be turned into sculpture. Our City email will be used for contact about this survey.

Scott moved and Holly seconded that we adjourn the meeting. All voted and it passed.

Respectfully submitted, Deborah Woracek, Secretary

Tentative agenda for April 13, 2021 meeting

Attendance

Volunteer Hours

Approve Minutes of March meeting

Park Report – Jim

Old Business

Washington Park carvings

Report on Invasive species actions

Bellevue 411 – articles

NRD Tree grant

Winter Projects

Letterhead drawings status

Tree List – Holly

Bellevue West pruning plans – Tom

New Business

Arbor and Earth Day plans:

Mulching Trees- Thurs., April 22nd, American Heroes Park, 6:00pm

Mulching Trees- Fri., April 23rd, American Heroes Park, 6:00pm

Tree Pruning- Sat., April 24th, Bellevue West High School, 9:00am

Clean-up Perennial Flower Beds- Wed., April 28th, Everett Park, 6:00pm

Arbor Day Tree Planting-Sat., May 1st, Stonecroft Park, 9:00am

Arbor Day Tree Planting- Wed., May 5th, American Heroes Park, 9:00am

Bee City USA status – Don
Monthly timeline with duties

MINUTE RECORD

CLAIMS FOR APRIL 20, 2021

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MAYOR

CENTURY LINK	MONTHLY SERVICE 2021/03/22-2021/04/21	11.32
OMAHA WORLD HERALD	RENEW YEARLY SUBSCRIPTION	400.40
U.S. CELLULAR	MONTHLY SERVICE 2021/03/04-2021/04/03	52.92
		<hr/>
		\$ 464.64

CITY ADMINISTRATOR

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/03/01-2021/03/31	141.82
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	65.50
CENTURY LINK	MONTHLY SERVICE 2021/03/22-2021/04/21	21.90
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2021	4,641.90
IDEAL PURE WATER COMPANY	WATER FOR COUNCIL & MAYORS OFFICE	83.85
U.S. CELLULAR	MONTHLY SERVICE 2021/03/04-2021/04/03	146.21
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	199.14
		<hr/>
		\$ 5,300.32

CITY COUNCIL

EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2021	814.39
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		\$ 814.39

LEGAL

CENTURY LINK	MONTHLY SERVICE 2021/03/22-2021/04/21	22.27
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2021	2,362.64
J P COOKE COMPANY	NAME PLATE-MATHEWS	24.70
MAGGIE FALCON	SUBPEONA FEE	24.75
RYAN KOBZA	SUBPEONA FEE	24.25
U.S. CELLULAR	MONTHLY SERVICE 2021/03/04-2021/04/03	90.85
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		\$ 2,549.46

CABLE ADVISORY

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/03/01-2021/03/31	120.55
CENTURY LINK	MONTHLY SERVICE 2021/03/22-2021/04/21	7.55
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2021	3,857.20
U.S. CELLULAR	MONTHLY SERVICE 2021/03/04-2021/04/03	49.92
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		\$ 4,035.22

CITY CLERK

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/03/01-2021/03/31	106.37
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	161.99
CENTURY LINK	MONTHLY SERVICE 2021/03/22-2021/04/21	11.32
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2021	2,362.64
GRETNA GUIDE & NEWS	LEGAL ADS	358.01
SOUTHEAST AREA CLERKS' ASSN	ANNUAL CLERK'S DUES	20.00
		<hr/>
		\$ 3,020.33

FINANCE/RISK MANAGEMENT

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/03/01-2021/03/31	184.37
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	79.03
CENTURY LINK	MONTHLY SERVICE 2021/03/22-2021/04/21	54.85
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2021	5,973.19
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
RED WING BUSINESS ADVANTAGE	SAFETY BOOTS-VICK	200.00
U.S. CELLULAR	MONTHLY SERVICE 2021/03/04-2021/04/03	54.96
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		\$ 6,576.40

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LIBRARY

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/03/01-2021/03/31	190.73
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	240.80
CENTURY LINK	MONTHLY SERVICE 2021/03/22-2021/04/21	37.73
DEMCO	OFFICE SUPPLIES	523.77
DILLONS CUSTOMER CHARGES	SUPPLIES	14.35
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2021	7,623.75
INDOFF	OFFICE SUPPLIES	633.22
INGRAM LIBRARY SERVICES	BOOKS	2,990.83
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	13.24
OCLC INC	MONTHLY CATALOGING 2021/04/01-2021/04/31	1,357.52
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/02/10-2021/03/24	1,475.50
OMAHA WORLD HERALD	RENEW YEARLY SUBSCRIPTION	674.75
PELLA PUBLIC LIBRARY	LOST BOOK	14.95
SCOTT WELCH	MONTHLY WEB HOSTING-APR 2021	125.00
STAPLES ADVANTAGE	OFFICE SUPPLIES	244.64
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		\$ 16,160.78

ADMINISTRATIVE SERVICES

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/03/01-2021/03/31	156.00
CENTURY LINK	MONTHLY SERVICE 2021/03/22-2021/04/21	52.74
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2021	13,872.96
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE 2021/03/1-03/31	69.97
MORROW AND ASSOCIATES	BPD HIRING FEES-2020	6,000.00
ONE SOURCE	BACKGROUND CHECKS	66.30
U.S. CELLULAR	MONTHLY SERVICE 2021/03/04-2021/04/03	82.26
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	2,077.88
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		\$ 22,408.11

CODE ENFORCEMENT

BELLEVUE PRINTING COMPANY	TOW NOTICES, FORMS	1,094.06
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/03/01-2021/03/31	35.78
CENTURY LINK	MONTHLY SERVICE 2021/03/22-2021/04/21	22.18
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2021	9,824.36
GALLO PROFESSIONAL POLYGRAPH SVCS	POLYGRAPH SERVICE	350.00
GRAPHIC DESIGNS INTERNATIONAL, LLC	GRAPHIC FOR CE5 VEHICLE	510.00
GRETNA GUIDE & NEWS	LEGAL AD	15.15
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE 2021/03/1-03/31	195.85
PAPILLION SANITATION	CODE DUMPSTER	358.47
U.S. CELLULAR	MONTHLY SERVICE 2021/03/04-2021/04/03	78.06
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	480.73
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		\$ 12,964.64

PUBLIC WORKS

A&D TECHNICAL SUPPLY CO	PLOTTER SUPPLIES	157.85
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/03/01-2021/03/31	60.39
CENTURY LINK	MONTHLY SERVICE 2021/03/22-2021/04/21	45.28
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2021	8,374.92
HGM ASSOCIATES INC	SURVEYING SVC-SHAMROCK PAINTING	389.98
KITCHEN SINK COMMUNICATIONS	CONSULTING FOR CHLORINE PLANT	1,000.00
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE 2021/03/1-03/31	185.20
MIDWEST PETROLEUM EQUIPMENT	REPAIR DIESEL PUMP AT SOUTH SHOP	617.50
NEBRASKA IOWA SUPPLY CO	FUEL FOR CITY TANKS	3,660.42
ONE CALL CONCEPTS	LOCATES-SID 177	892.50
U.S. CELLULAR	MONTHLY SERVICE 2021/03/04-2021/04/03	318.13
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	39.32
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		\$ 15,741.49

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PARKS

ALL-BRITE GLASS & SCREEN CO	REPAIR VEHICLE WINDOW LEAK	200.00
A-RELIEF SERVICES	PORTABLE RESTROOMS-CITY PARKS	634.00
ASP ENTERPRISES, INC	EROSION MATERIAL	259.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/03/01-2021/03/31	30.76
CENTURY LINK	MONTHLY SERVICE 2021/03/22-2021/04/21	33.96
CREATIVE SITES, LLC	DEPOSIT FOR COVERWORX SHELTER	9,900.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2021	8,089.18
HGM ASSOCIATES INC	PROGRESS BILLING-AMPHITHEATER TO 2021/03/15	2,107.28
MENARDS	LUMBER, CONCRETE MIX, CARRIAGE BOLTS, IMPACT DRIVER, ROUTERBIT	565.83
ODEYS FIELD EXPERTS	LINESTRIP PAINT WHITE	92.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/02/10-2021/03/24	2,226.40
SITEONE LANDSCAPE SUPPLY	TALL FESCUE SEED BLEND	1,419.60
U.S. CELLULAR	MONTHLY SERVICE 2021/03/04-2021/04/03	143.68
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	1,634.24
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
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		\$ 27,349.35

RECREATION

BELLEVUE EAST HIGH SCHOOL	REC PROGRAM STAFFING - YOUTH FOOTBALL & SOCCER	3,500.00
CENTURY LINK	MONTHLY SERVICE 2021/03/22-2021/04/21	47.67
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2021	2,109.96
MEGAN KITT	REFUND FLAG FOOTBALL	35.00
MIDWEST IMPRESSIONS	YOUTH SOCCER T-SHIRTS	1,290.60
RODERICK SHEARD	REFUND FOR SOCCER	35.00
U.S. CELLULAR	MONTHLY SERVICE 2021/03/04-2021/04/03	65.03
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	167.78
WESTLAKE ACE HARDWARE	HEDGE TRIMMER, SHEAR EDGER	119.98
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		\$ 7,371.02

BUILDING MAINTENANCE

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/03/01-2021/03/31	1,284.49
CENTURY LINK	MONTHLY SERVICE 2021/03/22-2021/04/21	3.77
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2021	8,258.48
FERGUSON ENTERPRISES INC #1657	PLUMBING SUPPLIES	45.24
IDEAL PURE WATER COMPANY	BOTTLED WATER	22.00
JACKSON SERVICES, INC	DOORMAT SERVICE-CITY BUILDINGS	101.40
KB BUILDING SERVICES	JANITORIAL SERVICES-APR 2021	10,973.50
MENARDS	PESTICIDE, DRILL BIT SET	125.85
MMC MECHANICAL CONTRACTORS, INC	CLEAN INTAKE FOR AHU ON ROOF	443.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/02/10-2021/03/24	1,139.69
OVERHEAD DOOR COMPANY	GARAGE DOOR REPAIR-FLEET	215.00
ROTO-ROOTER SERVICES CO	CLEAR KITCHEN PIPE-DIST 2	341.00
U.S. CELLULAR	MONTHLY SERVICE 2021/03/04-2021/04/03	26.01
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	410.73
WESTLAKE ACE HARDWARE	DUCT TAPE, BATTERIES	20.98
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		\$ 23,411.14

CEMETERY

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/03/01-2021/03/31	30.76
CENTURY LINK	MONTHLY SERVICE 2021/03/22-2021/04/21	3.77
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2021	1,506.62
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/02/10-2021/03/24	685.33
U.S. CELLULAR	MONTHLY SERVICE 2021/03/04-2021/04/03	49.92
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	232.61
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		\$ 2,509.01

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CLAIMS FOR APRIL 20, 2021

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STREETS

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/03/01-2021/03/31	798.95
CENTURY LINK	MONTHLY SERVICE 2021/03/22-2021/04/21	33.96
CONCRETE SUPPLY, INC	CONCRETE	1,331.88
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2021	39,206.79
HDS WHITE CAP CONSTRUCTION SUPPLY	STAKES, SHOVELS, BROOMS, FLOATS	1,013.45
INDEPENDENT SALT CO	ICE CONTROL SALT	11,659.10
K2 CONSTRUCTION	SO 25TH IMPROVEMENT TO 2021/02/21	16,524.41
LOGAN CONTRACTORS SUPPLY	OVERFOOT BOOTS, SPRAYER, STAKES, PAINT	1,353.85
MENARDS	TANK SPRAYER, NAILS	96.78
MICHAEL TODD & COMPANY	PARKING CURBS, BLADES, ENGINEERING FLAGS	1,516.07
MIDWEST RIGHT OF WAY SERVICES, INC	ROW ACQUISITION SERVICES #545	637.50
NEBRASKA DEPARTMENT OF TRANSPORTATION	36TH ST & SHERIDAN PROJECT	842,493.48
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/02/10-2021/03/24	13,959.63
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/02/25-2021/03/29	98,247.76
PRECISE MRM LLC	POOLED DATA PLAN	690.00
READY MIXED CONCRETE COMPANY	CONCRETE	4,683.35
STETSON BUILDERS PRODUCTS	KEYWAYS	480.00
TRAVELERS	AUTO LIABILITY CLAIMS	8,114.75
TY'S OUTDOOR POWER & SERVICE	LIABILITY CLAIM	3,086.76
U.S. CELLULAR	MONTHLY SERVICE 2021/03/04-2021/04/03	245.65
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	4,662.24
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
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		\$ 1,050,849.78

FLEET MAINTENANCE

911 CUSTOM, LLC	BLUE LED	86.26
AA WHEEL & TRUCK SUPPLY, INC	TOP WIND JACK, CABLE, GREASE SEAL, JUNCTION BOX, U-CHANNELS	293.39
ALLIED OIL & TIRE COMPANY	OIL	3,123.75
AUTO VALUE PARTS - SOUTH OMAHA	SMART SENSORS, CALIPERS, DISC BRAKES, WATER PUMP, FITTINGS, CRANKSHAFT	1,550.56
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS, PULLER LET SET, EXHAUST	574.81
BAUER BUILT	TIRES	1,019.02
BAXTER CHRYSLER DODGE JEEP	WHEEL NUTS, STRUT MOUNTS, INST CLUSTER	834.06
BAXTER FORD	SEAL RINGS	4.22
BEARDMORE CHEVROLET	HOUSING	60.71
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/03/01-2021/03/31	562.07
BOBCAT OF OMAHA	WIPER, WHEEL BOLTS, BRISTLES, BEARINGS, SEAT COVER, CUTTING EDGES	1,866.75
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	37.76
CENTURY LINK	MONTHLY SERVICE 2021/03/22-2021/04/21	26.41
COLLECTIVE DATA, INC	ANNUAL SUPPORT 2021/04/18-2022/04/17	9,030.00
CORNHUSKER INTERNATIONAL TRUCKS	TURBO HOSE, GASKET, REPAIR FOR LEAKS	424.89
DANKO EMERGENCY EQUIPMENT	EMERGENCY LIGHTS	184.52
DULTMEIER SALES LLC	POLY TANK, WATER HOSE, VALVE	511.45
EDS WIRE ROPE & RIGGING	CABLE AND CLIPS	71.34
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2021	19,510.81
FACTORY MOTOR PARTS CO	FILTER, VALVE COVER, ALTERNATOR, BATTERY	113.53
FARM PLAN	SEALANT, PISTON RINGS, BEARINGS	229.23
FLEET PRIDE	SEALS, SPOKES, BEARING CONES, FENDER	768.33
GRAINGER	SHELF BINS	93.12
HENDERSON PRODUCTS, INC	LIFT CYLINDER	308.89
INLAND TRUCK PARTS CO	BRAKE DRUM, BRAKE HOSE, TRUCK SHOE	866.25
INTERSTATE BATTERIES	BATTERIES	678.45

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FLEET MAINTENANCE (cont'd)

J & J SMALL ENGINE SERVICE	HYDRO FILTER, THROTTLE CABLE, OIL, RIM, NOTCHED BLADES	1,174.56
JIM HAWK TRUCK TRAILERS	BREAK AWAY KIT, RED PULLS FOR CPU	75.87
KRIHA FLUID POWER CO	PIPE SWIVEL ADAPTER, FITTINGS, HOSE	224.57
LOGAN CONTRACTORS SUPPLY	CREDIT-FILTER	(29.00)
MACQUEEN EQUIPMENT, LLC	TURBO HOSE	240.65
MATHESON TRI-GAS INC	WELDING SUPPLIES	76.20
MENARDS	FENDER WASHERS, PARTS, LUMBER, CLEANING SUPPLIES	464.01
NAPA AUTO PARTS	FILTERS, SPARK PLUGS, FUEL PUMP RELAY, GLOVES, VALVE	591.20
NEBRASKA IOWA INDUSTRIAL FASTENERS	FENDER WASHERS, SCREWS, HEAT SHRINK, DRILL BITS	1,021.03
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/02/10-2021/03/24	1,185.74
P&M HARDWARE	SEALS, TIRE AND WHEEL	292.77
POWERPLAN	HYD CYLINDER,O-RINGS, WASHERS, BUSHINGS, SEALS, FITTINGS, JUMPER, WIPER MOTOR	4,591.36
STATE STEEL	STEEL FOR ST39, ST360 AND ST10	1,953.33
TERMINAL SUPPLY CO	ELEC CONNECTORS	92.68
TOYNE, INC	UTILITY STRAPS, FOOTMANS LOOP	463.89
U.S. CELLULAR	MONTHLY SERVICE 2021/03/04-2021/04/03	111.95
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	681.30
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	77.40
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		\$ 56,120.09

SOLID WASTE

PAPILLION SANITATION	TRASH HAULING FEES-MAR 2021	302,706.81
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		\$ 302,706.81

PLANNING

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/03/01-2021/03/31	54.35
CENTURY LINK	MONTHLY SERVICE 2021/03/22-2021/04/21	11.32
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2021	4,286.59
GRETNA GUIDE & NEWS	LEGAL AD	47.51
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	132.39
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		\$ 4,532.16

PERMITS & INSPECTIONS

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/03/01-2021/03/31	72.47
CENTURY LINK	MONTHLY SERVICE 2021/03/22-2021/04/21	18.87
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2021	11,187.04
INDOFF	COPIER PAPER	75.00
INTERNATIONAL CODE COUNCIL, INC	CODE BOOKS	2,137.46
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	605.42
U.S. CELLULAR	MONTHLY SERVICE 2021/03/04-2021/04/03	276.63
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	1,015.66
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		\$ 15,388.55

POLICE

ALL MAKES OFFICE EQUIPMENT CO	NEW OFFICE FURNITURE-FINAL	1,623.88
A-RELIEF SERVICES	PORTABLE RESTROOM-GUN RANGE	126.00
BENEFIT PLANS	POLICE PENSION PLAN-APR 2021-MD, JG, MG	8,817.56
BIG RED LOCKSMITHS	PICK LOCK ON SAFE	65.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/03/01-2021/03/31	1,286.73
CAPITAL BUSINESS SYSTEMS, INC	STAPLES FOR COPIER	86.32
CENTURY LINK	MONTHLY SERVICE 2021/03/22-2021/04/21	323.33
CHRISTOPHER LEWIS ABBOTT	REIMB PER DIEM FOR HONOR GUARD DUTY	118.50
CORNHUSKER AUTO WASH	VEHICLE INTERIOR DETAILING	75.00

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POLICE (cont'd)

CULLIGAN OF OMAHA	BOTTLED WATER	275.80
ECHO GROUP, INC	KEYLESS SOCKET, BALLAST	130.38
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2021	130,194.32
GOVDIRECT, INC	TOUGHBOOK AND MOUNTING HARDWARE	3,745.13
GRAPHIC DESIGNS INTERNATIONAL, LLC	GRAPHICS FOR UNIT 702	871.21
INDOFF	OFFICE SUPPLIES	937.50
INFOSAFE SHREDDING	SHREDDING SERVICE	210.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	113.84
LENS EQUIPMENT	GPS TRACKING	998.00
LINDSEY BETSWORTH	REIMB PER DIEM FOR HONOR GUARD DUTY	76.50
LP POLICE	MONTHLY LOCATE PLAN-MAR 2021	129.95
L-TRON CORP	BARCODE SCANNING	1,427.00
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE 2021/03/1-03/31	434.79
METAL LOGOS	DOOR SIGNS FOR NEW OFFICES	156.24
NEBRASKA STATE PATROL	2021 TRACS USER FEES	3,525.00
NEBRASKA STATE PATROL	2021 MACH LICENSE	2,400.00
STREICHER'S INC	BALLISTIC VESTS FOR SWAT	2,178.80
SUNSET LAW ENFORCEMENT, LTD	AMMO FOR LUGER	4,998.00
TITANIUM FIRE SPRINKLER COMPANY	RELOCATE FIRE SPRINKLER	895.00
TRI-TECH FORENSICS, INC	EVIDENCE SUPPLIES	194.50
U.S. CELLULAR	MONTHLY SERVICE 2021/03/04-2021/04/03	3,952.85
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	12,427.24
VERIZON WIRELESS	MONTHLY CHARGE	973.11
WATCHGUARD VIDEO	WEARABLE CAMERA	480.00
ZACH STALDER	REIMB PER DIEM FOR TRAINING	178.50
		\$ 184,425.98

FIRE & RESCUE

AIRGAS USA, LLC	OXYGEN	401.15
BIG RED LOCKSMITHS	NARC SAFE LOCK REPAIR	190.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/03/01-2021/03/31	790.20
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	3,628.38
CENTURY LINK	MONTHLY SERVICE 2021/03/22-2021/04/21	96.18
DPS, LLC	TRAINING SITE PAVEMENT REPLACEMENT	54,902.21
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2021	81,621.33
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	268.13
MATHESON TRI-GAS INC	METHANE	38.06
MENARDS	SUPPLIES, HOSE, NOZZLES	199.09
NEBRASKA MUNICIPAL FIRE CHIEF'S ASSOCIATION	ANNUAL NFPA DUES AND MEMBERSHIP 2021-2022	387.50
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/02/10-2021/03/24	5,546.32
SANDRY FIRE SUPPLY, LLC	PPE FOR ASST CHIEF	2,514.50
U.S. CELLULAR	MONTHLY SERVICE 2021/03/04-2021/04/03	840.51
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	7,146.07
ZIRMED, INC	MONTHLY PROF CLAIMS MGT FEE	136.71
ZOLL DATA SYSTEMS INC	MONTHLY BILLING 2021/04/01-04/30	1,105.00
ZOLL MEDICAL CORPORATION	MEDICAL SUPPLIES	924.00
		\$ 160,735.34

NON-DEPARTMENTAL/CONTRACTS

BKD & ASSOCIATES, LLP	2020 AUDIT PROGRESS BILLING #4-FINAL, ANNEXATION WORK-FINAL	28,000.00
CENTURY LINK	MONTHLY SERVICE 2021/02/20-2021/03/19	604.37
CENTURY LINK	MONTHLY SERVICE 2021/03/22-2021/04/21	178.95
HEARTLAND MARKETING & COMMUNICATIONS, INC	2021 ANNUAL REPORT POSTAGE	5,027.58
LOCKTON COMPANIES, LLC	APR 2021 WELLNESS CONSULTING FEE	1,815.00
PM AM CORPORATION	ALARM FEES-MAR 2021	2,385.00
SARPY COUNTY COURT HOUSE	ANIMAL CONTROL-MAY 2021	13,452.93
		\$ 51,463.83

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INFORMATION TECHNOLOGY

CORE TECHNOLOGIES, INC	BILLABLE TIME-UC ADMIN	60.75
MILLER DISTRIBUTORS, INC	BATTERIES	511.07
MOTOROLA SOLUTIONS, INC	RADIO MAINTENANCE	955.28
ONE CALL CONCEPTS	LOCATES-MAR 2021	10.38
TJ CABLE	LOCATES-MAR 2021	300.00
U.S. CELLULAR	MONTHLY SERVICE 2021/03/04-2021/04/03	40.29
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		\$ 1,877.77

WASTEWATER

CENTURY LINK	MONTHLY SERVICE 2021/03/22-2021/04/21	556.28
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-APR 2021	11,756.97
FRASER STRYKER PC LLC	PROF SVC-WASTEWATER AGENCY	2,019.00
HDR ENGINEERING, INC	SOUTH LIFT STATION 2021/02/28-2021/03/27	10,423.07
J & J SMALL ENGINE SERVICE	SNOW BLOWER	547.16
MENARDS	RIVETS, BATTERIES	85.93
NAPA AUTO PARTS	FILTER, BATTERY, OIL	93.34
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/02/10-2021/03/24	3,086.35
RJN GROUP INC	WHITE CREEK BASIN THRU 2021/03/26	2,120.00
U.S. CELLULAR	MONTHLY SERVICE 2021/03/04-2021/04/03	459.09
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	1,603.09
		<hr/>
		\$ 32,750.28

COMMUNITY BETTERMENT

OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE TO 2021/03/25	99.72
		<hr/>
		\$ 99.72

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CDBG EXPENSE-2021/03/29-2021/04/03	778.66
		<hr/>
		\$ 778.66

FEDERAL FORFEITURES

VERIZON WIRELESS	MONTHLY CELLULAR SERVICE	366.11
		<hr/>
		\$ 366.11

G.O. BONDS

AMERICAN NATIONAL BANK	OUTGOING WIRE FEE	15.00
UMB BANK - TRUST OPERATIONS	UMB PAYING AGENT FEE	775.83
		<hr/>
		\$ 790.83

TOTAL CLAIMS FOR APR 20, 2021	\$	2,013,562.21
--------------------------------------	-----------	---------------------

TOTAL PAYROLL FOR APRIL 2, 2021	\$	1,245,777.49
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7a.
4/21/2021

Arbor Day Proclamation

Whereas: In 1872, J Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas: This holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas: Arbor Day is now celebrated annually throughout the nation and the world, and

Whereas: Trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs by moderating the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

Whereas: Trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other products, and

Whereas: Trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

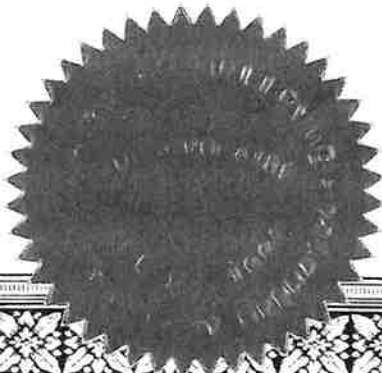
Whereas: Trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW THEREFORE, I, Rusty Hike, Mayor of Bellevue, do hereby proclaim April 20th as Arbor Day in the City of Bellevue and I urge everyone to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and;

I urge everyone to plant trees to gladden the heart and promote the well being of this and future generations.

Signed April 20th, 2021

Mayor Rusty Hike





*8a.
4/20/2021

CITY OF BELLEVUE

OFFICE OF THE MAYOR

1500 Wall Street – Bellevue, NE 68005 – (402) 293-3022

MEMORANDUM

TO: All Council Members
FROM: Rusty Hike, Mayor
DATE: April 12th, 2021
SUBJECT: Reappointment to the Citizens Complete Streets Advisory

Please consider the following for appointment to the Citizens Complete Street Advisory Panel.

Leland Jacobson
4609 Lake Forest Drive
Bellevue, NE 68133
402-850-5249

John Perrin
803 Jewell Rd
Bellevue, NE 68005
402-670-9439

They will serve a four-year term ending April 2025.

LELAND M. JACOBSON

4609 Lake Forest Drive ◊ Papillion, Nebraska 68133 ◊ Telephone: 402-850-5249

Leland's passion is team-based project management. He currently is a project management consultant in energy delivery and is an expert in project management processes and business process improvement. Prior to this, at Omaha Public Power, he focused on managing the execution of multiple large-scale projects, project teams and related project processes. Typical projects include Transmission, Distribution, Substations, Wind Energy and Solar Power in the Midwest valued at over \$175M. He specializes in delivering large technology focused economic development projects such as Strat Com, Facebook, Yahoo, Traveler's Insurance data centers and Smart Grid. Leland is also associated with several Nebraska based energy related technology start-up's. He is a regular guest presenter on Project Management at the University of Nebraska at Omaha.

Leland currently serves in several civic leadership roles combining his interest in Smart Grid, Smart Cities and Livable Cities to improve the effectiveness of Bellevue's infrastructure for both residents and businesses. He is currently a member and past Chair of the City of Bellevue Planning Commission, serving since 2014, Chair of the Bellevue Design Board and a member of the Bellevue Complete Streets Commission. He represents Bellevue at the Heartland 2050 Regional Planning Advisory Committee, the Infrastructure Committee as well Metro Smart Cities. His is an Offutt Advisory Council Co-Commander. He also Chair's the Board of Directors for Bellevue's First Presbyterian Church Foundation.

When not consulting Leland enjoys traveling. He just returned from a "busman's holiday" studying the digital economy of cities, city planning and livable cities in both Europe and the US.

CAREER/EXPERIENCE

Managing Consultant-Energy Delivery Project Management (EDPM), 2016-Present
Manager of T&D Project Management, Omaha Public Power District, 2002-2016, employed 1988
Operations Manager - Kramer Station, Bellevue; Nebraska Public Power District, 1978 to 1987

EDUCATION

Master of Business Administration, Creighton University, Finance and Information Systems
Bachelor of Science, Electrical Engineering, University of Nebraska – Lincoln
Certified Project Management Professional, PMP
Certified Lean Process Facilitator

OTHER AFFILIATIONS

- Leadership Bellevue
- Past Chair of Bellevue Board Adjustment, member for 10 years
- Past Chairperson-Institute of Electrical & Electronic Engineers (IEEE) - Nebraska Section
- Past Chairperson – IEEE Nebraska Power Engineering Society
- IEEE Senior Member
- Past President - University of Nebraska Engineering Alumni Board, Past National Alumni Board Member
- Past Chairperson – Fairview Sanitary Improvement District
- Member of the Project Management Institute

John Perrin
803 Jewell Circle
Bellevue, NE 68005
April 12, 2021

In consideration of: Reappointment to the Citizen Complete Streets Advisory Panel

My wife and I moved to Bellevue in July of 1970 to start our careers as elementary teachers for the Bellevue Public Schools. Over the next 28 years I served as a classroom teacher and served on many committees helping to develop curriculum and educational policy.

Over the years many people knew me as their teacher; while many others knew me as their general building contractor as I helped them with their building projects. In 1998 I left the classroom to focus my attention on the construction business where I continue today.

I enjoy participating in discussions and going to meetings and conferences where issues of transportation and city planning are being presented. I find it interesting how communities accommodate the movement of goods and people so they get to where they need or want to be. This is an important function of city planning and I appreciate the opportunity to participate as a member of the Citizen Complete Streets Advisory Panel.

John Perrin

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11a.
4/20/2021

COUNCIL MEETING DATE: 03/16/2021		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 checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

Prohibition of Engine Braking

SYNOPSIS/BACKGROUND:

The City of Bellevue does not currently have an ordinance prohibiting engine braking within the City limits. Nebraska Revised Statute Section 60-680 (1)(v) allows local authorities to adopt and enforce an ordinance prohibiting the use of engine brakes. If adopted, Ordinance No. 4029 would amend Article VI, Chapter 19, of the Bellevue Municipal Code by adding a new section 19-83 regarding prohibition of engine braking.

FISCAL IMPACT: 0.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO	COUNTER-PARTY:	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION:		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME:		
START DATE:	END DATE:	PAYMENT DATE: INSURANCE REQUIRED: NO
CIP PROJECT NAME:	CIP PROJECT NUMBER:	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE:	ACCOUNT NUMBER:	

RECOMMENDATION:

Approve Ordinance No. 4029 to amend Article VI, Chapter 19, of the Bellevue Municipal Code by adding a new section 19-83 regarding prohibition of engine braking and to provide an effective date.

ATTACHMENTS:

- | | | |
|--------------|----|----|
| 1. Ordinance | 2. | 3. |
| 4. | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Roblin

[Signature]

[Signature]

ORDINANCE NO. 4029

AN ORDINANCE TO AMEND ARTICLE VI, CHAPTER 19, OF THE BELLEVUE MUNICIPAL CODE BY ADDING A NEW SECTION 19-83 REGARDING PROHIBITION OF ENGINE BRAKING AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Section 19-83 of Chapter 19, Article VI of the Bellevue Municipal Code is hereby added to read as follows:

Section 19-83 ENGINE BRAKING.

Any person using or operating or causing to be used or operated within the City an engine braking system that emits loud, excessive or disturbing noise on any semi-tractor or commercial vehicle shall be deemed to be in violation of the provisions of this Article. For the purposes of this ordinance, an engine braking system shall be deemed to be any device which uses the force of the engine in the described vehicle to slow or alter the speed of the vehicle. It shall be a defense to any alleged violation of this section that the operator of the vehicle used such brakes to reasonably avoid a collision or in response to other emergency situations.

Section 2. This Ordinance shall take effect and be in full force on the 20th day of April, 2021.

ADOPTED by the Mayor and City Council this 20th day of April, 2021.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

First Reading: 03/16/2021
Second Reading: 04/06/2021
Third Reading: 04/20/2021

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12a. 12a1. 12a2.
4/20/2021

COUNCIL MEETING DATE: 03/20/2021		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 through 3, Old Orchard Place Replat 2, being a replat of Lots 15A, 15B, and 15C, Old Orchard Place, located in the Southeast 1/4 of Section 22, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska from AG and RE and RE and RG-50 for the purpose of existing residential development; small subdivision plat Lots 1 through 3, Old Orchard Place Replat 2; and waiver of Section 6-7 (8) of the Subdivision Regulations for flag lots. Applicant: DWS Land Surveying, Dennis Whitfield. General Location: 9100 South 13th Street.

SYNOPSIS/BACKGROUND:

Dennis Whitfield, on behalf of DWS Land Surveying, is requesting approval of a change of zone for Lots 1 through 3, Old Orchard Place Replat 2, and small subdivision plat for Lots 1 through 3, Old Orchard Place Replat 2, being a replat of Lots 15A, 15B and 15C, Old Orchard Place, for the purpose of existing residential development; and requesting a waiver of Section 6-7 (8), regarding Subdivision Regulations for flag lots. The applicant is requesting RE zoning for existing Lots 15A and 15C, Old Orchard Place, which are presently non-conforming AG lots with several homes, garages, and outbuildings. Existing Lot 15B, Old Orchard Place, is zoned RE and developed with a single-family residential home which is compliant with the current zoning ordinance; this current configuration is a flag lot therefore, staff has no objections to the waiver of Section 6-7 (8) as it is necessary to allow for the minimum setback requirements for the existing buildings on the adjacent properties.

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 Planning Commission have recommended approval of this application.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures in blue ink]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: DWS Land Surveying

CASE #'s: Z-2102-01, S-2101-01

CITY COUNCIL HEARING DATE: April 20, 2021

REQUEST: Request to rezone Lots 1 through 3, Old Orchard Place Replat 2, being a replat of Lots 15A, 15B, and 15C, Old Orchard Place, from AG and RE to RE and RG-50, for the purpose of existing residential development; small subdivision plat Lots 1 through 3, Old Orchard Place Replat 2; and waiver of Section 6-7 (8), Subdivision Regulations, regarding lot standards for flag lots.

On March 25, 2021 the City of Bellevue Planning Commission voted eight yes, zero no, one absent and zero abstained to recommend:

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

VOTE:

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

Planning Commission Hearing (s) was held on: March 25, 2021

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT #2

CASE NUMBERS: Z-2102-01
S-2101-01

FOR HEARING OF:
REPORT #1: March 25, 2021
REPORT #2: April 20, 2021

I. GENERAL INFORMATION

A. APPLICANT:

DWS Land Surveying
Attn: Dennis Whitfield
2915 Sheridan Road
Bellevue, NE 68123

B. PROPERTY OWNER:

James Lorence
9100 South 13th Street
Bellevue, NE 68147

C. GENERAL LOCATION:

9100 South 13th Street

D. LEGAL DESCRIPTION:

Lots 1 through 3, Old Orchard Place Replat 2, being a replat of Lots 15A, 15B, and 15C, Old Orchard Place, located in the Southeast $\frac{1}{4}$ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lots 1 through 3, Old Orchard Place Replat 2, from AG and RE to RE and RG-50.
2. Small subdivision plat Lots 1 through 3, Old Orchard Place Replat 2, being a replat of Lots 15A, 15B and 15C, Old Orchard Place.
3. Waiver of Section 6-7 (8), Subdivision Regulations, regarding lot standards for flag lots.

F. EXISTING ZONING AND LAND USE:

AG and RE, Single-Family Residential

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a rezoning and small subdivision plat for the purpose of existing residential development, and a request for a waiver of Section 6-7 (8) of the Subdivision Regulations regarding flag lots.

H. SIZE OF SITE:

The site is approximately 4.96 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

Lot 15A is presently developed with two single-family residential buildings (one 578 square feet built in 1886 and one 810 square feet built in 1961), three detached garages, and two accessory structures; Lot 15B, is developed with a single-family residential building built in 1971 and a wooden shed; and Lot 15C is presently developed with a single-family residential structure built in 1934.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Vacant, AG
2. **East:** Single Family Residential, AG (across South 13th Street)
3. **South:** Single Family Residential, RS-72
4. **West:** Single Family Residential, RS-72

C. REVELANT CASE HISTORY:

On March 25, 2021, the Planning Commission recommended approval of a request to rezone Lots 1 through 3, Old Orchard Place Replat 2, being a replat of Lots 15A, 15B, and 15C, Old Orchard Place, located in the Southeast ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG and RE to RE and RG-50, small subdivision plat Lots 1 through 3, Old Orchard Place Replat 2, and waiver of Section 6-7 (8), Subdivision Regulations, regarding lot standards for flag lots.

D. APPLICABLE REGULATIONS:

1. Section 5.07, Zoning Ordinance, regarding RE uses and requirements.
2. Section 5.12, Zoning Ordinance, regarding RG-50 uses and requirements.
3. Chapter 5, Subdivision Regulations, regarding Small Subdivisions.

4. Chapter 8, Subdivision Regulations, regarding Hardship and Waivers.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

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 private driveways off of South 13th Street.

D. UTILITIES:

All utilities are available to this property.

E. ANALYSIS:

1. Dennis Whitfield, on behalf of DWS Land Surveying, is requesting approval of a rezoning and small subdivision plat for Lots 1 through 3, Old Orchard Place Replat 2, for the purpose of existing residential development.

2. Lots 15A and 15C, Old Orchard Place, are presently non-conforming AG (Agricultural District) lots with several homes, garages, and outbuildings. The applicant is requesting a change in zone from AG to RG-50 to bring both lots into conformance with existing setbacks and structures.

Lot 15B, Old Orchard Place, is zoned RE (Residential Estates) and developed with a single-family residential home which is compliant with the current zoning ordinance.

3. The proposed lots meet the minimum zoning requirements for the requested RE and RG-50 zoning districts.

4. This application was sent out for review by the following departments and individuals: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, and the Bellevue Public School District. The cover letter indicated a deadline to send comments back to the Planning Department and

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

Krista Hoffart, Offutt AFB commented this project is not located within Offutt Air Force Base's Accident Potential zones or Noise Contours.

No other comments were received on this case.

5. The applicant is also requesting a waiver of Section 6-7 (8), Subdivision Regulations, regarding lot standards for flag lots. The existing configuration of the properties contains a flag lot for Lot 15B, Old Orchard Place; therefore, staff has no objections to the waiver as requested. The waiver is necessary to allow for the minimum setback requirements for the existing buildings on the adjacent property.

6. The Future Land Use Map of the Comprehensive Plan shows these properties as medium density residential. This request is in conformance with the Comprehensive Plan.

7. The requested small subdivision plat, rezoning, and waiver do not change what can be built on the properties. The properties will remain single family residential in nature. The requested actions bring these properties into conformance with the current zoning ordinance regulations.

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 upon 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 upon the surrounding area.

VI. ATTACHMENTS TO REPORT

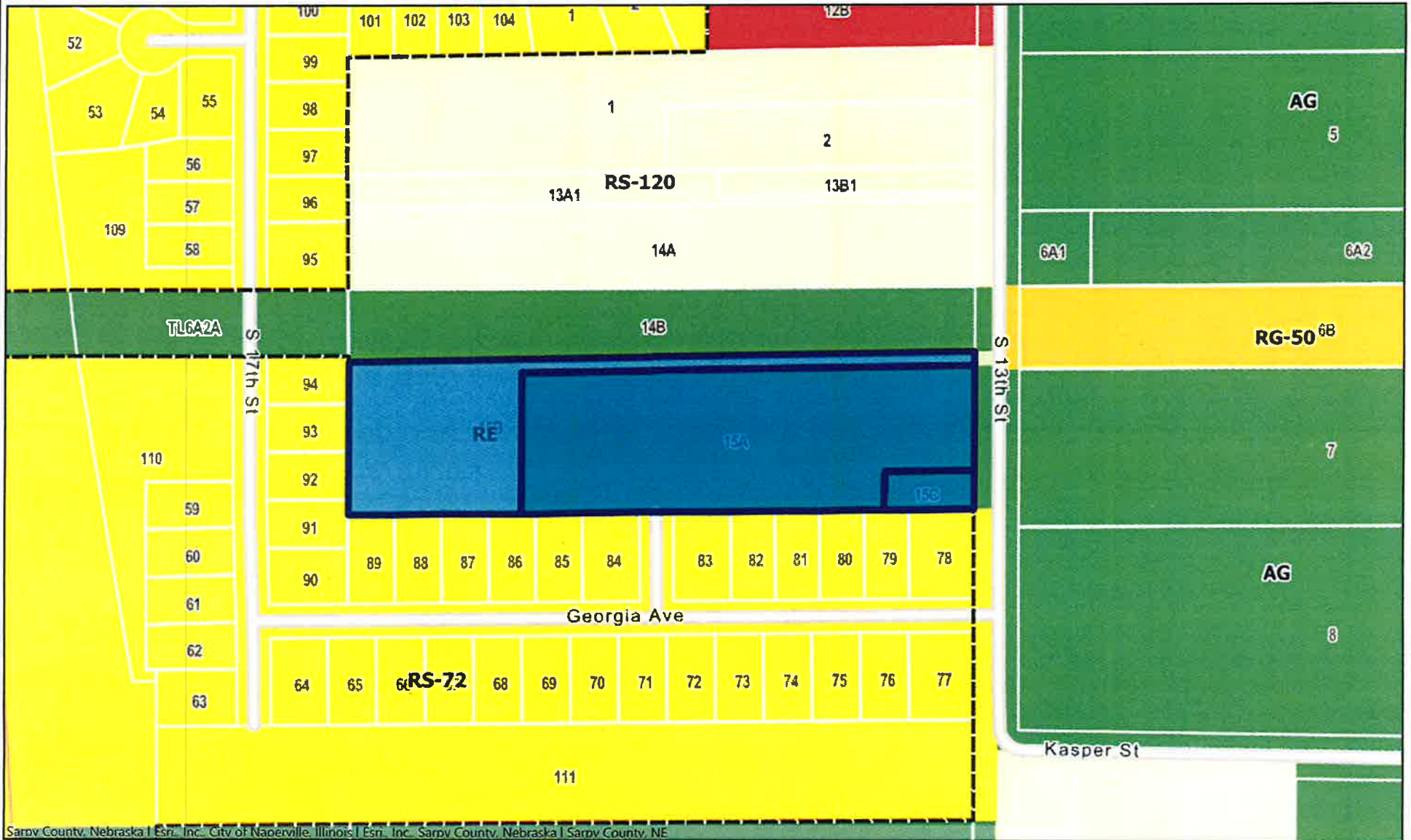
1. Zoning Map
2. 2020 GIS aerial photo of the property
3. Small subdivision plat received February 1, 2021
4. As-built received February 20, 2021
5. Letter from Dennis Whitfield received March 2, 2021

VII. COPIES OF REPORT TO:

1. DWS Land Surveying (Dennis Whitfield)
2. James Lorence
3. Public Upon Request

 3/29/21
Assistant Planning Manager

 3/29/21
Planning Manager Date of Report



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



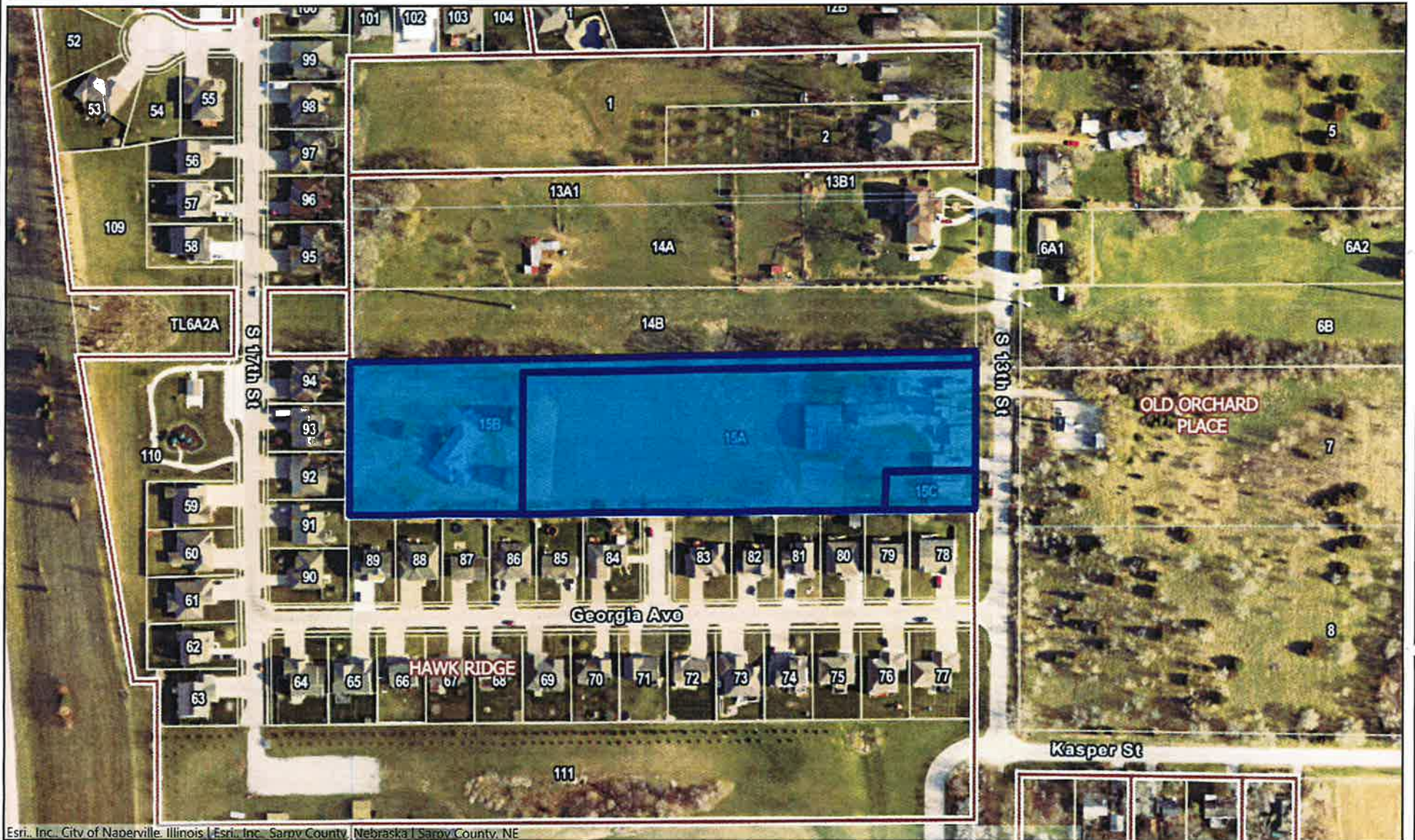
Map Scale 1: 3185

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.

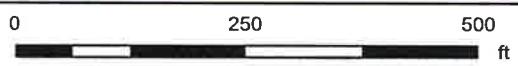


Notes





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



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



Reserved for Sarpy County Deeds Office

OLD ORCHARD PLACE REPLAT 2 CITY OF BELLEVUE - SMALL SUBDIVISION

LOTS 1, 2 & 3

Being a replat of the Lots 15A, 15B and 15C, OLD ORCHARD PLACE, an addition to the City of Bellevue, as surveyed, platted and recorded in the Southeast 1/4 of Section 22, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska.

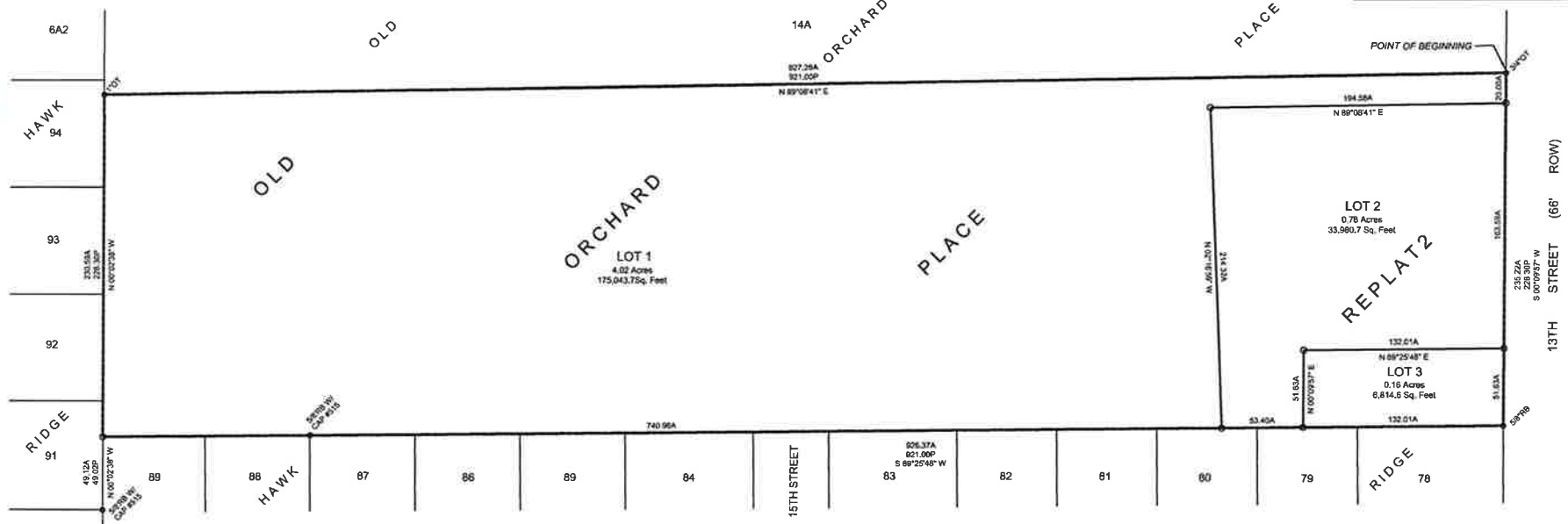
LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I have made a boundary survey of the subdivision herein and that permanent monuments have been found or set at all corners of said subdivision to be known as OLD ORCHARD PLACE REPLAT 2, being a replat of the Lots 15A, 15B and 15C, OLD ORCHARD PLACE, an addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska, more particularly described as follows:
Beginning at the Northeastly corner of said Lot 15B, also being on the West Right-of-Way line of 13th Street, thence South 0°09'57" West (assumed bearing) along said West Right-of-Way line a distance of 235.22 feet to the Southeastly corner of said Lot 15C; thence South 89°25'48" West along the south line of said Lots 15C, 15A and 15B a distance of 926.37 feet to the Southwestly corner of said Lot 15B; thence North 0°02'38" West along the West line of said Lot 15B a distance of 230.59 feet to the Northwest corner of said Lot 15B; thence North 89°08'41" East along the North line of said Lot 15B a distance of 627.28 feet to the point of beginning and containing 4.955 acres more or less.

Dennis L. Whitfield, P.E., L.S.
L.S. 449

Date: 1-29-21

RECEIVED
FEB 01 2021
PLANNING DEPT.



DEDICATION

Know all men by these presents that we, James L. Lorence and Lana J. Lorence, husband and wife, and Jacob Kripal, Member of Mike and Jake Properties, LLC, being the owners of the property described within the Surveyor's Certificate and embraced within this Plat, have caused said land to be Replatted as shown, said addition to be hereafter known as "OLD ORCHARD PLACE REPLAT 2", and we do hereby ratify and approve of the deposition of the property as shown on this plat, and further grant perpetual easements to Omaha Public Power District (OPPD), Cox Communications, and Centurylink across a 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 herein defined as those lots forming the outer perimeter of the above described addition. The sixteen (16) foot wide easement may be reduced to eight (8) feet wide when the adjacent land is surveyed, platted and recorded. The subdivder shall grant perpetual easements to Metropolitan Utilities District and/or Black Hills Energy, their successors and assigns to erect, 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 cul-de-sac streets. No 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 then or later interfere with the aforesaid or rights herein granted.

In witness whereof, we do set our names this ____ day of _____, 2021.

James L. Lorence _____ Lana J. Lorence _____

In witness whereof, we do set our names this ____ day of _____, 2021.

Jacob Kripal, Member of Mike and Jake Properties, LLC

REVIEWED BY SARPY COUNTY PUBLIC WORKS
This Plat of "OLD ORCHARD PLACE REPLAT 2" was reviewed by the Sarpy County Surveyor's Office.

Sarpy County Engineer / Surveyor _____ Date _____

ACKNOWLEDGEMENT OF NOTARY

State of Nebraska)
County of _____) SS
On this ____ day of _____, 20____, before me, a Notary Public duly commissioned and qualified in and for said County, appeared James L. Lorence and Lana J. Lorence, husband and wife, known by me to be the identical persons whose names are affixed to the Dedication on this Plat, and did acknowledge the execution inherent to be their voluntary act and deed.
My Commission expires _____.

Notary Public _____

ACKNOWLEDGEMENT OF NOTARY

State of Nebraska)
County of _____) SS
On this ____ day of _____, 20____, before me, a Notary Public duly commissioned and qualified in and for said County, appeared Jacob Kripal, Member of Mike and Jake Properties, LLC, known by me to be the identical persons whose names are affixed to the Dedication on this Plat, and did acknowledge the execution inherent to be their voluntary act and deed.
My Commission expires _____.

Notary Public _____

COUNTY TREASURER'S CERTIFICATION

This is to certify that I find no regular or special taxes due or delinquent against the property as described in the Surveyor's Certificate and as shown by the records of this office.

Sarpy County Treasurer _____ Date _____

APPROVAL OF BELLEVUE PLANNING COMMISSION

This Plat of "OLD ORCHARD PLACE REPLAT 2" was approved by the Bellevue Planning Commission this ____ Day of _____, 2021.

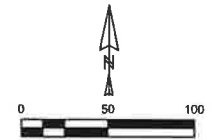
Bellevue Planning Commission _____

APPROVAL OF BELLEVUE CITY COUNCIL

This Plat of "OLD ORCHARD PLACE REPLAT 2" was approved by the Bellevue City Council this ____ Day of _____, 2021. This Plat becomes null and void if not recorded within 90 Days of the above Date.

Mayor, City of Bellevue _____

Attested, City Clerk _____



LEGEND

- o Plat Set
- o Plat Found
- o Plat Dimension
- o Aced Survey
- o Plat
- o Centerline
- o Section Corner
- o Long Chord
- o Ironed Bar

Project No. 122-24

D
W
S
Land Surveying
Dennis L. Whitfield, P.E., L.S.
2915 Sheridan Road
Bellevue, NE 68123
(402) 292-1221



SERVICES

Land Surveying

2915 Sheridan Road
Bellevue, NE 68123-1993

402-292-1221
dws-services@cox.net

March 2, 2021

Ms. Tammi Palm, Planning Director
City of Bellevue
1510 Wall Street
Bellevue, NE 68005

RE: Proposed "OLD ORCHARD PLACE REPLAT 2"
Zoning Wavier Request

Dear Ms. Palm,

Please allow this correspondence to serve as a request to wavier, City of Bellevue Subdivision Regulations, Chapter 6, Paragraph 7, Line 8.

Specific waiver being requested is;

- Proposed Lot 1 of "OLD ORCHARD PLACE REPLAT 2" currently, and for some length of time prior, is a "Flag Lot". Continuation of this configuration will be necessary to allow access to existing residence.

Please advise should additional questions or concerns need to be addressed.

Best Regards,

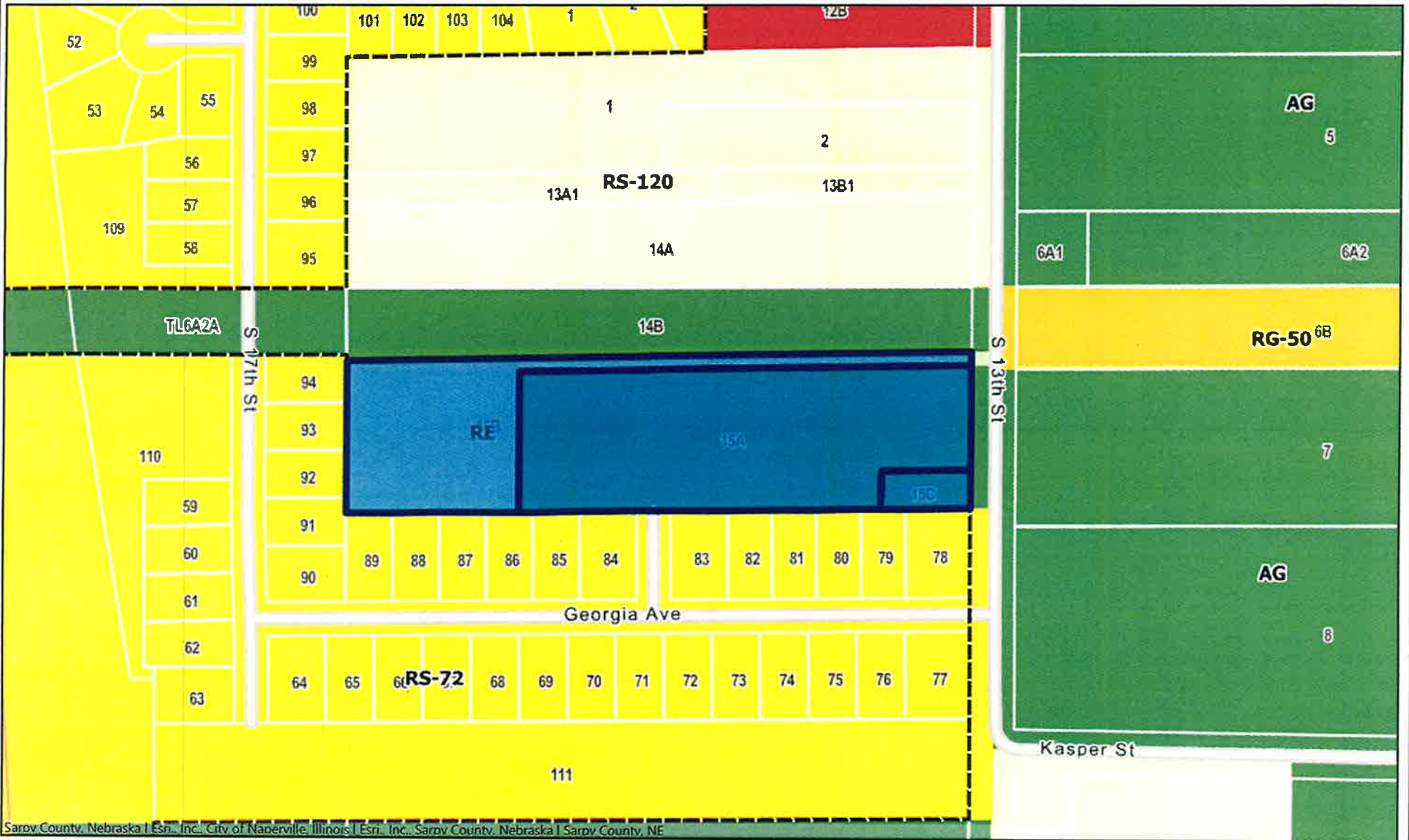
A handwritten signature in blue ink, appearing to read "Dennis L. Whitfield".

Applicant For the Owner,
Dennis L. Whitfield, P.E., L.S.

RECEIVED

MAR 2 2021

PLANNING DEPT.



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



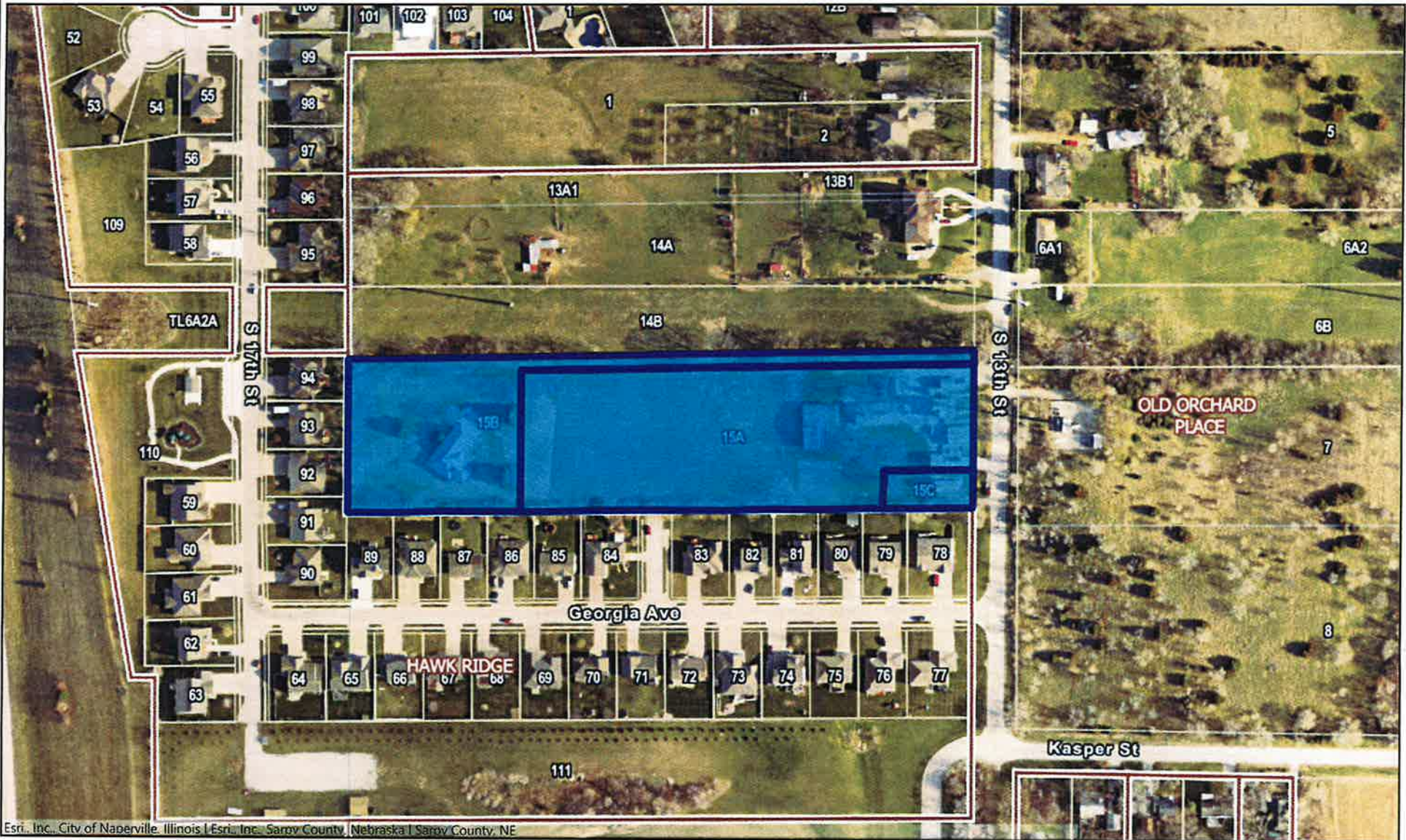
Map Scale 1: 3185

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





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

0 250 500
ft

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

AS-BUILT OLD ORCHARD PLACE REPLAT 2

LOTS 1, 2 & 3

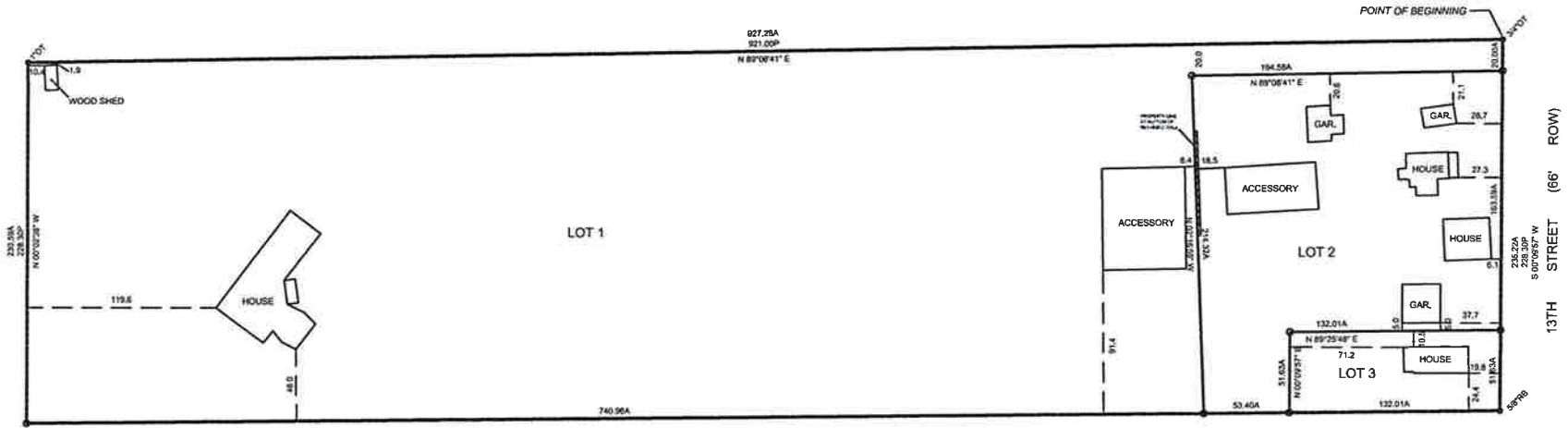
Being a replat of the Lots 15A, 15B and 15C, OLD ORCHARD PLACE, an addition to the City of Bellevue, as surveyed, platted and recorded in the Southeast 1/4 of Section 22, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska.

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I have made a boundary survey of the subdivision herein and that permanent monuments have been found or set at all corners of said subdivision to be known as OLD ORCHARD PLACE REPLAT 2, being a replat of the Lots 15A, 15B and 15C, OLD ORCHARD PLACE, an addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska, more particularly described as follows:
Beginning at the Northeastern corner of said Lot 15B, also being on the West Right-of-Way line of 13th Street, thence South 0°09'57" West (assumed bearing) along said West Right-of-Way line a distance of 235.22 feet to the Southeastern corner of said Lot 15C; thence South 89°25'48" West along the south line of said Lots 15C, 15A and 15B a distance of 926.37 feet to the Southwestern corner of said Lot 15B; thence North 0°02'38" West along the West line of said Lot 15B a distance of 230.59 feet to the Northwest corner of said Lot 15B; thence North 89°08'41" East along the North line of said Lot 15B a distance of 927.28 feet to the point of beginning and containing 4.955 acres more or less.

Dennis L. Whitfield, P.E., L.S.
L.S. 449

Date: 1-28-21



ZONING

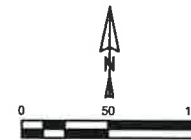
CURRENT
Lot 15A - AG
Lot 15B - RE
Lot 15C - AG

PROPOSED
Lot 1 - RE
Lot 2 - RD50
Lot 3 - RG50

SURVEYORS NOTE:

Setback and Sideyard distance show are shortest from Structure to Property Line.

RECEIVED
FEB 20 2021
PLANNING DEPT.



LEGEND	
●	Pin
○	Well
□	Structure
▭	Property Line
▭	Right-of-Way
▭	Setback
▭	Sideyard
▭	Lot Line
▭	Section Line
▭	Range Line
▭	Township Line

Project No. 122-24AB

D
W
S
Land Surveying
Dennis L. Whitfield, PE, LS
2915 Sheridan Road
Bellevue, NE 68123
(402) 292-1221

OLD ORCHARD PLACE REPLAT 2

CITY OF BELLEVUE - SMALL SUBDIVISION

LOTS 1, 2 & 3

Being a replat of the Lots 15A, 15B and 15C, OLD ORCHARD PLACE, an addition to the City of Bellevue, as surveyed, platted and recorded in the Southeast 1/4 of Section 22, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska.

LAND SURVEYOR'S CERTIFICATE

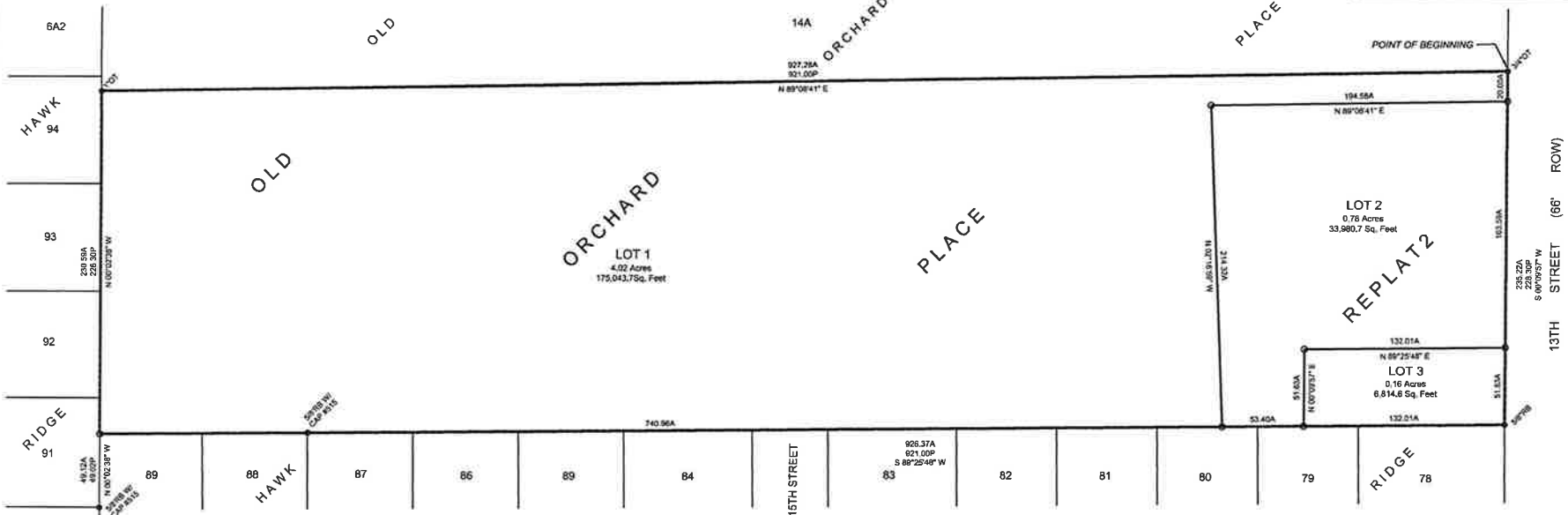
I HEREBY CERTIFY THAT I have made a boundary survey of the subdivision herein and that permanent monuments have been found or set at all corners of said subdivision to be known as OLD ORCHARD PLACE REPLAT 2, being a replat of the Lots 15A, 15B and 15C, OLD ORCHARD PLACE, an addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska, more particularly described as follows:
Beginning at the Northeastly corner of said Lot 15B, also being on the West Right-of-Way line of 13th Street, thence South 0°09'57" West (assumed bearing) along said West Right-of-Way line a distance of 235.22 feet to the Southeastly corner of said Lot 15C; thence South 89°25'48" West along the south line of said Lots 15C, 15A and 15B a distance of 928.37 feet to the Southwestly corner of said Lot 15B; thence North 0°02'38" West along the West line of said Lot 15B a distance of 230.59 feet to the Northwest corner of said Lot 15B; thence North 89°08'41" East along the North line of said Lot 15B a distance of 827.28 feet to the point of beginning and containing 4.955 acres more or less.

Dennis L. Whitfield, P.E., L.S.
L.S. 449

Date: 1-28-21

Reserved for Sarpy County Deeds Office

RECEIVED
FEB 01 2021
PLANNING DEPT.



DEDICATION

Know all men by these presents that we, James L. Lorenzo and Lana J. Lorenzo, husband and wife, and Jacob Kripal, Member of Mike and Jake Properties, LLC, being the owners of the property described within the Surveyor's Certificate and embraced within this Plat, have caused said land to be replatted as shown, said addition to be hereafter known as "OLD ORCHARD PLACE REPLAT 2", and we do hereby ratify and approve of the deposition of the property as shown on this plat, and further grant perpetual easements to Omaha Public Power District (OPPD), Cox Communications, and CenturyLink across a 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 herein defined as those lots forming the outer perimeter of the above described addition. The sixteen (16) foot wide easement may be reduced to eight (8) feet wide when the adjacent land is surveyed, platted and recorded. The subdivisor shall grant perpetual easements to Metropolitan Utilities District and/or Black Hills Energy, their successors and assigns to erect, 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 cut-de-sac streets. No 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 then or later interfere with the aforesaid or rights herein granted.

In witness whereof, we do set our names this ___ day of _____, 2021.

James L. Lorenzo Lana J. Lorenzo

In witness whereof, we do set our names this ___ day of _____, 2021.

Jacob Kripal, Member of Mike and Jake Properties, LLC

REVIEWED BY SARPY COUNTY PUBLIC WORKS

This Plat of "OLD ORCHARD PLACE REPLAT 2" was reviewed by the Sarpy County Surveyor's Office.

Sarpy County Engineer / Surveyor Date

ACKNOWLEDGEMENT OF NOTARY

State of Nebraska)
County of _____) SS
On this ___ day of _____, 20___, before me, a Notary Public duly commissioned and qualified in and for said County, appeared James L. Lorenzo and Lana J. Lorenzo, husband and wife, known by me to be the identical persons whose names are affixed to the Dedication on this Plat, and did acknowledge the execution inherein to be their voluntary act and deed.
My Commission expires _____

Notary Public

ACKNOWLEDGEMENT OF NOTARY

State of Nebraska)
County of _____) SS
On this ___ day of _____, 20___, before me, a Notary Public duly commissioned and qualified in and for said County, appeared Jacob Kripal, Member of Mike and Jake Properties, LLC, known by me to be the identical persons whose names are affixed to the Dedication on this Plat, and did acknowledge the execution inherein to be their voluntary act and deed.
My Commission expires _____

Notary Public

COUNTY TREASURER'S CERTIFICATION

This is to certify that I find no regular or special taxes due or delinquent against the property as described in the Surveyor's Certificate and as shown by the records of this office.

Sarpy County Treasurer Date

APPROVAL OF BELLEVUE PLANNING COMMISSION

This Plat of "OLD ORCHARD PLACE REPLAT 2" was approved by the Bellevue Planning Commission this ___ Day of _____, 2021.

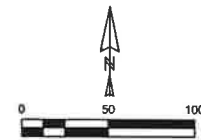
Bellevue Planning Commission

APPROVAL OF BELLEVUE CITY COUNCIL

This Plat of "OLD ORCHARD PLACE REPLAT 2" was approved by the Bellevue City Council this ___ Day of _____, 2021. This Plat becomes null and void if not recorded within 90 Days of the above Date.

Mayor, City of Bellevue

Attested, City Clerk



LEGEND	
○	Plot Set
○	Survey Station
○	Iron Nail
○	Iron Pipe
○	Iron Rod
○	Iron Stake
○	Iron Spike
○	Iron Nail
○	Iron Pipe
○	Iron Rod
○	Iron Stake
○	Iron Spike
○	Iron Nail
○	Iron Pipe
○	Iron Rod
○	Iron Stake
○	Iron Spike

D W S
Land Surveying
Dennis L. Whitfield, PE, L.S.
2915 Sheridan Road
Bellevue, NE 68123
(402) 292-1221

Project No. 122-24

ORDINANCE NO. 4036

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 9100 SOUTH 13TH STREET, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lot 1, Old Orchard Place Replat 2, being a replat of Lots 15A, 15B, and 15C, Old Orchard Place, located in the Southeast ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From RE (Residential Estates) to RE (Residential Estates);

AND

Lots 2 and 3, Old Orchard Place Replat 2, being a replat of Lots 15A, 15B, and 15C, Old Orchard Place, located in the Southeast ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From AG (Agricultural) to RG-50 (General Residential – 5,000 Square Foot Zone).

(DWS Land Surveying)

Section 2. This ordinance shall not take effect until such time as the final plat of Old Orchard Place Replat 2, 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: 04/06/20201

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12b.
4/20/2021

COUNCIL MEETING DATE: 04/06/2021		SUBMITTED BY: City Clerk		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

Amending Section 12-57 through 12-85 of the Bellevue Municipal Code pertaining to fireworks so application process is comparable to other cities in Sarpy County.

SYNOPSIS/BACKGROUND:

After reviewing Bellevue's Fireworks Ordinance and comparing to other cities in Sarpy County, the Clerk's Department had a meeting with Administration on revising portions of our City Code to be comparable to other cities in the County, with the Administration. A red-lined version is attached showing the changes.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve Ordinance No. 4030 amending Section 12-57 through 12-85, of the Bellevue Municipal Code pertaining to fireworks.

ATTACHMENTS:

- | | | |
|-----------------------------|-------------------------|-------------------------|
| 1. Red-lined Copy Ord. 4030 | 2. Ord. 4030 Clean copy | 3. <input type="text"/> |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Rollins
[Signature]
[Signature]

ORDINANCE NO. 4030

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

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

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

§ 12-57 DEFINITIONS.

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

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

§ 12-58 EXCEPTION.

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

§ 12-59 FIREWORKS RESTRICTED.

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Scholarships and youth programs; and

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

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

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

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

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

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

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

(2) 100 feet from any residential structure, and

(3) 50 feet from any other structure.

(B) All sales outlets shall consist of a temporary building structure (which shall not include any tent or structure with canvas or cloth-like roofs) that either has a booth or stand that allows patrons to view and purchase fireworks from the outside of such structure or that allows patrons to enter such structure to view and purchase fireworks; provided, however, no such structure shall enclose floor space exceeding 1,250 square feet nor be located within 20 feet of any facility used to store fireworks.

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

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

§ 12-62 PROXIMITY TO CERTAIN BUSINESSES AND HAZARDS.

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

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

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

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

§ 12-63 SCREENING.

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

§ 12-64 FIRE EXTINGUISHER.

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

§ 12-65 ELECTRICAL SERVICE.

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

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

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

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

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

§§ 12-66—12-75 RESERVED.

§ 12-76 LIMITED ISSUANCE OF RETAIL FIREWORKS LICENSES.

The City of Bellevue finds that there has been a proliferation of outlets for the sale of fireworks within the City and that such proliferation has placed an unacceptable burden on the fire marshal, the Bellevue Police Department, and other City departments in regulating the businesses. In addition, an increased use of fireworks within the City limits and surrounding areas has caused additional safety concerns. Therefore, licenses for the retail sale of fireworks may be issued to no

more than 25 not-for-profit charitable, community or civic benevolent organizations which operate on a not-for-profit and benevolent basis within the City and meet the criteria set forth in this code.

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

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

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

- (1) Is a duly organized not-for-profit and benevolent organization or association that has been operating or doing business on a not-for-profit and benevolent basis within the City for at least one year prior to April 1 of the year in which the application required by this section is submitted and has actually conducted or engaged in community betterment activity during such period;
- (2) Has been licensed by the State of Nebraska as a retailer; and
- (3) Has made application for such license required by section 12-77(E).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Unless the organization shall first:

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

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

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

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

§ 12-78 RESERVED.

§ 12-79 BOND.

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

(B) Such bond shall be conditioned so that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 12-81 INSPECTION REQUIRED; DUTY OF LICENSEE.

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

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

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

§ 12-82 DISPLAY OF RETAIL LICENSE.

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

§ 12-83 DURATION.

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

§ 12-84 AGE OF SELLERS AND PURCHASERS.

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

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

§ 12-85 STATEMENT OF PROFITS AND EXPENSES.

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

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

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

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

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

§ 12-86 VIOLATIONS.

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

§§ 12-87—12-100 RESERVED.

Section 2. This Ordinance shall take effect and be in full force on the ___ day of April, 2021.

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

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

First Reading: 04/06/2021
Second Reading: 04/20/2021
Third Reading: _____

City Attorney

Red lined

ORDINANCE NO. _____

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

Commented [SK1]: Added for publication purposes

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

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

§ 12-57 DEFINITIONS.

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

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

§ 12-58 EXCEPTION.

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

§ 12-59 FIREWORKS RESTRICTED.

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

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

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

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

approved by the ~~city council~~ **City Council**, it shall be unlawful to discharge fireworks in this ~~city~~ **City** except between:

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

(2) All retail fireworks sales sites shall prominently display a sign listing the days and hours for legal discharge of fireworks in the ~~city~~ **City** of Bellevue and that any debris caused by the discharge of fireworks in the ~~city~~ **City** must be disposed of by the user. Nothing in this article shall be construed to permit the discharge or other use of any fireworks or any other pyrotechnics or pyrotechnic devices in violation of any other law of this ~~city~~ **City** or the State of Nebraska.

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

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

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

- (a) The acquisition, improvement and maintenance of parks and recreational facilities, public equipment and other items for community use;
- (b) The recruitment and attraction of new businesses and jobs to the City of Bellevue;
- (c) Athletic programs which serve the city or neighborhoods or other areas of the community;
- (d) Scholarships and youth programs; and
- (e) Other acquisitions, services or programs which generally benefit the city and its residents.

~~— (2) **NET PROCEEDS** shall mean the gross amount of money derived by a retail licensed organization from the sales of fireworks (which shall not include any applicable sales or use tax) less the sum of only the following expenses:~~

~~— (a) The dollar amount actually paid or to be paid by the organization for fireworks taking into consideration any discounts, reimbursements, deductions, or other credits or allowances;~~

~~— (b) The dollar amount of applicable local and state license fees;~~

~~— (c) The dollar amount of any utility expense;~~

~~— (d) The dollar amount of any rental expense for use of a fireworks sales outlet site;~~

~~— (e) The dollar amount of any advertising and similar costs of operation of the fireworks sales outlet conducted by the organization; and~~

~~— (f) The dollar amounts paid for the following: security; rental of the sales outlet or storage facility, including associated cash registers, shelving or display furnishings; fees charged to the organization by an issuing bank for credit card processing fees; fees charged to the organization by check guarantee or similar service providers; liability insurance procured by the organization; and, subject to section 12-77(E)(7), any other expenses that are directly related to the sale of fireworks by the organization. No expense otherwise allowable by application of (A) through (F) of the preceding sentence shall be allowed in the calculation of net proceeds unless the same:~~

~~— 1. Is duly documented and supported by the organization in the statement required by section 12-85;~~

~~— 2. Has been directly incurred by the organization in order to conduct sales of fireworks;~~

~~and~~

~~— 3. Has been directly paid by the organization to the person or entity providing the product, materials, equipment or service to the organization by use of a check or similar negotiable instrument drawn on the account of the organization.~~

~~— (3) **VOLUNTEER** shall mean only:~~

~~— (a) Individuals (including members of their respective families) who meet the eligibility criteria for, or who are recipients of, scholarship, youth or other community betterment programs funded, in whole or in part, by net proceeds of firework sales; or~~

~~(b) Individual members (including immediate members of their respective families) who, or whose immediate family members, are:~~

~~1. Members of the organization and are not compensated from proceeds derived from the sales of fireworks; or~~

~~2. Regularly employed by the organization in a capacity other than for purposes of sales of fireworks; provided that volunteers shall not include:~~

~~a. Any such individual/member/employee who is, or whose immediate family member is, an officer, director, employee or agent of any distributor or jobber, or any agents, subsidiaries, affiliates, contractors or subcontractors of a jobber or distributor; or~~

~~b. Any person to whom the organization or any distributor or jobber makes any payment, directly or indirectly, for performing services, in any capacity, in connection with the sale of fireworks or the operation of the organization's fireworks sales outlet. All volunteers to be used by the organization in the retail sale of fireworks shall be identified by an organization in its application for a retail license, to be supplemented as permitted by section 12-77(E)(7).~~

~~(3)(4)~~ **FIREWORKS** shall mean and include only those fireworks that are permitted for sale by a retailer under the laws of the state, as amended from time to time.

~~(4)(5)~~ **FLYING LANTERNS** shall mean any device that requires a flame which produces heated air trapped in a balloon-type covering allowing the device to float in the air. Flying lanterns shall not include hot-air balloons used for transporting persons.

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

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

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

- (1) 25 feet from the nearest right-of-way line of any public right-of-way,
- (2) 100 feet from any residential structure, and
- (3) 50 feet from any other structure.

(B) All sales outlets shall consist of a temporary building structure (which shall not include any tent or structure with canvas or cloth-like roofs) that either has a booth or stand that allows patrons to view and purchase fireworks from the outside of such structure or that allows patrons to enter such structure to view and purchase fireworks; provided, however, no such structure shall enclose floor space exceeding 1,250 square feet nor be located within 20 feet of any facility used to store fireworks.

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

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

§ 12-62 PROXIMITY TO CERTAIN BUSINESSES AND HAZARDS.

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

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

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

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

§ 12-63 SCREENING.

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

§ 12-64 FIRE EXTINGUISHER.

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

§ 12-65 ELECTRICAL SERVICE.

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

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

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

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

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

§§ 12-66—12-75 RESERVED.

§ 12-76 LIMITED ISSUANCE OF RETAIL FIREWORKS LICENSES.

The City of Bellevue finds that there has been a proliferation of outlets for the sale of fireworks within the ~~city~~-City and that such proliferation has placed an unacceptable burden on the fire marshal, the Bellevue Police Department, and other ~~city~~-City departments in regulating the businesses. In addition, an increased use of fireworks within the ~~city~~-City limits and surrounding areas has caused additional safety concerns. Therefore, licenses for the retail sale of fireworks may be issued to no more than ~~2520~~ not-for-profit charitable, community or civic benevolent organizations which operate on a not-for-profit and benevolent basis within the ~~city~~-City and meet the criteria set forth in this code.

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

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

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

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

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

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

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

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

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

(D) Application for a retailer's license shall be made to the ~~city clerk~~City Clerk between April 1 and April 30 of each year; provided that in the event such date shall fall on a weekend or a day that is a holiday recognized by the ~~city~~City, such application shall be submitted no later than the close of business on the first business day of the ~~city~~City following such date. The ~~city clerk~~City Clerk shall promptly forward each application to the ~~city administrator~~City Administrator. No application shall be supplemented by applicant after April 30 other than by submitting information requested by the city to evaluate the application. The application and any supplemental information shall be maintained in the office of the ~~city clerk~~City Clerk.

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

(1) The identity, address and telephone number of a contact person for the organization, together with a copy of the retailer's license issued by the ~~State~~state to the organization; provided that such copy may be submitted after the application has been approved by the city administrator, but no license shall be issued by the city clerk until such copy has been so provided.

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

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

~~(4) A statement identifying the nature of the community betterment purposes for which the net proceeds from the current year's sale of fireworks will be utilized if the license is issued.~~

~~together with verified documentation evidencing the applicant's use of net proceeds derived from the sale of fireworks pursuant to a license issued by the city in the preceding year, if applicable;~~

~~(4)(5) A verified statement identifying (by name and state license number) all distributors or jobbers with whom such organization will do business as a retailer during the year of application if the license is issued, with appropriate documentation from the distributor or jobber supporting such statement, including a copy of the written agreement referenced in section 12-77(E)(7)(e); provided that such statement and agreement may be submitted as of the date the license is issued to the organization, and the city shall review the same for compliance with this code;~~

~~(5)(6) Commencing in 2005, dDocumentation evidencing the organization's due payment of all sales taxes applicable to the sales of fireworks by the organization in the preceding year;~~

~~(6)(7) A verified statement that, as a condition of the license, the organization:~~

~~(a) Agrees to purchase fireworks only from those distributors or jobbers that are identified in the statement submitted pursuant to section 12-77(E)(45) to whom a license for such purposes has been issued by the cityCity;~~

~~(b) Will use only those volunteers identified in its application, as supplemented by notice to the city clerk through the date its license is issued to perform labor or services on the site in connection with the retail sale of fireworks or otherwise related to the staffing or other work (including stocking of fireworks and cash register close-out responsibility) associated with the operation of the sales outlet unless otherwise permitted by application of section 12-60(D)(2) or the agreement submitted pursuant to section 12-77(E)(5); provided, however, nothing in this section shall preclude a city licensed distributor or jobber from delivering fireworks to the organization's approved sales outlet or storage facility;~~

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

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

~~(e) Agrees that it shall not, directly or indirectly, compensate or otherwise make any payment to any distributor or jobber, including any of jobber's or distributor's agents, contractors, subcontractors, officers, directors or employees other than for:~~

~~1. The cost of fireworks and related supplies that are sold, consigned or otherwise provided by such jobber or distributor to such organization for retail sale; and~~

~~2. Rental or other charges or fees associated with the lease or use of equipment, furnishings, displays stands, shelving, sales site, sales outlet or storage facility that may be provided to such organization by such distributor or jobber for use by such organization for the sale of fireworks; provided, however, all terms, conditions and costs of any such arrangements shall be clearly and expressly specified, stated and otherwise provided for in a written agreement with such jobber or distributor; provided, further, that in no event shall any such agreement or any other agreement entered into by the organization require or permit the organization to directly or indirectly compensate or otherwise pay any amount to any person or entity on the basis of a percentage of sales, taxes, revenues, receipts, net proceeds or similar methodologies;~~

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

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

~~1. A violation of any of the agreements or understandings set forth in this subsection 12-77(E)(67);~~

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

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

~~(8) A verified statement that the organization understands that, in addition to the eligibility criteria otherwise set forth in this code, as a condition of being permitted to apply for a license to be issued in 2005 or thereafter, the organization shall:~~

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

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

~~(9) Commencing in 2005, verified documentation evidencing that, as of the date of application, applicant has expended, obligated or irrevocably committed at least 90 percent of the net proceeds from the sale of fireworks derived from the retail sale of fireworks during the preceding license year for City of Bellevue community betterment purposes; provided that as a condition of being issued any future license, such organization shall continue to account for all unexpended net proceeds derived from sales of fireworks in subsequent applications for a retail license;~~

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

~~(11) For any application filed in 2004, if an organization has held a license in any of the three preceding years, the applicant must file as a part of its application a written statement of the income and expenses from the sale of fireworks within the City of Bellevue for each of such years, specifically identifying the net proceeds from the sale of fireworks earned in each of the preceding three years in which the organization held a license, together with a statement of this expenditures made for the community betterment of the city and the use of the net proceeds from the sale of fireworks in each of the preceding three years for which it has held a license.~~

(F) In any year, if more than 2520 duly completed applications from eligible organizations are received by the city-clerk City Clerk and have been approved by the city-administrator City Administrator, then the city-clerk City Clerk shall issue licenses from among such approved organizations as follows:

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

(2) In the event that after expiration of the appeal time as outlined in section (G) below for all organizations whose applications were not approved by the city-administrator City Administrator (other than by application of section 12-77(B) or 12-77(C)), there are less than 2520 organizations that have been issued a license by application of 12-77(F)(1), and there remain organizations whose applications were approved by the city-administrator City Administrator, the city-clerk City Clerk shall issue licenses to a number of approved organizations equal to a number that when added to the total of licenses issued for that year pursuant to section 12-77(F)(1) does not exceed 2520; provided that the organization who received a license in the preceding year and whose appeal has been successful shall be accorded the same priority as if approved by the city-administrator City Administrator. The organization to be issued a license pursuant to section 12-77(F)(2) shall be determined by lot in a manner the city-administrator City Administrator finds to be appropriate.

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

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

(1) Unless the organization shall first:

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

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

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

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

§ 12-78 RESERVED.

§ 12-79 BOND.

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

(B) Such bond shall be conditioned so that:

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

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

(C) The bond shall be forfeited to the ~~city-City~~ in its entirety whenever the license issued to the organization is revoked by the ~~city-City~~ for any reason contemplated by section 12-77(E)(67) or whenever the organization shall not comply with the condition set forth in section 12-79(B)(2).

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

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

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

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

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

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

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

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

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

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

(H) Each distributor's or jobber's license issued by the ~~city~~ City shall be subject to immediate revocation or suspension by the ~~city~~ City:

~~(1) Whenever the distributor or jobber shall sell, purchase or distribute fireworks to or from any retailer, jobber or distributor that is not appropriately licensed by the city at the time of the purchase, sale or distribution.~~

~~(2) Whenever the distributor or jobber including any contractor, subcontractor, officer, director, employee or agent thereof, directly or indirectly, contracts for and receives any compensation, payment or other consideration from a city retail licensee other than to pay such jobber or distributor for:~~

~~(a) The cost of fireworks (including related supplies) sold, consigned or otherwise provided by such jobber or retailer to the retail licensee for sale by the retail licensee; and~~

~~(b) Rental or other charges or fees associated with such licensee's lease or use of equipment, furnishing, displays, stands, shelving, sales site, sales outlet or storage facility that are provided by such distributor or jobber to the retail licensee for its use in connection with its sale of fireworks; provided, however, that all terms, conditions and costs of any such arrangements shall be clearly and expressly specified, stated and otherwise provided for in a written agreement with such retail licensee. In no event shall any such agreement require or permit, directly or indirectly, any retail licensee to compensate or otherwise pay any amount to such jobber or distributor on the basis of percentage of sales, taxes, revenues, receipts, net proceeds or similar methodologies.~~

§ 12-81 INSPECTION REQUIRED; DUTY OF LICENSEE.

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

(B) The organization shall request the ~~city~~ City in writing addressed to the ~~city clerk~~ City Clerk not later than 4:00 p.m. on June 23 of the appropriate calendar year to make such inspection. The ~~city~~ City shall attempt to conduct such inspection within 24 hours after the request has been made. The inspector(s) shall advise the ~~city clerk~~ City Clerk at such time as the inspection has determined that such organization is in compliance with the requirements of the code.

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

§ 12-82 DISPLAY OF RETAIL LICENSE.

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

§ 12-83 DURATION.

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

§ 12-84 AGE OF SELLERS AND PURCHASERS.

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

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

§ 12-85 STATEMENT OF PROFITS AND EXPENSES.

(A) ~~Commencing in 2004, e~~Each organization that has received a retail license pursuant to section 12-77 shall file with the ~~city clerk~~City Clerk on or before September 30, a detailed verified statement providing the following information:

~~(1) The aggregate dollar amount paid to each distributor or jobber by the organization in furtherance of its operation at the organization's sales outlet during the license period, with supporting documentation as the city shall reasonably consider appropriate, including corresponding invoices detailing all purchases of fireworks and supplies that are dated as the time of each delivery;~~

~~— (2) An inventory of all fireworks remaining after close of the business for the license period, together with the disposition of the same, including statements and invoices evidencing any payment, reimbursement or other credit received by the organization, with supporting documentation as the city shall reasonably consider appropriate;~~

~~(1)(3) The total dollar amount paid by all patrons for fireworks at the sales outlet during the license period, including, separately stated, the amount of sales tax collected by the organization and to be paid in connection with such sales, including the manner and means of calculating the same; and. Such amounts shall be evidenced by supporting documentation identifying daily receipts from all sales of fireworks with corresponding deposits of such funds (and sales tax receipts) into accounts separately maintained by such organization for the sales of fireworks;~~

~~— (4) The dollar amount of any allowable expenses (i.e., those expenses identified in or otherwise allowed by section 12-60(d)(2) used to determine net proceeds) claimed by the organization in connection with its sale of fireworks, including supporting documentation as the city shall reasonably consider appropriate;~~

~~— (5) The dollar amount of net proceeds the organization has derived from the sale of fireworks during the license period, including the manner and means of calculating the same;~~

~~— (6) The amount of all sales taxes paid or to be paid by the organization in connection with its fireworks sales, including detail as to the manner and means of determining such amounts. Copies of all statements prepared by the organization for reporting and paying such amounts to the state shall be concurrently furnished to the city clerk; and~~

~~(2)(7) Such other information as the city~~ City shall consider appropriate.

(B) Such statement shall be filed on a form that the ~~city clerk~~City Clerk has prepared for such purposes, ~~which form shall be reviewed annually and made available by no later than June 1 of each year.~~

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~~(C) The organization shall promptly supplement the form with such information as the city shall reasonably consider appropriate.~~

~~(C)(D) The form shall be maintained and made available in the office of the city clerk~~City Clerk; ~~provided that such information shall be considered the confidential proprietary information of the organization and of the applicant/distributor/jobber and not subject to disclosure to the extent permitted by law. In the event any request is made for such information, city shall notify the organization/distributor/jobber of such request.~~

§ 12-86 VIOLATIONS.

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

§§ 12-87—12-100 RESERVED.

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CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12c.
4/20/2021

COUNCIL MEETING DATE: 04/06/2021	SUBMITTED BY: Mike Christensen	Permits & Inspections
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Ordinance pertaining to the adoption of the 2021 International Fire Code

SYNOPSIS/BACKGROUND:

It is time for the City of Bellevue to update our codes to the current codes available.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve ordinance to adopt code updates for the City of Bellevue.

ATTACHMENTS:

1. Ordinance <u>4031</u>	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Breechlin

[Signature]

ORDINANCE NO. 4031

AN ORDINANCE TO AMEND SECTIONS 12-2, 12-36 THROUGH 12-36.1 AND 12-170 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO THE BELLEVUE FIRE PREVENTION CODE; TO REPEAL SECTIONS 12-2, 12-36 THROUGH 12-36.1 AND 12-170 OF THE BELLEVUE CITY CODE AS HERETOFORE EXISTING; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Section 12-2 of the Bellevue Municipal Code is hereby amended to read as follows:

Sec. 12-2. Fire Hydrants generally

(a) No building shall be erected within the city limits and within the extra-territorial zoning jurisdiction of the city, unless it shall be protected by sufficient approved type fire hydrants in accordance with Section ~~506~~ 507 Fire Protection Water Supplies and Appendix B Fire Flow Required for Buildings of the ~~2012~~ 2021 International Fire Code.

(b) Where compliance with this section requires the installation of private hydrants, such hydrants will be installed at the expense of the property owner requiring such hydrants. These hydrants shall be served by a minimum of a 6-inch main and shall be certified, inspected, flow tested, and maintained by the Metropolitan Utilities District.

(c) All fire hydrant systems shall meet the approval of the fire department as to installation and location. Plans and specifications shall be submitted to the fire department for review and approval prior to construction.

(d) Building construction or storage areas shall not be started prior to the hydrant system being placed in service.

Section 2. That Section 12-36 of the Bellevue Municipal Code is hereby amended to read as follows:

Sec. 12-36. Adoption of International Fire Code

There is hereby adopted by the city of Bellevue, Nebraska, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain code known as the ~~2012~~ 2021 International Fire Code, being particular the edition in use the year of which shall correspond with the same year of the building code being currently used by the City of Bellevue, including appendices, of which code not less than three (3) copies have been and are now filed in the office of the Fire Marshal, and the same is hereby adopted and incorporated as fully set out at length herein; provided that whenever any provision shall conflict with the provisions of the City Code, or any other City ordinance, the provision of the City Code or other such ordinance shall govern.

Section 3. That Section 12-36.1 of the Bellevue Municipal Code is hereby amended to read as follows:

Sec. 12-36.1 Amendments and changes to code adopted in Sec 12-36 adoption of International Fire Code.

(A) The International Fire Code, ~~2012~~ 2021 Edition, is amended and changed in the following respects:

(1) **Amend Section 308.1.4 Open flame cooking devices.** By deleting exception 2 and by changing exception 3 to read as follows:

Exceptions:

2. LP-gas cooking devices having LP-gas container with a water capacity not greater than 20 pounds.

(2) **Amend Section 503.2.1 Dimensions.** Change “20 feet” to “24 feet”.

(3) **Delete Section 503.2.7 Grade,** and substitute the following language:

“The grade of the fire apparatus access road shall be a maximum of 10%”

(4) **Delete Section 507.5.3 (1)** and substitute the following language:

Private fire hydrants (all types) shall be certified, inspected, flow tested, and maintained by the Metropolitan Utilities District.

(5) **Section 609.1 General.** Insert “and NFPA 96”

(6) **Section 903.2.8 Group R.** Add Exception to read as follows.

Exception: Sprinkler systems are not required in R-3 One- and two-family dwellings, or Townhouses that are separated into separate buildings by a common two (2) hour fire-resistance-rated wall assembly tested in accordance with ASTM E 119 or UL 263. Such walls shall not contain plumbing or mechanical equipment, ducts or vents in the cavity of the common wall. The wall shall be rated for fire exposure from both sides and shall extend to and be tight against exterior walls and the underside of the roof sheathing. Electrical, cable and telephone installations are permitted, but shall be installed in accordance with the adopted electrical code in Chapter 10 of the Bellevue City Code. Penetrations of electrical boxes shall be in accordance with Section R302.4 2012 IRC.

~~(7) **Section 903.2.12 During Construction.** Change “Section 3313” to “Section 3314”~~

~~(8)~~(7) **Amend Section 3405.1 Individual piles.** Add new first sentence, “These regulations shall apply to outdoor storage of tires where fifty (50) or more tires are stored”. Change “5,000 square feet (464.5 M2)” to “2,500 square feet (232.3 M2)” and change “50,000 cubic feet (1416 M3)” to “25,000 cubic feet (707.92 M3)”. Add, “A maximum of two tire piles may be established on a single site”.

~~(9)~~(8) **Delete Section 3405.6**

~~(10)~~(9) **Add Section 3405.8 Bond.** Add as a new Section to read as follows:

Bond. As a condition of the issuance or continuation of any permit authorizing the outdoor storage of tires, the applicant or permittee shall file with the city clerk a bond in favor of the City, with good and sufficient surety, in the amount of \$20,000. This bond shall be conditioned that the applicant or permittee, as principal, shall faithfully perform all of the requirements imposed upon the outdoor tire storage operation by federal, state, and local law; and shall perform such cleanup, moving or removal of tires as is required by federal, state or local law. This section shall apply immediately to all applications or renewal requests submitted after the effective date of this Section.

Holders of permits as of the effective date of this Section shall file the required bond within 90 days of the effective date of this Section.

Once every two (2) years after the effective date of this Section, the City shall inspect all sites licensed under this Section. If such an inspection finds that the fair and reasonable cost to lawfully remove and dispose of all tires stored on the site exceeds \$20,000, then the amount of the required bond for that site shall be immediately increased to equal that cost. In such case, the license holder shall be so notified, and shall provide the required bond within thirty (30) days. Nothing in this Section shall be construed to permit the storage of a volume of tires in excess of that which is otherwise allowed by law.

~~(11)~~**(10) Amend Section 3407.1 Where required.** To read as follows:

Where required. A firmly anchored fence or other approved method of security that controls unauthorized access to the storage yard shall surround the storage yard.

~~(12)~~**(11) Amend Section 3407.2 Construction.** Change “6 feet (1829mm) high” to “10 feet (2048mm high)”.

~~(13)~~**(12) Amend Section 3504.2.1 When required.** Change “30 minutes” to “2 hours” and change “extend” to “modify”

~~(14)~~**(13) Amend Section 5601.1.3 Fireworks.**

Delete Exceptions 1 and 2 and renumber 3 and 4.

~~(15)~~**(14) Amend Appendix D Fire Apparatus Access Roads:** Change all 20 feet widths to 24 feet widths.

(B) ~~Chapter 80~~ The following Reference Standards for this Fire Code are amended as follows:

(1) Change “ICCEC-~~12~~ 21 ICC Electrical Code” to “Electrical Code: The electrical code for this jurisdiction shall be as adopted by Chapter 10 of the Bellevue Municipal Code and all codes adopted therein”

(2) Change “IBC-~~12~~ 21 International Building Code” to Building Code: The building code for the jurisdiction shall be as adopted by Chapter 8 of the Bellevue Municipal Code and all codes adopted therein”.

(3) Delete “IEBC-~~12~~ 21 International Existing Building Code”.

(4) Change “IFGC-~~12~~ 21 International Fuel Gas Code” to “Fuel Gas Code: The fuel gas code for this jurisdiction shall be as adopted in Chapter 27 to the Bellevue Municipal Code”.

(5) Change “IMC-~~12~~ 21 International Mechanical Code” to “Mechanical Code: The mechanical code for this jurisdiction shall be as adopted by Chapter 27 of the Bellevue Municipal Code”.

(6) Change “IPC-~~12~~ 21 International Plumbing Code” to “Plumbing Code: The plumbing code for this jurisdiction shall be as adopted by Chapter 27 of the Bellevue Municipal Code”.

(7) Change “IRC-~~12~~ 21 International Residential Code” to “International Residential Code: The International Residential Code shall be as adopted by Chapter 8 of the Bellevue Municipal Code”.

(8) Delete. “IUWIC-~~12~~ 21 International Urban-Wildlife Interface Code”.

Section 4. That Sections 12-170 of the Bellevue Municipal Code is hereby amended to read as follows:

Sec.12-170. Signs

All signs shall meet the requirements of the ~~2012~~ 2021 International Fire Code, Appendix D. If there is a curb along the fire lane, the curb shall be painted red.

Section 5. That Sections 12-2, 12-36 through 12-36.1 and 12-170 of Chapter1 of the Bellevue City Code as heretofore existing are hereby repealed.

Section 6. This Ordinance shall be published in pamphlet form.

Section 7. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed and approved this ____ day of _____, 2021.

Mayor

Attest:

City Clerk

First Reading 04/06/2021

APPROVED AS TO FORM:

Second Reading _____

City Attorney

Third reading _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12d.
4/20/2021

COUNCIL MEETING DATE: 04/06/2021	SUBMITTED BY: Mike Christensen	Permits & Inspections
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Ordinance pertaining to the adoption of the 2021 International Building Code, International Residential Code & the 2018 International Energy Conservation Code.

SYNOPSIS/BACKGROUND:

It is time for the City of Bellevue to update our codes to the current codes available.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve ordinance to adopt code updates for the City of Bellevue.

ATTACHMENTS:

- | | | |
|-------------------------|-------------------------|-------------------------|
| 1. Ordinance 4032 | 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. Breyer-Robln

[Signature]

[Signature]

AN ORDINANCE TO AMEND SECTIONS ~~8-17~~ 8-16 THROUGH 8-18 OF CHAPTER 8 OF THE BELLEVUE CITY CODE BY ADOPTING THE ~~2012~~ 2021 EDITION OF THE INTERNATIONAL BUILDING CODE WITH AMENDMENTS AND CHANGES; TO REPEAL SECTIONS ~~8-17~~ 8-16 THROUGH 8-18 OF CHAPTER 8 OF THE BELLEVUE CITY CODE AS HERETOFORE EXISTING; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. Section ~~8-17~~ 8-16 through 8-18 of Chapter 8 of the Bellevue City Code is hereby amended to read as follows:

§ Sec. 8-16 STATE BUILDING CODE ADOPTED.

(A) By this reference there is hereby ~~adopted~~ created the State Building Code as such code is identified by Neb. RS § 71-6403 (1943), Reissue of ~~2009~~ and 2010 2019 Cum. Supp.

(1) ~~The International Building Code (IBC), chapter 13 of the 2009~~ 2018 Edition, ~~and all but such chapter of the 2018 edition,~~ published by the International Code Council, ~~except that (i) section 305.2.3 applies to a care facility for twelve or fewer persons;~~

(2) The International Residential Code (IRC), ~~chapter 11 of the 2009-2018 Edition,~~ ~~and all but such chapter of the 2018 edition~~ except section R313, published by the International Code Council;

(3) The International Existing Building Code, ~~2009~~ 2018 Edition, published by the International Code Council.

(B) Notwithstanding any provision in section 8-16 (A), in the event that any provision in the state building code shall conflict with this chapter, any other provision of the Bellevue City Code, ~~including any provision of sections 8-17, 8-18 or 8-18.5,~~ or any other applicable ordinances adopted by the City of Bellevue, the applicable provision of the Bellevue City Code or ordinance shall prevail.

(C) The foregoing matters are made a part of the Bellevue City Code as though fully set out herein; provided, however, that three copies of each such code shall be separately maintained on file in the office of the Permits and Inspections Department and shall remain there for public use and inspection.

Sec. 8-17. Building codes adopted.

(A) The following codes are hereby adopted and shall be considered the building codes for the City:

(1) The International Building Code, ~~2012~~ 2021 Edition, Chapters 2-29, 31-34 35, inclusive;

(2) Appendix C, Group U-Agricultural Buildings; E, Supplemental Accessibility Requirements; Appendix F, Rodent Proofing; Appendix G, Flood Resistant Construction; Appendix I, Patio Covers and Appendix J, Grading, of the International Building Code, ~~2012~~ 2021 Edition;

(3) The International Residential Code, ~~2012~~ 2021 Edition, Chapters 2-24 inclusive: and Chapter 44;

(4) Appendix AJ Existing Buildings and Structures.

~~(4)~~(5) Appendix ~~K~~ AK "Sound Transmission", of the International Residential Code, ~~2012-2021~~ 2021 Edition;

~~(5)~~(6) The International Energy Conservation Code, ~~2009~~ 2018 Edition;

(B) The following chapters are specifically excluded and shall not be considered as part of the building code for the city:

(1) Appendix Chapters A, B, H, K, L, M, N and Q of the International Building Code, ~~2012~~ 2021 Edition;

(C) The ~~2012~~ 2021 International Residential Code shall apply to the construction, alteration, enlargement, replacement or repair of detached one (1) and two (2) family dwellings and their accessory structures, and any new construction required as a result of moving a one (1) or two (2) family dwelling. The 2012 International Building Code shall apply to the construction, alteration, enlargement, replacement or repair of all other buildings and structures, and any new construction required as a result of moving any other building.

(D) Sections of these codes that are modified amended or deleted elsewhere in this article. Three (3) copies of the International Building Code ~~2012~~ 2021 Edition, the International Residential Code ~~2012~~ 2021 Edition, and the International Energy Conservation Code ~~2009~~ 2018 Edition, are to be retained on file with the Permits and Inspections Division and shall there remain for public use and inspection. These codes shall be in effect within the limits of the city and its two-mile zoning "jurisdiction".

Section 2. That Section 8-18 of Chapter 8 of the Bellevue City Code is hereby amended to read as follows:

Sec. 8-18. Amendments and changes to codes adopted in Section 8-17.

(A) The ~~2012~~ 2021 International Building Code is hereby amended, altered, modified and changed in the following respects:

(1) **Amend Section 202, Definitions, by adding the following definitions:**

ELECTRICAL CODE: The electrical code for this jurisdiction shall be Chapter 10 of the Bellevue City Code.

FIRE CODE: The fire code for this jurisdiction shall be Chapter 12 of the Bellevue City Code and all codes adopted therein.

FUEL GAS CODE: The fuel gas code for this jurisdiction shall be the International Fuel Gas Code.

ICC ELECTRICAL CODE: Wherever reference is made to the ICC Electrical Code it shall mean "Electrical Code". See definition for "Electrical Code".

INTERNATIONAL FIRE CODE: Whenever reference is made to the International Fire Code it shall mean "Fire Code".

INTERNATIONAL MECHANICAL CODE: Whenever reference is made to the International Mechanical Code. it shall mean "Mechanical Code" See definition for "Mechanical code.

INTERNATIONAL PLUMBING CODE: Wherever reference is made to the International Plumbing Code it shall mean "Plumbing Code". See definition for "Plumbing Code".

MECHANICAL CODE: The mechanical code for this jurisdiction shall be Article VII Chapter 27 of the Bellevue City Code.

PLUMBING CODE: The plumbing code for this jurisdiction shall be Article IV Chapter 27 of the Bellevue City Code.

(2) **Section 1503.7 2.5 Rain water. Add a new section as follow:**

When roofs are sloped to drain over the edge, scuppers or gutters and down spouts, adequately sized, pitched, and supported, shall be installed to conduct

rain water to ground level. Rain water shall be discharged at least three (3) feet away from the building foundation in a direction parallel to the adjoining property line when the discharge point is within twenty (20) feet of the adjoining property line.

Exception: Structures with no sub-grade spaces.

(3) **Section 1807.1.4 Permanent Wood Foundation Systems.**

Delete this section in its entirety.

(4) **Section 1809.12 Timber footings.**

Delete this section in its entirety.

(5) **Section 1809.5 Frost protection. Delete this section and the exceptions in their entirety and replace with:**

Except where erected on solid rock or otherwise protected from frost, foundation walls, piers, and other permanent supports of buildings and structures larger than seven hundred fifty (750) square feet in area or ten (10) feet in height shall extend below the established frost line. The established frost line shall be 42 inches below the exterior grade of the structure.

Exceptions:

1. The bottom surface of footings for unattached garages and accessory structures of wood or metal not more than seven hundred fifty (750) square feet in area shall not be less than one (1) foot below grade.

2. The bottom surface of foundations that bear on rock surfaces is not required to be below the established frost line provided the rock does not have seams or cracks or contain disintegrated material that could serve as reservoirs for water which could be subject to freezing.

(7) **Chapter 29, Plumbing Systems. Delete this chapter in its entirety and change to read as follows:**

Plumbing systems shall be installed in accordance with Chapter 27 of the Bellevue City Code.

(B) The 2018 International Energy Conservation Code is hereby amended, altered, modified and changed in the following respects:

(1) **Amend Section R303.3 Maintenance information, by deleting the second and third sentences from this section.**

(2) **Amend Table R402.1.2, by changing climate zone 5 and Marine 4 – Basement Wall R-value to read as follows:**

13

(3) **Section R402.4.1.2 testing:**

Delete this section in its entirety.

(4) **Amend Section R403.3.3 Duct Testing (mandatory), by adding exception 3 to read as follows:**

Exception 3. A duct air-leakage test shall not be required for ducts that are sprayed with closed cell foam.

(5) **Amend Section R403.3.5 Building Cavities (mandatory), by adding an exception as follows:**

Exception: Interior building cavities may be used as ducts or plenums for return air when completely panned and sealed.

(6) **Amend Section R403.5.1.1 Circulation systems to read as follows:**

Heated water circulation systems shall be provided with a circulation pump. The system return pipe shall be a dedicated return pipe or a cold-water supply pipe. Gravity and thermosyphon circulation systems shall be prohibited. Controls for circulation hot water system pumps shall start the pump based on the identification of a demand for hot water within the occupancy. The controls may automatically turn off the pump when the water in the circulation loop is at the desired temperature and when there is no demand for hot water.

(7) **Amend Section R403.6 Mechanical ventilation (Mandatory), to read as follows:**

When buildings and dwelling units are provided with mechanical ventilation it shall meet the requirements of Section M1505 of the International Residential Code or with other approved means of ventilation. Outdoor air intakes and exhausts shall have automatic or gravity dampers that close when the ventilation system is not operating.

(8) **Delete Section R403.8 Systems serving multiple dwelling units in its entirety.**

Section 3. That Sections 8-16, 8-17 and 8-18 of Chapter 8 of the Bellevue City Code as heretofore existing are hereby repealed.

Section 4. This Ordinance shall be published in pamphlet form.

Section 5. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed and approved this ____ day of _____, 2021.

Mayor

Attest:

City Clerk

First Reading _____

Second Reading _____

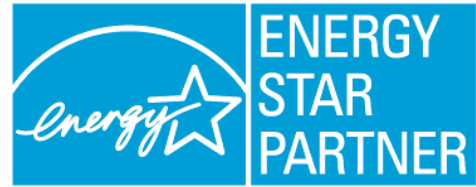
Third reading _____

APPROVED AS TO FORM:

City Attorney



Lifetime
Home Services



5712 Rees Street, Omaha, NE 68106-1254
phone: (402) 651-3278
email: leon.lifetime@cox.net

April 19, 2021

To Mayor Hike & City Council Members

Concerns for Energy Code modifications stated in Ord. 4032

This letter is written out of a concern that certain changes or modification to the 2018 IECC energy code will impact the health, safety and energy costs for new homeowners and occupants in the Bellevue area. The following notes recommend sections such as Air Leakage (Blower Door) Tests, Mechanical Ventilation & Building Cavities used as Ducts revert to the original codes and that others are modified.

First, I want to acknowledge that I write as a RESNET certified HERS Energy Rater who has done energy efficiency analysis and related code compliance tests in Eastern Nebraska and Western Iowa for the past 14 years. My HERS Rater's training includes Building Science (how buildings work & fail), Best Building Practices as well as Blower Door and other test equipment usage.

Prior to this, I worked for over 25 years as a Housing Rehab Inspector managing the City of Omaha's Emergency Repair program. During that time, I saw numerous structural and mechanical problems which could have been prevented if built to modern standards. Consequently, I have a deep respect for all Building and related codes as well as uniform and unbiased inspections or testing procedures.

Current & Proposed Codes

- Bellevue currently enforces the 2009 IECC energy code mandated by the State of Nebraska
- Every 3 years, the International Code Council gives extensive reviews to numerous building codes with updated editions issued in 2012, 2015, 2018 and now 2021
- **The State of Nebraska has mandated changing to the 2018 IECC with this quote from LB405:**
The Legislature finds that consumers have an expectation that newly built houses or buildings they buy meet uniform energy efficiency standards. Therefore, the Legislature finds that there is a need to adopt the 2018 International Energy Code, in order... to ensure that a minimum energy standard is maintain throughout the state (and) to increase energy savings for all Nebraska consumers, especially low-income Nebraskans...
- During the past year, I called Mike Christensen a few times to see how or when Bellevue would adopt the 2018 code. Although we had no formal meetings, he indicated that they might include certain modifications made by the City of Omaha for consistency within the Metro Building area.

Ordinance #4032 / 2018 IECC Codes:

Item B 3: Section R402.1 Changing Basement Wall Insulation Values

- This item reads simply to change the "Basement Wall R-value to...13"
- This is a bit confusing since the 2009 IECC values = 10/13 . . . and the 2018 IECC values = 15/19
 - Footnotes explain the 1st number is the R-value for continuous wall insulation; the 2nd is for frame wall cavity insulation.
- ❖ It's unclear if the single R-13 is meant to refer to one or both conditions. Either way, it's below the 2018 values and needs further clarification.

Item B 3: Section R402.1.2 Testing

- This brief, one line comment completely deletes a Mandatory requirement for Building Air Leakage or Blower Door testing (see Note #1 for original text on pg. 4)
- Air Sealing practices are outlined in the code which requires a visual inspection – but air is invisible and sealing practices cannot be fully evaluated without testing the building’s air leakage rate
- Building air leakage is tested with a Blower Door (photo pg. 4) and measured in units of Air Changes per Hour (ACH)). The 2012 IECC & subsequent editions give a reasonable 3.0 ACH limit.
- Many local Builders regularly test between 2.0 to 2.5 ACH. Those who slightly exceed the limit can follow advice of an experienced HERS Rater or tester to quickly locate & seal typical leakage areas.
- Only the most severe air leakages require additional investigation including Thermal Imaging or IR scans to locate and correct problem areas...and a Code Compliance retest.
- ***The preceding tests are also used to investigate consumer complaints of drafty rooms or moisture problems***...sometimes initiated by a conscientious Builder to correct...other times, these tests are accompanied by an angry Homeowner with his/her attorney in tow.
- The State of Iowa currently enforces a Modified 2012 IECC with an “introductory” 4.0 ACH limit. Sadly, a few local Builders miss this mark but usually pass after sealing notable leaks during the test.
- ❖ It’s been almost a decade since the 2012 IECC Air Leakage Test Mandate was written and it’s unknown when a similar Nebraska code will resurface. ***Bellevue should consider adopting this Test requirement in its original form to protect its citizens as stated in LB405***...or consider Iowa’s modified 4.0 ACH limit to help local Builders either prove or improve their building practices.

Item B 7: Section R403.6 Mechanical Ventilation (Mandatory)

- The disagreement here is that the proposed modification states “***When buildings...are provided*** with Mechanical Ventilation...” opposed the original code’s “***The building shall be provided*** with ventilation...” The difference is the proposal is a “when or IF” statement opposed to a definite Mandate. (see Note #2 for original text on pg. 4)
- There’s a moto in the Building Science community to: “***Build it tight and ventilate right.***” This acknowledges the importance to “build tight” for energy efficiency but to also provide Indoor Air Quality and some moisture control for building’s occupants.
- Most experts recommend ventilation in homes below 3.0 ACH and definitely below 2.0 ACH.
- ❖ Prospective Homeowners can’t evaluate these items without a Blower Door test report. However, it’d be best to ***install a Ventilation system and provide homeowners information how it’s used.***
- Builders often complain Ventilation systems are cost prohibitive -- but 3 methods are approved:
 - An Exhaust-Only method – usually a high-tech Bath fan replacing a “standard” Bath fan.
 - An Air Cyclor system – a mid-priced system providing outdoor air into the HVAC ductwork.
 - A Balanced system (usually an Energy Recovery Ventilator or ERV) – this is the preferred method but comes with a \$2,000+ cost.
- A case in point: I recently talked to a former Iowa customer whose house tested at 1.4 ACH. An ERV was planned but not installed. Recently he discovered moldy Basement wall insulation and needs to make repairs, dehumidify. . . and finally install an ERV

Item B 4: Section R403.3.3 Duct Testing – an amendment for an Exception

- This item is actually a subsection of the larger **Section R403** Ducts which states numerous ductwork requirements. One intent of these codes is to assure ducts are properly sealed, insulated and tested to assure minimal cross-contaminations of air leaks in unconditioned spaces such as Attics.
- This item states: ”A duct air leakage test shall not be required for ducts that are spray foamed with closed cell foam” but lacks a clear definition of acceptable ductwork or other code requirements.
- A continuous 1.5 inch coating of closed cell foam should provide good duct sealing and insulation value on sheet metal ducts – but it should not be used on flex vinyl ducts due to the product’s high temperature application.
- Many duct systems are a” hybrid” using both metal and flex duct...the flex portion would be questionable thus requiring duct testing. (see photos page 4)
- ❖ This item needs further clarification.

Item B 4: Section R403.3.5 Building Cavities allowed as Return ductwork

- The original 2018 code reads: “**R403.3.5 Building Cavities (Mandatory) *Building framing cavities shall not be used as ducts or plenums.***”
- The practice of using wooden building cavities such as floor joists and stud walls for Return ducts goes back to the early 1900's. No doubt, this is a familiar and convenient construction method.
- **This practice was prohibited under the 2012 & subsequent codes** partially since it allows building dust & contaminants into the HVAC system and is difficult to seal for code compliance
- Although these Return Air (RA) systems do not require duct tests by themselves, I have tested countless of these systems while testing 2 story homes with Attic ducts. Here’s my observations:
 - Sometimes Duct Tests are done after a Mechanical Inspector’s tentative approval of a visual Rough-In inspection. Some of the following were found afterwards during a failed test.
 - Some slight overages are at unsealed metal duct to wood framing joints above RA trunklines at other beyond-line-of-site areas. These are quickly Mastic-sealed on-site for a passing score.
 - Missing joist-space RA headers are also overlooked and can prohibit a duct pressurization test.
 - Other severe HVAC technician oversights and multiple minor leaks require hours of additional investigate and sealing work – sometimes including a fogger or “smoke” test to detect leaks.
 - See related photos on page 5.
- Most HVAC contractors do good duct sealing work, the above documents their occasional misses or the additional attention needed to “squeak-by”and pass the 2009 leakage rates.
- Sometimes contractors fail a Rough-In test and will retest at the more generous Final leakage rate. The following chart shows this may no longer be an option:

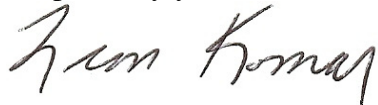
	* HVAC Duct Leakage Rates:			
	<u>Rough-In</u>	<u>Final</u>	<u>Outside Leaks</u>	<u>Bldg. Cavities Used for Returns</u>
Current 2009 IECC	6 cfm	12 cfm	8 cfm	allowed by the2009 code
Iowa modified 2012 IECC	6 cfm	6 cfm	4 cfm	IA mod allows but requires testing
2018 IECC	4 cfm	4 cfm	1.5 cfm	IECC prohibits / allowed per proposal

* Duct Leakage limits are calculated at the stated cfm per 100 sq ft of conditioned floor space.

- ❖ One way to assure successful duct leakage rates may be to revert to the original 2018 IECC code prohibition...or encourage local HVAC contractors to “up their game” and buy a large supply of Mastic Sealant.

Feel free to contact me if you have any questions or wish to discuss the letter further

Respectfully yours,



Copy: Mike Christensen

Supplemental Notes & Photos

#1 2018 IRC & IECC Air Leakage / Blower Door Test

N1102.4.1.2 (R402.4.1.2) Testing. The *building* or dwelling unit shall be tested and verified as having an air leakage rate of not exceeding five air changes per hour in *Climate Zones* 1 and 2, and three air changes per hour in *Climate Zones* 3 through 8. Testing shall be conducted in accordance with RESNET/ICC 380, ASTM E779 or ASTM E1827 and reported at a pressure of 0.2 inch w.g. (50 Pascals). Where required by the *building official*, testing shall be conducted by an *approved* third party. A written report of the results of the test shall be signed by the party conducting the test and provided to the *building official*. Testing shall be performed at any time after creation of all penetrations of the *building thermal envelope*.



#2 2018 IECC Mandatory Mechanical Ventilation

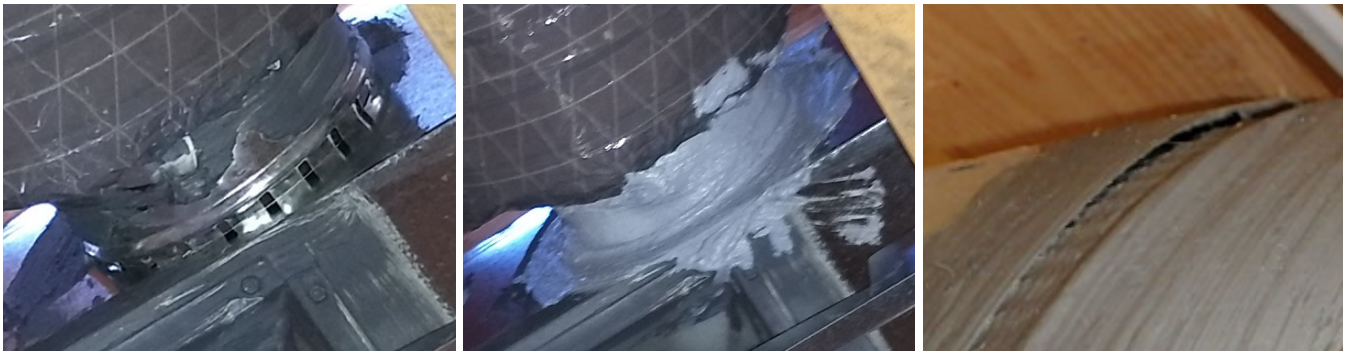
R403.6 Mechanical ventilation (Mandatory). The building shall be provided with ventilation that complies with the requirements of the *International Residential Code* or *International Mechanical Code*, as applicable, or with other *approved* means of ventilation. Outdoor air intakes and exhausts shall have automatic or gravity dampers that close when the ventilation system is not operating.



A “hybrid” spray-foamed metal & flex duct system . . . & register end of the flex.

Wintertime snow melt directly above the insufficiently sealed or insulated flex duct connection shown in the above right photo →





Leakage areas on sheet metal ducts are usually quite visible & easy to seal



Unsealed metal RA Trunk to Joist connections are often unnoticed but add to leakage



Wood is an imperfect material: a full-length check in this framing material leaked & was sealed



This 2-inch overcut was not visible from below & was difficult to seal



Missing RA Headers are often not noticed – but can create negative pressure zones that backdraft gas-fired Water Heater flues



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mark@o-heat.com
402.250.2791

April 19, 2021

Bellevue Mayor Rusty Hike, Chief Inspector Mike Christensen and City Council,

I have been doing blower-door tests and duct leakage tests for code compliance in Eastern Nebraska and Western Iowa for the past 12 years. For the past 3 ½ years, that has included blower-door testing to indicate whether newly-built houses in Iowa comply with the 2012 International Energy Efficiency Code (2012 IECC), as required by Iowa building code. Iowa amended the 2012 IECC, relaxing the allowed leakage limit from 3 air changes per hour (ACH) at the test pressurization of -50 Pascals to 4 ACH.

The Iowa code requires whole-house mechanical ventilation on all new houses which are tight enough to pass the tightness requirement, but the ventilation requirement is not being enforced. Ventilation is functionally optional.

Over the past 12 months, I did blower-door tests on 46 new houses. Of those, the median air tightness measurement was 1.92 ACH. Note that this is more than twice as tight as the code requires, and is well within the range where mechanical ventilation is officially required. The blower-door test report includes a recommended rate of whole-house ventilation. The test usually costs the builder less than \$200.

Houses today are being built much more air-tight than the homes most of us live in. This is good for saving energy, but not for the health of the families living in the newer houses. Indoor air pollutants from occupant activities and from outgassing building materials can accumulate in unventilated houses. For the health of occupants, ventilation is required. And to know the right amount of ventilation, the air-tightness of the house must be measured with a blower-door test.

Sincerely,

Mark Loscutoff

Mark Loscutoff

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12e.
4/20/2021

COUNCIL MEETING DATE: 04/06/2021	SUBMITTED BY: Mike Christensen	Permits & Inspections
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Ordinance pertaining to the amendments of the 2021 International Residential Code.

SYNOPSIS/BACKGROUND:

It is time for the City of Bellevue to update our codes to the current codes available.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve ordinance to adopt code updates for the City of Bellevue.

ATTACHMENTS:

1. Ordinance 4033	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:

A. Bruce Rolin

FINANCE APPROVAL AS TO FORM:

[Signature]

ADMINISTRATOR APPROVAL AS TO FORM:

[Signature]



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City of Bellevue
Michael Christensen
1510 Wall St
Bellevue, NE 68005



April 9, 2021



Dear Michael,



On behalf of the Metro Omaha Builders Association (MOBA), we are writing in favor of Bellevue adopting the 2021 IRC with amendments. MOBA's mission is to promote and protect the home building industry. The principles of the IRC falls in line with MOBA's desire to protect the public's health, safety and welfare.



Sincerely,



Greg Frazell
President, Metro Omaha Builders Association



2021 Board of Directors:

President - Greg Frazell

Vice President - Brett Clarke

Immediate Past President - Ryan Krejci

Treasurer - Dan Wellendorf

Secretary - Deb Benak

Director - David Hartman

Director - Matt Kronaizl

Director - Marc Stodola

Director - Dave Tewes

Director - Kent Therkelsen

Director - Jason Troshynski

Director - Dave Vogtman

ORDINANCE NO 4033

AN ORDINANCE TO AMEND SECTION 8-18.6 OF CHAPTER 8 OF THE BELLEVUE CITY CODE PERTAINING TO THE AMENDMENTS AND CHANGES TO THE INTERNATIONAL RESIDENTIAL CODE, 2012 2021 EDITION; TO REPEAL SECTION 8-18.6 OF CHAPTER 8 OF THE BELLEVUE CITY CODE AS HERETOFORE EXISTING; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Section 8-18.6 of Chapter 8 of the Bellevue City code is hereby amended to provide as follows:

Sec. 8-18.6. Amendments and changes to the International Residential Code, 2012 2021 Edition.

(A) The International Residential Code, 2012 2021 Edition, is amended and changed in the following respects:

(1) **Amend Section R202 Definitions, by adding the following definition:**

Sleeping Room. Any room in the house that is greater than seventy (70) square feet, has a built-in closet space and typically could be used as a bedroom. This does not include rooms used for cooking, eating, family living or gathering and excludes bathrooms, toilet rooms, halls, storage, utility and workshop space and all unconditioned space.

(2) **Amend Table R301.2(4) Climatic and Geographic Design Criteria, by adding the following:**

Table R301.2 (4) Climatic and Geographic Design Criteria

Ground SNOW LOAD	WIND SPEED Mph	SEISMIC DESIGN CATEGORY	SUBJECT TO DAMAGE FROM				WINTER DESIGN TEMP	FLOOD HAZARDS	ICE BARRIER REQD	AIR FREEZING INDEX	MEAN ANNUAL TEMP
			Windblowing*	Frost Load Mph	Termites	Decay					
25	90 115	A	Severe	42"	M-H	S-M	-3	1971	YES	1680	51.2°

MANUAL J DESIGN CRITERIA

Elevation	Altitude Correction	Coincident Wet bulb	Indoor winter design temperature dry	Indoor winter design dry - bulb temperature	Outdoor Winter dry design temperature	Heating temperature difference
1,033	N/A	77% Humidity		70 F	1 F	69 F
Latitude	Daily range	Indoor summer design humidity	Indoor summer	Indoor summer design temperature	Outdoor summer design temperature	Cooling temperature difference
41.1543623		50%		75 F	91 F	16 F

(3) **Amend Table R301.5 Minimum Uniformly Distributed Live Load, by changing the number "30" (live load for sleeping rooms) and replacing it with the number "40"**

(4) **Amend Section: R302.2 Townhouses. To read as follows:**

Each townhouse shall be considered a separate building and shall be separated by a common two (2) hour fire-resistance-rated wall assembly tested in accordance with ASTM E 119 or UL 263. Such walls shall not contain plumbing or mechanical equipment, ducts or vents in the cavity of the common wall. The wall shall be rated for fire exposure from both sides and shall extend to and be tight against exterior walls and the underside of the roof sheathing. Electrical, cable and telephone installations are permitted, but shall be installed in raceways and metallic outlet boxes. Electrical installation shall be installed in accordance with the adopted electrical code in Chapter 10 of the Bellevue City Code. Penetrations of electrical boxes shall be in accordance with Section R302.4.

Exception: A common 1-hour fire-resistance-rated wall assembly tested in accordance with ASTM E 119 or UL 263 is permitted for townhouses equipped with an automatic sprinkler system installed in accordance with NFPA 13, provided the common wall does not contain plumbing or mechanical equipment, ducts or vents in the cavity of the common wall. The wall shall be rated for fire exposure from both sides and shall extend to and be tight against exterior walls and underside of the roof sheathing. Electrical installations shall be installed in accordance with the adopted electrical code in Chapter 10 of the Bellevue City Code. Penetrations of electrical outlet boxes shall be in accordance with Section R302.4.

- (5) **Amend Section: R302.3 Two family dwellings. Delete exception #1 in its entirety.**

- (6) **Amend Section R307.1 Space required, to provide as follows:**

Fixtures shall be spaced as per Chapter 27 of the Bellevue Plumbing Code.

Delete Figure 307.1 Minimum fixture clearances, in its entirety.

- ~~(7)~~ **Delete R309.5 Fire sprinklers. Delete this section in its entirety.**

- ~~(8)~~ **Amend Section R310.1 Emergency escape and rescue opening required. Delete exception #2 in its entirety.**

- ~~(9)~~ **Amend Section R310.6 Dwelling additions. Delete exception #3 in its entirety.**

- ~~(10)~~ **Amend Section R310.7 Alterations or repairs of existing basements, to read as follows:**

An emergency escape and rescue opening is required where existing basements undergo alterations or repairs.

Exception: New sleeping rooms created in an existing basement shall be provided with emergency escape and rescue openings in accordance with Section R310.1

- ~~(11)~~ **Amend Section R311.3.1 Floor elevations at the required front door, to read as follows:**

The landing or floor on the exterior side shall be not more than 7-3/4" (196mm) below the top of the interior finished floor provided that the door does not swing over the landing or floor.

- ~~(12)~~ **Amend Section R311.3.2 Floor elevations at other exterior doors, to read as follows:**

Doors other than the required egress door shall be provided with landings or floors not more than 7-3/4" (196mm) below the top of the finished floor.

Exception: A top landing is not required where a stairway of not more than three risers is located on the exterior side of the door, provided that the door does not swing over the stairway.

- ~~(7)~~~~(13)~~ **Amend Section R311.7.2 Headroom. Add the Following as a second paragraph:**

The Building Official shall have the authority to waive the requirements of this section where pre-existing conditions will not allow the requirements to be met.

- ~~(8)~~~~(14)~~ **Amend Section: R311.7.8.2-4Continuity. Add exception 3 to read as follows:**

Exception 3. Handrails for stairways shall be permitted to have no more than a 4" break due to wall offsets and other ornamental features.

- ~~(9)~~ **Amend Section R312.1.3 Guard opening limitations, by adding exception 3 to read as following:**

~~Exception 3. Required guard rail openings on decks, balconies and openings between floors shall not be constructed with horizontal rails or other ornamental patterns that result in a ladder effect.~~

~~(10)~~(15) Amend Section R313.1 Townhouse automatic fire sprinkler systems, to read as follows:

An automatic residential fire sprinkler system is not required to be installed in townhouses.

~~(11)~~(16) Amend Section R313.1.1 Design and installation, to read as follows:

Design and installation for non-required systems. When a non-required automatic residential fire sprinkler system is intended to be installed within a townhouse, the system shall be designed and installed in accordance with NFPA 13 NFPA 13D or NFPA 13R.

~~(12)~~(17) Amend Section R313.2 One- and two-family dwellings automatic fire systems, to read as follows:

An automatic residential fire sprinkler system is not required to be installed in one- and two-family dwellings.

~~(13)~~(18) Amend Section R313.2.1 Design and Installation, to read as follows:

Design and installation of non-required systems. When an automatic residential fire sprinkler system is intended to be installed, it shall be designed and installed in accordance with NFPA 13, NFPA 13D or NFPA 13R.

~~(14)~~(19) Amend Section: R317.1 Location required. Change location #2 to read as follows:

All wood framing members, sills, or plates that rest on concrete or masonry walls.

(20) Delete Section R317.1.1 Field treatment. Delete this section in its entirety.

(21) Amend Section R318.1 Subterranean termite control methods., by deleting method #5 in its entirety and renumbering #6 to #5.

(22) Delete Section R318.1.2 Field treatment. Delete this section in its entirety.

(23) Delete Section R318.3 Barriers. Delete this section in its entirety.

~~(15) Amend Section R322.2.1 Elevation requirements. Change requirement 1 to read as follows:~~

~~1. Buildings and structures shall have the lowest floors elevated to a level one (1) foot minimum above the design flood elevation.~~

(24) Amend Section R326 Habitable attic, and subsections R326.1, R326.2 and R326.3 to read as follows:

A habitable attic shall not be considered a story where complying with all of the following requirements:

1. The occupiable floor area is not less than 70 square feet (6.5 m²), in accordance with Section R304.
2. The occupiable floor area has a ceiling height in accordance with Section R305.
3. The occupiable space is enclosed by the roof assembly above, knee walls (if applicable) on the sides and the floor-ceiling assembly below.

4. The floor of the occupiable space shall not extend beyond the exterior walls of the floor below.

(16)(25) Amend Section R403.1.4.1 Frost protection, to read as follows:

Except where otherwise protected from frost, foundation walls, piers, and other permanent supports of buildings and structures shall be protected from frost by one or more of the following methods:

1. Extended below the frost line specified in Table R301.2 (4).
2. ~~Constructed in accordance with ASCE 32; or~~
3. ~~2. Erected on solid rock.~~

Exceptions:

1. Protection of freestanding accessory structures with an area of 750 square feet or less, of light framed construction, with an eave height of ten feet or less shall not be required.
2. Protection of freestanding accessory structures with an area of 400 square feet or less, of other than light framed construction, with an eave height of ten feet or less shall not be required.
3. ~~Decks not supported by a dwelling need not be provided with footings that extend below the frost line.~~

Footings shall not bear on frozen soil unless the frozen condition is permanent.

General note:

1. Deck footings shall be twice the diameter of the supporting member.

(17)(26) Delete Section R403.3 Frost protection shallow footings in its entirety.

(18)(27) Delete Table R403.3 (1) in its entirety.

(19)(28) Delete Figures R403.3 (1), R403.3 (3), R403.3 (4) and R403.4.(1) in their entirety.

(20)(29) Delete Sections R403.3.1, R403.3.1.1, R403.3.1.2, R403.3.2, R403.3.3, R403.3.4 and R403.4.1 in their entirety.

(30) Delete Section R404.1.8 Rubble stone masonry in its entirety.

(31) Delete Section R404.2 Wood foundation walls, and subsections R404.2.1, R404.2.2, R404.2.3, R404.2.4, R404.2.5 and R404.2.6 in their entirety.

(21)(32) Change Section R502.6.2 Joist Framing, to read as follows:

Joist framed into the side of a wood girder shall be supported by approved framing anchors.

(33) Amend Section 507.3 Footings. Delete all exceptions and amend to read as follows:

Decks shall be supported on concrete footings or other approved structural systems designed to accommodate all loads in accordance with Section R301. Deck footings shall extend below the frost line specified in Table R301.2 in accordance with Section R403.1.4.1 and sized to carry the imposed loads from the deck structure to the ground as shown in Table R507.3.1

(34) Amend Section 507.3.1 Minimum size. Amend to read as follows:

The minimum size of concrete footings shall be in accordance with Table R507.3.1, and allowable soil-bearing pressure of 1,500_a pounds per square foot.

- a. Where the building official determines that in-place soils with and allowable bearing capacity of less than 1,500 psf are likely to be present at the site, the allowable bearing capacity shall be determined by a soil investigation.

(35) Delete Table R507.3.1 in its entirety and replace with new Table R507.3.1 Minimum Footing Sizes for Decks.

TABLE R507.3.1 MINIMUM FOOTING SIZES FOR DECKS

Footing Depth	Footing Diameter Allowed (1,500 psf soil-bearing pressure)						
	8" diam	10" diam	12" diam	14" diam	16" diam	18" diam	20" diam
42"	<941 lbs	< 1340 lbs	< 1805 lbs	<2334 lbs	<2930 lbs	<3591 lbs	<4316 lbs
48"	<1481 lbs	<2071 lbs	<2747lbs	<3509 lbs	<4360lbs	<5298 lbs	<6323 lbs
Post diam	4x4	4x4	6x6	6x6	Engineered	Engineered	Engineered

(36) Amend Section R507.4 Deck posts. To read as follows:

For single-level decks, wood post size shall be in accordance with Table R507.3.1 and post height in accordance with Table R507.4

(37) Delete Table R507.4 and replace with new Table R507.4

TABLE R507.4 DECK POST HEIGHT

DECK POST SIZE	MAXIMUM HEIGHT (FEET-INCHES)
4X4	6
4X6	8
6X6	14
8X8	14

(22)(38) Amend Section R903.4 Roof drainage, add to existing paragraph as follows:

When roofs are sloped to drain over the edge, scuppers or gutters and down spouts, adequately sized, pitched and supported, shall be installed to conduct rain water to ground level. Rain water shall be discharged at least three (3) feet away from the building foundation in a direction parallel to the adjoining property line.

Exception: Structures with no sub-grade spaces.

(39) Delete Section R908.3.1 Roof recover in its entirety.

(40) Amend Section R908.3.1.1 Roof recover not allowed to read as follow:

A roof recover shall not be permitted.

(41) Delete Chapter 11, Energy Efficiency. Delete this chapter in its entirety and change to read as follows:

One- and Two-Family Dwellings shall be designed and constructed in accordance with the 2018 International Energy Conservation Code as amended in chapter 8, section 8-18 (B) of the Bellevue City Code.

(23)(42) Delete Chapter 25 through Chapter 32 in their entirety and substitute the same with the following:

- a. The plumbing requirements shall conform to the provisions of Chapter 27 of the Bellevue City Code.

b. When installed; Fire sprinkler systems shall be installed in accordance with NFPA 13, NFPA 13D or NFPA 13R.

(24)(43) Delete Chapter 33 through Chapter 42 in their entirety and substitute the same with the following:

a. The storm drainage requirements shall conform to the provisions of Chapter 27 of the Bellevue City Code.

b. The electrical requirements shall conform to the provisions of Chapter 10 of the Bellevue City Code.

Section 2. That Section 8-18.6 of Chapter 8 of the Bellevue City Code as heretofore existing are hereby repealed.

Section 3. This Ordinance shall be published in pamphlet form.

Section 4. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed and approved this ___ day of _____, 2021.

Mayor

Attest:

City Clerk

First Reading _____

APPROVED AS TO FORM:

Second Reading _____

City Attorney

Third reading _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12f.
4/20/2021

COUNCIL MEETING DATE: 04/06/2021	SUBMITTED BY: Mike Christensen	Permits & Inspections
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Ordinance pertaining to the adoption of the 2021 International Mechanical Code.

SYNOPSIS/BACKGROUND:

It is time for the City of Bellevue to update our codes to the current codes available.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve ordinance to adopt code updates for the City of Bellevue.

ATTACHMENTS:

1. 2. 3.

4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

A. Bruehollins

FINANCE APPROVAL AS TO FORM:

[Signature]

ADMINISTRATOR APPROVAL AS TO FORM:

[Signature]

ORDINANCE NO. 4034

AN ORDINANCE TO AMEND SECTIONS 27-196 THROUGH 27-196.1 OF CHAPTER 27 OF THE BELLEVUE CITY CODE BY ADOPTING THE ~~2012~~ 2021 EDITION OF THE INTERNATIONAL MECHANICAL CODE; TO REPEAL SECTIONS 27-196 THROUGH 27-196.1 OF THE BELLEVUE CITY CODE AS HERETOFORE EXISTING; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That section 27-196 of Chapter 27 of the Bellevue City Code is hereby amended to read as follows:

Sec. 27-196. Adopted.

The International Mechanical Code, ~~2012~~ 2021 Edition, published by the International Code Council, Inc., is hereby adopted by reference and made a part of this division as though set out in full herein; provided that whenever any provisions of the International Mechanical Code conflict with the provisions of the City Code or any other City Ordinance, the provisions of the City Code or such City Ordinance shall govern. Three (3) copies of the International Mechanical Code, ~~2012~~ 2021 Edition, are on file in the office of the Permits and Inspections Department and shall there remain for public use and inspection.

Section 2. That Section 27-196.1 of Chapter 27 of the Bellevue City Code is hereby amended to read as follows:

Sec. 27-196.1. Amendments and changes to the International Mechanical Code, ~~2012~~ 2021 Edition.

(A) The International Mechanical Code, ~~2012~~ 2021 Edition, is amended and changed in the following respects:

(1) **Delete Chapter 1 Administration, in its entirety.**

(2) **Amend Section 401.2 Ventilation required. To read as follows:**

Every occupied space shall be ventilated by natural means in accordance with Section 402 or If needed by mechanical means in accordance with Section 403.

(3) **Amend Section 403.2.1 Recirculation of air. To read as follows:**

The outdoor air provided by Section 403.3 shall not be recirculated. Air in excess of that provided by Section 403.3 shall not be prohibited from being recirculated as a component of supply air to building spaces, except that:

(1) Ventilation air shall not be recirculated from one dwelling to another or to dissimilar occupancies.

(2) Supply air to a swimming pool and associated deck areas shall not be recirculated unless such air is dehumidified to maintain the relative humidity of the area at 60 percent or less. Air from this area shall not be recirculated to other spaces where more than 10 percent of the resulting supply airstream consists of air recirculated from these spaces.

(3) Where mechanical exhaust is required by Note b in Table 403.3.1.1, recirculation of air from such spaces shall be prohibited. Recirculation of air that is contained completely within such spaces is prohibited, all air supplied to such spaces shall be exhausted, including any air in excess of that required by Table 403.3.1.1

(4) Where mechanical exhaust is required by note g in Table 403.3.1.1, mechanical exhaust is required and recirculation from such spaces is prohibited where more than 10 percent of the resulting supply airstream consists of air recirculated from these spaces. Recirculation of air that is contained completely within such spaces shall not be prohibited.

(4) **Amend Section 403.3 Outdoor air and local exhaust airflow rates. To read as follows:**

When group R-2, R-3 and R-4 occupancies three stories and less in height above grade plane are provided with outdoor air and local exhaust they shall be in accordance with Section 403.3.2 Other buildings intended to be occupied may be provided with outdoor air and local exhaust in accordance with Section 403.3.1.

(5) **Section 508.1.1 Makeup air temperature.**

Delete this section in its entirety.

(6) **Section 1101.9 Locking access port caps.**

Delete this section in its entirety.

Section 3. That Sections 27-196 and 27-196.1 of Chapter 27 of the Bellevue City Code as heretofore existing are hereby repealed.

Section 4. This Ordinance shall be published in pamphlet form.

Section 5. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed and approved this ___ day of _____, 2021.

Mayor

Attest:

City Clerk

First Reading _____

APPROVED AS TO FORM:

Second Reading _____

City Attorney

Third reading _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12g.
4/20/2021

COUNCIL MEETING DATE: 04/06/2021		SUBMITTED BY: Mike Christensen		Permits & Inspections	
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input checked="" type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	<input type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Ordinance pertaining to the adoption of the 2021 Uniform Plumbing Code, Uniform Swimming Pool, Spa and Hot Tub Code & the 2021 International Fuel Gas Code

SYNOPSIS/BACKGROUND:

It is time for the City of Bellevue to update our codes to the current codes available.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve ordinance to adopt code updates for the City of Bellevue.

ATTACHMENTS:

1. Ordinance 4035	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. Bree Roblin
[Signature]
[Signature]

ORDINANCE NO. 4635

AN ORDINANCE TO AMEND SECTIONS 27-85 THROUGH 27-87 OF CHAPTER 27 OF THE BELLEVUE CITY CODE BY ADOPTING THE ~~2012~~ 2021 EDITION OF THE UNIFORM PLUMBING CODE; TO AMEND SECTION 27-85.1 OF THE BELLEVUE CITY CODE BY ADOPTING THE ~~2012~~ 2021 EDITION OF THE INTERNATIONAL FUEL GAS CODE; TO AMEND SECTION 27-86 OF THE BELLEVUE CITY CODE BY ADOPTING THE ~~2012~~ 2021 EDITION OF THE UNIFORM SWIMMING POOL, SPA AND HOT TUB CODE; TO AMEND SECTION 27-87 OF THE BELLEVUE CITY CODE PERTAINING TO THE AMENDMENTS AND CHANGES TO THE NEWLY ADOPTED CODES; TO REPEAL SECTIONS 27-85 THROUGH 27-87 OF THE BELLEVUE CITY CODE AS HERETOFORE EXISTING; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Section 27-85 of Chapter 27 of the Bellevue City Code is hereby amended to read as follows:

Sec. 27-85. Adopted.

The Uniform Plumbing Code, ~~2012~~ 2021 Edition, published by the International Association of Plumbing and Mechanical Officials, is hereby adopted by reference and made a part of this division as though set out in full herein; provided that whenever provisions of the Uniform Plumbing Code shall conflict with the provisions of the City Code or any other City Ordinance, the provisions of the City Code or such City Ordinance shall govern. Three (3) copies of the Uniform Plumbing Code, ~~2012~~ 2021 edition, are on file in the office of the Permits and Inspections Department and shall there remain for public use and inspection.

Section 2. That Section 27-85.1 of Chapter 27 of the Bellevue City Code is hereby amended to read as follows:

Sec. 27-85.1. International Fuel Gas Code adopted.

The International Fuel Gas Code, ~~2012~~ 2021 Edition, published by the International Code Council Inc., is hereby adopted by reference and made a part of this division as though set out in full herein; provided that whenever provisions of the International Fuel Gas Code shall conflict with the provisions of the City Code or any other City Ordinance shall govern. Three (3) copies of the International Fuel Gas Code, ~~2012~~ 2021 Edition, are on file in the office of the Permits and Inspections Department and shall there remain for public use and inspection.

Section 3. That Section 27-86 of Chapter 27 of the Bellevue City Code is hereby amended to read as follows:

Sec. 27-86. Uniform Swimming Pool, Spa and Hot Tub Code adopted.

The Uniform Swimming Pool, Spa and Hot Tub Code, ~~2012~~ 2021 Edition, published by the International Association of Plumbing and Mechanical Officials, is hereby adopted by reference and made a part of this division as though set out in full herein; provided that whenever provisions of the Uniform Swimming Pool, Spa and Hot Tub Code shall conflict with the provisions of the city Code or any other city ordinance, the provision of the city Code or such city ordinance shall govern. Three (3) copies of the Uniform Swimming Pool, Spa and Hot Tub Code, ~~2012~~ 2021 Edition, are on file in the office of the Permits and Inspections Department and shall there remain for public use and inspection.

Section 4. That Section 27-87 of Chapter 27 of the Bellevue City Code is hereby amended to read as follows:

Sec. 27-87. Amendments and changes to the Uniform Plumbing Code, 2012 Edition, International Fuel Gas Code, 2012 2021 Edition, and Uniform Swimming Pool, Spa and Hot Tub Code, 2012 Edition.

(A) The Uniform Plumbing Code, 2012 2021 Edition, is amended and changed in the following respects:

- (1) Delete Chapter 1, Administration, in its entirety.
- (2) Amend Table 422.1 footnotes to read as follows:

PLUMBING FIXTURES AND FIXTURE FITTINGS

1. The figures shown are based upon one (1) fixture being the minimum required for the number of persons indicated or any fraction thereof.

2. A restaurant is defined as a business that sells food to be consumed on the premises.

(a) The number of occupants for a drive-in restaurant shall be considered as equal to the number of parking stalls.

(b) Hand-washing facilities shall be available in the kitchen for employees.

3. The total number of required water closets for females shall be not less than the total number of required water closets and urinals for males.

4. For each urinal added in excess of the minimum required, one water closet shall be permitted to be deducted. The number of water closets shall not be reduced to less than two-thirds of the minimum requirements.

5. Metering or self-closing faucets shall be installed on lavatories intended to serve the transient public.

~~4.6.~~ Laundry trays. One (1) laundry tray or one (1) automatic washer standpipe for each dwelling unit or one (1) laundry tray or one (1) automatic washer standpipe, or combination thereof, for each twelve (12) apartments. Kitchen sinks; one (1) for each dwelling or apartment unit.

~~5. As required by ANSI Z4.1, Sanitation in Places of Employment. No minimum plumbing facilities are required for S occupancies when there are no permanent full or part-time employees employed.~~

~~6.7.~~ Twenty-four (24) lineal inches (610 mm) of wash sink or eighteen (18) inches (557 mm) of a circular basin, when provided with water outlets for such space, shall be considered equivalent to one (1) lavatory.

- (3) Delete Sections ~~507.0~~ 506.0 through ~~507.9~~ 506.9 of Chapter 5, Combustion Air, in their entirety.
- (4) Delete Chapter 12 in its entirety.
- (5) Delete Appendix H in its entirety, and substitute the following:

Private Sewage Disposal Systems shall be: "Title 124 Rules and Regulations for the Design, Operation and Maintenance of on-site wastewater treatment system "(Nebraska Department of Environmental ~~Quality~~ and Energy)."

(B) The International Fuel Gas Code, 2012 2021 Edition, is amended and changed in the following respects:

- (1) Delete Chapter 1, Administration, in its entirety.

Section 5. That Sections 27-85 through 27-87 of the Bellevue City Code as heretofore existing are hereby repealed.

Section 6. This Ordinance shall be published in pamphlet form.

Section 7. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed and approved this ____ day of _____, 2021.

Attest:

Mayor

City Clerk

First Reading _____

APPROVED AS TO FORM:

Second Reading _____

Third reading _____

City Attorney



April 20, 2021

1500 Wall Street
Bellevue, Nebraska
68005

Re: Agenda Item 12g.

The IAPMO Groups Supports City of Bellevue adopting 2021 UPC and USPSHTC

Dear Bellevue City Council,

On behalf of the International Association of Plumbing and Mechanical Officials (IAPMO) I am writing to share support for the City of Bellevue to adopt the 2021 Uniform Plumbing Code (UPC) and the 2021 Uniform Swimming Pool, Spa, and Hot Tub Code (USPSHTC).

The Uniform Codes published by IAPMO are developed by an inclusive process that follows the requirements established by the American National Standards Institute. This process ensures industry expertise is at the heart of the codes, rather than special interests of a dominant group. These consensus-based model codes are the only plumbing and mechanical codes in the country to be designated as an American National Standard by ANSI, the industry's gold standard for code development.

The UPC and USPSHTC are developed by stakeholders who are completely committed to plumbing. The codes are developed by stakeholders who are completely committed to plumbing and mechanical systems. Each edition of the Uniform Codes aims to address the challenges facing the industry at that time and provide notable solutions that benefit all of society. This includes provisions to assist in drought prevention and preparation, water efficiency and sustainability, improved water quality, and overall affordability.

IAPMO has recently published the 2021 UPC which contains better efficiency provisions, technological innovations, and up-to-date methods that could provide greater benefits for the residents of Bellevue, Nebraska. The UPC harmonizes with all building codes and is easier to enforce because there are fewer areas of field interpretation. This in turn helps eliminate conflict between contractors and inspectors that could lead to construction delays and cost overruns.

The 2021 UPC has an Appendix known as the Peak Water Demand Calculator (WDC), which was scientifically vetted and can actually help generate cost-savings. For over 80 years we have been plumbing buildings using the same metrics for sizing pipes, but the WDC is a new tool that alters the ways in which we determine pipe sizing by accounting for flow rate and considering the probabilities of water use on premises. This tool decreases the amount of water being used in a system, which reduces energy costs and improves public health and safety. The WDC can be applied to single- and multi- family dwellings and depending on the size and number of fixtures within a dwelling unit, applying the Calculator's provisions saves 10 – 15% in material and labor costs.



In addition, the 2021 UPC has an Appendix that addresses the growth of Legionella and waterborne pathogens. Legionella is a naturally occurring bacteria that thrives and grows quickly in hot water plumbing systems. A person can contract a serious pneumonia, called Legionnaires' disease, when they breathe in water contaminated with Legionella that has become aerosolized or by accidentally inhaling this water directly into their airways while drinking. Legionnaires' disease kills roughly 10% of the people who contract the disease overall. Recognizing the growing threat to public health, this section was added with the intent to further address waterborne diseases and related water quality issues that are increasing in frequency.

Adoption of the 2021 UPC provides a pathway the City of Bellevue to utilize all supplemental appendices as needed.

The USPSHTC is a stand-alone code which provides all necessary requirements for the installation, inspection and maintenance of swimming pool, spa, and hot tub systems and their component products. The code addresses disinfection, water quality requirements, and suction outlet entrapment protection methods. The USPSHTC contains ventilation and air quality requirements for indoor aquatic facilities and is written, revised, and updated on a regular basis by code specialists and experts in fields representing a variety of specialties –plumbing, engineering, electrical safety, construction, risk management, water quality, operations and maintenance. Changes to the USPSHTC are made with a consensus of two-thirds majority by a diverse group of stakeholders and is used seamlessly by jurisdictions in conjunction with various building codes.

It is also important to note that the UPC and USPSHTC are published utilizing IAPMO's proven "turn-key" philosophy, placing as much of the necessary information concerning installations as possible in one code book each. This philosophy eliminates the problems and confusion caused by the use of multiple codes to install or inspect the plumbing or mechanical provisions of a single installation or system and integrates seamlessly with other model codes.

In short, the UPC and USPSHTC are cutting edge codes that reflect true consensus from experts in the field, that enable resilient building in our changing world, and that can uphold the health and safety of residents in Bellevue.

Sincerely,
Brian Rogers
Vice President
Field Services

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15a.
4/20/2021

COUNCIL MEETING DATE: 4.20.21		SUBMITTED BY: Legal	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:
Resolution 2021-11, a Resolution ratifying all actions taken by the City Council during virtual meetings.

SYNOPSIS/BACKGROUND:
Several virtual meetings were held pursuant to Executive Orders. Resolution 2021-11 ratifies all actions and was recommended to be ratified by the League of Municipalities.

FISCAL IMPACT: 0 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO	COUNTER-PARTY:	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION:		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME:		
START DATE:	END DATE:	PAYMENT DATE: INSURANCE REQUIRED: NO
CIP PROJECT NAME:	CIP PROJECT NUMBER:	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE:	ACCOUNT NUMBER:	

RECOMMENDATION:
Approve Resolution No 2021-11

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

A. Bruce Roblin

FINANCE APPROVAL AS TO FORM:

[Signature]

ADMINISTRATOR APPROVAL AS TO FORM:

[Signature]

RESOLUTION NO. 2021-11

WHEREAS, the City of Bellevue, Nebraska, conducted video conferencing and other electronic/virtual City Council Meetings pursuant to the Governor's Executive Orders No. 20-36 and No. 21-02 (See attached Exhibit "A").

The City Council now wishes to ratify all actions identified in the attached minutes (Exhibit "B") taken by the Bellevue City Council during meetings held on:

December 15, 2020
January 19, 2021
February 2, 2021
February 16, 2021
March 2, 2021
March 16, 2021
April 6, 2021

These meetings were held via videoconference, telephone conference or by conferencing by other electronic communication, before April 30, 2021.

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

The Bellevue City Council hereby ratifies all actions identified above and contained in the attached minutes.

ADOPTED AND APPROVED this _____ day of April 20, 2021.

Mayor

ATTEST:

City Clerk



STATE *of* NEBRASKA
OFFICE OF THE GOVERNOR
LINCOLN

EXECUTIVE ORDER No. 20-36

CORONA VIRUS – PUBLIC MEETINGS REQUIREMENT LIMITED WAIVER

WHEREAS, In order to provide flexibility to assist in meeting the emergency conditions and subsequent impacts brought on from COVID-19, a state of emergency was declared in Nebraska on March 13, 2020; and

WHEREAS, the State of Nebraska is committed to providing seamless government operations to the people of Nebraska throughout the state of emergency; and

WHEREAS, state and local governmental boards, commissions and other public bodies must comply with the Open Meetings Act so that citizens may exercise their democratic privilege of participating in meetings of public bodies; and

NOW THEREFORE, I Pete Ricketts, Governor of the State of Nebraska, by virtue of the authority vested in me by the Constitution and laws of Nebraska, hereby issue this limited waiver of certain requirements of the Nebraska Open Meetings Act.

Pursuant to this declaration, I hereby order the following:

1. This executive order applies to public bodies as defined in Neb. Rev. Stat. §84-1409 (1) and to all public meetings as defined in Neb. Rev. Stat. §84-1409 (2).
2. All governing bodies may meet by videoconference or by telephone conferencing or by conferencing by other electronic communication so long as there is made available at such meeting access to members of the public and to members of the media.

3. The advanced publicized notice and the agenda requirements for meetings that are set forth in Neb. Rev. Stat. §84-1411 and the remaining provisions of Nebraska's Open Meetings Act shall continue to be complied with by all public bodies and are not waived by this executive order.
4. This waiver shall apply to all public governing body meetings that occur from December 1, 2020 through January 31, 2021.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the State of Nebraska to be affixed on this 1st day of December, 2020.

ATTEST:



Pete Ricketts, Governor

Robert B. Evnen, Secretary of State

Exhibit A



STATE *of* NEBRASKA
OFFICE OF THE GOVERNOR
LINCOLN

EXECUTIVE ORDER NO. 21-02

**CORONAVIRUS – CONTINUED LIMITED WAIVER OF
PUBLIC MEETINGS REQUIREMENTS**

WHEREAS, in order to provide flexibility to assist in meeting the emergency conditions and subsequent impacts brought on from COVID-19, a state of emergency was declared in Nebraska on March 13, 2020;

WHEREAS, the State of Nebraska is committed to providing seamless government operations that are open to the people of Nebraska and to the media throughout the state of emergency;

NOW THEREFORE, I, Pete Ricketts, Governor of the State of Nebraska, by virtue of the authority vested in me by the Constitution and laws of Nebraska, hereby issue this continued limited waiver of certain requirements of the Nebraska Open Meetings Act.

Pursuant to this declaration, I hereby order the following:

1. Executive Order No. 20-36, which is currently scheduled to end on January 31, 2021, shall remain in effect through April 30, 2021; and
2. The identical statutory waivers and conditions contained within Executive Order No. 20-36 shall continue through April 30, 2021.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the State of Nebraska to be affixed on this 11th day of January, 2021.

ATTEST:



Pete Ricketts, Governor
State of Nebraska

Robert B. Evnen, Secretary of State
State of Nebraska

Exhibit B

MINUTE RECORD

Bellevue City Council Meeting, December 15, 2020, Page 1

A regular meeting of the Mayor and Council of the City of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on the 15th day of December, 2020, at 6:00 p.m.

Pursuant to the Governor's Executive Order 20-36, on Tuesday, December 15, 2020 at 6:00 p.m. the Bellevue 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, for video conference, were City Council Members Bob Stinson, Paul Cook, Jerry McCaw, Thomas Burns, Don Preister, and Kathy Welch.

Pursuant to the Governor's Executive Order 20-36, 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 joined using Facebook live via the City of Bellevue's Facebook page or by connecting to the GoToMeeting.

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

PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Hike explained due to the virtual meeting there will be no Pledge of Allegiance or Invocation.

There was a brief pause in the meeting due to technical issues.

OPEN MEETINGS ACT

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.

APPROVAL OF THE AGENDA:

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

Motion was made by Preister, seconded by Burns, to amend the agenda by moving Item 14a., Public Hearing on Farmers Market, to after Item 10. Roll call to approve the amendment was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

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

APPROVAL OF THE CONSENT AGENDA

Motion was made by Cook, seconded by Welch, to approve the consent agenda. The following items were approved on the consent agenda: Acknowledge Receipt of November 19, 2020 Planning Commission Minutes, Approval of December 1, 2020 City Council Minutes, Acknowledge Receipt of November 10, 2020 Tree Board Minutes, Approval of Claims, Approve the reappointment of Paul Cook as an Alternate – City Council on the Design Review Board, and Acknowledge receipt and approve the tree board roles that were developed and approved by Tree Board.

Roll call 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: NONE

PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES:

Approve request of application for a privately-operated farmers market at Washington Park to be held on Saturday mornings, 6/05/2021 to 9/25/2021 (with the exception of the weekend of Arrows to Aerospace 2021, if held) from 8:30 A.M. to 12:00 P.M. (actual hours of operation of market will be 8:00 A.M. to 12:00 P.M.). (City Clerk)

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

Senator Carol Blood, 2812 Jack Pine Street, spoke on behalf of the Farmers Market.

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.

MINUTE RECORD

Bellevue City Council Meeting, December 15, 2020, Page 2

Motion made by Burns, seconded by Preister, to approve request of application for a privately-operated farmers market at Washington Park to be held on Saturday mornings, 6/05/2021 to 9/25/2021 (with the exception of the weekend of Arrows to Aerospace 2021, if held) from 6:30 A.M. to 12:00 P.M. (actual hours of operation of market will be 8:00 A.M. to 12:00 P.M.).

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

ORDINANCES FOR ADOPTION (Third Reading):

Ordinance No. 4020: Request to rezone Tax Lot 14, located in the Southwest ¼ of Section 31, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to ML for the purpose of light industrial development. Applicant: Ryan Steele. Location: 11715 South 60th Street. (Planning Manager)

Ordinance No. 4020: An Ordinance to amend the official Zoning Map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 3619 by changing the zone classification of land located at or about 11715 South 60th Street, more particularly described in Section 1 of the Ordinance and to provide an effective date was read by title only for the third and final time.

Motion made by Preister, seconded by Burns, to approve Ordinance No. 4020.

Councilman Preister mentioned due to the concerns and opposition he is not in support and will be voting against the item.

Council President Cook commented he agrees with Councilman Preister. He would love for the City to work with Mr. Steele to find another location for the proposed business.

Councilwoman Welch stated she believes this is a fabulous idea, just in the wrong location.

Mayor Hike advised the City thinks this is a fine project and would love to work with the applicant to find an ideal location.

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

ORDINANCES FOR PUBLIC HEARING (Second Reading):

Ordinance No. 4021: Request to rezone Lot 1, Walbeck Addition, from RG-20 to BN for the purpose of commercial development. Applicant: Amigo's Market LLC. General location: West Chandler Road and South 28th Street.

Ordinance No. 4021: 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 7616 South 28th Street, 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.

Pastor Rivera, applicant, was present as a caller on the GoToMeeting.

Mr. Dan Dougherty, 7613 South 28th Street, called in via GoToMeeting. He spoke in opposition of the request. His concerns are with traffic, the area being residential and not commercial, and a drop in property values.

Ms. Bree Robbins, City Attorney, advised emails were and are being received. All email communication will be passed along to the City Council.

Ms. Shirley Harbin, Deputy City Clerk, noted several people are on Facebook Live commenting in opposition. She pointed out an email was previously received on December 14th from Ms. Ila Thompson and the Council has received the email.

Mr. Phil Davidson, City of Bellevue Community Relations, mentioned these comments on Facebook: Ila Thompson is opposed; David Nich does not object; Matt Wallman commented he lives on 28th and Margo, he does not want a business behind his home as it will increase traffic and crime. He commented there are so many other locations. Mr. Davidson advised Tracy Leibert is opposed. He read her comment addressing her reasons of being opposed to the request. Her main concerns were the location, type of business and products sold, and the lack of sidewalks in the area. She recommended a traffic study be conducted during a non-pandemic time. Mr. Davidson advised Tracy Leibert sent an email, with pictures, at the beginning of the meeting. He forwarded the email to the Council Members, along with other emails he had received.

Mr. Davidson advised, at this time, there were no more Facebook comments or emails.

MINUTE RECORD

Bellevue City Council Meeting, December 15, 2020, Page 3

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.

Councilman Preister commented many people in the area had concerns. He mentioned Tracy Leibert's comments regarding not having sidewalks in the area is a concern and should be addressed. Another concern she mentioned is an increase of traffic in the area. He advised there has been an increase due to development in the surrounding area. He stated there are other convenient stores in the surrounding area to serve the area's needs.

Councilman Preister noted other letters of opposition for the rezoning were received from: Betty Fortenbury, Dan Dougherty, Olga, Ron, and Krista Cermak, Mary Kelly, Al Marcault, Jack and Donna Main, Suzan Deyi, Jamie Giandinoto, Charlene Stender, and Peggy Helms.

Mr. Davidson stated a couple other comments came in right as the Mayor was closing the public hearing. Shannon Cargile commented no to Amigo Market. Her concerns are with this being a resident neighborhood and it will decrease property values. Chandler is a busy roadway already. She is opposed. Ila Thompson there are so many infractions by proposed proprietor.

Council President Cook questioned the applicant if he has meet with the neighbors and if not, will he meet with them.

Pastor Caesar Rivera stated he would be willing to meet with the residents. He stated at this point he has had no communication with them. Councilman Cook requested he meet with the residents of the neighborhood.

Council President Cook questioned if the business could eventually be operated 24/7, 365 days a year. Mrs. Tammi Palm, Planning Manager, explained the zoning ordinance does not limit the hours of operation.

Council President mentioned he thinks it is critical Mr. Rivera meets with the neighbors.

Councilman Preister asked the applicant if he purchased the entire property and if he is building the house to the west. Pastor Rivera replied he purchased the eastern end of the property. The house being built is not his. Councilman Preister questioned if he has done a market assessment. Pastor Rivera replied no.

Mayor Hike questioned Police Chief Ken Clary if there is a history of accidents in this intersection of road. Chief Clary replied he does not have the information at this time. He advised he can get this information to the City Council the next day.

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on January 19, 2021.

Ordinance No. 4022: Request to rezone Lot 2, Wolf Creek Replat 4, from BGH to RG-8-PS for the purpose of multi-family development. Applicant: Wolf Creek Apartments II, LLC. General location: 10904 South 15th Street. (Planning Manager)

Ordinance No. 4022: 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 10904 South 15th Street, 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.

Mr. Rob Luellen, 1925 North 120th Street, Omaha, was present as the applicant via phone call on GoToMeeting. The intent, when building apartments, is to look for amenities close by. Currently, the developer owns the existing apartments, to the north. This complex has 204 units and is 80% occupied. The certificate of occupancy for the last building will be issued next Monday. The proposed request is for 110 units studio type units.

Mr. Davidson read Rena Sharp's comment, our neighborhood is currently very busy and we do not have the road structures to support additional traffic in the area. It is very unsafe for our children in the neighborhood.

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.

Mrs. Susan Kluthe, City Clerk, noted an email from Rena Sharp is attached to the packet.

Councilman Stinson stated he has a couple concerns with the project. The first being traffic. He advised he has been working with the homeowners in the area on an extension of 15th Street past the housing area. Eventually, the traffic on 15th Street would not go through the Willow Springs housing area. He advised the extension is probably at least two years away. Looking at the proposed apartment complex, it appears to be located right at the entrance of Willow Springs. Most of the traffic will come out of there and head into Willow Springs, causing an increase in traffic. There still is not a good solution to the traffic problem on 15th and Cornhusker. This development will create bigger mess. Rezoning the area from commercial to residential is not a good idea. Councilman Stinson's second concern is building a four-story apartment complex along the interstate. This will block the visibility of the hotels and will hurt the hotel business.

MINUTE RECORD

Bellevue City Council Meeting, December 15, 2020, Page 4

Mayor Hike agreed the improvement on 15th Street is a couple years away, where the apartment complex would be approximately one year away.

Councilwoman Welch questioned how many units are in the current apartment complex. Mr. Luellen replied 204. Councilwoman Welch questioned what the vacancy is. Mr. Luellen replied there is an 80% occupancy. Councilwoman Welch questioned when the certificate of occupancy is issued next week, how many units will that be for. Mr. Luellen replied 30 units. He mentioned in the 204 units, there will be 40 units available throughout the entire project. He anticipates they will fill up by spring time.

Councilman Preister commented it looks like there is only one entry exit making this a tough area to get in and out of. Traffic is a concern. He questioned if the project can be delayed. Mr. Luellen commented the difficulty is with ground being under purchase agreement. It is difficult to hold the ground and what to develop. From a finance aspect, it would be tricky. The market study indicates the market is strong. He mentioned the plan is to begin construction in the spring of 2021.

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on January 19, 2021.

Mr. Davidson stated a comment on Facebook from Chris Stewart was received. His comment read: "I remember hearing about another road being built to bypass Willow Springs. I think that should be in place before adding more housing in the area. Mr. Davidson advised Rena Sharp commented "completely agree, I am happy to have growth but we need the road structures in place first".

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on January 19, 2021.

ORDINANCES FOR INTRODUCTION: (First Reading): NONE

PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES:

Request for a conditional use permit for Lot 1, Biben Subdivision, for the purpose of auto sales. Applicant: Edward A. Gilbert Jr. Location: 2620 Greenfield Street, #100. (Planning Manager)

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.

Ms. Shirley Harbin, Deputy City Clerk, noted the applicant is on Facebook live. He is having issues calling in.

Mr. Jim Ristow, City Administrator, stated Tracy Leibert sent in an email and pictures to Phil Davidson. In her email she requested the expansion of the car lot not be allowed.

Mrs. Palm clarified Code Enforcement has been out to the property. She explained there are two different businesses on the property. Mr. Gilbert is on one end and another business owner is on the other.

Ms. Robbins displayed the pictures emailed in by Tracy Leibert.

Mrs. Palm explained the current zoning allows for automotive repair. The business owners are allowed to have vehicles parked there. The vehicles cannot be scrap or salvage. If the vehicles are there for repair, are licensed, and are operable, they are okay for the current zoning.

Councilwoman Welch requested clarification if Code Enforcement has been there for this business or for the other business. Mrs. Palm replied Code Enforcement has been there for both, as they share the same address.

Ms. Robbins comments from Facebook. The first comment was from Tracy Leibert: "The owner said all of their vehicles would be operable. An operable car lot cleans their cars off to be sold. How many days ago did it snow? Friday? I really don't feel he is going to comply at what he is saying he will do". David Nich replied on Facebook "none are for sale yet".

Mr. Ed Gilbert joined via GoToMeeting. He stated this in an auto repair shop. The conditional use permit is for auto sales. He advised the end of the building all the controversy is over has nothing to do with his shop. He runs a nice business and keeps everything clean.

Mayor Hike questioned the applicant if he has received any code violations himself. Mr. Gilbert responded he has been in business for 12 years. No matter what location his business has been he has never received any violations from the City or State. He stated his main business is auto repair. The dealer license is for cars he repairs and people cannot afford. After vehicles are repaired, he turns around and sells them. He doesn't intend to go to auctions and put 20 cars on his lot. On his application he indicated there will be ten vehicles at the most, that is stretching it.

MINUTE RECORD

Bellevue City Council Meeting, December 15, 2020, Page 5

Mr. Ristow read a Facebook comment from Mary Haley Novich. The comment read "100% against the car lot behind Dinah Mart. It's so cluttered back there. I watched them towing a vehicle in there yesterday and they got back there with the tow truck but had no room to put the vehicle in tow".

Mr. Ristow read the Facebook comment from Elci Warnell. The comment read, "The more affordable quality cars that can be available for our community to purchase the better. If the business has not had violations, I see no reason to not allow it".

Mr. Ristow questioned Mrs. Palm if the neighbors could be confusing this business with the other business located at the opposite end of the building. Mrs. Palm replied that is her thought. She advised Code Enforcement has been to that location, but has not provided the applicant with any notice of violation.

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.

Councilwoman Welch referred to the report the Council received where Mr. Gilbert states he won't be buying any cars at auctions. She requested clarification on his previous statement in the meeting where he mentioned he does buy cars at auctions. Mr. Gilbert explained vehicles are purchased at auctions. He doesn't go to auctions and buy multiple cars. He will purchase vehicles for parts to repair vehicles at his shop and then sell the car to scrappers. Discussion followed.

Councilwoman Welch questioned Mrs. Palm if she has any "heartburn" on the request. Mrs. Palm replied no. She explained Mr. Gilbert meets the requirements of the ordinance as far as parking. He will need to abide by the conditional use permit agreement. He will also need to be licensed with the State of Nebraska and they have strict guidelines he will need to meet to become licensed.

Council President Cook questioned if Mr. Gilbert's owns the building. Mr. Gilbert replied he rents. Council President Cook inquired if the owner of the property is in agreement. Mrs. Palm replied yes. She advised both the owner of the property and the applicant are required to sign the applicant requesting the conditional use permit (CUP).

Council President Cook inquired if the applicant closes the business and moves somewhere else, does the conditional use permit go away. Mrs. Palm responded no. The CUP stays with the property. Council President Cook inquired if the same type of business would be allowed to continue there. Mrs. Palm replied correct. She explained the CUP agreement would need to be amended to reflect having a different applicant. Councilman President Cook questioned if the CUP covers part of the building and part of the land, or all of the building and land since there are two occupants. Mrs. Palm advised the lot is not separated and the legal description is for the entire lot. The CUP is for Mr. Gilbert's specific business and for him specifically.

Council President Cook questioned if the entrance to the building is on the north side behind Dinah Mart or on Greenfield Street. Mrs. Palm replied it is on the north side. Council President Cook questioned where the lot is located. Mr. Gilbert answered on the north side of the building. The parking is between Dinah Mart and his building. The east end of the building is his fenced in area and his end of the building. The west end of the building is where the vehicles are parked and they do not belong to him.

Councilman Preister questioned if there is plan to make Mose Avenue an entry/exit road. Mrs. Palm replied the City has no plans at this time. He questioned if there are any plans for Greenfield. Mrs. Palm commented not to her knowledge.

Councilman Preister questioned if Code Enforcement issued citations to the business owner at the west end of the building. Mrs. Palm replied yes and they are in the process to clean the property up. Discussion followed.

Councilman Preister stated he recently visited the property and there are approximately 22 parking stalls available. He questioned what the parking stall requirement is for the business. Mrs. Palm commented Mr. Preister counted correctly and they were recently stripped. Seventeen stalls are required for this type of business. The applicant is in excess of the requirement.

Councilman Preister questioned the applicant if he is willing to reduce his number of ten vehicles for sale to less. Mr. Gilbert advised ten vehicles is the number required, by the State of Nebraska, to have a dealership license.

Councilman Preister questioned the applicant if he would be willing to meet with the neighbors and address some of their concerns. Mr. Gilbert answered yes. Councilman Preister questioned the applicant if he is on a time frame or if he would be okay with his request being delayed until January 19th meeting. Mr. Gilbert stated he needs to get his paperwork filed with the State of Nebraska before the first of the year. Conversation ensued.

Mayor Hike advised the public hearing has been closed. He allowed Mr. Davidson to read in Facebook comments. Mr. Davidson reread comments from Elci Warnell, Tracy Leibert, and Mary Haley Novich.

MINUTE RECORD

Bellevue City Council Meeting, December 15, 2020, Page 6

Motion made by Preister to table the item to January 19th. Due to lack of a second the motion failed.

Motion made by Welch, seconded by Stinson, to approve a request for a conditional use permit for Lot 1, Biben Subdivision, for the purpose of auto sales. Applicant: Edward A. Gilbert Jr. Location: 2620 Greenfield Street, #100.

Councilman Cook advised Mr. Gilbert had this type of business in different locations and has received no violations. He has shown he is a good business man.

Roll call on motion to approve as follows: Stinson, Cook, McCaw, Burns, and Welch voted yes; voting no: Preister. Motion carried.

RESOLUTIONS:

Resolution No. 2020-45: Implementing changes to the City's Sick Leave Policy for employees, in response to the ongoing COVID-19 pandemic. (Human Resource Director / Legal)

Motion was made by Cook, seconded by Preister, to approve Resolution No. 2020-45: Implementing changes to the City's Sick Leave Policy for employees, in response to the ongoing COVID-19 pandemic. Roll call on motion to approve as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Resolution No. 2020-46: A resolution authorizing the Mayor to sign the Annual Year-End Certification of City Street Superintendent Form for 2020, verifying Robert Joseph Riggs as the City Street Superintendent from January 2, 2020 to December 31, 2020. (City Clerk)

Motion was made by Burns, seconded by Welch, to approve Resolution No. 2020-46: A resolution authorizing the Mayor to sign the Annual Year-End Certification of City Street Superintendent Form for 2020, verifying Robert Joseph Riggs as the City Street Superintendent from January 2, 2020 to December 31, 2020. Roll call on motion to approve as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Resolution No. 2020-47: Approve and authorize the Mayor to sign Resolution No. 2020-47: A resolution unanimously expressing continued support for the City of Bellevue's United States Air Force, Offutt AFB, to be selected for the U.S. Space Command Headquarters and that certified copies of this resolution be directed to the offices identified in this resolution. (City Administrator)

Motion was made by Welch, seconded by Burns, to approve Resolution No. 2020-47: A resolution unanimously expressing continued support for the City of Bellevue's United States Air Force, Offutt AFB, to be selected for the U.S. Space Command Headquarters and that certified copies of this resolution be directed to the offices identified in this resolution. Roll call on motion to approve as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

CURRENT BUSINESS:

Approve and authorize the Mayor to sign the proposal with Windy Prairie Systems, Inc. for the Electronic Information Kiosk for the Bellevue Cemetery Project, in an amount not to exceed \$26,500.00. (Interim Public Works Director)

Motion made by Burns, seconded by Welch, to approve and authorize the Mayor to sign the proposal with Windy Prairie Systems, Inc. for the Electronic Information Kiosk for the Bellevue Cemetery Project, in an amount not to exceed \$26,500.00. Roll call on motion to approve as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Approve and authorize the Mayor to sign the Professional Services Agreement with HGM Associates, for the 2021-2022 City of Bellevue Bridge Inspections, in an amount not to exceed \$17,800.00. (Interim Public Works Director)

Motion made by Burns, seconded by Preister, to approve and authorize the Mayor to sign the Professional Services Agreement with HGM Associates, for the 2021-2022 City of Bellevue Bridge Inspections, in an amount not to exceed \$17,800.00. Roll call on motion to approve as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Approve and authorize the Mayor to sign the agreement with Creative Sites, LLC for the All-Inclusive Playground Project at Stonecroft Park, in an amount not to exceed \$372,254.00, plus a 10% contingency of \$37,225.40, for a total project cost of \$409,479.40. (Interim Public Works Director)

Motion made by Burns, seconded by Welch, to approve and authorize the Mayor to sign the agreement with Creative Sites, LLC for the All-Inclusive Playground Project at Stonecroft Park, in an amount not to exceed \$372,254.00, plus a 10% contingency of \$37,225.40, for a total project cost of \$409,479.40.

MINUTE RECORD

Bellevue City Council Meeting, December 15, 2020, Page 7

Councilman Preister mentioned the cost of the project is \$409,479.40, with \$300,000.00 from the budget and a grant. He requested clarification on the grant. He questioned if there needs to be an amendment for the quote in three years. Mr. Ristow stated \$200,000.00 is from the budget for the Parks Department and \$100,000.00 from ADA money which was budgeted. The grant money did not come through. The remainder comes out of Public Works. All money is from the City budget. The \$9,000.00 request will be made later.

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

Approve and authorize the Mayor to sign the Certificate of Compliance and the Maintenance Agreement No. 5 with Nebraska Department of Transportation for reimbursement, in the amount of \$21,859.20. (Interim Public Works Director)

Motion made by Cook, seconded by Burns, to approve and authorize the Mayor to sign the Certificate of Compliance and the Maintenance Agreement No. 5 with Nebraska Department of Transportation for reimbursement, in the amount of \$21,859.20.

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

ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports (Monthly reports are given at the first Council Meeting of every month - December report attached to January 19th Council packet)

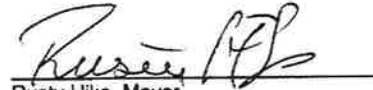
CLOSED SESSION: None

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 7:50 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

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 December 15, 2020; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.




Susan Kluthe, City Clerk

MINUTE RECORD

Bellevue City Council Meeting, January 19, 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 19th day of January 2021, at 6:00 p.m.

Pursuant to the Governor's Executive Order 20-36, on Tuesday, January 19, 2021 at 6:00 p.m. the Bellevue 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, for video conference, were City Council Members Bob Stinson, Paul Cook, Jerry McCaw, Thomas Burns, Don Preister, and Kathy Welch.

Pursuant to the Governor's Executive Order 20-36, 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 could view by using Facebook live via the City of Bellevue's Facebook page or by connecting to the GoToMeeting. No public participation was allowed or considered via Facebook live, but public participation was allowed by connecting to GoToMeeting.

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

PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Hike stated due to the virtual meeting there will be no Pledge of Allegiance or Invocation.

OPEN MEETINGS ACT

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.

APPROVAL OF THE AGENDA:

Motion was made by Welch, seconded by Cook, 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

Councilman Burns requested to pull Item. 8b., recommendation to approve Matt McKinney to the Bellevue Municipal Building Corporation.

Motion was made by Preister, seconded by McCaw, to approve the consent agenda as amended, consisting of the following items: Acknowledge Receipt of December 9, 2020 Board of Health Minutes; Approval of December 15, 2020 City Council Minutes, Acknowledge Receipt of December 17, 2020 Planning Commission, Approval of Claims for January 5, 2021 and January 19, 2021, Recommendation to approve appointment of Valerie Hart Doll to the Library Advisory Board, to finish the remaining term of Marti Noden, ending June 2023; and Recommending approval of the unpaid leave of absence for Andrew Money.

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

SPECIAL PRESENTATIONS:

Jewell of Bellevue – Frank Kumor

Mayor Hike presented the Jewel of Bellevue Award in Honor of Frank Kumor. His wife, Ms. Pat Kumor, graciously accepted.

Presentation on refinancing of bonds to save interest and manage debt resulting in a positive effect on debt service cash flow and net savings (Mr. Michael Rogers - Gilmore Bell and Mr. Cody Wickham - D.A. Davidson)

Mr. Cody Wickham, D.A. Davidson, was present virtually to answer any questions. He requested a waiver of the three readings for the ordinance to be presented later in the meeting.

Councilman Preister inquired what the approximate amount of savings will be for the taxpayers. Mr. Wickham replied \$112,040.

ORGANIZATIONAL MATTERS:

Recommendation to approve Matt McKinney to the Bellevue Municipal Building Corporation. (Mayor Hike)

Motion made by Welch, seconded by Burns, to appoint Matt McKinney to the Bellevue Municipal Building Corporation.

MINUTE RECORD

Bellevue City Council Meeting, January 19, 2021, Page 2

Councilman Burns mentioned Mr. McKinney works for Hike Real Estate and would like to make sure there is no conflict of interest. Mayor Hike advised Mr. McKinney is a 1099 employee at Hike Real Estate. Ms. Bree Robbins, City Attorney, thanked Councilman Burns for bringing this item up. She advised the Mayor does not profit from this appointment. She feels this is not a conflict of interest. Conversation ensued.

Councilman Burns advised the biography presented looked like a screenshot from Hike Real Estate's website, he does not feel this is appropriate. He would have liked to see more information on the appointee. He advised he will abstain from voting.

Councilwoman Welch commented she supports the appointment.

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

Approval of entire Revised City Council Policy (Legal)

Motion made by Preister, seconded by Cook.

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.

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES: NONE

ORDINANCES FOR ADOPTION (Third Reading):

Ordinance No. 4021: Request to rezone Lot 1, Walbeck Addition, from RG-20 to BN for the purpose of commercial development. Applicant: Amigo's Market LLC. General location: West Chandler Road and South 28th Street.

Ordinance No. 4021: 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 7616 South 28th Street, more particularly described in Section 1 of the ordinance and to provide an effective date was read by title only for the third and final time.

Motion made by Stinson, seconded by Cook, to approve Ordinance No. 4021.

Council President Cook questioned if the development requires sidewalks. Mrs. Tammi Palm, Planning Manager, replied yes, sidewalks are required.

Council President Cook question if the zoning allows a drive thru. Mrs. Palm replied a drive thru is not allowed.

Ms. Bree Robbins advised no questions can be asked of the applicant, unless the public hearing is to be reopen.

Councilman Preister mentioned several emails were sent in and shared. He mentioned neighbors have concerns with safety, traffic, and encroachment into the neighborhood.

Councilwoman Welch questioned if Mr. Rivera addressed the concerns the Council mentioned at the Public Hearing. She inquired if the Public Hearing should be open. Ms. Robbins explained once the Public Hearing is open, it is also open to the public. Mayor Hike explained the last meeting was the public hearing. Councilwoman Welch replied she was curious if Mr. Rivera talked to the neighbors. Councilman Preister commented none of the neighbors, who have reached out to him, have not been contacted by Mr. Rivera.

Mayor Hike thanked the public for the letters sent in.

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

Ordinance No. 4022: Request to rezone Lot 2, Wolf Creek Replat 4, from BGH to RG-8-PS for the purpose of multi-family development. Applicant: Wolf Creek Apartments II, LLC. General location: 10904 South 15th Street. (Planning Manager)

Ordinance No. 4022: 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 10904 South 15th Street, more particularly described in Section 1 of the Ordinance and to provide an effective date was read by title only for the third time and final time.

Motion made by Preister, seconded by Welch, to approve Ordinance No. 4022.

Councilman Stinson advised he has concerns with the traffic on 15th Street going into Willow Springs. He commented the traffic on 15th Street and Cornhusker is also a concern. He would like to see the project for the extension to 15th Street done sooner than later. Councilman Preister agreed.

MINUTE RECORD

Bellevue City Council Meeting, January 19, 2021, Page 3

Mayor Hike commented 15th Street is a priority with the administration.

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

ORDINANCES FOR PUBLIC HEARING (Second Reading):

Ordinance No. 4003: Request to rezone the Irregular Westerly 724.67' of Tax Lot 11, Except right-of-way in the NW 1/4, located in the NW 1/4 of Section 14, T13N, R13E; and the Irregular Tract in the NW corner of Tax Lot 12, Except right-of-way in the SW 1/4, located in the SW 1/4 of Section 14, T13N, R13E of the 6th P.M., Sarpy County, NE, from AG to ML for the purpose of industrial development. Applicant: Frank R. Krejci. General Location: Fort Crook Road South and Fairview Road. (Planning Manager) [Request for a continuance until March 16, 2021 by Mr. Keller, on behalf of applicant]

Motion made by Cook, seconded by Welch, to table this item to March 16th per the applicant's request. Roll call vote on motion to approve as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

ORDINANCES FOR INTRODUCTION: (First 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 first time and scheduled for a public hearing at the Council meeting on February 2nd.

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 first time and scheduled for a public hearing at the Council meeting on February 2nd.

Ordinance No. 4025: Authorizing and providing for the issuance of Limited Tax General Obligation Refunding Certificates of Participation, Series 2021, in an amount not to exceed \$4,350,000.00. (Finance Director) (Requesting to waive the rule requiring three readings, hold a public hearing, and vote after the public hearing at tonight's meeting)

Ordinance No. 4025: An Ordinance of the Mayor and Council of the City of Bellevue, Nebraska authorizing and approving a lease purchase transaction with a bank or trust company the proceeds of which will be used to provide for the payment and redemption of certain outstanding certificates of participation, Series 2017, which were used to pay the costs to acquire, renovations and associated furnishings and equipment for City Hall and the City's swimming pools and related facilities and equipment for use by the City; approving the issuance, sale and delivery of not to exceed \$4,350,000 principal amount of certificates of participation in such lease; fixing in part and providing for the fixing in part of certain provisions of the lease and related documents; and related matters.

Motion was made by Preister, seconded by Welch, to suspend the rule for three readings of the ordinance, hold a public hearing tonight and vote after the public hearing.

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

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.

Motion was made by Preister, seconded by Welch, to approve Ordinance No. 4025.

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.

MINUTE RECORD

Belleveue City Council Meeting, January 19, 2021, Page 4

PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES:

Public hearing for CDBG-CV Allocation Round 3 and Substantial Amendment to the 2019 Action Plan (CDBG Specialist / Finance Director)

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.

RESOLUTIONS:

Resolution No. 2021-01 - A resolution adopting the Substantial Amendment to the 2019-2020 Annual Action Plan, authorizing the Mayor to sign the resolution, along with Forms SF-424, 424-D and the Certifications, and to submit to the U.S. Department of Housing and Urban Development. (CDBG Specialist / Finance Director)

Motion was made by Preister, seconded by Cook, to approve Resolution No. 2021-01: A resolution adopting the Substantial Amendment to the 2019-2020 Annual Action Plan, authorizing the Mayor to sign the resolution, along with Forms SF-424, 424-D and the Certifications, and to submit to the U.S. Department of Housing and Urban Development. Roll call vote on motion to approve as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Resolution No. 2021-02: To approve the second amendment to the Interlocal Agreement creating the Sarpy County and Cities Wastewater Agency as approved by Resolution No. 2020-018 by the agency and to authorize the Mayor to sign. (Administrator)

Motion was made by Welch, seconded by Preister, to approve Resolution No. 2021-02: To approve the second amendment to the Interlocal Agreement creating the Sarpy County and Cities Wastewater Agency as approved by Resolution No. 2020-018 by the agency and to authorize the Mayor to sign. Roll call vote on motion to approve as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Resolution No. 2021-03: To amend the Master Fee Schedule (Fire Chief / Administration)

Motion was made by Cook, seconded by Stinson, to approve Resolution No. 2021-03: 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.

CURRENT BUSINESS:

Recommend approval of purchase of the Communications Upgrade with Proforma and Motorola, in an amount not to exceed \$45,709.34. (Police Chief Clary)

Motion made by Welch, seconded by McCaw, to recommend approval of purchase of the Communications Upgrade with Proforma and Motorola, in an amount not to exceed \$45,709.34. Roll call vote on motion to approve as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Approve and authorize the Mayor to sign an Interlocal Agreement with the 55th Wing, Offutt Air Force Base, for Fire and Emergency Services during a Pandemic or other State of Emergency. (Fire Chief)

Motion made by Cook, seconded by Burns, to approve and authorize the Mayor to sign an Interlocal Agreement with the 55th Wing, Offutt Air Force Base, for Fire and Emergency Services during a Pandemic or other State of Emergency. Roll call vote on motion to approve as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Approval to purchase a 2021 S770 T4 Bobcat skid-steer loader from Bobcat of Omaha per Sourcewill contract #040319, in the amount of \$74,095.98 less \$16,600.00 trade-in for a 2009 Case 1840 skid loader, with the total price not to exceed \$57,495.98. (Public Works Director)

Motion made by Stinson, seconded by Welch, to approve to purchase a 2021 S770 T4 Bobcat skid-steer loader from Bobcat of Omaha per Sourcewill contract #040319, in the amount of \$74,095.98 less \$16,600.00 trade-in for a 2009 Case 1840 skid loader, with the total price not to exceed \$57,495.98. 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, January 19, 2021, Page 5

Approval to purchase a 2021 Elgin Pelican NP street sweeper from MacQueen Equipment, per MN contract #S-843(5), in the amount of \$234,297.00 less \$30,000.00 trade-in for a 2009 Elgin Pelican, with the total price not to exceed \$204,297.00. (Public Works Director)

Motion made by Preister, seconded by Burns, to approve to purchase a 2021 Elgin Pelican NP street sweeper from MacQueen Equipment, per MN contract #S-843(5), in the amount of \$234,297.00 less \$30,000.00 trade-in for a 2009 Elgin Pelican, with the total price not to exceed \$204,297.00. Roll call vote on motion to approve as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Approval to approve the Redevelopment Agreement and Redevelopment Promissory Note, allowing up to \$1,853,782 plus accrued interest, to offset TIF eligible expenses, for MRES Ascend Holdings, LLC (South Woods) (City Clerk)

Motion made by Cook, seconded by Welch, to approve the Redevelopment Agreement and Redevelopment Promissory Note, allowing up to \$1,853,782 plus accrued interest, to offset TIF eligible expenses, for MRES Ascend Holdings, LLC. Roll call vote on motion to approve as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Approve purchase of replacement of city desk top computers from Dell Computer, in an amount not to exceed \$20,571.60. (Fire Chief)

Motion made by Welch, seconded by McCaw, to approve purchase of replacement of city desk top computers from Dell Computer, in an amount not to exceed \$20,571.60. Roll call on motion to approve 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 - with there being no meeting on January 5th, the December report is attached to this packet).

Mayor Hike introduced and welcomed Mr. Doug Clark as the City of Bellevue Public Works Director.

Council President Paul Cook thanked the Public Works Department for the excellent job of snow removal. Councilman Preister echoed the appreciation.


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 7:01 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

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 January 19, 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

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

Bellevue City Council Meeting, February 16, 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 16th day of February 2021, at 6:06 p.m., after a short delay due to technical issues.

Pursuant to the Governor's Executive Order 20-36 and 21-02, on Tuesday, February 16, 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 15, 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 Cook, seconded by Welch, to approve the agenda. Roll call vote on the motion was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

APPROVAL OF THE CONSENT AGENDA

Motion was made by Cook, seconded by Welch, to approve the consent agenda, consisting of the following items: Acknowledge receipt of January 28, 2021 Planning Commission Minutes; Acknowledge receipt of January 21, 2021 Tree Board Minutes; Approval of February 2, 2021 City Council Minutes; Approval of Claims; and Recommendation to appoint Rosemary White and reappoint Dan Bankey to the CDBG Committee.

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: None

ORDINANCES FOR ADOPTION (Third Reading):

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 third and final time.

Motion was made by Welch, seconded by Stinson, to approve Ordinance No. 4024. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

MINUTE RECORD

Bellevue City Council Meeting, February 16, 2021, Page 2

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

Motion was made by Cook, seconded by Welch, to approve preliminary plat Lots 1 through 263, and Outlots A through D, Alta Collina. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

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 third and final time.

Motion was made by Cook, seconded by Stinson, to approve Ordinance No. 4023. Roll call vote on motion to approve as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

ORDINANCES FOR PUBLIC HEARING (Second Reading): NONE

ORDINANCES FOR INTRODUCTION: (First Reading):

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)

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 was read by title only for the first time and scheduled for a public hearing at the Council meeting on March 2nd.

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)

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 was read by title only for the first time and scheduled for a public hearing at the Council meeting on March 2nd.

PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES: NONE

RESOLUTIONS:

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)

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

CURRENT BUSINESS:

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)

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

MINUTE RECORD

Bellevue City Council Meeting, February 16, 2021, Page 3

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)

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

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)

Motion was made by Welch, seconded by Burns, 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. 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 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)

Motion was made by Stinson, seconded by Welch, to 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. 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 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)

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

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)

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

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)

Motion was made by Cook, seconded by McCaw, to approve and authorize Mayor to sign Retail Service Agreement with AVI Systems, Inc., in an amount not to exceed \$54,876.98. 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 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)

Motion was made by Welch, seconded by Stinson, to 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. 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 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 \$250,000.00. (Community Development Director/City Administrator)

Motion was made by Cook, seconded by Welch, to 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

MINUTE RECORD

Bellevue City Council Meeting, February 16, 2021, Page 4

and other economic development to the City, in an amount not to exceed \$250,000.00. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

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)

CLOSED SESSION: None

ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Cook, seconded by Stinson, the meeting was adjourned at 6:31 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

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 16, 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

Bellevue City Council Meeting, March 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 March 2021, at 6:00 p.m.

Pursuant to the Governor's Executive Order 20-36 and 21-02, on Tuesday, March 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 March 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 Burns, seconded by Cook, to approve the agenda. Roll call vote on the motion was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

APPROVAL OF THE CONSENT AGENDA:

Councilman Burns requested to pull Item. 8b., recommendation to approve Matt McKinney to the Bellevue Marina Corporation.

Motion was made by Stinson, seconded by McCaw, to approve the consent agenda, consisting of the following items: Approval of February 16, 2021 City Council Minutes; Acknowledge receipt of the 2020 Tree Board Report; and Approve Trapping Permit Application requesting a Trapping Permit.

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:

Recommendation to appoint John James and Matt McKinney to the Bellevue City Marina Corporation. (Mayor)

Motion by Cook, seconded by Welch, to recommend to appoint John James and Matt McKinney to the Bellevue City Marina Corporation.

Councilman Burns mentioned he feels there is potential conflict having the Mayor appoint Mr. McKinney to the Bellevue City Municipal Corporation. Mr. McKinney is Mayor Hike's Political Committee Treasurer. The Mayor and Mr. McKinney are business partners currently working on a project. Councilman Burns requested clarification this is not a conflict of interest. Mayor Hike advised any partnerships he is involved with Mr. McKinney in are not working on any projects associated with Bellevue Municipal Building Corporation or Bellevue City Marina Corporation. Ms. Bree Robbins, City Attorney, advised she is aware of the items Councilman Burns addressed. She explained there is no conflict of interest with the Accountability Disclosure Commission. There is no financial gain or profit on the Mayor's behalf with this appointment. Conversation ensued.

Roll call vote to approve the recommendation to appoint John James and Matt McKinney to the Bellevue City Marina Corporation was as follows: Stinson, Cook, McCaw, Preister, and Welch voted yes; voting no: Burns; absent: none. Motion carried.

APPROVED CITIZEN COMMUNICATION: None

MINUTE RECORD

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

LIQUOR LICENSES:

Recommend to approve application for Cubby's II Inc., dba "Cubby's Bellevue" for a Class D Liquor License to sell beer, wine, and distilled spirits, Off Sale Only, at 7613 S. 36th Street, Bellevue and Thomas Gruidel 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.

Ms. Shari Leinbaugh, Cubby's II Inc., was present to answer any questions.

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

Motion was made by Cook, seconded by Welch, to recommend approval of application for Cubby's II Inc., dba "Cubby's Bellevue" for a Class D Liquor License to sell beer, wine, and distilled spirits, Off Sale Only, at 7613 S. 36th Street, Bellevue, and Thomas Gruidel 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

ORDINANCES FOR PUBLIC HEARING (Second Reading):

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)

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 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.

Mr. Jeff Stoll, E & A Consulting Group, was present to answer any questions on behalf of the applicant.

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.

Councilwoman Welch questioned if the lots are already sold. Mr. Jeff Stoll replied one lot is existing and one lot will be for sale.

Request to preliminary plat Lots 1 and 2, Figgyland Overlook. (No action taken at this meeting)

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.

Request to final plat Lots 1 and 2, Figgyland Overlook. (No action taken at this meeting)

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 March 16, 2021.

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)

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 was read by title 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.

Mr. Scott Collins, Central Recycling LLC, was present to answer questions.

MINUTE RECORD

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

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.

Mr. Collins requested the third reading by waived.

Motion was made by Welch, seconded by Burns, to suspend the rule for three readings of the ordinance, hold a public hearing tonight and vote after the public hearing.

Councilwoman Welch questioned the reason for the request to waive the third reading. Mr. Collins explained it is almost concrete season and he would like to get the operation running.

Councilwoman Welch questioned Mrs. Tammi Palm, Planning Manager if she has any issues with waiving the three readings. Mrs. Palm replied she does not have a problem.

Mayor Hike questioned if there are requirements regarding noise. Mr. Collins commented there is very little noise with mobile crushers. Mrs. Palm stated Article 8 has noise requirements.

Councilman McCaw questioned if there is a specific location for this use. Mr. Collins advised there are a couple locations. This application will apply to all contractors and is for mobile use.

Mayor Hike inquired if the mobile use will still need to be used in MH zoning district. Mrs. Palm replied that is correct.

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

Motion was made by Burns, seconded by Welch, to approve Ordinance No. 4027.

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

ORDINANCES FOR INTRODUCTION: (First Reading):

Ordinance No. 4028: An ordinance to amend the official zoning map as provided for in Article 3 of Ordinance No. 3619 and will repeal Ordinance No. 4023, dated February 16, 2021 to change zoning in the ordinance to read BGH (Heavy General Business) to FX (Flex Space District), instead of (Agriculture) to FX (Flex Space District). Applicant: Dennis Schworer, LLC. Location: 10th Street and Alberta Avenue. (Planning Manager)

Staff requested to suspend the rules and waive the three readings, hold a public hearing at tonight's meeting and to vote following the public hearing.

Mrs. Palm advised the ordinance was approved at the previous City Council meeting. There was an error in that ordinance. The revised ordinance corrects the language to have the property rezoned from BGH to FX instead of AG to FX.

Motion was made by Burns, seconded by Welch, to suspend the rule for three readings of the ordinance, hold a public hearing tonight and vote after the public hearing.

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

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.

Motion was made by Burns, seconded by Stinson, to approve Ordinance No. 4028.

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.

PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES:

Recommend approval of the 2021 Comprehensive Plan Update. (Planning Manager)

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.

MINUTE RECORD

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

RESOLUTIONS:

Resolution No. 2021-06: Approving that the 2021 Comprehensive Development Plan update is adopted as the guide for future growth and development within the City of Bellevue and its extra-territorial zoning jurisdiction and authorize the Mayor to sign. (Planning Manager)

Motion was made by Burns, seconded by Welch, Resolution No. 2021-06: Approving that the 2021 Comprehensive Development Plan update is adopted as the guide for future growth and development within the City of Bellevue and its extra-territorial zoning jurisdiction and authorize the Mayor to sign. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

CURRENT BUSINESS:

Approve and authorize the City Council President to sign the CDBG-CV Round 3 Grant Agreement and Funding Approval, in the amount of \$219,290.00. (CDBG Program Specialist/Finance Director)

Mayor Hike recused himself for Items 16a. – 16g. Mayor Hike left the Council Chambers at 6:37 p.m.

Council President Cook took over the meeting.

Motion was made by Stinson, seconded by Welch, to approve and authorize the City Council President to sign the CDBG-CV Round 3 Grant Agreement and Funding Approval, in the amount of \$219,290.00.

Councilman Preister stated he does not believe the Mayor needs to recuse himself. He requested clarifications. Ms. Bree Robbins advised the CDBG 2020 was approved and there was an item the Mayor's company benefited from. Therefore, it was thought best to have the Mayor recuse himself from any 2020 Recipient Agreements. Ms. Robbins advised Code of Federal Regulations (CFR) Statute 24 CFR 570.611 (d) (2) (iv) questions "whether the affected person has withdrawn from his or her... decision-making process with respect to the specific assisted activity in question." Ms. Robbins stated even though there is no conflict of interest with the Mayor, it is better to err on the side of caution.

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 City Council President to sign the 2020 CDBG Subrecipient Agreement with Bellevue Junior Sports Association for the Participation Assistance Program, in the amount not to exceed \$8,000.00. (CDBG Program Specialist/Finance Director)

Motion was made by Welch, seconded by Stinson, to approve and authorize the City Council President to sign the 2020 CDBG Subrecipient Agreement with Bellevue Junior Sports Association for the Participation Assistance Program, in the amount not to exceed \$8,000.00. 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 City Council President to sign the 2020 CDBG Subrecipient Agreement with First Baptist Church of Bellevue for the Parking Rehabilitation and Improvement project, in an amount not to exceed \$8,458.00. (CDBG Program Specialist/Finance Director)

Motion was made by Burns, seconded by McCaw, to approve and authorize the City Council President to sign the 2020 CDBG Subrecipient Agreement with First Baptist Church of Bellevue for the Parking Rehabilitation and Improvement project, in an amount not to exceed \$8,458.00. 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 City Council President to sign the 2020 CDBG Subrecipient Agreement with Habitat for Humanity of Sarpy County for the Single-Family Housing Rehabilitation project, in an amount not to exceed \$38,000.00. (CDBG Program Specialist/Finance Director)

Motion was made by Welch, seconded by Burns, to approve and authorize the City Council President to sign the 2020 CDBG Subrecipient Agreement with Habitat for Humanity of Sarpy County for the Single-Family Housing Rehabilitation project, in an amount not to exceed \$38,000.00. 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 City Council President to sign the 2020 CDBG Subrecipient Agreement with Marathon Ventures LLC for the Commercial Business Rehabilitation project, in an amount not to exceed \$100,000.00. (CDBG Program Specialist/Finance Director)

Motion was made by Welch, seconded by McCaw, to approve and authorize the City Council President to sign the 2020 CDBG Subrecipient Agreement with Marathon Ventures LLC for the Commercial Business Rehabilitation project, in an amount not to exceed \$100,000.00. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

MINUTE RECORD

Bellevue City Council Meeting, March 2, 2021, Page 5

Approve and authorize the City Council President to sign the 2020 CDBG Subrecipient Agreement with Eastern Nebraska Community Action Partnership for the Food Delivery Program, in an amount not to exceed \$56,298.00. (CDBG Program Specialist/Finance Director)

Motion was made by Stinson, seconded by Burns, to approve and authorize the City Council President to sign the 2020 CDBG Subrecipient Agreement with Eastern Nebraska Community Action Partnership for the Food Delivery Program, in an amount not to exceed \$56,298.00. 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 City Council President to sign the 2020 CDBG Subrecipient Agreement with All-Brite Glass and Screen for the Sidewalk Rehabilitation project, in an amount not to exceed \$7,358.00. (CDBG Program Specialist/Finance Director)

Motion was made by Burns, seconded by Welch, to approve and authorize the City Council President to sign the 2020 CDBG Subrecipient Agreement with All-Brite Glass and Screen for the Sidewalk rehabilitation project, in an amount not to exceed \$7,358.00. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Mayor Hike returned to Council Chambers at 6:47 p.m.

Approve & authorize the Mayor to sign the Right-of-Entry Agreement with the United States of America for certain ingress and egress, for a period of 60 months. (Community Development Director)

Motion was made by Cook, seconded by Burns, to approve & authorize the Mayor to sign the Right-of-Entry Agreement with the United States of America for certain ingress and egress, for a period of 60 months. 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 the MOU with the Sarpy County Sheriff Department, for use of the driving lot and the small computer lab classroom for their SCSP's motorcycle training class. (Fire Chief)

Motion was made by Welch, seconded by Stinson, to approve and authorize the Mayor to sign the MOU with the Sarpy County Sheriff Department, for use of the driving lot and the small computer lab classroom for their SCSP's motorcycle training class. 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 the extension of contract with Alexander Lawn & Landscape, Inc. for the 2021 right-of-way mowing, in an amount not to exceed \$115,145.88. (Public Works Director)

Motion was made by Cook, seconded by Stinson, to approve and authorize the Mayor to sign the extension of contract with Alexander Lawn & Landscape, Inc. for the 2021 right-of-way mowing, in an amount not to exceed \$115,145.88. 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 the extension of contract with Best Cut Lawn Care, Inc. for 2021 parks mowing, in an amount not to exceed \$34,759.48. (Public Works Director)

Motion was made by Stinson, seconded by Burns, to approve and authorize the Mayor to sign the extension of contract with Best Cut Lawn Care, Inc. for 2021 parks mowing, in an amount not to exceed \$34,759.48. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Request approval to purchase a current model year John Deere 624 P wheel loader from Murphy Tractor & Equipment per Sourcewell contract ID #1276, quote ID #23467504, in the amount of \$241,354.00, less \$30,500.00 trade in for a 2004 Caterpillar 924G wheel loader, with the total price not to exceed \$210,854.00. (Public Works Director)

Motion was made by Welch, seconded by Burns, to approve request to purchase a current model year John Deere 624 P wheel loader from Murphy Tractor & Equipment per Sourcewell contract ID #1276, quote ID #23467504, in the amount of \$241,354.00, less \$30,500.00 trade in for a 2004 Caterpillar 924G wheel loader, with the total price not to exceed \$210,854.00. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

MINUTE RECORD

Bellevue City Council Meeting, March 2, 2021, Page 6

Request approval to purchase a current model year John Deere 310SL backhoe loader from Murphy Tractor & Equipment per Sourcewell contract ID #1276, quote ID #23523056, in the amount of \$113,135.00, less \$25,000.00 trade in for a 2008 John Deere 310SK backhoe loader, with the total price not to exceed \$88,135.00. (Public Works Director)

Motion was made by Burns, seconded by Cook, to approve request to purchase a current model year John Deere 310SL backhoe loader from Murphy Tractor & Equipment per Sourcewell contract ID #1276, quote ID #23523056, in the amount of \$113,135.00, less \$25,000.00 trade in for a 2008 John Deere 310SK backhoe loader, with the total price not to exceed \$88,135.00. 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 Amendment 1 to Original Contract with the Sarpy County Economic Development Corporation. (Administration)

Motion was made by Welch, seconded by Cook, to approve and authorize the Mayor to sign Amendment 1 to Original Contract with the Sarpy County Economic Development Corporation. 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 & authorize the Mayor to sign the agreement with Oldcastle Materials Midwest Company d/b/a OMNI Engineering for the 2021 Overlay Project, in an amount not to exceed \$676,928.75, plus a 10% contingency of \$67,692.88, for a total project cost of \$744,621.63. (Public Works Director)

Motion was made by Cook, seconded by Welch, to approve and authorize the Mayor to sign the agreement with Oldcastle Materials Midwest Company d/b/a OMNI Engineering for the 2021 Overlay Project, in an amount not to exceed \$676,928.75, plus a 10% contingency of \$67,692.88, for a total project cost of \$744,621.63.

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 - February report is attached)

Councilman Preister requested an update on the remodel of the library. Mr. Jim Ristow, City Administrator, provided an update.

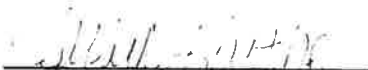
Councilman Preister requested City Clerk provide an update on the code. Mrs. Susan Kluthe, City Clerk, provided an update.

CLOSED SESSION: None

ADJOURNMENT:

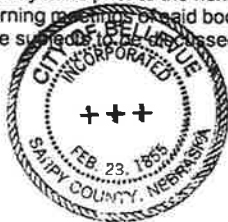
There being no further business to come before the Council at this time, on motion by Cook, seconded by Stinson, the meeting was adjourned at 7:05 p.m.

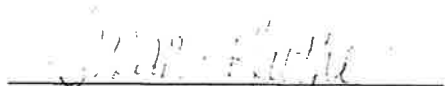
Roll call vote on the motion was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.


Susan Kluthe, City Clerk


Rusty Hike, Mayor

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 March 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

Bellevue City Council Meeting, March 16, 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 16th day of March 2021, at 6:00 p.m.

Pursuant to the Governor's Executive Order 20-36 and 21-02, on Tuesday, March 16, 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, Thomas Burns, Don Preister, and Kathy Welch. Absent: Jerry McCaw.

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 March 15, 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 Burns, seconded by Welch, to approve the agenda. Roll call vote on the motion was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: none; absent: McCaw. Motion carried.

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Stinson, seconded by Burns, to approve the consent agenda, consisting of the following items: Acknowledge Receipt of Sidewalk Task Force Minutes for November 4, 2020, December 2, 2020, January 6, 2021, and February 3, 2021; Acknowledge Receipt of the February 25, 2021 Planning Commission Minutes; Approval of the March 2, 2021 City Council Minutes; Acknowledge Receipt of the of the Complete Streets Report; Approval of the Claims; Recommendation to Approve the 2021-2022 Budget Task Force and Approval of the First Amendment to the Redevelopment Agreement and Promissory Note for MRES Ascend Holdings LLC (South Woods)

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

SPECIAL PRESENTATIONS:

Presentation from Sarpy County Economic Development Corporation on Annual Return of Investment. (Andrew Rainbolt)

Mr. Andrew Rainbolt with Sarpy County Economic Development Corporation gave a presentation on the Annual Return of Investment for Bellevue.

Proclamation declaring the City of Bellevue as the BEE CITY USA sponsor and designate Green Bellevue as the Bee City USA Liaison to facilitate our city's BEE CITY USA program.

Due to issues with the sound, the presentation previously recorded with Green Bellevue Members was not able to be played. During the presentation, Mayor Hike read the Proclamation declaring the City of Bellevue as the Bee City USA sponsor & to designate Green Bellevue as the Bee City USA Liaison to facilitate our city's Bee City USA program. Ms. Joanne Langabee, Michelle Foss, & Tyler Moore each said a few words on what this means to them. Mayor Hike stated Bellevue is the first "Bee City" in Nebraska. To see the recording, the meeting is being broadcast on Channel 17 & is on the city's YouTube Channel.

ORGANIZATIONAL MATTERS: Item 8a was approved under the Consent Agenda.

APPROVED CITIZEN COMMUNICATION: None

MINUTE RECORD

Bellevue City Council Meeting, March 16, 2021, Page 2

LIQUOR LICENSES:

Recommend to approve application for RIFS Inc., dba "Bellevue Quik and Friendly" for a Class D Liquor License to sell beer, wine, and distilled spirits, Off Sale Only, at 2220 Avery Road East, Bellevue and for Farrukh Rakhimov 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. Farrukh Rakhimov, RIFS Inc., was present to answer any questions.

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

Motion was made by Cook, seconded by Welch, to recommend approval of application for RIFS Inc., dba "Bellevue Quik and Friendly" for a Class D Liquor License to sell beer, wine, and distilled spirits, Off Sale Only, at 2220 Avery Road East, Bellevue, and for Farrukh Rakhimov as Manager.

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

ORDINANCES FOR ADOPTION (Third Reading):

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)

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 was read for the third and final time.

Motion was made by Cook, seconded by Welch, to approve Ordinance No. 4026.

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

Request to preliminary plat Lots 1 and 2, Figgyland Overlook.

Motion was made by Welch, seconded by Burns, to approve the preliminary plat Lots 1 and 2, Figgyland Outlook.

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

Request to final plat Lots 1 and 2, Figgyland Overlook.

Motion was made by Welch, seconded by Preister, to approve the final plat Lots 1 and 2, Figgyland Outlook.

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

ORDINANCES FOR PUBLIC HEARING (Second Reading): None

ORDINANCES FOR INTRODUCTION: (First Reading):

Ordinance No. 4029: An Ordinance to amend Article VI, Chapter 19, of the Bellevue Municipal Code by adding a new Section 19-83 regarding the prohibition of engine braking. (Public Works Director)

Ordinance No. 4029: An Ordinance to amend Article VI, Chapter 19, of the Bellevue Municipal Code by adding a new Section 19-83 regarding the prohibition of engine braking was read for the first time. Second reading & public hearing will be held on April 6, 2021.

PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES:

Public hearing on the CDBG 2019-2020 Consolidated Annual Performance and Evaluation Report. (CDBG Specialist/Finance Director)

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.

MINUTE RECORD

Bellevue City Council Meeting, March 16, 2021, Page 3

RESOLUTIONS:

Resolution No. 2021-07: Authorizing the submission of the Consolidated Annual Performance Evaluation Report for the 2019-2020 Community Development Block Grant Program year to the U.S. Dept. of Housing & Urban Development & to authorize the Mayor to sign. (Planning Manager)

Motion was made by Stinson, seconded by Welch, to approve Resolution No. 2021-07: Authorizing the submission of the Consolidated Annual Performance Evaluation Report for the 2019-2020 Community Development Block Grant Program year to the U.S. Dept. of Housing & Urban Development & to authorize the Mayor to sign. Roll call vote on motion to approve was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: none; Absent: McCaw. Motion carried.

Resolution No. 2021-08: A resolution to approve and authorize the Mayor to sign a Bond Reimbursement for 2021 Paving Improvements, \$10,000,000.00. (Public Works Director)

Motion was made by Cook, seconded by Burns to approve Resolution No. 2021-08: A resolution to approve and authorize the Mayor to sign a Bond Reimbursement for 2021 Paving Improvements, \$10,000,000.00. Roll call vote on motion to approve was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: none; Absent: McCaw. Motion carried.

Resolution No. 2021-09: A resolution approving and authorizing the Mayor to sign the resolution and the Construction Engineering Services Agreement with Olsson for the 36th St., N-370 – Sheridan Project, in an amount not to exceed \$8,200.00. (Public Works Director)

Motion was made by Preister, seconded by Burns to approve Resolution No. 2021-09: A resolution to approve and authorize the Mayor to sign the resolution and the Construction Engineering Services Agreement with Olsson for the 36th St., N-370 – Sheridan Project, in an amount not to exceed \$8200.00. Roll call vote on motion to approve was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: none; Absent: McCaw. Motion carried.

CURRENT BUSINESS:

Approve and authorize the City Council President to sign the 2020 CDBG Subrecipient Agreement with Willabees Barbershop for the Building and Façade Improvement Project, in an amount not to exceed \$12,000.00. (CDBG Program Specialist/Finance Director)

Mayor Hike recused himself for Items 16b and 16c. Mayor Hike left the Council Chambers at 6:32 p.m.

Council President Cook took over the meeting.

Motion was made by Burns, seconded by Stinson to approve and authorize the City Council President to sign the 2020 CDBG Subrecipient Agreement with Willabees Barbershop for the Building and Façade Improvement Project, in an amount not to exceed \$12,000.00. Roll call vote on motion to approve was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: none; Absent: McCaw. Motion carried.

Approve and authorize the City Council President to sign the 2020 CDBG Subrecipient Agreement with Bellevue Volunteer Fire and Rescue Inc., for the Fire Hall Facility Upgrade Project, in an amount not to exceed \$19,439.00. (CDBG Program Specialist/Finance Director)

Motion was made by Welch, seconded by Stinson to approve and authorize the City Council President to sign the 2020 CDBG Subrecipient Agreement with Bellevue Volunteer Fire and Rescue Inc., for the Fire Hall Facility Upgrade Project, in an amount not to exceed \$19,439.00. Roll call vote on motion to approve was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: none; Absent: McCaw. Motion carried.

Mayor Hike returned to Council Chambers at 6:35 p.m.

Approve and authorize the Mayor to sign the agreement with Van Winkle Construction Services, LLC., (dba Lakeview Construction) for the 2021 Concrete Projects, in the amount of \$638,259.00 plus a 10% contingency of \$63,825.90, for a total project cost of \$702,084.90. (Public Works Director)

Motion was made by Cook, seconded by Welch to approve & authorize the Mayor to sign the agreement with Van Winkle Construction Services, LLC., (dba Lakeview Construction) for the 2021 Concrete Projects, in the amount of \$638,259 plus a 10% contingency of \$63,825.90, for a total project cost of \$702,084.90. Roll call vote on motion to approve was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: none; Absent: McCaw. Motion carried.

Approve and authorize the Mayor to sign the agreement with DC Electric/Heartland Lighting, Inc. for the Police Gun Range Electrical Repair Project (FEMA), in the amount of \$8,182.00. (Public Works Director)

MINUTE RECORD

Bellevue City Council Meeting, March 16, 2021, Page 4

Motion was made by Welch, seconded by Stinson to approve and authorize the Mayor to sign the agreement with DC Electric/Heartland Lighting for the Police Gun Range Electrical Repairs Project, in the amount of \$8,182.00. Roll call vote on motion to approve was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: none; Absent: McCaw. Motion carried.

Approve and authorize the Mayor to sign the Agreement with Bellevue Junior Sports Association for an annual maintenance fee, in exchange for use of park beginning September 1st through November 1st, if approved BJSA will pay \$1200.00 to the City annually. (Public Works Director)

Motion was made by Stinson, seconded by Burns to approve and authorize the Mayor to sign the Agreement with Bellevue Junior Sports Association for an annual maintenance fee, in exchange for use of park beginning September 1st through November 1st, if approved BJSA will pay \$1200.00 to the City annually. Roll call vote on motion to approve was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: none; Absent: McCaw. Motion carried.

Approve and authorize the Mayor to sign the Lease Agreement with Bellevue University for temporary library relocation during the renovation at their facility at 1003 Lincoln Rd. beginning 03/16/2021 – 01/31/2022. (Administration)

Motion was made by Burns, seconded Welch to approve & authorize the Mayor to sign the Lease Agreement with Bellevue University for temporary library relocation during the renovation at their facility at 1003 Lincoln Rd. beginning 3/16/2021-1/31/2022. Roll call vote on motion to approve was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: none; Absent: McCaw. Motion carried.

Approve Agreement with the Bellevue Community Foundation to help fund a Community Festival from the Community Betterment Fund, in an annual amount of \$50,000.00. (Community Relations Director)

Motion was made by Welch, seconded by Stinson to approve Agreement with the Bellevue Community Foundation to help fund a Community Festival from the Community Betterment Fund, in an annual amount of \$50,000. Roll call vote on motion to approve was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: none; Absent: McCaw. Motion carried

Approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) with Trails Have Our Respect (THOR), to provide volunteer assistance to the Parks Department for maintenance of trails within Jewell Park and Swanson Park (Public Works Director)

Motion was made by Burns, seconded by Preister to approve & authorize the Mayor to sign the MOU with THOR, to provide volunteer assistance the Parks Dept. for maintenance of trails within Jewell Park & Swanson Park. Roll call vote on motion to approve was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: none; Absent: McCaw. Motion carried.

Approve and authorize the Mayor to sign the Agreement with Alfred Benesch & Company for Construction Engineering Services, for the 2021 Overlay Projects, in an amount not to exceed \$47,956.00 (Public Works Director)

Motion was made by Cook, seconded by Welch to approve & authorize the Mayor to sign the Agreement with Alfred Benesch & Company for Construction Engineering Services, for the 2021 Overlay Projects, in an amount not to exceed \$47,956.00. Roll call vote on motion to approve was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: none; Absent: McCaw. Motion carried.

Approve and authorize the Mayor to sign the Agreement with Alfred Benesch & Company for Construction Engineering Services for the 2021 Concrete Projects, in an amount not to exceed \$77,952.00. (Public Works Director)

Motion was made by Preister, seconded by Burns to approve & authorize the Mayor to sign the Agreement with Alfred Benesch & Co. for Construction Engineering Services for the 2021 Concrete Projects, in an amount not to exceed \$77,952. Roll call vote on motion to approve was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: none; Absent: McCaw. 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 - March report will be attached to the April 6th Council packet).

CLOSED SESSION: None

ADJOURNMENT:

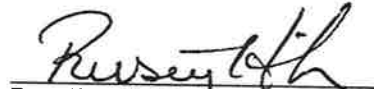
There being no further business to come before the Council at this time, on motion by Burns, seconded by Welch, the meeting was adjourned at 6:44 p.m.

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

MINUTE RECORD

Bellevue City Council Meeting, March 16, 2021, Page 5


Susan Kluthe, City Clerk


Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on March 16, 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

Bellevue City Council Meeting, April 6, 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 6th day of April 2021, at 6:00 p.m.

Pursuant to the Governor's Executive Order 20-36 and 21-02, on Tuesday, April 6, 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 April 5, 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 Cook, seconded by Welch, to approve the agenda. Roll call vote on the motion was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Burns, seconded by Preister, to approve the consent agenda, consisting of the following items: Acknowledge Receipt of February 9, 2021 Tree Board Meeting Minutes; Approval of March 16, 2021 City Council Minutes; Recommendation to amend the September 1, 2020 Minutes to reflect correct language as stated and to approve September 1, 2020 Minutes as amended; Approval of Claims; Recommend appointment of Stephanie Hanson to the Citizens Complete Street Advisory Panel, replacing Mike Wagner and to serve a four-year term ending April 2025.

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

SPECIAL PRESENTATIONS:

Proclamation declaring April 22, 2021 as "Earth Day" in Bellevue, Nebraska. (Green Bellevue Committee)

Mayor Hike explained there is a video of the Earth Day Proclamation. However, due to technical difficulties the video did not play. During the presentation, Mayor Hike read the Proclamation proclaiming April 22, 2021 as "Earth Day." The video can be found the City of Bellevue's YouTube Channel.

Presentation on Bellevue Fire Cares Data by Dr. Eric Ernest, Fire Department Physician Medical

MINUTE RECORD

Bellevue City Council Meeting, April 6, 2021, Page 2

Director. (Fire Department)

Dr. Ernest provided a brief presentation on the CARES (cardiac arrest registry) data.

ORGANIZATIONAL MATTERS: None

APPROVED CITIZEN COMMUNICATION: None

LIQUOR LICENSES: None

ORDINANCES FOR ADOPTION (Third Reading): None

ORDINANCES FOR PUBLIC HEARING (Second Reading):

Ordinance No. 4029: An ordinance to amend Article VI, Chapter 19, of the Bellevue Municipal Code by adding a new section 19-83 regarding prohibition of engine braking. (Public Works Director)

Ordinance No. 4029: An Ordinance to amend Article VI, Chapter 19, of the Bellevue Municipal Code by adding a new Section 19-83 regarding the prohibition of engine braking was read 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 April 20, 2021.

ORDINANCES FOR INTRODUCTION: (First Reading):

Ordinance No. 4030: Amending Section 12-57 through 12-85 of the Municipal Code pertaining to Fireworks. (City Clerk)

Ordinance No. 4030: An ordinance to amend Section 12-57 through 12-85, of the Bellevue Municipal Code pertaining to fireworks, to repeal all previous versions of the same; and to provide an effective date of this ordinance was read by title only for the first time and scheduled for a public hearing at the Council meeting on April 20th.

Ordinance No. 4031: Ordinance pertaining to Adoption of the 2021 International Fire Code. (Chief Building Inspector)

Ordinance No. 4031: An Ordinance to amend Sections 12-2, 12-36 through 12-170 of the Bellevue Municipal Code pertaining to the Bellevue Fire Prevention Code; to repeal Sections 12-2, 12-36 through 12-170 of the Bellevue City Code as heretofore existing; to provide for the publication of this ordinance in pamphlet form; and to provide for the effective date of this ordinance was read by title only for the first time and scheduled for a public hearing at the Council meeting on April 20th.

Ordinance No. 4032: Ordinance pertaining to the adoption of the 2021 International Building Code, International Residential Code and the 2018 International Energy Conservation Code. (Chief Building Inspector)

Ordinance No. 4032: An Ordinance to amend Sections 8-16 through 8-18 of Chapter 8 of the Bellevue City Code by adopting the 2021 Edition of the International Building Code with amendments and changes; to repeal Sections 8-16 through 8-18 of Chapter 8 of the Bellevue City Code as heretofore existing; to provide for the publication of

MINUTE RECORD

Bellevue City Council Meeting, April 6, 2021, Page 3

this ordinance in pamphlet form; and to provide for the effective date of this ordinance was read by title only for the first time and scheduled for a public hearing at the Council meeting on April 20th.

Ordinance No. 4033: Ordinance pertaining to amendments of the 2021 International Residential Code. (Chief Building Inspector)

Ordinance No. 4033: An Ordinance to amend Section 8-18.6 of Chapter 8 of the Bellevue City Code pertaining to the amendments and changes to the International Residential Code, 2021 Edition, to repeal Section 8-18.6 of Chapter 8 of the Bellevue City Code as heretofore existing, to provide for the publication of this ordinance in pamphlet form; and to provide for the effective date of this ordinance was read by title only for the first time and scheduled for a public hearing at the Council meeting on April 20th.

Ordinance No. 4034: Ordinance pertaining to the adoption of the 2021 International Mechanical Code. (Chief Building Inspector)

Ordinance No. 4034: An Ordinance to amend Sections 27-196 through 27-196.1 of Chapter 27 of the Bellevue City Code by adopting the 2021 Edition of the International Mechanical Code; to repeal Sections 27-196 through 27-196.1 of the Bellevue City Code as heretofore existing; to provide for the publication of this ordinance in pamphlet form; and to provide for the effective date of this ordinance was read by title only for the first time and scheduled for a public hearing at the Council meeting on April 20th.

Ordinance No. 4035: Ordinance pertaining to the adoption of the 2021 Uniform Plumbing Code; Uniform Swimming Pool, Spa and Hot Tub Code and the 2021 International Fuel Gas Code. (Chief Building Inspector)

Ordinance No. 4035: An Ordinance to amend Sections 27-85 through 27-87 of Chapter 27 of The Bellevue City Code by adopting the 2021 Edition of the Uniform Plumbing Code; to amend Section 27-85.1 of the Bellevue City Code by adopting the 2021 Edition of the International Fuel Gas Code, to amend Section 27-86 of the Bellevue City Code by adopting the 2021 Edition of the Uniform Swimming Pool, Spa, and Hot Tub Code; to amend Section 27-87 of the Bellevue City Code pertaining to the amendments and changes to the newly adopted codes; to repeal Sections 27-85 through 27-87 of the Bellevue City Code as heretofore existing; to provide for the publication of this ordinance in pamphlet form; and to provide for the effective date of this ordinance was read by title only for the first time and scheduled for a public hearing at the Council meeting on April 20th.

Ordinance No. 4036: Request to rezone Lots 1 through 3, Old Orchard Place Replat 2, being a replat of Lots 15A, 15B, and 15C, Old Orchard Place, from AG and RE to RE and RG-50, for the purpose of existing residential development. Applicant: DWS Land Surveying. General location: 9100 S 13th Street. (Planning Manager)

Ordinance No. 4036: 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 9100 South 13th Street, more particularly described in Section 1 of the Ordinance and to provide an effective date of this ordinance was read by title only for the first time and scheduled for a public hearing at the Council meeting on April 20th.

Ordinance No. 4037: An Ordinance to add new sections to Chapter 6 regarding leash and muzzle requirements for pit bull breeds, breed ambassadors, insurance, and the NHS annual reporting procedures. (Councilman Burns)

Ordinance No. 4037: An Ordinance to amend Article II, Chapter 6, of the Bellevue Municipal Code by adding a new Sections 6-24 through 6-27 regarding leash and muzzle requirements for pit bull breeds, breed ambassadors, proof insurance, animal control authority's annual reporting to City Council and to provide an effective date of this ordinance.

Motion made by Cook, seconded by Welch, to postpone the first reading until May 4th.

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Councilman Preister questioned Councilman Burns if he is okay with postponing.

Councilman Burns responded he thinks he is okay with the request. However, he would like to hear the justification for delaying first reading to May 4th.

Council President Cook explained he would like to have Council Members meet with staff to discuss the proposed ordinance. He would like to research the current ordinances and meet with the Nebraska Humane Society. He explained he was not sure where this ordinance was coming from. This is a big issue and should be researched and discussed thoroughly.

Councilman Burns commented if this is postponed to May 4th, it will put the third reading out six weeks from May 4th. He explained from today, there would be six weeks before the third reading, and asked if that isn't sufficient time. This would allow time to do research, have the public hearing in two weeks, and third reading would be two weeks later to vote on the proposed ordinance.

Council President Cook advised he is a member of the Board of Health. The Board recently had a case involving an animal. The City already has an ordinance in place addressing these issues. He feels he would like to meet with staff and NHS and have discussion. He is unclear of the purpose or the reason for this proposed ordinance. No information was provided to the Council Members. He is requesting the postponement.

Councilman Preister suggested a compromise and suggested the first reading be postponed until April 20th.

Mayor Hike questioned if it could be postponed indefinitely. Ms. Bree Robbins, City Attorney, advised a date would need to be specified for postponement. Councilman Cook will need to withdrawal his original motion if he wants to change the date.

Councilwoman Welch commented she seconded the motion because it is a very important issue. The Council needs the time to research and make the right decisions. This is an important issue for the citizens of the community.

Mayor Hike advised he also serves on the Board of Health. He was surprised he had not heard of the proposed ordinance ahead of time. He stated it seems like a harsh ordinance. He encourages the City Council to give the ordinance more time. He is unclear where the language from the ordinance came from or if it was from another city.

Councilman Burns advised Mr. Ristow and the legal department were aware of the proposed ordinance and included in the emails. He stated he is okay with postponing the first reading to April 20th.

Council President Cook stated he does not want to change his motion. He wants the Council Members to meet with staff. He wants to get a history of calls from the Police Department and meet with NHS. This will take some time. He stated he is not trying to be stubborn or disrespectful to Councilman Burns. He wants to gather as much information on this item as possible.

Councilman McCaw stated he is in support of postponing until May 4th. He would appreciate the extra time to research the issue.

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.

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PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES: None

RESOLUTIONS:

Resolution No. 2021-10: Repealing the City's temporary pandemic sick leave policy. (HR Director)

Motion was made by Cook, seconded by Welch, to approve Resolution No. 2021-10: Repealing the City's temporary pandemic sick leave policy. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

CURRENT BUSINESS:

Approve and authorize the Mayor to sign the CDBG-CV Round 3 Subrecipient Agreement with the Housing Foundation for Sarpy County, in an amount not to exceed \$145,479.00. (CDBG Program Specialist/Finance Dept.)

Motion was made by Welch, seconded by Stinson, to approve and authorize the Mayor to sign the CDBG-CV Round 3 Subrecipient Agreement with the Housing Foundation for Sarpy County, in an amount not to exceed \$145,479.00. 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 the Architectural/Engineering Agreement with Leo A. Daly Company for the Bellevue Public Library Renovation and Addition Project, in a lump sum amount not to exceed \$410,928.00. (Public Works Director)

Motion was made by Stinson, seconded by Burns, to approve and authorize the Mayor to sign the Architectural/Engineering Agreement with Leo A. Daly Company for the Bellevue Public Library Renovation and Addition Project, in a lump sum amount not to exceed \$410,928.00. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Councilman Preister requested clarification if there are three different design options or if it has been narrowed down one. Mr. Ristow replied design Option 1 has been chosen. This design adds 300 square feet. The design includes a drive thru.

Councilwoman Welch questioned how long the project will take. Mr. Ristow commented it should be done next summer.

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 the Professional Engineering Agreement with HGM Associates Inc. for the east bank stabilization of Mud Creek under Cornhusker Road Bridge, in an amount not to exceed \$15,500.00. (Public Works Director)

Motion was made by Cook, seconded by Welch, to approve and authorize the Mayor to sign the Professional Engineering Agreement with HGM Associates Inc. for the east bank stabilization of Mud Creek under Cornhusker Road Bridge, in an amount not to exceed \$15,500.00. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Request approval to purchase two new Ford Utility Police Hybrids, not to exceed \$75,486.00. (Police Chief)

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Motion was made by Burns, seconded by McCaw, to approve to purchase two new Ford Utility Police Hybrids, not to exceed \$75,486.00. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Request approval to purchase of QueTel Disposition Module hand-held scanner, in an amount not to exceed \$9,381.00. (Captain Melvin)

Motion was made by Welch, seconded by Burns, to approve purchase QueTel Disposition Module hand-held scanner, in an amount not to exceed \$9,381.00. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Request approval to purchase the WatchGuard (Motorola Solutions) video equipment, accessories, software, and storage services, in an amount not to exceed \$17,663.00. (Community Development Director)

Motion was made by Stinson, seconded by McCaw, to approve purchase the WatchGuard (Motorola Solutions) video equipment, accessories, software, and storage services, in an amount not to exceed \$17,663.00. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Request approval to purchase a current model year Freightliner M2 106 crane truck from Aspen Equipment Co., in an amount not to exceed \$136,167.00 [per Quote Number: City of Bellevue-98-PAL-44244-09-56-v1] (Public Work Director)

Motion was made by Welch, seconded by Cook, to purchase a current model year Freightliner M2 106 crane truck from Aspen Equipment Co., in an amount not to exceed \$136,167.00 [per Quote Number: City of Bellevue-98-PAL-44244-09-56-v1]. 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 the contract with Crow Lawn Care LLC for the Code Enforcement Mowing/Clean-Up/Snow Removal Project, in an amount not to exceed \$40,000.00. (Public Works Director)

Motion was made by Preister, seconded by Welch, to approve and authorize the Mayor to sign the contract with Crow Lawn Care LLC for the Code Enforcement Mowing/Clean-Up/Snow Removal Project, in an amount not to exceed \$40,000.00. 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 the Agreement with HDR Architecture, Inc. for a study and master plan update for the Fort Crook Road Redevelopment Project, in an amount not to exceed \$154,950.00. (Public Works Director)

Motion was made by Stinson, seconded by Preister, to approve and authorize the Mayor to sign the Agreement with HDR Architecture, Inc. for a study and master plan update for the Fort Crook Road Redevelopment Project, in an amount not to exceed \$154,950.00.

Councilman Preister requested Mr. Ristow provide an update on what conditions have changed in this new study. Mr. Ristow advised HDR did the original study approximately ten years ago. One of the key items in that study was the right-of-way issue. It would be an issue for the City to get control of the rights-of-way from NDOT. Over the course of a year, the City has been working with NDOT to get the rights-of-way defined and under control to determine what kind of development can take place. There are negotiations with the Army Corps of Engineers as well and NRD regarding their responsibilities of water ways. He advised discussions are occurring regarding the footprint of Fort Crook Road. Conversation ensued on this topic.

Mr. Doug Clark, Public Works Director, stated MAPA is delighted the City is looking at Fort Crook Road. They are offering roughly \$100,000.00 so Bellevue can be more connected to downtown Omaha.

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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 a consent form for Crown Castle to sublease space on the tower at 2102 Betz Road. (Fire Chief)

Motion was made by Welch, seconded by McCaw, to approve and authorize the Mayor to sign a consent form for Crown Castle to sublease space on the tower at 2102 Betz Road. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Recommendation to approve Special Fireworks Application for Midwest Fireworks Wholesalers for a firework display at Bellevue East Prom on 05/15/2021 (Rain date 05/16/2021) at approximately 10:00 p.m. (City Clerk)

Motion was made by Welch, seconded by Burns, to approve Special Fireworks Application for Midwest Fireworks Wholesalers for a firework display at Bellevue East Prom on 05/15/2021 (Rain date 05/16/2021) at approximately 10:00 p.m. 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 - March report will be attached to the April 6th Council packet**).

CLOSED SESSION: None

ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Burns, seconded by Welch, the meeting was adjourned at 7:06 p.m.

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

Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on April 6, 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.

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Susan Kluthe, City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16a.
4/20/2021

COUNCIL MEETING DATE: 04/20/2021		SUBMITTED BY: CDBG		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>		CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approve the CDBG-CV Round 3 Subrecipient Agreement with Bellevue Public School Foundation for the COVID-19 PPE Emergency Assistance in an amount not to exceed \$8,904.00

SYNOPSIS/BACKGROUND:

As part of the CDBG Coronavirus (CDBG-CV) Round 3 funding plan approved by City Council on February 11, 2021, the Bellevue Public School Foundation (BPSF) was approved for funding in the amount not to exceed \$8,904.00. The grant funds will provide assistance to purchase personal protective equipment for the response to the coronavirus pandemic for schools with concentration of LMI households. The subrecipient agreement includes the scope of service and all city and federal requirements for the use of CDBG funding.

FISCAL IMPACT: \$8,904 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: YES 100% HUD

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: BPSF	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: CDBG-CV Round 3 Subrecipient Agreement		
CONTRACT EFFECTIVE DATE: 04/20/2021	CONTRACT TERM: 1 year	CONTRACT END DATE: 04/19/2022
PROJECT NAME: BPSF COVID-19 PPE Emergency Assistance		
START DATE: 04/20/2021	END DATE: 04/19/2022	PAYMENT DATE: <input type="text"/> INSURANCE REQUIRED: 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: CDBG-COVID-6	ACCOUNT NUMBER: 60/1903/192013/450	

RECOMMENDATION:

Approve and authorize Mayor to sign the CDBG-CV Round 3 subrecipient agreement with the Bellevue Public School Foundation.

ATTACHMENTS:

- | | | |
|--------------------------------------|-------------------------|-------------------------|
| 1. CDBG-CV R3 Subrecipient 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: A. Bruce Rollins

FINANCE APPROVAL AS TO FORM: [Signature]

ADMINISTRATOR APPROVAL AS TO FORM: [Signature]

**AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
BELLEVUE PUBLIC SCHOOL FOUNDATION
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS FUNDS
B-19-MW-31-0003**

THIS SUBRECIPIENT AGREEMENT FOR CDBG CORONAVIRUS (CDBG-CV) FUNDING entered into this _____ day of _____, 2021, by and between the subrecipient BELLEVUE PUBLIC SCHOOL FOUNDATION hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG-CV program, hereinafter referred to as the GRANTEE.

WHEREAS, the GRANTEE has received funds for the prevention, preparation for, and response to the coronavirus under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Public Law 116-136 and under the 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 wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant Coronavirus (CDBG-CV) funds from the B-19-MW-31-0003 HUD contract in the amount of \$8,904.00 for the the COVID-19 PPE Emergency Assistance project; and

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

A. SCOPE OF SERVICE.

1. **Activities.** The SUBRECIPIENT agrees to provide the GRANTEE eligible services, activities, and/or programs in accordance with the Community Development Block Grant regulations set forth in 24 CFR Part 570 as amended; Federal Register Docket No. FR-6218-N-01 Notice of Program Rules, Waivers, and Alternative Requirements under the CARES Act for Community Development Block Grant Program Coronavirus Response Grant, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Grants; and the GRANTEE's CDBG program as described in the City of Bellevue's 2019-2023 Consolidated Plan. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed \$8,904.00 from the B-19-MW-31-0003 funding allocation to the SUBRECIPIENT for the purpose of providing personal protective equipment for personnel and students at schools in the Bellevue school district with 51% or more of students participating in free and reduced lunch program to assist with the protection of all and prevention of spread of the virus which is eligible under 24 CFR 570.201(E) Public Service. Such program will include the following activities eligible under the CDBG program:
 - a. **Program Delivery.** To provide personal protective equipment including the touchless thermometers, handsanitizer, gloves and disposable masks for personnel and students at schools in the Bellevue school district with 51% or more of students participating in free and reduced lunch program. The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
 - i. Develop a plan to determine eligible schools with 51% or more of students participating in the free and reduced lunch program.
 - ii. Develop program metrics to document program performance in meeting CDBG National Objective goals and income benefit goals outlined in A.1.b-c.

- iii. Maintain program records documenting participation eligibility including race and ethnic data, household income and other characteristics, and access to services for household benefiting from service provided to meet National Objective requirements and income benefit goals.
 - iv. Maintain proper documentation to ensure all cost incurred are eligible and demonstrate a tie back to the prevention, preparation for, and response to the coronavirus.
 - v. Verify there is no duplication of benefit assistance through CDBG-CV funding and provide documentation through the Duplication of Benefit Worksheet.
 - b. Income Benefit Goals. It is anticipated that the program will provide personal protective equipment for approximately 1,300 students and faculty in seven school buildings with 51% or more students participation in free and reduced lunch program from low- and moderate-income persons residing within Bellevue city limits.
 - c. National Objective. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The SUBRECIPIENT certifies that the activity carried out under this agreement will meet the National Objective benefit low- and moderate-income limited clientele benefit by benefiting low- and moderate-income persons.
 - i. Income Definition. For the purposes of determining whether a person or household is low- and moderate-income, the SUBRECIPIENT will utilize the income definition under 24 CFR 570.3 Income (1)(iii) Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 for individual Federal annual income tax purposes.
- 2. Performance Monitoring. The SUBRECIPIENT at such times and in such forms as the GRANTEE may require, shall furnish performance reports pertaining to the activities undertaken pursuant to this Agreement to meet the CDBG National Objective and demonstrate a tie back to the prevention of, preparation for, and response to coronavirus. Such reports shall include, but not be limited to:
 - a. Statistical information including the number of persons, race, income, and head of household of the household benefiting; and the number of persons that will be provided with new or improved access to services and/or facilities.
 - b. Description of current activity and narrative of demonstration of need.
 - c. Update on the expenditure of funding as well as a timeline for expenditure.
 - d. Any additional funds leveraged with CDBG funding.
 - e. Other reports as required by Section 570.507 of Title 24, 2 CFR Part 200, and as otherwise required by HUD and/or the GRANTEE.
- 3. Site Visit. The GRANTEE's CDBG staff will perform periodic site visits to ascertain that approved program is proceeding properly. Site visits will include, but are not limited to, an annual monitoring visit and close out visit at the conclusion of the project.
- 4. Environmental Clearance. The SUBRECIPIENT shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR 570 Subpart K, except that the SUBRECIPIENT does not assume the GRANTEE's environmental review responsibilities described in 24 CFR Part 570.604; and for initiating the review process under provisions of 24 CFR Part 52. All activities must have prior review to ensure environmental conformance through a site-specific review, i.e.: floodplain clearance, airport hazards Asbestos, Americans with Disabilities Act, etc. No grant funds may be disbursed for the project until environmental clearance has been received.

5. Time of Performance. The agreement will remain in effect for twelve (12) months from the date of execution.
6. Ineligible Expenses. General maintenance costs are ineligible CDBG expenses, i.e. mowing, replacement of expended light bulbs, and similar expenses which are necessary for the operation of the facility.
7. Duplication of Benefits. CDBG-CV funds through the CARES Act requires adequate procedures are in place to prevent any duplication of benefits as required by section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018. SUBRECIPIENT will implement the GRANTEE's Duplication of Benefits policy and maintain adequate documentation of proper assessment of each applicant and whether the use of CDBG-CV funds will duplicate financial assistance that is already received or is likely to be received by acting reasonable to evaluate need and the resources available to meet that need.

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed \$8,904.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200.302.
2. Records and Reporting. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:
 - a. Records providing a full description of each activity undertaken, including compliance with standards for public services in 24 CFR 570.201(e);
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
 - c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR 570.502 and 24 CFR 570.84.21-58; and
 - g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
3. DUNS Number. The SUBRECIPIENT must maintain a Subrecipient Unique Entity Identifier, or DUNS number, through the completion of the agreement. The GRANTEE must be able to verify the SUBRECIPIENT's registered DUNS number with SAM.gov prior to any grant funding being disbursed.
4. Quarterly Reporting. The SUBRECIPIENT shall provide the GRANTEE with quarterly activity reports through the completion of the funded activity. All activity reports are due to the CDBG Office of the GRANTEE on or before the last day of the month ending the quarter. The CDBG Fiscal Year will be October 1st to September 30th.
 - a. Quarters will be:
 - i. 1st Quarter: October – December,
 - ii. 2nd Quarter: January – March,
 - iii. 3rd Quarter: April – June, and
 - iv. 4th Quarter: July – September.

- b. Quarterly Reporting will include, but not be limited to: (1) Amount of funds received, (2) Amount of funds obligated/expended by activity, (3) Description of all activities, and (4) Description of any subcontracts or subgrants.
5. Record Retention. The SUBRECIPIENT shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this agreement for at least five (5) years from the date of submission of the final activity report or until all audit findings have been resolved, whichever is later. The SUBRECIPIENT shall, as often as deemed necessary by the GRANTEE, permit authorized representatives of the GRANTEE and HUD to have full access to and the right to fully examine all such material.
6. Beneficiary Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided under the National Objective per 24 CFR 570.208. Such data shall include, but not be limited to client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to GRANTEE monitors or their designee for review upon request.
7. Disclosure. The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the activity with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent/guardian.
8. Purchasing Procedures.
 - a. For the purchase of supplies or contractual services, the SUBRECIPIENT will adhere to the following procedures:
 - i. \$0.00 to \$1,000.00 – Best Effort Pricing: Employee shall endeavor to obtain the best price for the item(s) through research or consultation with the Purchasing Agent.
 - ii. \$1,000.00-\$9,999.99 - Telephone Quotes: All purchases of supplies, equipment or contractual services in an amount of \$1,000 but under \$10,000.
 - iii. \$10,000.00-\$29,999.99 - Informal Bidding: Not published but competitive and documented for all purchases of supplies, equipment or contractual services in an amount \$10,000 but under \$30,000.
 - iv. \$30,000.00 or more - Formal Bidding (sealed bids): Published for all purchases of supplies, equipment or contractual services in an amount of \$30,000 or more.
 - b. The SUBRECIPIENT will submit the bids/quotes to the GRANTEE CDBG Office. Upon approval by the GRANTEE CDBG Office, a Notice to Proceed will be issued.
9. Contracting.
 - a. The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the GRANTEE; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GRANTEE. All terms and conditions of this agreement shall apply to any approved subcontract or assignment related to the agreement.

b. Subcontracts

- i. Approvals. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GRANTEE prior to the execution of such agreement.
- ii. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written quarterly reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- iii. Content. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- iv. Selection Process. The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. All subcontracts must have a DUNS number indicating eligibility to work on federal projects and be registered in the System for Award Management (www.sam.gov). Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process.

10. Request for Payment.

- a. Request for funds may be made by the SUBRECIPIENT upon satisfactory completion of project requirements as specified in the agreement. The SUBRECIPIENT must submit a cover sheet or invoice requesting reimbursement for allowable expenses signed by the Authorized Representative, a copy of the original invoice, and any additional requested documentation. The GRANTEE will reimburse the SUBRECIPIENT directly. The request will be reviewed for payment by the GRANTEE and submitted for approval by the City Council during meetings on the 1st and 3rd Tuesdays of each month. The GRANTEE will not be responsible for any late fees incurred and will not reimburse the agency for any late fees paid. There is no guarantee that funds will be reimbursed within a month's time. The payments are made only from monies available to the GRANTEE through the CDBG program and are subject to the availability of such funds.
- b. The SUBRECIPIENT's right to incur expenses under this Agreement shall cease upon expiration of Agreement. All requests for reimbursement on expenditures made prior to expiration of Agreement must be requested within thirty (30) days after expiration. Unless expressly authorized by the GRANTEE in writing, expenditures not requested within the thirty (30) day period after expiration of Agreement shall be disallowed and all funds shall be reclaimed by the GRANTEE.

11. Program Income. In accordance with 24 CFR 570.504(c), any program income as defined in 24 CFR 570.500, generated by activities carried out with CDBG funds made available under this agreement shall be reported quarterly to the GRANTEE by the SUBRECIPIENT. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR 200.307.

12. Timeliness. Funding allocated as part of this agreement must be expended within 12 months from the date of the agreement. The agreement may be eligible for one extension for one additional year.

- a. Agreement Extension Request. To be eligible for an agreement extension, the SUBRECIPIENT

must provide a written request with narrative explaining the reason for the delay in project completion, an updated timeline for project completion, and any additional information as requested by the GRANTEE. The GRANTEE CDBG staff will review the request and prepare the request for City Council consideration. The GRANTEE CDBG staff reserves the right to reallocate any unexpended funds upon expiration of the agreement.

13. Close-outs.

- a. The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advance, program income balances, an accounts receivable to the GRANTEE), and determining the custodianship of records. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including program income.
- b. CDBG-CV grants will be closed out in accordance with requirements outlined in 2 CFR 200.343.
- c. Upon expiration or termination of the Agreement, the SUBRECIPIENT will provide final versions of all financial performance, and other reports that were a condition of the funding agreement, including, but not limited to:
 - i. A final performance report,
 - ii. A final request for payment, and
 - iii. A final inventory of property in the SUBRECIPIENT's possession that was acquired or improved with CDBG funds.

C. General Compliance.

1. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except the (1) the SUBRECIPIENT does not assume the GRANTEE's environmental responsibilities described in 2 CFR 570.604 and (2) the SUBRECIPIENT does not assume the GRANTEE's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.
2. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.
3. Hold Harmless. The SUBRECIPIENT, to the extent permitted by law, shall hold harmless, defend and indemnify, the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.

4. Workers' Compensation. The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this agreement.
5. Insurance. The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage and comply with insurance requirement of 2 CFR 200.310. The SUBRECIPIENT is required to list the GRANTEE as additional insured with waiver of subrogation. The GRANTEE requires contracting insurance of \$1,000,00 limit for General Liability with a \$2,000,000.00 aggregate. The GRANTEE also requires the SUBRECIPIENT to carry workers compensation with a waiver of subrogation and a \$5,000,000.00 umbrella policy. The GRANTEE will review insurance requirements on a case by case basis if this a burden or not applicable under specific agreements.
6. Grantor Recognition. The SUBRECIPIENT shall insure recognition of the role of the GRANTEE in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as funded with CDBG funds from the GRANTEE. In addition, the SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this agreement.
7. Amendments. The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

The GRANTEE may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both the GRANTEE and SUBRECIPIENT.

8. Suspension or Termination. Either party may terminate this agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Section A above may only be undertaken with the prior approval of the GRANTEE. In the event of any termination for convenience and at any time, at the GRANTEE's option, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the SUBRECIPIENT under this Agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

The GRANTEE may also suspend or terminate this Agreement, in whole or in part without notice, if the SUBRECIPIENT materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the GRANTEE may declare the SUBRECIPIENT ineligible for any further participation in the GRANTEE's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the SUBRECIPIENT is in noncompliance with any applicable rules or regulations, the GRANTEE may withhold up to fifteen (15) percent of said agreement funds due to be paid for past work until such time as the SUBRECIPIENT is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

9. Eligibility Restrictions for Certain Resident Aliens. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.613 with respect to the eligibility restrictions for certain resident aliens. Certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in this part of the regulation. The Grantee shall provide the City with any guidelines necessary for compliance with that portion of the regulation.
10. Architectural Barriers Act and Americans with Disabilities Act. The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that ensure accessibility to, and use by, physically handicapped people. The SUBRECIPIENT also agrees to comply with federal regulations issued pursuant to compliance with the Americans with Disabilities Act which provide comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

D. Other Program Requirements.

1. Civil Rights

- a. Compliance. The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
- b. Nondiscrimination. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
- c. Land Covenants. This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the GRANTEE and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

- d. Section 504. The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

2. Affirmative Action

- a. Plan. The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- b. Women and Minority Owned Business Enterprises (W/MBE). The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises Title 49 Code of Federal Regulations Part 23, the maximum practicable opportunity to participate in the performance of this agreement. As used in this agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish- speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- c. Access to Records. The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. EEO/AA Statement. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
- f. Subcontracting Provisions. The SUBRECIPIENT will include the provisions of Section D Paragraph 1, Civil Rights, and 2, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

3. Employment Restrictions

- a. Prohibited Activity. The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities; lobbying, political patronage, and nepotism activities.

- b. Labor Standards. The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the GRANTEE for review upon request.

The SUBRECIPIENT agrees that all contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this agreement, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

c. "Section 3" Clause

- i. Compliance. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this agreement, shall be a condition of the Federal financial assistance provided under this agreement and binding upon the Grantee, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low-and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG funded

project is located; where feasible , priority should be given to low- and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low -income residents within the service area or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

- ii. Notifications. The SUBRECIPIENT agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- iii. Subcontracts. The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Conduct.

- a. Assignability. The SUBRECIPIENT shall not assign or transfer any interest in this contract without the prior written consent of the GRANTEE. Notice of any such assignments or transfer shall be furnished promptly to the GRANTEE.
- b. Subcontracts. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this agreement without the written consent of the GRANTEE prior to the execution of such agreement.
 - i. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.
 - ii. Content. The SUBRECIPIENT shall cause all the provisions of this agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

- iii. Selection Process. The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.
- c. Hatch Act. The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.
- d. Conflict of Interest. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.
- e. Lobbying. The SUBRECIPIENT hereby certifies that:
 - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
 - iii. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
 - iv. Lobby Certification.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- f. Copyright. If this agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

- g. Religious Organization. The SUBRECIPIENT agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).
5. Relocation and One-For-One Housing Replacement. The displacement of any person as a direct result of rehabilitation for a CDBG-assisted project must comply with 24 CFR 570.606 and 49 CFR Part 24. The SUBRECIPIENT will conduct the CDBG activities so as to minimize displacement, and if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act.

E. Uniform Administrative Requirements.

1. The SUBRECIPIENT shall comply with the administrative regulations, including, but not limited to, 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" Final Guidance applicable to HUD Federal Award Recipients. Requirements and standards under 2 CFR 200 which supersedes, consolidates, and streamlines requirements from eight OMB Circulars, including:
 - a. A-21, Cost Principles for Educational Institutions,
 - b. A-87, Cost Principles for State, Local, and Indian Tribal Governments,
 - c. A-89, Catalog of Federal Domestic Assistance,
 - d. A-102, Grants and Cooperative Agreements with State and Local Governments,
 - e. A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations,
 - f. A-122, Cost Principles for Non-Profit Organizations,
 - g. A-133, Audits of States, Local Governments, and Non-Profit Organizations, and
 - h. The guidance in OMB Circular A-50, Audit Follow Up, on Single Audit Act follow-up.
2. Cost Principles – The SUBRECIPIENTS shall comply with the requirements under 2 CFR 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
3. Audits – The SUBRECIPIENT is required to comply with 2 CFR 200, Subpart F, as applicable, which supersedes OMB Circular A-133 "Audits of Institutions of State, Local Government, and Nonprofit Institutions". If the SUBRECIPIENT spends \$750,000 or more a fiscal year in Federal awards, the SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with the OMB Super Circular.

F. Insurance Requirements.

1. Insurance and Bonding. The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage, and at a minimum shall purchase a blanket fidelity bond covering all clients benefiting from the CDBG funded activity in an amount equal to cash advances from the GRANTEE.

G. Agreement Modifications.

1. In the event the parties fail to agree on changes or interpretations of this agreement, the decision of the GRANTEE shall prevail. In the event of any disagreement between the SUBRECIPIENT and the GRANTEE relating to the funded activity and materials purchased and its conformity to the requirements of this agreement, the decision of the GRANTEE shall prevail.
2. This agreement is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the GRANTEE.
3. Except as otherwise provided in this agreement, the rehabilitation activities to be completed and the total grant award may be modified only by written agreement of the authorized representatives of the parties to this agreement.

H. Reversion of Assets.

1. Any CDBG funds on hand at the time the agreement expires, including accounts receivable, shall be returned. The SUBRECIPIENT assures that any real property acquired or improved with CDBG funds in excess of \$25,000 meets the requirements specified in 24 CFR 570.503(b)(7). The SUBRECIPIENT will not have control of CDBG funds, nor will any property be purchased in excess of \$25,000.

I. Suspension or Termination of Agreement.

1. In accordance with 24 CFR 85.43, the GRANTEE may suspend or terminate this agreement should the SUBRECIPIENT violate any terms or conditions thereof.
2. This agreement may be terminated or suspended in whole or in part at any time by the GRANTEE for cause. The GRANTEE may refuse to disburse additional funds or require return of all or part of funds already disbursed. The decision of the GRANTEE shall prevail. Grounds constituting cause include but are not limited to:
 - (a) Failure by the SUBRECIPIENT to comply with the provisions of this agreement or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this agreement.
 - (b) Purposes for the funds have not been or will not be fulfilled, or would be illegal to carry out.
 - (c) The SUBRECIPIENT has submitted incorrect or incomplete documentation pertaining to this agreement.
3. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.
4. In the event of termination or suspension, all materials/equipment purchased through the agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall

be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action. The option of the GRANTEE constitutes a security interest in any materials/equipment purchased or property improved by expenditure of the funds for as long as such materials/equipment or improvements have any value unless the GRANTEE declines its option or releases its security interest. Recording of this agreement shall be effective as a financing statement noticing the security interest of the GRANTEE as created herein. In addition, the GRANTEE shall have a lien against the improved real estate to the extent of expenditures of these funds and to secure repayment of such funds in the event of cessation of operations, sale, transfer of the property in any manner whatsoever, voluntary or involuntary receivership, or application for bankruptcy by the SUBRECIPIENT.

J. Notices.

1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.

- a. To GRANTEE: City Administrator
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

- b. To SUBRECIPIENT: President, Board of Directors
Bellevue Public School Foundation
2820 Arboretum Drive, Suite 603
Bellevue, NE 68005

- c. Copy to: Finance Director
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Rusty Hike, Mayor
City of Bellevue, Nebraska



Steffi Swanson, President
Bellevue Public School Foundation

Rich Severson, Finance Director
City of Bellevue, Nebraska



Jon Costello, Executive Director
Bellevue Public School Foundation

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 6 day of April, 2021, by Steffi Swanson, President, Bellevue Public School Foundation, on behalf of the organization.

My Commission Expires:

March 3, 2025





NOTARY PUBLIC

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16b.
4/20/2021

COUNCIL MEETING DATE: 04/20/2021		SUBMITTED BY: CDBG	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approve the CDBG-CV Round 3 Subrecipient Agreement with All Communities Outreach Services for the COVID-19 Companionship and Outreach Assistance in an amount not to exceed \$29,907.00

SYNOPSIS/BACKGROUND:

As part of the CDBG Coronavirus (CDBG-CV) Round 3 funding plan approved by City Council on February 11, 2021, All Communities Outreach Services was approved for funding in the amount not to exceed \$29,907.00. The grant funds will provide assistance to expand outreach to counter the psychological effects of self-isolation for elderly residents. The subrecipient agreement includes the scope of service and all city and federal requirements for the use of CDBG funding.

FISCAL IMPACT: \$29,907 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: YES 100% HUD

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: All Communities	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: CDBG-CV Round 3 Subrecipient Agreement		
CONTRACT EFFECTIVE DATE: 04/20/2021	CONTRACT TERM: 1 year	CONTRACT END DATE: 04/19/2022
PROJECT NAME: All Communities COVID-19 Companionship and Outreach Assistance		
START DATE: 04/20/2021	END DATE: 04/19/2022	PAYMENT DATE: <input type="text"/> INSURANCE REQUIRED: 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: CDBG-COVID-7	ACCOUNT NUMBER: 60/1903/192014/450	

RECOMMENDATION:

Approve and authorize Mayor to sign the CDBG-CV Round 3 subrecipient agreement with the All Communities Outreach Services.

ATTACHMENTS:

- | | | |
|--------------------------------------|-------------------------|-------------------------|
| 1. CDBG-CV R3 Subrecipient 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:



**AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
ALL COMMUNITIES OUTREACH SERVICES
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS FUNDS
B-19-MW-31-0003**

THIS SUBRECIPIENT AGREEMENT FOR CDBG CORONAVIRUS (CDBG-CV) FUNDING entered into this _____ day of _____, 2021, by and between the subrecipient ALL COMMUNITIES OUTREACH SERVICES hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG-CV program, hereinafter referred to as the GRANTEE.

WHEREAS, the GRANTEE has received funds for the prevention, preparation for, and response to the coronavirus under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Public Law 116-136 and under the 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 wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant Coronavirus (CDBG-CV) funds from the B-19-MW-31-0003 HUD contract in the amount of \$29,907.00 for the the COVID-19 Companionship and Outreach Assistance project; and

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

A. SCOPE OF SERVICE.

1. Activities. The SUBRECIPIENT agrees to provide the GRANTEE eligible services, activities, and/or programs in accordance with the Community Development Block Grant regulations set forth in 24 CFR Part 570 as amended; Federal Register Docket No. FR-6218-N-01 Notice of Program Rules, Waivers, and Alternative Requirements under the CARES Act for Community Development Block Grant Program Coronavirus Response Grant, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Grants; and the GRANTEE's CDBG program as described in the City of Bellevue's 2019-2023 Consolidated Plan. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed \$29,907.00 from the B-19-MW-31-0003 funding allocation to the SUBRECIPIENT for the purpose of expand the outreach program to counter the psychological effects of self-isolation for elderly residents which is eligible under 24 CFR 570.201(E) Public Service. Such program will include the following activities eligible under the CDBG program:
 - a. Program Delivery. To provide for the expansion of the outreach program for elderly residents to add additional staff hours, transportation cost assistance, and supplies for the program as outlined in the application budget. The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
 - i. Develop program metrics to document program performance in meeting CDBG National Objective goals and income benefit goals outlined in A.1.b-c.
 - ii. Maintain program records documenting participation eligibility including race and ethnic data, household income and other characteristics including verification of residency within city limits and access to services for household benefiting from service provided to meet National Objective requirements and income benefit goals.

- iii. Maintain proper documentation to ensure all cost incurred are eligible and demonstrate a tie back to the prevention, preparation for, and response to the coronavirus.
 - iv. Verify there is no duplication of benefit assistance for persons through CDBG-CV funding and provide documentation through the Duplication of Benefit Worksheet.
 - b. Income Benefit Goals. It is anticipated that the program will assistance to 150 elderly persons from low- and moderate-income households residing within Bellevue city limits.
 - c. National Objective. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The SUBRECIPIENT certifies that the activity carried out under this agreement will meet the National Objective benefit low- and moderate-income limited clientele benefit by benefiting low- and moderate-income persons.
 - i. Income Definition. For the purposes of determining whether a person or household is low- and moderate-income, the SUBRECIPIENT will utilize the income definition under 24 CFR 570.3 Income (1)(iii) Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 for individual Federal annual income tax purposes.
- 2. Performance Monitoring. The SUBRECIPIENT at such times and in such forms as the GRANTEE may require, shall furnish performance reports pertaining to the activities undertaken pursuant to this Agreement to meet the CDBG National Objective and demonstrate a tie back to the prevention of, preparation for, and response to coronavirus. Such reports shall include, but not be limited to:
 - a. Statistical information including the number of persons, race, income, and head of household of the household benefiting; and the number of persons that will be provided with new or improved access to services and/or facilities.
 - b. Description of current activity and narrative of demonstration of need.
 - c. Update on the expenditure of funding as well as a timeline for expenditure.
 - d. Any additional funds leveraged with CDBG funding.
 - e. Other reports as required by Section 570.507 of Title 24, 2 CFR Part 200, and as otherwise required by HUD and/or the GRANTEE.
- 3. Site Visit. The GRANTEE's CDBG staff will perform periodic site visits to ascertain that approved program is proceeding properly. Site visits will include, but are not limited to, an annual monitoring visit and close out visit at the conclusion of the project.
- 4. Environmental Clearance. The SUBRECIPIENT shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR 570 Subpart K, except that the SUBRECIPIENT does not assume the GRANTEE's environmental review responsibilities described in 24 CFR Part 570.604; and for initiating the review process under provisions of 24 CFR Part 52. All activities must have prior review to ensure environmental conformance through a site-specific review, i.e.: floodplain clearance, airport hazards Asbestos, Americans with Disabilities Act, etc. No grant funds may be disbursed for the project until environmental clearance has been received.
- 5. Time of Performance. The agreement will remain in effect for twelve (12) months from the date of execution.
- 6. Ineligible Expenses. General maintenance costs are ineligible CDBG expenses, i.e. mowing, replacement of expended light bulbs, and similar expenses which are necessary for the operation of the facility.

7. Duplication of Benefits. CDBG-CV funds through the CARES Act requires adequate procedures are in place to prevent any duplication of benefits as required by section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018. SUBRECIPIENT will implement the GRANTEE's Duplication of Benefits policy and maintain adequate documentation of proper assessment of each applicant and whether the use of CDBG-CV funds will duplicate financial assistance that is already received or is likely to be received by acting reasonable to evaluate need and the resources available to meet that need.

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed \$ 29,907.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200.302.
2. Records and Reporting. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:
 - a. Records providing a full description of each activity undertaken, including compliance with standards for public services in 24 CFR 570.201(e);
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
 - c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR 570.502 and 24 CFR 570.84.21-58; and
 - g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
3. DUNS Number. The SUBRECIPIENT must maintain a Subrecipient Unique Entity Identifier, or DUNS number, through the completion of the agreement. The GRANTEE must be able to verify the SUBRECIPIENT's registered DUNS number with SAM.gov prior to any grant funding being disbursed.
4. Quarterly Reporting. The SUBRECIPIENT shall provide the GRANTEE with quarterly activity reports through the completion of the funded activity. All activity reports are due to the CDBG Office of the GRANTEE on or before the last day of the month ending the quarter. The CDBG Fiscal Year will be October 1st to September 30th.
 - a. Quarters will be:
 - i. 1st Quarter: October – December, --
 - ii. 2nd Quarter: January – March,
 - iii. 3rd Quarter: April – June, and
 - iv. 4th Quarter: July – September.
 - b. Quarterly Reporting will include, but not be limited to: (1) Amount of funds received, (2) Amount of funds obligated/expended by activity, (3) Description of all activities, and (4) Description of any subcontracts or subgrants.
5. Record Retention. The SUBRECIPIENT shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this agreement for at least five (5) years from the date of submission of the final activity report or until all audit findings have been resolved,

whichever is later. The SUBRECIPIENT shall, as often as deemed necessary by the GRANTEE, permit authorized representatives of the GRANTEE and HUD to have full access to and the right to fully examine all such material.

6. Beneficiary Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided under the National Objective per 24 CFR 570.208. Such data shall include, but not be limited to client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to GRANTEE monitors or their designee for review upon request.

7. Disclosure. The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the activity with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent/guardian.

8. Purchasing Procedures.

a. For the purchase of supplies or contractual services, the SUBRECIPIENT will adhere to the following procedures:

- i. \$0.00 to \$1,000.00 – Best Effort Pricing: Employee shall endeavor to obtain the best price for the item(s) through research or consultation with the Purchasing Agent.
- ii. \$1,000.00-\$9,999.99 - Telephone Quotes: All purchases of supplies, equipment or contractual services in an amount of \$1,000 but under \$10,000.
- iii. \$10,000.00-\$29,999.99 - Informal Bidding: Not published but competitive and documented for all purchases of supplies, equipment or contractual services in an amount \$10,000 but under \$30,000.
- iv. \$30,000.00 or more - Formal Bidding (sealed bids): Published for all purchases of supplies, equipment or contractual services in an amount of \$30,000 or more.

b. The SUBRECIPIENT will submit the bids/quotes to the GRANTEE CDBG Office. Upon approval by the GRANTEE CDBG Office, a Notice to Proceed will be issued.

9. Contracting.

a. The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the GRANTEE; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GRANTEE. All terms and conditions of this agreement shall apply to any approved subcontract or assignment related to the agreement.

b. Subcontracts

- i. Approvals. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GRANTEE prior to the execution of such agreement.

- ii. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written quarterly reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- iii. Content. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- iv. Selection Process. The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. All subcontracts must have a DUNS number indicating eligibility to work on federal projects and be registered in the System for Award Management (www.sam.gov). Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process.

10. Request for Payment.

- a. Request for funds may be made by the SUBRECIPIENT upon satisfactory completion of project requirements as specified in the agreement. The SUBRECIPIENT must submit a cover sheet or invoice requesting reimbursement for allowable expenses signed by the Authorized Representative, a copy of the original invoice, and any additional requested documentation. The GRANTEE will reimburse the SUBRECIPIENT directly. The request will be reviewed for payment by the GRANTEE and submitted for approval by the City Council during meetings on the 1st and 3rd Tuesdays of each month. The GRANTEE will not be responsible for any late fees incurred and will not reimburse the agency for any late fees paid. There is no guarantee that funds will be reimbursed within a month's time. The payments are made only from monies available to the GRANTEE through the CDBG program and are subject to the availability of such funds.
- b. The SUBRECIPIENT's right to incur expenses under this Agreement shall cease upon expiration of Agreement. All requests for reimbursement on expenditures made prior to expiration of Agreement must be requested within thirty (30) days after expiration. Unless expressly authorized by the GRANTEE in writing, expenditures not requested within the thirty (30) day period after expiration of Agreement shall be disallowed and all funds shall be reclaimed by the GRANTEE.

11. Program Income. In accordance with 24 CFR 570.504(c), any program income as defined in 24 CFR 570.500, generated by activities carried out with CDBG funds made available under this agreement shall be reported quarterly to the GRANTEE by the SUBRECIPIENT. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR 200.307.

12. Timeliness. Funding allocated as part of this agreement must be expended within 12 months from the date of the agreement. The agreement may be eligible for one extension for one additional year.

- a. Agreement Extension Request. To be eligible for an agreement extension, the SUBRECIPIENT must provide a written request with narrative explaining the reason for the delay in project completion, an updated timeline for project completion, and any additional information as requested by the GRANTEE. The GRANTEE CDBG staff will review the request and prepare the request for City Council consideration. The GRANTEE CDBG staff reserves the right to reallocate any unexpended funds upon expiration of the agreement.

13. Close-outs.

- a. The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advance, program income balances, an accounts receivable to the GRANTEE), and determining the custodianship of records. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including program income.
- b. CDBG-CV grants will be closed out in accordance with requirements outlined in 2 CFR 200.343.
- c. Upon expiration or termination of the Agreement, the SUBRECIPIENT will provide final versions of all financial performance, and other reports that were a condition of the funding agreement, including, but not limited to:
 - i. A final performance report,
 - ii. A final request for payment, and
 - iii. A final inventory of property in the SUBRECIPIENT's possession that was acquired or improved with CDBG funds.

C. General Compliance.

1. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except the (1) the SUBRECIPIENT does not assume the GRANTEE's environmental responsibilities described in 2 CFR 570.604 and (2) the SUBRECIPIENT does not assume the GRANTEE's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.
2. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.
3. Hold Harmless. The SUBRECIPIENT, to the extent permitted by law, shall hold harmless, defend and indemnify, the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.
4. Workers' Compensation. The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this agreement.
5. Insurance. The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage and comply with insurance requirement of

2 CFR 200.310, The SUBRECIPIENT is required to list the GRANTEE as additional insured with waiver of subrogation. The GRANTEE requires contracting insurance of \$1,000,00 limit for General Liability with a \$2,000,000.00 aggregate. The GRANTEE also requires the SUBRECIPIENT to carry workers compensation with a waiver of subrogation and a \$5,000,000.00 umbrella policy. The GRANTEE will review insurance requirements on a case by case basis if this a burden or not applicable under specific agreements.

6. Grantor Recognition. The SUBRECIPIENT shall insure recognition of the role of the GRANTEE in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as funded with CDBG funds from the GRANTEE. In addition, the SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this agreement.
7. Amendments. The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

The GRANTEE may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both the GRANTEE and SUBRECIPIENT.

8. Suspension or Termination. Either party may terminate this agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Section A above may only be undertaken with the prior approval of the GRANTEE. In the event of any termination for convenience and at any time, at the GRANTEE's option, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the SUBRECIPIENT under this Agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

The GRANTEE may also suspend or terminate this Agreement, in whole or in part without notice, if the SUBRECIPIENT materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the GRANTEE may declare the SUBRECIPIENT ineligible for any further participation in the GRANTEE's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the SUBRECIPIENT is in noncompliance with any applicable rules or regulations, the GRANTEE may withhold up to fifteen (15) percent of said agreement funds due to be paid for past work until such time as the SUBRECIPIENT is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

9. Eligibility Restrictions for Certain Resident Aliens. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.613 with respect to the eligibility restrictions for certain resident aliens. Certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in this part of the regulation. The Grantee shall provide the City with any guidelines necessary for compliance with that portion of the regulation.

10. Architectural Barriers Act and Americans with Disabilities Act. The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that ensure accessibility to, and use by, physically handicapped people. The SUBRECIPIENT also agrees to comply with federal regulations issued pursuant to compliance with the Americans with Disabilities Act which provide comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

D. Other Program Requirements.

1. Civil Rights

- a. Compliance. The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
- b. Nondiscrimination. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
- c. Land Covenants. This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the GRANTEE and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
- d. Section 504. The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

2. Affirmative Action

- a. Plan. The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- b. Women and Minority Owned Business Enterprises (W/MBE). The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises Title 49 Code of Federal Regulations Part 23, the maximum practicable opportunity to participate in the performance of this agreement. As used in this agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish- speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- c. Access to Records. The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. EEO/AA Statement. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
- f. Subcontracting Provisions. The SUBRECIPIENT will include the provisions of Section D Paragraph 1, Civil Rights, and 2, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

3. Employment Restrictions

- a. Prohibited Activity. The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities; lobbying, political patronage, and nepotism activities.
- b. Labor Standards. The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the GRANTEE for review upon request.

The SUBRECIPIENT agrees that all contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this agreement, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

c. "Section 3" Clause

- i. Compliance. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this agreement, shall be a condition of the Federal financial assistance provided under this agreement and binding upon the Grantee, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low-and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible , priority should be given to low- and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG-funded

project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low -income residents within the service area or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

- ii. **Notifications.** The SUBRECIPIENT agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- iii. **Subcontracts.** The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Conduct.

- a. **Assignability.** The SUBRECIPIENT shall not assign or transfer any interest in this contract without the prior written consent of the GRANTEE. Notice of any such assignments or transfer shall be furnished promptly to the GRANTEE.
- b. **Subcontracts.** The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this agreement without the written consent of the GRANTEE prior to the execution of such agreement.
 - i. **Monitoring.** The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.
 - ii. **Content.** The SUBRECIPIENT shall cause all the provisions of this agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - iii. **Selection Process.** The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.
- c. **Hatch Act.** The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

- d. Conflict of Interest. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.
- e. Lobbying. The SUBRECIPIENT hereby certifies that:
- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
 - iii. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
 - iv. Lobby Certification.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- f. Copyright. If this agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.
- g. Religious Organization. The SUBRECIPIENT agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).
5. Relocation and One-For-One Housing Replacement. The displacement of any person as a direct result of rehabilitation for a CDBG-assisted project must comply with 24 CFR 570.606 and 49 CFR Part 24. The SUBRECIPIENT will conduct the CDBG activities so as to minimize displacement, and if displacement

occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act.

E. Uniform Administrative Requirements.

1. The SUBRECIPIENT shall comply with the administrative regulations, including, but not limited to, 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” Final Guidance applicable to HUD Federal Award Recipients. Requirements and standards under 2 CFR 200 which supersedes, consolidates, and streamlines requirements from eight OMB Circulars, including:
 - a. A-21, Cost Principles for Educational Institutions,
 - b. A-87, Cost Principles for State, Local, and Indian Tribal Governments,
 - c. A-89, Catalog of Federal Domestic Assistance,
 - d. A-102, Grants and Cooperative Agreements with State and Local Governments,
 - e. A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations,
 - f. A-122, Cost Principles for Non-Profit Organizations,
 - g. A-133, Audits of States, Local Governments, and Non-Profit Organizations, and
 - h. The guidance in OMB Circular A-50, Audit Follow Up, on Single Audit Act follow-up.
2. **Cost Principles** – The SUBRECIPIENTS shall comply with the requirements under 2 CFR 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
3. **Audits** – The SUBRECIPIENT is required to comply with 2 CFR 200, Subpart F, as applicable, which supersedes OMB Circular A-133 “Audits of Institutions of State, Local Government, and Nonprofit Institutions”. If the SUBRECIPIENT spends \$750,000 or more a fiscal year in Federal awards, the SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with the OMB Super Circular.

F. Insurance Requirements.

1. **Insurance and Bonding.** The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage, and at a minimum shall purchase a blanket fidelity bond covering all clients benefiting from the CDBG funded activity in an amount equal to cash advances from the GRANTEE.

G. Agreement Modifications.

1. In the event the parties fail to agree on changes or interpretations of this agreement, the decision of the GRANTEE shall prevail. In the event of any disagreement between the SUBRECIPIENT and the GRANTEE relating to the funded activity and materials purchased and its conformity to the requirements of this agreement, the decision of the GRANTEE shall prevail.
2. This agreement is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the GRANTEE.

3. Except as otherwise provided in this agreement, the rehabilitation activities to be completed and the total grant award may be modified only by written agreement of the authorized representatives of the parties to this agreement.

H. Reversion of Assets.

1. Any CDBG funds on hand at the time the agreement expires, including accounts receivable, shall be returned. The SUBRECIPIENT assures that any real property acquired or improved with CDBG funds in excess of \$25,000 meets the requirements specified in 24 CFR 570.503(b)(7). The SUBRECIPIENT will not have control of CDBG funds, nor will any property be purchased in excess of \$25,000.

I. Suspension or Termination of Agreement.

1. In accordance with 24 CFR 85.43, the GRANTEE may suspend or terminate this agreement should the SUBRECIPIENT violate any terms or conditions thereof.
2. This agreement may be terminated or suspended in whole or in part at any time by the GRANTEE for cause. The GRANTEE may refuse to disburse additional funds or require return of all or part of funds already disbursed. The decision of the GRANTEE shall prevail. Grounds constituting cause include but are not limited to:
 - (a) Failure by the SUBRECIPIENT to comply with the provisions of this agreement or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this agreement.
 - (b) Purposes for the funds have not been or will not be fulfilled, or would be illegal to carry out.
 - (c) The SUBRECIPIENT has submitted incorrect or incomplete documentation pertaining to this agreement.
3. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.
4. In the event of termination or suspension, all materials/equipment purchased through the agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action. The option of the GRANTEE constitutes a security interest in any materials/equipment purchased or property improved by expenditure of the funds for as long as such materials/equipment or improvements have any value unless the GRANTEE declines its option or releases its security interest. Recording of this agreement shall be effective as a financing statement noticing the security interest of the GRANTEE as created herein. In addition, the GRANTEE shall have a lien against the improved real estate to the extent of expenditures of these funds and to secure repayment of such funds in the event of cessation of operations, sale, transfer of the property in any

manner whatsoever, voluntary or involuntary receivership, or application for bankruptcy by the SUBRECIPIENT.

J. Notices.


1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.

a. To GRANTEE: City Administrator
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

b. To SUBRECIPIENT: President, Board of Directors
All Communities Outreach Services
112 East Mission Avenue
Bellevue, NE 68005


c. Copy to: Finance Director
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Rusty Hike, Mayor
City of Bellevue, Nebraska



Dawn Cornelius, President
All Communities Outreach Services

Rich Severson, Finance Director
City of Bellevue, Nebraska



Angel Lowery, Director of Operations
All Communities Outreach Services

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)

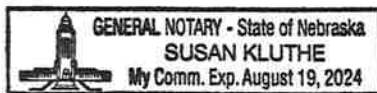
My Commission Expires: _____

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

The above and foregoing instrument was acknowledged before me this 9th day of April, 2021, by Dawn Cornelius, President, All Communities Outreach Services, on behalf of the organization.

My Commission Expires:

8-19-2024





NOTARY PUBLIC

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16c.
4/20/2021

COUNCIL MEETING DATE: 04/20/2021		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 type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

2021 Concrete Pavement Rehab

SYNOPSIS/BACKGROUND:

The City of Bellevue Public Works Department issued a Notice for Bids for the 2021 Concrete Pavement Rehab project. After review of the bids received, the low, responsive, responsible bidder, DIY Holding Company, LLC has been recommended for the project.

FISCAL IMPACT: \$436,499.80 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: DIY Holding Company, LLC INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: 2021 Concrete Pavement Rehab Project

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: 2021 Concrete Pavement Rehab

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

CIP PROJECT NAME: 2021 Concrete Projects CIP PROJECT NUMBER: ST21(2)

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

ACCOUNTING DISTRIBUTION CODE: CIPST21(2) ACCOUNT NUMBER: 7010

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and DIY Holding Company, LLC in the amount of \$396,818.00, plus a 10% contingency of \$39,681.80, for a total project cost of \$436,499.80 for the 2021 Concrete Pavement Rehab project.

ATTACHMENTS:

1. Bid Sheet 2. Contract 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]

CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 20th day of April, 2021 by and between the City of Bellevue Nebraska, a municipal corporation of the first class and a political subdivision of the State of Nebraska ("City"), and DIY Holding Company, LLC ("Contractor"). Whenever used in this Contract, the term "Party" shall mean City or Contractor, individually, and the term "Parties" shall mean the City and Contractor, collectively.

WHEREAS, Contractor submitted a bid proposal ("Proposal") to City in response to the solicitation or invitation to perform certain work for certain project(s), (as the work and project(s) are more particularly identified in Paragraph 2 of this Contract); and

WHEREAS, Contractor was selected to perform such work subject to the terms, conditions and other provisions of this Contract.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Contract/Contract Documents. Whenever used in this Contract, the term "Contract Documents" shall mean and include this Contract, and (i) the published notice inviting or soliciting bids or proposals in connection with the Work or Projects; (ii) City's request or solicitation for bids or proposals together with all addenda, drawings, schedules, exhibits, manuals, materials and documents attached or relevant to or referenced in such request or solicitation, including all Instructions, Plans, Specifications, Provisions, General or Special Conditions; (iii) Contractor's Bid or Proposal, together with all addenda, drawings, schedules, exhibits, materials and documents attached or relevant to or referenced in such Bid or Proposal; (iv) all payment, performance, labor, materials, maintenance or other bonds or Contract security; and (v) all written change orders, modifications or supplementary terms, conditions or instructions from City pursuant to paragraph 14(g) of this Contract. All Contract Documents shall be considered to be an integral part of this Contract whether or not attached to this written Contract; provided that in the event there shall be any conflict between this written Contract and any of the other Contract Documents, the provisions of this written Contract shall prevail.

2. Contractor's Work. Except to the extent expressly undertaken by City pursuant to the Contract Documents, (i) Contractor shall perform all site preparation and security, labor, supervision, direction, testing, and other services or work ("Work") necessary or appropriate for completion of the 2021 CONCRETE PAVEMENT REHAB ("Project") in accordance with the requirements of the Contract Documents; (ii) Contractor shall furnish at its sole cost and expense all bonds, barricades, materials, supplies, equipment, tools, power, water, light, heat, utilities, transportation and all other services, facilities (whether permanent or temporary) and resources required for the Work; (iii) except to the extent otherwise expressly stated in the Contract Documents, Contractor shall be responsible for all means, methods, techniques, sequences and procedures, including coordination of all Work. Whenever used in this Contract, the term "Work" shall include all Corrective Work, unless the context otherwise requires. Contractor shall commence the Work within ten (10) days ("Commencement Date") after

receiving a Written Notice to Proceed from City. Contractor shall notify City in writing of the Commencement Date prior to undertaking any work.

3. Quality of Work. Contractor shall perform all Work in a good and workmanlike manner using qualified personnel and any equipment and materials required by the Contract Documents.

4. Site Inspection. Contractor acknowledges that it has inspected the Project site. Contractor waives any claim for additional time, costs, expenses, compensation or other amounts in connection with any condition (known, apparent, or concealed), which it may encounter at the Project site.

5. Contractor's Warranties. All Work is warranted by Contractor to be of highest quality, to be free from any faults or defects and to conform in all respects with the requirements of the Contract Documents.

6. Time of Essence/Liquidated Damages. Time schedules, limits or requirements specified in the Contract Documents are of the essence to this Contract. All Work shall be completed in accordance with the "Specifications", as attached hereto as Exhibit "A" and incorporated herein by this reference, unless (i) extended by City, in its sole discretion, or (ii) prevented (assuming, in all such events, Contractor's use of its best efforts to timely complete such Work) by the act or neglect of City or by an act of God or for other reasons beyond the control of Contractor, in which event time shall be extended for such reasonable time as City may determine. Whenever any Work shall not be so completed, then as liquidated damages and not as a penalty, Contractor shall pay City, within five (5) days of demand, the sum of Five Hundred and no/100ths Dollars (\$500.00) per day for each and every calendar day that the Work shall remain uncompleted.

7. Contractor's Compensation/Retainage. City shall pay the Contractor in current U.S. funds for the Contractor's performance of the Work. All Work, including any unit cost shall be undertaken at and performed in accordance with Contractor's Bid or Proposal. Subject to additions and deductions as provided in the Contract Documents, the aggregate cost of the Work shall not exceed Three Hundred Ninety-Six Thousand Eight Hundred Eighteen Dollars and Zero Cents (\$396,818.00) ("Contract Sum").

Upon completion of Work at the Project site, Contractor shall submit an invoice requesting payment ("Application for Payment") based upon the amount of Work actually completed at the Project site and Contractor shall set forth in detail the Work performed at the rate specified on Contractor's Bid or Proposal. Unless withheld by city because the Project Site Work does not comply with the Contract Documents or because the Contractor's failure to otherwise comply with the requirements of this contract as they may apply to any of the Work, City shall pay contractor ninety percent (90%) of the invoice within thirty (30) days of its receipt. Final payment constituting the entire unpaid balance of the Contract Sum shall be made by City to Contractor when the Contract has been fully performed and accepted, including Contractor's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment. Prior to final payment, Contractor shall provide evidence that

all employees, subcontractors, material suppliers and other persons or entities have been paid in full for any labor, materials, supplies or equipment used in connection with the Work; such evidence shall consist of receipts, releases, and waivers of liens, claims, security interests, or encumbrances arising out of the Work, to the extent and in such form as may be designated by City. At any time Contractor submits an Application for Payment, it shall constitute a representation by Contractor that all Work is completed as warranted by paragraph 5 of this Contract.

8. Corrective Work. Whenever discovered prior to the expiration of the Warranty Period, Contractor shall promptly correct any Work (“Corrective Work”), which is found to be substandard, defective or otherwise not in accordance with this Contract whether or not such Work or Corrective Work has been completed, installed or constructed. Contractor shall bear all costs and expense of Corrective Work, including all professional, testing, removal or inspection costs.

9. Risk of Loss. Contractor shall bear all risk of loss of or damage to all Work until (i) all Work has been satisfactorily completed and accepted; and (ii) in the case of Corrective Work, until the Corrective Work has been completed to the satisfaction of the City.

10. Contractor’s Indemnity. Contractor shall defend, indemnify and hold City, its agents and employees harmless from and against any claims, damages (including damages for any personal injury, bodily injury, including death, or property damages), losses and expenses, including any reasonable attorney fees, of any person or entity arising or resulting from or out of (i) Contractor’s performance under this Contract; (ii) any breach or default in or any violation or nonperformance of any covenant, term, provision, condition or agreement (“Default”) in this Contract to be kept, observed, satisfied or performed by Contractor; (iii) any alleged act, error, omission or negligence of Contractor, its employees, subcontractors, agents, or any other person acting on behalf of Contractor; (iv) any material misrepresentation by Contractor; or (v) Contractor’s operations in or about any Project site while Contractor is performing Work on such Project site except to the extent such claims result or arise from or out of, solely and proximately, from City’s negligence, unlawful conduct or material breach of this Contract.

11. Termination for Default. In addition to any other remedies at law or in equity, City may terminate this Contract whenever Contractor (i) repeatedly refuses to materially comply with any reasonable requirement of City; (ii) fails to timely make any payment required by this Contract; or (iii) fails or refuses to cure any other Default within seven (7) days from written notice from City specifying such Default. Termination shall be effective immediately upon notice from City; provided, however, City may, without prejudice to any of its other rights or remedies under this Contract or otherwise, correct such Default in which event Contractor shall reimburse City for all costs and expenses incurred in undertaking such cure or to collect such reimbursement from Contractor.

12. Survival of City’s Rights. All indemnity obligations of Contractor under this Contract and the Contractor’s obligations under Paragraphs 5, 8 and 10 of this Contract shall survive the completion of all Work and the expiration or termination of this Contract.

13. Bonds and Insurance. Contractor shall furnish to the Department of Public Works for City at least five days prior to commencing any Work under this Contract a Performance Bond in an amount equal to 100% of the Contract Sum and a 100% Labor and Material Bond and all other Contract security and all policies or certificates of insurance which are required by the Contract Documents.

Contractor will maintain and provide evidence of the following insurance coverages from insurance companies acceptable to the city:

- Commercial General Liability \$1,000,000 per occurrence, \$2,000,000 aggregate, City of Bellevue named as an Additional Insured including completed operations, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Auto Liability - \$500,000 combined single limit.
- Workers Compensation/Employers Liability – Statutory limits \$100,000, \$500,000, \$100,000 limits, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Umbrella Liability - \$2,000,000 minimum limit, City of Bellevue named as Additional Insured.
- Builders Risk/Installation Floater – Limit equal to completed value of project. Coverage must apply to City's and all subcontractors interests in property and project.

14. Miscellaneous.

a. Contractor shall promptly pay all persons or entities that have furnished any services, labor, material, equipment or supplies in connection with any of the Work.

b. Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work.

c. Contractor shall perform all Work in compliance with applicable federal, state and local laws, rules and regulations applicable to such performance. Contractor shall comply at all times with the Fair Employment Practices Act (Nebraska Revised Statutes, Sections 48-1101 *et seq.*). Contractor shall pay the Unemployment Compensation Fund of the State of Nebraska any unemployment contributions and interest due under provisions of the Nebraska Revised Statutes (Sections 48-601 *et seq.*).

d. Contractor shall provide City or its representatives access to all Work (including Work in progress) for inspection or other appropriate purposes during all reasonable times. Contractor shall uncover any Work which has not been inspected at its sole cost and expense unless due to the neglect of City.

e. Contractor shall keep the Project site(s) free from accumulation of rubbish, debris and hazards. Upon completion of Work at each Project site, Contractor shall remove all surplus materials, all tools, equipment, machinery, waste, rubbish and other items not constituting a part of the completed Work.

f. Contractor shall be responsible for all acts, errors, omissions or neglect of Contractor's agents and employees, including Contractor's subcontractors and its agents or employees.

g. City shall have the right to make minor changes in the Work, including Drawings, Plans, and Specifications, at no additional compensation or consideration to Contractor by notice in writing to Contractor. All other changes in Work shall be by written Change Order executed by the Project representative of each Party. City and Contractor each represents that its Project representative is authorized to execute such Change Order and shall be bound by the same; provided, however, that prior approval of the Bellevue City Council shall be required for (i) any Change Order resulting in an adjustment to the Contractor's compensation of more than \$10,000, or (ii) any Change Order or series of Change Orders which in the aggregate increase Contractor's compensation by ten percent (10%) or more of the original compensation.

h. Neither (i) City's payment of any invoice, nor (ii) the presence of City or its representatives on any Project site, nor (iii) the inspection or approval of any Work shall constitute acceptance of such Work as compliant or otherwise being in accordance with the Contract Documents and shall not be construed to waive any right to indemnity or any other right or remedy of City for any Default of Contractor.

i. Contractor may not assign or subcontract all or any portion of the Work, except as specified in the Bid or Proposal, without City's prior written consent, which may be withheld in City's absolute discretion.

j. Contractor shall not assign any moneys due or to become due under this Contract without the prior written consent of City, which may be withheld in City's absolute discretion.

k. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract.

l. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection and warnings to prevent damage, injury or loss to employees, subcontractors and any other persons, such as pedestrians or motorists, who may be present upon or within the vicinity of a Project site while Work is being performed or in progress.

m. Any approval, notice or communication to a Party required or permitted by this Contract shall be sufficient only if made in writing.

(i) Any notice which may be permitted or required to be given pursuant to this Contract shall be delivered personally or shall be sent by United States certified mail, postage prepaid addressed as set forth below:

If to City:

City of Bellevue
Public Works Department
Attn: Doug Clark
1510 Wall Street
Bellevue, NE 68005
Fax No.: (402) 293-3173

With a copy to:

Alicia Robbins
Bellevue City Attorney
1500 Wall Street
Bellevue, NE 68005

If to Contractor:

DIY Holding Company, LLC
Douglas Earnest
3135 South 61st Avenue
Omaha, NE 68106
(402) 614-4440

(ii) Each Party may from time to time change its address for receipt of notices by sending a notice in the manner provided to the others specifying the new address.

(iii) Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted at the last address specified and if the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. In the event the Parties utilize "facsimile" transmitted signed documents, the Parties hereby agree to accept and to rely upon such documents as if they bore original signatures. Each Party acknowledges and agrees to provide to the other Party, within 72 hours of transmission, such documents bearing the original signatures.

n. City's Project representative shall be Public Works Director Doug Clark, or his designee.

o. A failure by a Party to enforce any of its rights under this Contract shall not at any time constitute a waiver of such right or any other right, and shall not modify any rights, remedies or obligations of such Party under this Contract or otherwise.

p. The Contract Documents form the entire agreement of the Parties and supersede any prior oral or written agreements of the Parties in connection with the subject matter of this Contract. Neither this Contract, nor any of the Contract Documents, shall be modified or amended except in a writing duly executed by City.

q. Contractor shall comply with: (i) the provisions of Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulation (41 C.F.R., Part 60); (ii) the Copeland "Anti-kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (20 C.F.R., Part 3); and (iii) all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the C.F.R.) issued pursuant to the Civil Rights Act of 1964 and all applicable federal, state and local laws.

r. The Contractor represents that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the City with a view towards securing a contract or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Agreement.

s. Contractor shall not discriminate against any employee, or applicant for employment, to be employed in the performance of the Work, because of race, color, religion, sex, disability, or national origin, with respect to the hire, tenure, terms, conditions, privileges or employment of such employee or applicant.

t. Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of this Contract, Contractor shall submit an affirmative action report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City's Affirmative Action Equal Opportunity Policy Statement, as attached hereto as Exhibit "B" and incorporated herein by this reference.

u. References to any document or other instrument includes all amendments and replacements thereof and supplements thereto. References to provisions of law shall be construed as references to those provisions as respectively amended, extended, consolidated or reenacted or as their application is modified by other provisions from time to time and shall include any provisions of which they are reenactments (whether with or without modification), any orders, regulations, instruments, or other subordinate legislation made under the relevant statute.

v. Each Party agrees that it has been given the opportunity to thoroughly discuss all aspects of this Contract with an attorney of its choosing and that each Party has carefully read and fully understands all of the provisions of this Contract. Each Party further represents and acknowledges that in executing this Contract it has not relied upon any representation or statement of the other Party or the other Party's officers, directors, employees, agents, council members or attorneys with regard to the subject matter, basis or effect of this Contract outside of the content of this Contract.

w. The provisions of this Contract are intended to be performed in accordance with, and only to the extent permitted by, all applicable requirements of law. If any provision of this Contract or the application of the Contract to any person or circumstance shall, for any reason and to any extent, be held invalid or unenforceable, neither the remainder of this Contract nor the application of this Contract or such provision to any other person or circumstance or other instruments referred to in this Contract or affected provision shall be affected thereby but, rather, the same shall be enforced to the fullest extent permitted by law. In the event that any provision of this Contract, or the application thereof, is held by any court of competent jurisdiction to be illegal or unenforceable, the Parties shall attempt in good faith to agree upon an equitable adjustment in order to overcome to the greatest extent possible the effect of such illegality or unenforceability.

x. The failure of any Party to insist upon the strict observance and performance of the terms, provisions or conditions of this Contract shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms, provisions or conditions.

y. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

z. If there occurs a conflict between or among this Contract, the Specifications and General Conditions, the Bid Schedules and a part hereof or any Addenda, the prevailing provisions, as between the Parties, shall be: first, those contained in this Contract; second, those contained in the applicable Specifications and General Conditions and Bid Schedules to the extent not inconsistent with this Contract; and third, those continued in any applicable Addenda to the extent not inconsistent with this Contract or such Specifications and General Provisions and Bid Schedules. Thereafter, if further interpretation is needed, the Parties acknowledge Contractor having bid for this Contract via the Bid Documents prepared by City Engineer, City of Bellevue.

aa. Contractor shall not be entitled to terminate this Contract or suspend any of the Work for any reason whatsoever, including any breach of this Contract by City.

bb. E-Verify The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department

of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

IN WITNESS THEREOF, the parties have duly authorized the execution and delivery of this Contract.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: _____
Mayor

BY: _____
City Clerk

ATTEST:

BY: _____

TITLE: _____

EXHIBIT “A”

SPECIFICATIONS

The Work shall consist of furnishing of labor, materials, usage of contractor’s equipment, plant, and all else necessary to complete **“2021 CONCRETE PAVEMENT REHAB”**, as specified in this Contract and in the plans and specifications in the City’s request for proposals and Notice to Bidders.

The current City of Omaha Standard Specifications for Public Works Construction, 2020 Edition, and any current revisions or amendments thereto shall apply to this construction and the contractor shall perform in accordance therewith.

EXHIBIT "B"

COPY OF THE CITY OF BELLEVUE'S AFFIRMATIVE ACTION EQUAL OPPORTUNITY POLICY STATEMENT

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

It is the policy of the City of Bellevue that equal employment opportunity will be extended to all employees of the City of Bellevue and to all applicants for employment, and that all employees and applicants for employment will be considered without discrimination on the bases of race, religion, color, sex, disability, national origin or political affiliation.

All recruitment, hiring, and employment practices will be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation, and an affirmative action program will be developed and implemented for recruiting, hiring, and employing personnel of the City of Bellevue with equal treatment with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

We realize the inequities associated with employment, upgrading, contracting and subcontracting for minorities and will direct our efforts to correcting any deficiencies to the maximum extent possible. The same will be required of our contractors, subcontractors and our or their suppliers.

The City assures compliance with Titles VI and VII of the Civil Rights Act of 1964, Executive Order 11246, as amended by Executive Order 11375 and/or other subsequent orders that may pertain to equal employment opportunity and merit employment policies.

This policy statement will be posted in the Bellevue City Hall in a place accessible to employees and applicants for employment. This policy will also be stated in all City contracts. Signed acknowledgments of the City's affirmative action policy and assurance of cooperation will be required of all contractors and subcontractors.

EQUAL EMPLOYMENT OFFICER

The Bellevue City Administrator will serve as the Equal Employment Officer for the City of Bellevue and, with his/her staff, will be responsible for the implementation and coordination of the City's affirmative action program, will document and report on compliance with the program's objectives and process complaints concerning the program.

NON-DISCRIMINATORY RECRUITING

Advertising. Job openings with the City of Bellevue will be advertised and will include the following statement:

"An Equal Opportunity Employer"

Employment advertising will be placed with the goal of achieving equal exposure to all persons in the area. Communications including but not limited to such media as local newspapers, radio, television, minority publications and radio.

Schools. Recruitment will be accomplished by any feasible means available in local schools, colleges, and other educational institutions. Qualified members of minority groups will be encouraged to apply for employment opportunities with the City of Bellevue.

CONTRACTS AND CONTRACTORS

Contracts. A copy of the City of Bellevue's affirmative action equal employment opportunity policy statement will accompany all contracts awarded by the City of Bellevue and signed acknowledgments of this policy will be required of all contractors engaged by the City. All contracts awarded by the City shall include the following clauses:

"Non-discrimination. All recruitment, hiring and employment practices by the Contractor shall be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation. The Contractor shall insert a similar provision in all subcontracts for goods or services that are to be provided under this Contract."

"Affirmative Action. Within thirty (30) days of the day of this contract, the Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Opportunity Action Program of the City of Bellevue. Further, within ninety (90) days of the date of this contract and annually thereafter for the duration of this contract, the Contractor shall submit an affirmative action report to the City."

Contractors. The City of Bellevue, in seeking contractors for provision of goods and services totaling Two Thousand Five Hundred Dollars (\$2,500) or more shall seek firms demonstrating non-discriminatory practices in its recruitment, hiring, and employment. The City may reject contract proposals from firms that demonstrate discriminatory personnel practices because of race, religion, color, sex, disability national origin or political affiliation.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
4/20/2021

COUNCIL MEETING DATE: 04/20/2021	SUBMITTED BY: Doug Clark, Public Works Director	Dean Dunn, Manager of Engineering Services
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:

Storm Drainage Improvement Planning

SYNOPSIS/BACKGROUND:

Jacobs Engineering Group Inc. will perform professional engineering services to provide conceptual planning for seven sites included in the City of Bellevue's storm drainage improvement project.

FISCAL IMPACT: \$241,757.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: Jacobs Engineering Group Inc.	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: Professional Engineering Services Agreement - Project		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: Storm Drainage Projects		
START DATE:	END DATE:	PAYMENT DATE:
INSURANCE REQUIRED: NO		
CIP PROJECT NAME: Drainage Improvements	CIP PROJECT NUMBER: ST 21(7)	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE: CIPST21(7)	ACCOUNT NUMBER: 7010	

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and Jacobs Engineering Group Inc. in the amount of \$241,757.00 for the Storm Drainage Projects.

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. B. [Signature]
[Signature]



PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: Storm Drainage Improvement Conceptual Plan
CLIENT: City of Bellevue, NE
ADDRESS: 1510 Wall St, Bellevue, NE 68005

PROJECT NUMBER: BPW-210106

hereby requests and authorizes Jacobs Engineering Group Inc. ("Jacobs") to perform the following Services:

SCOPE OF SERVICES: See Attachment A – Scope of Services

COMPENSATION to be on a basis of:

Jacobs' established hourly rates as set forth in Attachment B, plus reimbursement of Jacobs' Direct Expenses, all subject to a not-to-exceed amount of \$241,757. Jacobs shall not be required to provide services beyond the not-to-exceed amount without additional compensation as mutually agreed in writing.

See Attachment B for Compensation

Technical or professional services that are furnished by an outside source and their reimbursable expenses multiplied by a multiplier of 1.05 shall be added to the cost of the services for Jacobs' administrative costs.

The parties agree to the "Provisions" provided on page 2 of this authorization.

Accepted for CLIENT

Accepted for JACOBS ENGINEERING GROUP INC.

By: _____
 Name: _____
 Title: _____
 Date: _____

By: Douglas E. Simon
 Name: Douglas E. Simon
 Title: Designated Manager
 Date: 4/7/2021

PROVISIONS

1. **AUTHORIZATION TO PROCEED.** Signing this Agreement shall be construed as authorization by CLIENT for JACOBS to proceed with the Services, unless otherwise provided for in this Agreement.

2. **LABOR COSTS.** In the event JACOBS' compensation is calculated by reference to JACOBS' Labor Costs, Labor Costs shall be the amount calculated by the number of hours actually worked by each of JACOBS' employees on CLIENT's Project, multiplied by an amount charged for each such employee's work as further defined in Attachment B.

3. **DIRECT EXPENSES.** JACOBS' Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at current IRS rate at time of services, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by JACOBS.

4. **OUTSIDE SERVICES.** When approved by CLIENT, technical or professional services can be furnished by an outside source. In this event, an additional amount shall be added to the cost of these services to account for JACOBS' administrative cost by multiplying the costs of the services by a multiplier of 1.05.

5. **COST ESTIMATES.** Any cost estimates provided by JACOBS will be on a basis of experience and judgment. Since JACOBS has no control over market conditions or bidding procedures, JACOBS does not warrant that bids or ultimate construction costs will not vary from these cost estimates.

6. **PROFESSIONAL STANDARDS.** JACOBS shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. If after completion of the Services the CLIENT can demonstrate that the Services hereunder fail to conform to such standards, JACOBS will reperform the deficient Services at no cost to the CLIENT, and JACOBS shall have no liability for repair or replacement, construction rework or other costs. JACOBS makes no warranty, expressed or implied.

7. **ADDITIONAL SERVICES.** Services in addition to those specified in Scope of Services will be provided by JACOBS if authorized in writing or otherwise confirmed by CLIENT. Additional services will be paid for by CLIENT as indicated in any Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and JACOBS. In the absence of an express agreement about compensation, JACOBS shall be entitled to an equitable adjustment to its compensation for performing such additional services.

8. **SALES TAX.** In addition to any other sums or amounts required to be paid by CLIENT to JACOBS pursuant to this Agreement, CLIENT must also pay to JACOBS the amount of any applicable sales, use, excise or other tax with respect thereto (other than any general income tax payable by JACOBS with respect thereto) as the same may be levied, imposed or assessed by any federal, state, county or municipal government entity or agency.

9. **LIMITATION OF LIABILITY.** Excluding JACOBS' liability for bodily injury or damage to the property of third parties. Notwithstanding any other provision of this Agreement, JACOBS shall have no liability to the CLIENT for contingent, consequential, or other indirect damages.

10. **DISPUTE RESOLUTION.** All disputes arising out of this Agreement shall be mediated by the parties within a reasonable time after the first request for mediation, prior to either party filing a suit in a court of law, provided, however, that neither party shall be obligated to mediate prior to requesting injunctive relief. Parties will bear their respective costs incurred in connection with attending and participating in mediation, except that the Parties will equally share the fees and expenses of the mediator.

11. **ASSIGNMENT TO RELATED ENTITY.** Notwithstanding anything in this Agreement to the contrary, in the event JACOBS is not qualified and licensed in the relevant jurisdiction to provide any Services required hereunder, JACOBS may, without the consent of any other party, assign all or any part of its obligation to provide such Services to an entity related to JACOBS which is qualified and licensed to provide such Services in the jurisdiction involved and which is contractually bound to JACOBS to provide such Services.

12. **PAYMENT TO JACOBS / INTEREST ON PAST-DUE AMOUNTS.** Monthly invoices will be issued by JACOBS for all Services performed under the terms of this Agreement. Invoices are due and payable 30 days from date the invoice is received. CLIENT agrees to pay interest at the rate of 1½% per

month on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to JACOBS, and if such interest exceeds the principal balance of CLIENT's indebtedness to JACOBS, will be returned to CLIENT.

13. **TERMINATION FOR NON-PAYMENT OF FEES.** Without limiting any other remedy that may be available, JACOBS may stop work or terminate this Agreement if CLIENT has not cured a payment default within 7 days after receipt of written notice from JACOBS. Any failure to make a payment within the time required in Article 12 above shall constitute a payment default. Notice by e-mail or fax, followed by overnight courier, shall meet this notice requirement. JACOBS' right to stop work or terminate this Agreement shall not be waived by JACOBS' continued performance during any period of investigation by JACOBS to determine the reasons for CLIENT's nonpayment.

14. **CONSTRUCTION PHASE SERVICES.** If this Agreement includes the furnishing of any Services during the construction phase of the project, the following terms will apply: (a) If JACOBS is called upon to observe the work of CLIENT's construction contractor(s) for the detection of defects or deficiencies in such work, JACOBS will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. JACOBS shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards. (b) If JACOBS is called upon to review submittals from construction contractors, JACOBS shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. JACOBS' action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in JACOBS' professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities. (c) JACOBS shall not assume any responsibility or liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services. JACOBS shall have no influence over the construction means, methods, techniques, sequences or procedures. Construction safety shall remain the sole responsibility of the construction contractor(s). (d) All contracts between CLIENT and its construction contractor(s) shall contain broad form indemnity and insurance clauses in favor of CLIENT and JACOBS, in a form satisfactory to JACOBS.

15. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

16. **FORCE MAJEURE.** Any delays in or failure of performance by JACOBS shall not constitute breach hereunder if and to the extent such delays or failures of performance are caused by pandemics or occurrences beyond the reasonable control of JACOBS. In the event that any event of force majeure as herein defined occurs, JACOBS shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

17. **ELECTRONIC MEDIA.** (a) As a component of the services provided under this Agreement, JACOBS may deliver electronic copies of certain documents or data (the "Electronic Files") in addition to printed copies (the "Hard Copies") for the convenience of CLIENT. CLIENT and its consultants, contractors and subcontractors may only rely on the Hard Copies furnished by JACOBS to CLIENT. If there is any discrepancy between any Electronic File and the corresponding Hard Copy, the Hard Copy controls. (b) CLIENT acknowledges that Electronic Files can be altered or modified without JACOBS' authorization, can become corrupted and that errors can occur in the transmission of such Electronic Files.

18. **THIRD PARTY BENEFICIARIES.** Except to the extent any claims alleging negligence are asserted directly against any JACOBS employee wherein such JACOBS employee shall be deemed a third party beneficiary to this Agreement and the protections in favor of JACOBS, there are no third party beneficiaries to this Agreement.

Attachment A

SCOPE OF SERVICES

Storm Drainage Improvement Conceptual Plan

Jacobs Engineering Group Inc. (JACOBS) agrees to provide the City of Bellevue (CLIENT) Public Works Department services as outlined herein for a project generally described as Storm Drainage Improvement Conceptual Plan Project (PROJECT).

Project Understanding

This PROJECT includes developing Conceptual Alternatives for seven sites in Bellevue, NE where drainage improvement needs have been identified by the CLIENT. The PROJECT sites include a combination of storm sewer outfalls, stormwater detention, and open channel waterways (see Table 1). The objective of this PROJECT is to evaluate stormwater related stability and erosion issues at seven sites and develop a Conceptual Plan to improve the function of and access to stormwater infrastructure. Conceptual stormwater drainage improvement alternatives will be developed and prioritized to help mitigate potential impacts to private and public infrastructure and plan for appropriate access to infrastructure for long term routine maintenance at each site. Conceptual layouts, project costs, and other data needs will be developed to address permitting requirements, plan for future design/construction packaging, understand general construction approaches and construction management requirements, and identify potential funding opportunities. This information can help support the CLIENT's decisions regarding planning and prioritizing a path forward for design and construction as part of future contracts.

The PROJECT includes the following tasks.

- Task 1. Project Management and Field Assessments
- Task 2. Conceptual Alternative Analysis
- Task 3. Conceptual Alternative Recommendations and Plan
- Task 4. Additional Services

Table 1 - Project Sites - Storm Drainage Improvement Conceptual Plan

CLIENT Project ID	CLIENT Project Name	Nearest Street Address	Parcel ID	CLIENT Project Type
M146 (157A)	Betz Ditch, south of Lloyd St to Betz Rd, extended by CLIENT to include condition assessment (see details in Task 1.3)	1408 Betz Rd, Bellevue, NE 68005	Multiple, including Everett Park	Drainage Ditch Improvements and Drainage System Investigation
M146 (253A)	Area 19th to 18th, north of Chandler Rd	S 19th St & W Chandler Rd, Bellevue, NE 68147	Multiple, including #010610146, #010610154, #011601243, #011579710, #010974660, #011579707, #010365583	Drainage Structures and Channels
M146 (266A)	Fontenelle Hills Addition	502 Edgewood Ct, Bellevue, NE 68005	East of parcel #010476342 in Fontenelle Forest	Storm Sewer Repairs and Drainage Improvement
M146 (268A)	Quail Creek, Outlot 2 Twin Creek Plaza	3808 Twin Creek Dr, Bellevue, NE 68123	#011317434 (outlot parcel)	Drainage Channel Improvements
M146 (271A)	East of 25th St, Lynnwood Dr to Blackhawk Dr	Whitted Creek Lynnwood Dr to 25 th St and Blackhawk Dr	Multiple, including Stonecroft Park #010921222, #010921214, #011293330	Drainage Channel Rehabilitation
M146 (276A)	College Heights (Lot 177B)	Behind 407 MM Kountze Memorial Drive, Bellevue, NE 68005	#010433678, #011607020	Erosion Mitigation, Drainage Improvements
M146 (299A)	Drainage easement area, The Shadows Lot 11B, 12A, & 12B	Behind 217 Bellevue Blvd S, Bellevue, NE 68005.	#011559291, #011215046	Drainage Improvements, Erosion Mitigation, Easement Required

ARTICLE 1 - Scope of Services

JACOBS shall provide professional services to the CLIENT to perform conceptual alternative evaluation services for the seven project sites listed in Table 1. It is understood that Mr. Dean Dunn shall serve as the CLIENT's representative throughout PROJECT execution. Mr. Nick Sutko will serve as the JACOBS's Project Manager.

Task 1: Project Management and Field Assessments

1.1 Project Administration

JACOBS will develop and implement a Project Execution Plan, a Health and Safety Plan, and a Quality Control (QC) Plan specific to the PROJECT work. JACOBS will facilitate periodic progress meetings as needed and provide monthly progress reports and invoices in a format acceptable to the CLIENT. QC efforts will be incorporated into the budget of individual tasks.

1.1.1 Kick-off Meeting

JACOBS will facilitate one PROJECT kick-off meeting with the CLIENT staff and others, such as staff from the Papio-Missouri River Natural Resources District (P-MRNRD) and other CLIENT Departments to discuss the goals of the PROJECT for each of the sites. The kick-off meeting will include a Client Expectation Survey with the CLIENT, facilitated by JACOBS. Up to three JACOBS team members will attend the Kick-off Meeting. JACOBS will prepare the meeting agenda with input from the CLIENT, will prepare and distribute draft meeting summary for review and comment by the attendees, and will prepare and distribute final meeting minutes.

1.1.2 Utility Coordination

JACOBS will facilitate the communication with representatives of existing utility owners at each of the PROJECT sites including notification of the PROJECT, written requests for facility information, and requests for clarifications. No meetings with utilities are included in this scope, however, will be recommended as part of the future design process under separate contracts. JACOBS will identify one person from the Project Team who will act as the singular contact throughout the PROJECT to request information from each of the utilities. JACOBS will send existing utility location requests directly to the utility companies with copies of the requests to the CLIENT project representative.

1.2 Site Visits and Limited Survey of Critical Features

JACOBS will visit each of the seven sites listed in Table 1 and perform an assessment of the potential issues. JACOBS will coordinate with CLIENT staff and property owners as needed for access to each site. Detailed stream habitat or geomorphic assessments are not included in this scope of the work. The site visits will include documenting existing site conditions and confirming drainage and stability issues to confirm project objectives.

JACOBS will utilize a SUBCONSULTANT to perform limited survey of critical features at all seven project sites in coordination with JACOBS's engineers to document elevations and locations of critical features to be included in the Conceptual Alternative Analysis. These features include, but are not limited to, manholes, storm sewer and outfall inverts, stream bed and bank features, etc. to support the Conceptual Alternative Analysis. SUBCONSULTANT shall include a Professional Land Surveyor licensed in Nebraska, who will coordinate work with CLIENT and Sarpy County land survey staff as needed to meet CLIENT survey standards. Additional CCTV Services for other sites are covered as additional services under Task 4.

1.3 Betz Ditch Storm System Assessments

For the Betz Ditch project M146 (157A) identified in Table 1 (as extended by the CLIENT), field investigations will be performed to assess the condition of portions of the storm sewers,

culverts, and open channels within the Betz Ditch drainage system as follows and as shown in Figure 1.

- **Betz Ditch Galvin Road (Rd) Branch** – Beginning at the north end of the open channel east of 810 Galvin Rd South (S) running south to Harvell Drive (Dr), then the piped storm sewer network is assumed to extend south under Harvell Rd south to the assumed junction with the Betz Ditch south of Lloyd Street east of the intersection of Lloyd Street and Betz Road.
- **Betz Ditch Harvell Dr Branch** – Beginning at the open channel north of the intersection of Harvell Dr and Jewel Avenue (Ave) (west of 908 Ginny Ave) running west to Lincoln Rd, then westerly through the piped storm sewer under the parking lot of 814 Lincoln Rd, through the open channel to the east side of Birchcrest Rd, through the Birchcrest Rd and Harvell Dr culverts (including the short segment of open channel in between), then the open channel southwest of Harvell Dr, to the piped storm sewer under the University Plaza shopping mall parking lot, running southwest to where Betz Ditch daylights to the open channel south of Lloyd St.
- **Betz Ditch Everett Park Segment** – Beginning with the open channel south of Lloyd St continuing south to the upstream side of the culvert north of Harlan Dr. This segment includes the culverts at Twin Ridge Dr, Englewood Dr, Betz Road, and the pedestrian bridge crossing within Everett Park.
- **Betz Ditch Harlan Dr to Papio Segment** – Beginning in the open channel at the south end of Harlan Dr or the downstream end of the Harlan Drive culvert (JACOBS will not perform a condition assessment for the Harlan Dr culvert as CLIENT will provide previous assessments performed by CLIENT staff) extending southwest extending southwest through the culvert for the CLIENT Fleet Maintenance Facility driveway (2012 Betz Rd), then west through the Fort Crook Rd culvert to the open channel's confluence with Papillion Creek (JACOBS will not perform a condition assessment for the Union Pacific Railroad or Highway 75 or Highway 75 ramp culverts because the CLIENT does not own or maintain these assets).

The condition of open channels and culverts in these branches and segments of the Betz Ditch system will be visually assessed and documented for future channel stabilization project planning and prioritization. JACOBS staff will perform visual assessments for structural integrity for the Birchcrest Rd, Harvell Dr, Twin Ridge Dr, Englewood Dr, and the Fleet Maintenance Facility driveway culverts and the Everett Park parking lot pedestrian bridge (see Figure 1). Load ratings will be developed and load summary sheets will be provided for each structure inspected.

JACOBS will utilize a SUBCONSULTANT to perform CCTV investigations for condition assessment of the piped storm sewers in the Betz Ditch Galvin Rd Branch and Harvell Dr Branch (see Figure 1). CCTV data will be collected using the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) protocols and the inspection data and summary reports will be provided to the CLIENT digitally. No lateral piping is to be inspected as part of the scope of work.

JACOBS will develop conceptual plan concepts for only the Betz Ditch Everett Park Segment, as described in **Task 2**. For the other branches and segments of Betz Ditch described above,

JACOBS will provide a summary of the condition assessments and recommendations for next steps based on the findings from the investigations.

This task also includes a desktop GIS exercise to summarize the lengths and sizes of storm sewers in the Betz Ditch watershed utilizing the Sarpy County's existing GIS data. No field verification is included in this task. The purpose of this is to help the CLIENT plan for future full watershed condition assessments and/or watershed plans.

Task 1 Deliverables

Periodic progress meeting agendas and summaries, invoices, and status reports.

One (1) digital (Word format) of Kick-off Meeting agenda, and draft and final meeting summaries of each meeting.

One (1) digital (Excel form) of Utility Coordination log.

One (1) copy of site visit field notes and maps.

One (1) copy of field survey and notes.

One (1) digital copy of CCTV data and reports.

One (1) digital copy of recommendations from Betz Ditch system condition assessment.

Task 2: Conceptual Alternative Analysis

Based on the findings from the information gathered in Task 1, JACOBS will develop up to two (2) Conceptual Alternatives for each site. The Conceptual Alternatives Analysis will be based on the following efforts.

2.1 Hydrologic and Hydraulic Analyses

At a level of detail appropriate for each site, JACOBS will perform preliminary hydrology and hydraulic analysis. Four of the sites include bank erosion and other safety concerns associated with stormwater structures and outfalls, while the three other project sites (Betz Ditch, Quail Creek, and Whitted Creek) each consist of several hundred feet of perennial stream channel. More detailed hydrology and hydraulic analyses will need to be performed during design under other future contracts for each of the seven sites. The level of analysis and associated assumptions for each of the PROJECT sites included in this scope of work is broken down into three categories, as described below.

2.1.1 Residential Site Analysis

Sites that include bank erosion associated with stormwater outfalls are located within the following residential areas:

- The Shadows Addition (at 217 Bellevue Blvd S)
- Fontenelle Hills Addition [adjacent to 502 Edgewood Court (Ct)]
- College Heights Addition (behind Lot 177B, 407 M Kountze Mem Dr).

Preliminary hydrologic and hydraulic analyses for these sites will be conducted with available GIS and as-built information characterizing the drainage area contributing to each site, and GIS contour data supplemented by site survey information collected in Task 1. The purpose of these analyses is to better define the magnitude of flows and water velocities expected to pass through the PROJECT sites to help identify the types of solutions needed to stabilize eroded areas.

2.1.2 Storm Sewer System Analysis

The site located north of W Chandler Rd also includes bank erosion downstream of a stormwater outfall east of S 19th St. The outlet to the upstream detention basin west of S 19th St also presents a safety concern and will need to be modeled accordingly to provide further recommendations. In addition to the analyses and assumptions described in Task 2.1.1, further hydrologic and hydraulic modeling will be conducted to represent the detention areas and associated pipe networks located throughout this W Chandler Rd site.

2.1.3 Stream Site Analysis

For purposes of these analyses it is assumed that the hydrologic and hydraulic models developed as part of the P-MRNRD's floodplain remapping efforts will be utilized for the Betz Ditch, Whitted Creek, and Quail Creek (also within the floodplain backwater of West Papillion Creek) sites. These floodplain remapping models have been updated in recent years, and although they are not yet Effective through the Federal Emergency Management Agency (FEMA), JACOBS does have a copy of these models from the P-MRNRD. The new FEMA maps are scheduled to be out for public comment in 2021 and are not anticipated to be adopted formally and be Effective for about two years. During the analyses for this PROJECT, the proposed Effective flow rates will be utilized to help in the understanding of potential flooding extents and identify at-risk properties.

2.2 Conceptual Alternative Evaluation and Basis of Evaluation Summary

JACOBS will develop up to two (2) conceptual alternatives for each PROJECT site. JACOBS will prepare Conceptual Alternative figures for each of the alternatives, which will include 11-inch by 17-inch (11x17) plan and profile view figures, typical cross section(s) (if appropriate, likely just for the stream channels), and a planning level construction cost estimate for each alternative. The plan view and proposed adjustments to the cross section and/or longitudinal profile elevation figures will include general information regarding the proposed site, type, and materials for outfall stabilization, grade control, stream stabilization, and/or bank stabilization. JACOBS will meet with the CLIENT to present these Conceptual Alternatives for each site for input and feedback. Based on the findings from the information gathered from the analyses described above, JACOBS will provide a summary of the basis of the recommended Conceptual Alternative for each site.

Task 2 Deliverables

Basis for Evaluation Summary and Conceptual Alternative figures and construction cost estimate of alternatives for each site.

Task 3: Conceptual Alternative Recommendations and Plan

The Conceptual Alternatives developed in Task 2 will be reviewed and recommendations developed to form a Conceptual Plan for implementing the design services and construction at seven sites. This Conceptual Plan will include the following items.

3.1 Permitting Considerations

Permitting requirements for the seven sites will be evaluated and summarized, including but not be limited to recommendations for anticipated needs for local and state Grading and Construction Stormwater, US Army Corps of Engineers (USACE) Section 404 wetlands/waters of the United States (U.S.) and Section 408 levee (Quail Creek), railroad, and other permits.

The Betz Ditch, Whitted Creek, and Quail Creek sites are in or adjacent to floodplains regulated (or soon to be regulated) by FEMA. Betz Ditch south of Lloyd Street is within an AE Zone (with established Base Flow Elevations) and has a floodway that closely matches the flood fringe (1 percent annual chance floodplain) extents. Whitted Creek is a tributary to Papillion Creek and is included in the updated mapping. Quail Creek is a tributary to the West Papillion Creek, and the project site is near the confluence with the mainstem and therefore is within the extents of the West Papillion Creek AE zone of the regulated floodplain. Quail Creek itself is also included in the updated mapping. The associated future permitting needs due to these sites being in regulated floodplains will be discussed in recommendations of the Conceptual Plan.

3.2 Grant Funding Opportunities

The recommended Conceptual Alternative for each site will be evaluated for potential grant funding opportunities. A strategy will be developed to possibly group sites together that may use similar technologies in the Conceptual Alternative or based on other factors such as how sites may be grouped or scheduled together for design and construction as described below.

JACOBS will prepare a draft and final version of a grant application for up to two sites (one of these can be a group of similar sites), as selected by CLIENT. This application will be appropriate to submit to the Nebraska Environmental Trust Fund, and if the proposed work at the selected sites is applicable for one of their programs, JACOBS will reformat the applications to submit to a P-MRNRD grant program in March of the following year. Additional grant applications are covered as additional services under **Task 4.2**.

3.3 Project Prioritization, Design and Construction Contract Packaging

Each PROJECT site and its Conceptual Alternatives will be evaluated for prioritization based on multiple factors, including but not limited to potential risk to adjacent infrastructure and private property, and other factors. The sites will also be evaluated for potentially grouping them into common design and/or construction packages. Factors considered may include those listed below.

- Potential Permitting Requirements
- Potential Grant Funding Opportunities
- Potential Private Property Encroachment Impacts (Right-of-Way)
- Required Utility Coordination

- Coordination with other CLIENT Projects in area
- Potential Constructability and Access Issues
- Maintenance Needs
- Construction Management Needs
- Project Phasing and Scheduling due to CIP Budgets

3.4 Design and Project Cost for CIP and Preliminary Schedules

JACOBS will prepare a planning level cost estimates for the Conceptual Alternatives for each site. This will include project costs including completion of the design services through Final Design, field services, services during construction, and the Opinion of Probable Construction Cost (OPCC). Recommended future Final Design components may vary by site needs but will likely include geotechnical and other field investigations (such as sewer condition assessments), detailed site survey, detailed hydrologic and hydraulic modeling, grant applications, and services during construction.

JACOBS shall develop a Conceptual Plan summarizing the work completed in Tasks 1 through 3, including recommendations for scheduling and grouping projects as appropriate. JACOBS will meet with the CLIENT to present the draft Conceptual Plan for the seven sites for input and feedback. It is assumed one (1) revision will be made to this Conceptual Plan to address CLIENT review comments. Once accepted comments have been addressed, a revised and final Conceptual Plan will be submitted.

Task 3 Deliverables

One (1) digital (Word format) and one (1) hard copy of draft and final versions of the Conceptual Plan for seven sites.

Assumptions

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, JACOBS has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, JACOBS makes no warranty that the CLIENT's actual Project costs, financial aspects, economic feasibility, or schedules will not vary from JACOBS' opinions, analyses, projections, or estimates.

CLIENT will provide to JACOBS all data in CLIENT's possession relating to JACOBS services on the Project. JACOBS will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CLIENT.

Task 4: Additional Services

Additional services as outlined below are included in this scope and fee, but will be completed by JACOBS only upon written authorization from CLIENT.

4.1 Additional CCTV Services

Additional CCTV services, as outlined below, may be provided as authorized by the CLIENT.

4.1.1 CCTV Investigation – 217 Bellevue Blvd S

JACOBS will utilize a SUBCONSULTANT to perform CCTV investigation to assess condition and facilitate conceptual design of the storm sewer in the easement on the south side of 217 Bellevue Blvd S, which discharges onto private land to the northeast (Parcel #011559291, Lot 12B). The private property owner at 301 Bellevue Blvd S has recently extended the existing storm sewer and the CLIENT would like information on the extended location and alignment of this storm sewer. JACOBS will incorporate this information into the Task 3 Conceptual Alternatives, providing recommendations as appropriate for potential adjustments needed for this extended sewer and its outfall structure related to compliance with CLIENT storm sewer design standards and downstream channel stability. For purposes of CCTV scope and fee development, a length of 300 feet is assumed, and pre-inspection cleaning will be performed as needed only. CCTV data will be collected in NASSCO PACP format and will be provided to the CLIENT digitally.

4.1.2 CCTV Investigation – 502 Edgewood Ct

JACOBS will utilize a SUBCONSULTANT to perform CCTV investigation to assess condition and facilitate conceptual design of the storm sewer south of 502 Edgewood Ct, which discharges to Fontenelle Forest to the northeast. JACOBS will incorporate this information into the Task 3 Conceptual Alternatives, providing recommendations as appropriate for potential adjustments needed to this sewer and its outfall based on the condition of the pipe and needs for downstream channel stability. For purposes of CCTV scope and fee development, a length of 350 feet is assumed. Furthermore, it is assumed pre-inspection cleaning will be required for this site due to evidence of sediment collection at the inlet. CCTV data will be collected in NASSCO PACP format and will be provided to the CLIENT digitally.

4.2 Additional Grant Assistance

4.2.1 Additional Grant Application Preparation

JACOBS will prepare a draft and final version of a grant application for up to four additional sites, as selected by the CLIENT. This application will be appropriate to submit to the Nebraska Environmental Trust Fund, and if the proposed work at the selected sites is applicable for one of their programs, JACOBS will reformat the applications to submit to a P-MRNRD grant program in March of the following year.

4.3 Additional Services for College Heights

For the College Heights site, the CLIENT may wish to proceed with additional services to support the future final design of this project (under separate contract). The following subtasks will be completed, upon authorization from CLIENT.

4.3.1 Wetland and Water Resources Delineation Services – College Heights

The following subtasks will be completed as part of the wetland and water resources delineation services.

4.3.1.1 Permitting Agency Coordination – College Heights

It is anticipated that PROJECT work will require USACE permitting under Section 404 of the Clean Water Act. It is further assumed that a Nationwide Permit, as opposed to a 404 Individual Permit, will be appropriate for this work. As such, JACOBS will identify the potential Nationwide permit type(s) applicable to the PROJECT and provide recommendations to the CLIENT. Agency coordination may include a meeting with a representative of the Omaha District USACE regulatory branch to confirm the appropriateness of using a Nationwide Permit.

4.3.1.2 Site Visit – College Heights

JACOBS shall review existing water resources references prior to field delineations. JACOBS staff shall visit PROJECT site to determine if waters of the U.S., including wetlands, are present within the PROJECT delineation limits as described below. The site visit will be conducted by a qualified wetland scientist and during the recognized growing season. For purpose of scope and fee development, JACOBS assumes the following study areas for wetland and water resource delineation:

- From the storm sewer outlet located northeast of 407 M Kountze Memorial Dr, approximately 400 linear feet of channel downstream to the west side of the BNSF railroad tracks.

JACOBS shall digitally plot the delineation data on available current aerial photographs (orthographic photos from Sarpy County). Data plotted on aerial photographs will include project wetland delineation limits (environmental study area), wetland boundaries, wetland Cowardin classification identifiers, wetland types (such as floodplain depression, riverine wetland, etc.), ordinary high-water mark (OHWM), stream channel type and name, other water resources identified on site, and locations of data and photo collection points.

4.3.1.3 Delineation Report – College Heights

Deliverables for Wetland and Water Resource Delineation Services include a Wetland Delineation Report covering both sites, Quality Control documentation, and associated delineation geospatial data. Quality Control (QC) documentation includes a QC Statement and QC Comment/Response Matrix.

JACOBS shall submit the delineation materials to the CLIENT in an electronic format. Submittal shall include items noted in the Site Visit section above in a GIS file geodatabase (.gdb). Coordinate system projections for each submittal shall be NAD 1983 State Plane Nebraska FIPS 2600 (feet). The geodatabase submittal will include a completed attribute table with relevant information, such as wetland name and type for each feature. Geospatial data shall be post-processed to correct global positioning system (GPS) data inaccuracies, compile information in the geodatabase attribute tables, and checked for completeness, accuracy, and conformance to USACE standards.

4.4 Additional Services for Quail Creek

For the Quail Creek site, the following subtasks will be completed, upon authorization from CLIENT.

4.4.1 Wetland and Water Resources Delineation Services – Quail Creek

The following subtasks will be completed as part of the wetland and water resources delineation services for Quail Creek.

4.4.1.1 Site Visit – Quail Creek

JACOBS shall review existing water resources references prior to field delineations. JACOBS shall visit PROJECT site to determine if waters of the United States (US), including wetlands, are present within the PROJECT delineation limits as described below. The site visit will be conducted by a qualified wetland scientist and during the recognized growing season. For purpose of scope and fee development, JACOBS assumes the following study areas for wetland and water resource delineation:

- Quail Creek from Twin Creek Dr to its confluence with West Papillion Creek, approximately 2,100 linear feet.

JACOBS shall digitally plot the delineation data on available current aerial photographs (orthographic photos from the City of Bellevue). Data plotted on aerial photographs will include project wetland delineation limits (environmental study area), wetland boundaries, wetland Cowardin classification identifiers, wetland types (such as floodplain depression, riverine wetland, etc.), ordinary high-water mark (OHWM), stream channel type and name, other water resources identified on site, and locations of data and photo collection points.

4.4.1.2 Delineation Report – Quail Creek

Deliverables for Wetland and Water Resource Delineation Services include a Wetland Delineation Report covering both sites, Quality Control documentation, and associated delineation geospatial data. QC documentation includes a QC Statement and QC Comment/Response Matrix.

JACOBS shall submit the delineation materials to the CLIENT in an electronic format. Submittal shall include items noted in the Site Visit section above in a GIS file geodatabase (.gdb). Coordinate system projections for each submittal shall be NAD 1983 State Plane Nebraska FIPS 2600 (feet). The geodatabase submittal will include a completed attribute table with relevant information, such as wetland name and type for each feature. Geospatial data shall be post-processed to correct GPS data inaccuracies, compile information in the geodatabase attribute tables, and checked for completeness, accuracy, and conformance to USACE standards.

4.3.2 Permitting Agency Coordination – Quail Creek

It is anticipated that PROJECT work will require USACE permitting under Section 404 of the Clean Water Act. It is assumed that a Nationwide Permit, as opposed to a 404 Individual Permit, will be appropriate for this work. As such, JACOBS will identify the potential Nationwide permit type(s) applicable to the PROJECT and provide recommendations to the CLIENT. Agency coordination may include a meeting with a representative of the Omaha District USACE regulatory branch to confirm the appropriateness of using a Nationwide Permit.

It is also anticipated that PROJECT work will require a USACE Section 408 Permit due to its proximity to the Papillion Creek right bank levee. A Section 408 permit is typically required for work that is within 500 feet landward and 300 feet riverward of a levee, as is the case for this

PROJECT. This area is defined as the Critical Area. The Section 408 permit applications can undergo a spectrum of reviews by the USACE ranging from low intensity review, to a medium intensity technical review, to a full 408 review process. JACOBS will evaluate the proposed PROJECT work to identify the potential Section 408 permit requirements. This will include a coordination meeting with P-MRNRD, who is the West Papillion Creek levee sponsor.

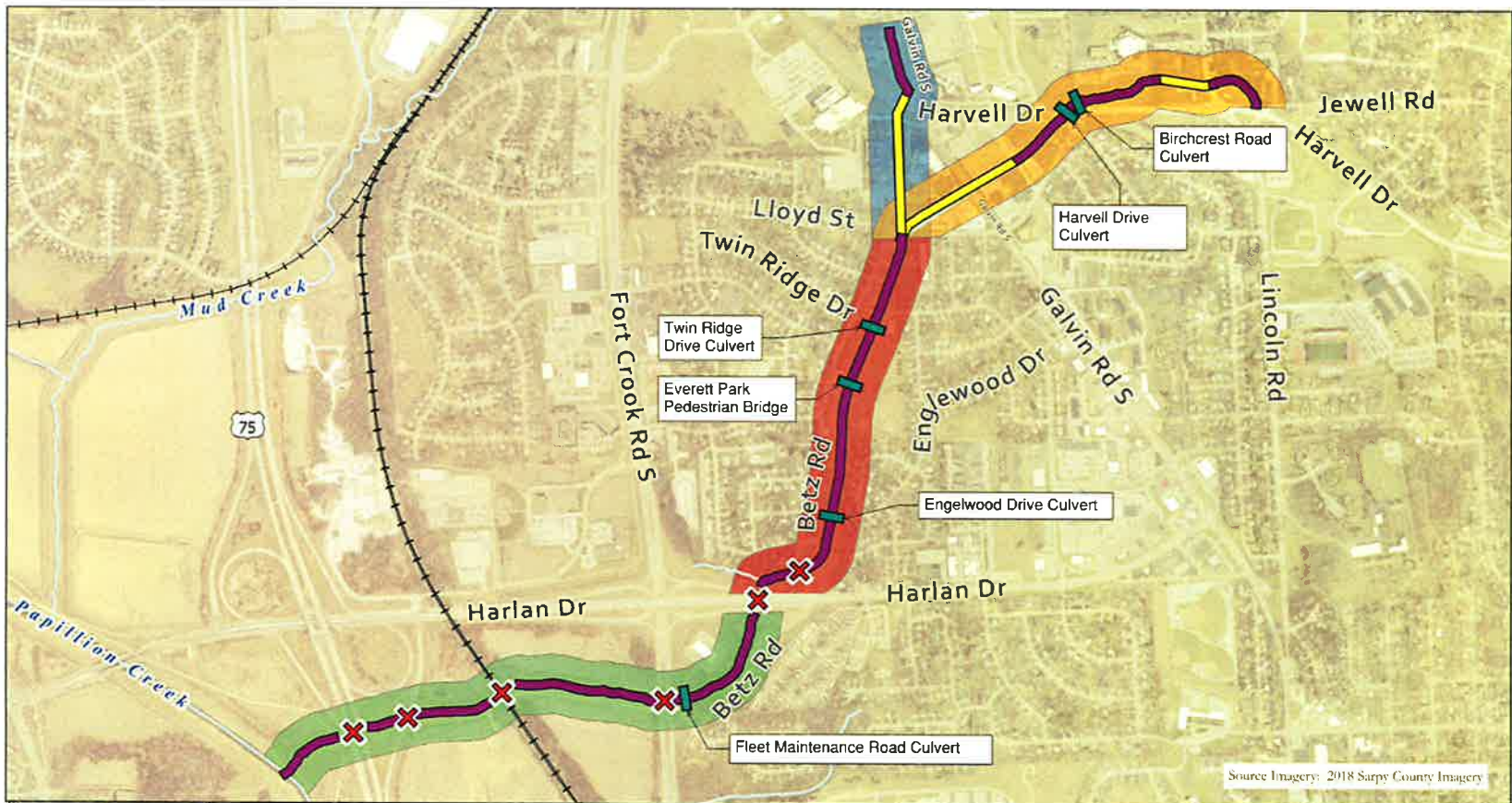
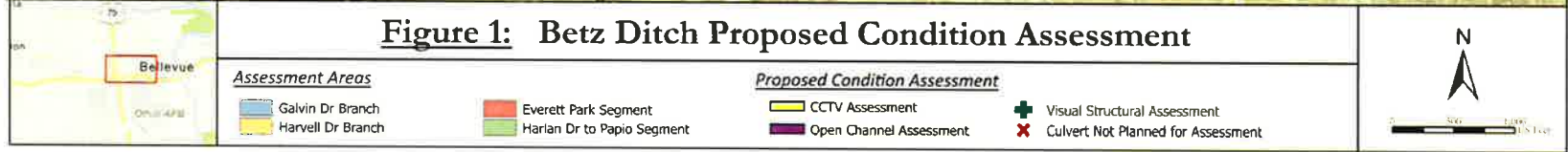


Figure 1: Betz Ditch Proposed Condition Assessment



ARTICLE 2 - Schedule

The estimated PROJECT schedule is shown below and is based upon a Notice to Proceed from the CLIENT of April 21, 2021. Responses to reviews of deliverables provided to the CLIENT will be critical to meeting deadlines and maintaining the PROJECT schedule.

Notice to Proceed – April 21, 2021

Draft Submittal of Assessment Results TM – June 18, 2021

Final Submittal of Assessment Results TM – July 9, 2021

Draft Submittal of Concepts and Project Recommendations TM – August 9, 2021

Final Submittal of Concepts and Project Recommendations TM – September 13, 2021

ARTICLE 3 - Compensation

Compensation by CLIENT to JACOBS for the proposed services described above will be as described in Attachment B.

Attachment B

COMPENSATION

Storm Drainage Improvement Conceptual Plan

Compensation by City of Bellevue (CLIENT) to Jacobs Engineering Group Inc. (JACOBS) for the proposed services described in Attachment A, Scope of Services will be as follows:

A. COST REIMBURSABLE-MULTIPLIER (TIME AND EXPENSE)

For services enumerated in the Scope of Services above, JACOBS Raw Labor Costs multiplied by a factor of 3.0, plus Direct Expenses, plus a service charge of 5 percent of subcontracts and outside services, plus applicable sales, use, value added, business transfer, gross receipts, or other similar taxes.

B. BUDGET

The maximum cost for this PROJECT, as defined by services described in the Scope of Services outlined in Attachment A is Two hundred Forty-One Thousand, Seven Hundred Fifty-Seven dollars (\$241,757), which will be billed on a time and materials basis. JACOBS may utilize the compensation between individual tasks requested by the CLIENT but shall not exceed the maximum amount of \$241,757 unless approved in writing by the CLIENT through a contract amendment to this agreement.

JACOBS is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is CLIENT obligated to pay JACOBS beyond these limits. When budget has been increased, JACOBS excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

C. DIRECT EXPENSES

Direct Expenses are those necessary costs and charges incurred for the PROJECT including, but not limited to: (1) the direct costs of transportation and equipment and supplies; (2) JACOBS current standard rate charges for direct use of JACOBS vehicles, laboratory test and analysis, and certain field equipment; and (3) JACOBS standard project charges for computing systems, and special health and safety requirements of OSHA.

Compensation by CLIENT to JACOBS will be for professional services provided on a "time and materials" basis on hourly rates for all labor and direct costs. A summary of labor hours per task and JACOBS's standard hourly billing rates is included in Table 2 below.

Table 2

Schedule of Hourly Rates, 2021*

Storm Drainage Improvement Conceptual Plan

Staff Name	Role	Hourly Rate	Task 1 Hours	Task 2 Hours	Task 3 Hours	Task 4 Hours	Total
Nick Sutko	Project Manager	\$202.59	68	50	20	3	141
Emily Holtzclaw	QC Manager/Stream Lead	\$248.91	32	20	32	16	100
Brent Brown	Stream Design SME	\$214.70	0	30	0	0	30
Noma Borde	Designer	\$159.90	48	266	112	50	476
Kiersten Hines	Designer/CAD Support	\$114.50	0	84	0	0	84
Robert Magallon	Civil/Utility Coordination	\$99.41	24	4	0	0	28
Ryan Walkowiak	Wetland Scientist	\$107.05	0	6	0	90	96
Jill Rosenberger	GIS Specialist	\$101.22	0	0	0	20	20
Rachel Saunders	Environmental Planner	\$110.37	0	0	0	12	12
Rachel Newton	Senior Biologists	\$141.18	0	0	0	16	16
Carla Arsenault	Administrative Assistant	\$89.21	4	2	2	0	8
Matt Nork	Structural Engineer	\$233.61	82	18	0	0	100
Alex Abbott	Structural Engineer	\$133.22	114	0	0	0	114
John Rohner	Senior Structural	\$293.70	4	0	0	0	4
Michael Peterson	Health & Safety Lead	\$195.50	2	0	0	0	2
Ed Meyer	Cost Estimator	\$261.95	0	40	0	0	40
Jared Catron	Contract Administrator	\$92.52	6	0	0	0	6
Neva Carter	Technical Editor	\$88.49	0	8	4	6	18
Total Labor Hours			394	528	170	213	1295
Total Labor Costs			\$68,623	\$90,309	\$30,458	\$28,359	\$217,749
Expenses			\$850	\$100	\$0	\$200	\$1,150
Subconsultant Costs			\$19,184	\$0	\$0	\$3,675	\$22,859
Total Costs			\$88,656	\$90,409	\$30,458	\$32,234	\$241,757

*Note: Hourly billing rates apply to all "Time and Materials" contracts, effective January 1, 2021. Labor rates are based on a 3.0 Raw Labor Cost Multiplier and may deviate from the values listed in the table based on individuals actually performing the work and their actual raw labor rate at the time the services are performed.

Non-Labor Rate Items

Mileage Rate	Current IRS audit rate at time of service
Other related consumable supplies (field equipment and supplies, etc.)	Actual
Postage, freight	Actual
Travel costs (airfare, hotel, car rental, meals, etc.)	Actual
Subcontractors and Outside Services	Actual + 5 percent

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	SUBMITTED BY: <u>Doug Clark, Public Works Director</u>		<u>Dean Dunn, Engineering Manager</u>
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:

Municipal Separate Storm Sewer System (MS4) Annual Reporting

SYNOPSIS/BACKGROUND:

The City of Bellevue, as co-permittee of the Papillion Creek Watershed Partnership (PCWP), is required to submit annual Municipal Separate Storm Sewer System (MS4) reports for the National Pollutant Discharge Elimination System permit issued to the PCWP by the United States Environmental Protection Agency. The COVID-19 pandemic and departure of the former Public Works director created excessive demands on the Public Works engineering staff and caused the City to become non-compliant with its reporting. Alfred Benesch & Company will provide professional services to assist in bringing the City back into compliance in completing the required 2019 and 2020 annual MS4 reports.

FISCAL IMPACT: \$17,880.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <u>NO</u>	COUNTER-PARTY: <u></u>	INTERLOCAL AGREEMENT: <u>NO</u>
CONTRACT DESCRIPTION: <u></u>		
CONTRACT EFFECTIVE DATE: <u></u>	CONTRACT TERM: <u></u>	CONTRACT END DATE: <u></u>
PROJECT NAME: <u></u>		
START DATE: <u></u>	END DATE: <u></u>	PAYMENT DATE: <u></u> INSURANCE REQUIRED: <u>NO</u>
CIP PROJECT NAME: <u></u>	CIP PROJECT NUMBER: <u></u>	
STREET DISTRICT NAME (S): <u></u>	STREET DISTRICT NUMBER (S): <u></u>	
ACCOUNTING DISTRIBUTION CODE: <u>6453</u>	ACCOUNT NUMBER: <u>10-10</u>	

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the professional services agreement between the City of Bellevue and Alfred Benesch & Company in an amount not to exceed \$17,880.00 for the Municipal Separate Storm Sewer System (MS4) annual reporting.

ATTACHMENTS:

- | | | |
|---------------------|------------|------------|
| 1. <u>Agreement</u> | 2. <u></u> | 3. <u></u> |
| 4. <u></u> | 5. <u></u> | 6. <u></u> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: 

FINANCE APPROVAL AS TO FORM: 

ADMINISTRATOR APPROVAL AS TO FORM:



Alfred Benesch & Company
14748 W. Center Road, Suite 200
Omaha, NE 68144-2029
www.benesch.com
P 402-333-5792
F 402-333-2248

April 12, 2021

Mr. Dean Dunn, PE
Manager of Engineer Services
City of Bellevue
1510 Wall Street
Bellevue, NE 68005

RE: 2019 & 2020 NPDES MS4 Permitting Services

Dear Mr. Dunn:

Alfred Benesch & Co. appreciates the opportunity to propose to provide professional services to assist the City with its National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) annual reporting for 2019 and 2020. As a co-permittee of the Papillion Creek Watershed Partnership (PCWP), the NPDES permit (NER220000) requires the City to submit an annual report documenting the status of the target goals and implementation schedule for the six program elements in the City's Storm Water Management Plan (SWMP). We propose to provide project management and coordination, information gathering, and report writing as requested by the City. Preparation of the reports will include following the Nebraska Department of Environment and Energy (NDEE) Title 119 Chapter 10 – NPDES Regulations Applicable to Storm Water Discharges, the Environmental Protection Agency (EPA) rules for Phase II of the NPDES program, and guidance from the Papillion Creek Watershed Partnership (PCWP). We have experienced personnel on staff with the qualifications needed to support the City in any facet of the project.

This project will be led by Erica Mullen, PE. Erica has been providing municipal and civil engineering services for more than a decade in over 20 municipalities and has assisted many of those municipalities in their annual MS4 reporting and NPDES permitting.

We propose to provide the following services:

- Record changes in the MS4 Area as identified by the City,
- Coordinate with the City to create a total expenditures breakdown for operation and maintenance and other SWMP efforts for 2019 and 2020,
- Update the City's Facility Runoff Control Plans (FRCP) from the PCWP template (photo checklist, site questionnaire, facility profile sheet, hot spot checklist, photo log, and a facility BMP checklist),
- Identify new, removed, or significantly updated municipal facilities,
- Identify the maintenance measures and practices in place to maintain the storm sewer system (street sweeping, open channel and catch basin cleaning, and structural stormwater controls),
- Assist with developing a strategy to assess municipal facilities and record actions taken,
- Outline the City's protocol and documentation for responding to complaints and inspecting post-construction BMPs,



- Assist with implementing a strategy to train municipal field staff with respect to illicit discharge detection and elimination and pollution prevention and good housekeeping, and document the training,
- Identify procedures to document, investigate, and address illicit and non-stormwater discharges to the City's MS4 and controls implemented,
- Identify field screening activities to monitor priority outfalls,
- Create BMP inspection, SWMP training, and maintenance logs and schedules, as needed, to assist with future record keeping,
- Prepare current outfall maps and municipal facility location maps, as needed, and
- Update the 2019 and 2020 Annual Reports using the PCWP template and information provided by the City.

All services provided will be determined and performed solely at the discretion and direction of the City.

Based on anticipated services from previous discussions with City staff as outlined above for two reporting years (2019 and 2020), we estimate these services will require up to 120 hours. We propose to provide these services for a Not-to-Exceed fee of \$17,880.00. Our services will be performed using our established fee schedule that provides hourly rates for such services. We will monitor requested services relative to the estimated fee limits and notify the City in advance of any requests that may result in exceeding the fee limit identified herein.

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. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If this proposal is acceptable, or if there are questions or concerns about this proposal, please contact us at your convenience. We look forward to the opportunity to continue to provide assistance and value to the City on its projects.

Sincerely,


Jeffery A. Sockel, PE
Senior Vice President/Omaha Division Manager

Accepted:

_____	_____
	Date
_____	_____
Name	Title

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16f.
4/20/21

COUNCIL MEETING DATE: 4.20.21		SUBMITTED BY: City Administrator	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approve the first Addendum to the DMV Lease Agreement for the property located at 14402 Harlan Lewis Road.

SYNOPSIS/BACKGROUND:

The City and the DMV entered into a Lease Agreement for certain uses located at 14402 Harlan Lewis Road. This Lease Agreement Addendum extends the terms for one year with an expiration date of 4.30.22.

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 and authorize the Mayor to sign the Lease Addendum with the DMV.

ATTACHMENTS:



1. <input type="text" value="DMV Original"/>	2. <input type="text" value="Addendum #1"/>	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:



LEASE AGREEMENT - ADDENDUM # 1

This Lease Agreement - Addendum #1, hereinafter this "Addendum," by and between **City Of Bellevue**, as "Lessor," and **Department of Administrative Services, State Building Division**, as "Lessee," acting on behalf of **Department of Motor Vehicles**, as "Tenant Agency," for land located at:

**14402 HARLAN LEWIS ROAD
BELLEVUE NE 68005**

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement, commencing April 1, 2019 and ending March 31, 2021; and modified by the Commencement Date Agreement to change the commencement to May 1, 2019 and the expiration to April 30, 2021; and

WHEREAS, Lessor and Lessee desire to renew the Term of this Lease; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties amend this Lease, as follows:

AGREEMENT

1. As to Section **2 Term**, the Term of this Lease shall be renewed for a one (1) year renewal period commencing May 1, 2021 and ending on April 30, 2022.
2. **NO OTHER CHANGES**. Unless expressly amended hereby, all other terms and conditions contained in this Lease shall remain unchanged and in full force and effect, and are hereby ratified and confirmed. To the extent of any conflict between the provisions hereof and this Lease, the provisions of this Addendum shall govern and control and shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
3. **EFFECTIVE DATE**. This Addendum shall be effective as of May 1, 2021.
4. **ENTIRE AGREEMENT**. This Addendum constitutes the entire and integrated agreement between Lessor and Lessee relating to the subject matter of this Addendum and supersedes all prior understandings, agreements, or representations, between the parties, written or oral, to the extent they relate in any way to the subjects of this Lease.
5. **COUNTERPARTS**. This Addendum shall be executed in duplicate original, each of which shall be deemed to be an original, but both of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the day and year last below written.

LESSEE:

Doug Hanson, Director
Administrative Services, State Building Division

Date

LESSOR:

Lessor Authorized Signer
Lessor Name/Entity

Date

ACKNOWLEDGMENT

STATE OF NEBRASKA, COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2015 by Name, Title,
on behalf of Company, a State Limited Liability/Partnership/etc..

Affix seal here.

Notary Public Signature

14402 Harlan Lewis Rd, Bellevue, NE 68005
14402 Harlan Lewis Rd, Bellevue, NE 68005
14402 Harlan Lewis Rd, Bellevue, NE 68005
14402 Harlan Lewis Rd, Bellevue, NE 68005



**COMMERCIAL
LEASE PROPOSAL**

for

**The City of Bellevue, NE
at
14402 Harlan Lewis Rd, Bellevue, NE 68005**

March 1, 2019

The following Lease Proposal that is being offered on behalf of State of Nebraska DMV to the City of Bellevue, NE. This Lease Proposal contains the basic terms and conditions upon which Nebraska DMV ("Tenant") is interested in pursuing a lease arrangement with the City of Bellevue, NE ("Landlord") for space located at 14402 Harlan Lewis Rd, Bellevue, NE 68005 in Omaha, Nebraska.

- LOCATION:** 14402 Harlan Lewis Rd,
Bellevue, NE 68005
- TENANT:** Nebraska DMV
- LEASED PREMISES:** The proposed Leased Premises will consist of approximately 75,000 square feet of concrete parking, as depicted in Exhibit A.
- INITIAL LEASE TERM:** The Initial Lease Term will be for a period of two (2) years. Tenant shall have the option to terminate the Lease with one hundred and twenty (120) days written notice to Landlord implying their intent to terminate the Lease. At the end of the Initial Lease Term, Tenant agrees to notify Landlord of their intention to Terminate or Renew the Lease.
- COMMENCEMENT DATE:** The Commencement Date for the Lease Term is projected to be March 18, 2019. The exact commencement date will be mutually agreed upon between the Tenant and Landlord.
- RENTAL RATE:** The Rental Rate for the Leased Premises during the Initial Lease Term will be as follows:
- Years 1 - 2: \$900.00 per month
- The lease document will be defined as a full-service lease. Landlord shall remove snow and keep Leased Premises clean and clear of debris.
- SECURITY DEPOSIT:** Equal to the first month's rent to be paid at lease execution.
- RENEWAL OPTIONS:** There will be five (5), one (1) year renewal options following The Initial Lease Term. The renewal options must be exercised in writing 60 days prior to the end of the current term. The renewal rate for the renewal terms shall be the same as the Initial Lease Term. Landlord shall have to right to terminate this Lease Hold with one hundred and twenty (120) day notice to Tenant.





ADDITIONAL PROVISIONS: Tenant shall have the right to modify paint markings to suit needs.

REPRESENTATION: Tenant is represented in this lease transaction by Brayden Mussman & Colm Breathnach of Colliers International. In the event a lease is executed by and between Landlord and Tenant, Tenant's agent will receive, from the landlord, a real estate commission equal to three percent (3%) of the gross value of the lease.

Although this letter is intended to summarize the principal terms and conditions of the proposed transaction and contemplates a later execution of the lease document, neither this letter nor any action of the parties to date shall be deemed to indicate a binding agreement between parties. This letter reflects the Tenant's present intent regarding the terms and conditions of the proposed transaction and shall not be construed to create any legal rights or obligations between the Landlord and the Tenant. It is intended that all such legal rights and obligations will come into existence only when appropriate documentation has been executed.

Yours very truly,
Colliers International

Colm Breathnach

Colm Breathnach
Broker Associate

Brayden Mussman

Brayden Mussman
Associate

AGREED & ACCEPTED this __ day of _____, 2019.

By: _____
Title: _____



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

COUNCIL MEETING DATE: 04/20/2021	SUBMITTED BY: City Clerk	
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:

Recommendation to approve Special Fireworks Display

SYNOPSIS/BACKGROUND:

Application was received for a Special Fireworks Application for Twisted Thunder Fireworks to provide a special fireworks display for Schnakenberg Wedding on 5/21/2021 at dusk for approximately 5 minutes.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Recommendation to approve a Special Fireworks Application for Twisted Thunder Fireworks to provide a special fireworks display for Schankenberg wedding on 5/21/2021 at dusk for approximately 5 minutes.

ATTACHMENTS:



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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Bruce Robbins





City of Bellevue
Office of the City Clerk

1500 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3007

SPECIAL FIREWORKS EVENT
APPLICATION

Application must be filled out completely and returned to the City Clerk, a minimum of 7 day, prior to the City Council Meeting so item can be added to the City Council Agenda.

(Please Print Legibly)

Special Fireworks Event: Wedding → A View in Fontenelle Hills
1102 Country Club Ct.

Date of Event: 5/21/21

Time and Duration of Fireworks Display: Dusk. 3-5 minutes

Name of Contact Person: Ryan Steffen

Contact Person E-mail: ryan@twistedthunder.com

Contact Person Phone #: 402-689-1160 402-318-5227

Distributor License: Yes No

If so, Name of Distributor: _____


Signature

4.1.21
Date

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16h.
4/20/2021

COUNCIL MEETING DATE: 4.20.21	SUBMITTED BY: City Administrator		
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approve the Purchase and Sale Agreement for 13407 Spencer Circle in Bellevue, NE.

SYNOPSIS/BACKGROUND:

The City acquired property located at 13407 Spencer Circle in Bellevue, NE upon annexation.
The City wishes to convey the property to Aimee and Brant Hill in exchange for \$32,000.00 from the Buyers.

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 and authorize the Mayor to sign the Purchase and Sale Agreement.

ATTACHMENTS:

1. PSA	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. Breyer
[Signature]
[Signature]

PURCHASE AND SALE AGREEMENT

(This is a legally binding contract. If not understood, seek legal advice.)

Sage Capital Investments Broker

Buyer (whether one or more) agrees to purchase, and Seller agrees to sell, pursuant to the terms of this Purchase Agreement (this "Agreement"), the Property described as follows:

1. **Address:** 13407 Spencer Circle Bellevue NE 68123
2. **Legal Description (Property):** Lot 9, Tregaron Woods Replat 1 (PID# 011590658) (the "Property") , together with all (i) buildings, (ii) fixtures, (iii) improvements; (iv) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way and interests appurtenant to and which benefit the Property and/or the improvements and (vii) equipment permanently attached to the Property.
3. **Personal Property:** Not Applicable
4. **Conveyance:** Seller represents that it has good, valid and marketable title, in fee simple, and agrees to convey title to the Property to Buyer or its nominee by Special warranty deed, free and clear of all liens and encumbrances or special taxes levied or assessed. The Property will be conveyed free and clear of tenants in possession. The sale and purchase of the Property is subject to all applicable building codes and zoning laws, and other governmental laws and regulations.
5. **Assessments:** Seller agrees to pay any assessments for public improvements previously constructed, or ordered or required to be constructed by the public authority, but not yet assessed. Seller is not aware of any public improvements ordered or required to be constructed but not yet constructed.
6. **Purchase Price:** Buyer agrees to pay Thirty Two Thousand and no/100 Dollars (\$32,000.00)(the "Purchase Price") on the following terms: One Thousand and no/100 Dollars (\$1,000.00)(the "Deposit") deposited with Ambassador Title Services (the "Title/Escrow Agent") within three (3) business days after full execution of this Agreement. The Title/Escrow Agent will provide a receipt. In the event of refusal or failure of the Buyer to consummate the purchase, the Seller may, as its sole option, retain the Deposit as liquidated damages as Seller's sole remedy for failure to carry out the terms of this Agreement; it being the agreement of the parties that upon the happening of such event, the Seller may have sustained damages, the exact amount of which would not be easily ascertained and the Deposit is agreed by the parties to be equitable compensation to Seller for the actual loss which may have been sustained. The Deposit amount shall be credited against the Purchase Price subject to adjustment as set forth herein and the balance of the Purchase Price is to be paid in immediately available funds at Closing.
7. **Applicable Conditions:** This Agreement is conditioned upon the happening of each of the following events. If each of the same have not occurred within the time stated, this offer shall be null and void, and any Deposit promptly returned to Buyer.
 - A. **Financing:** Intentionally deleted.
 - B. **Environmental Hazards:** Buyer may, at its sole expense, cause an Environmental Study or Survey of the Property to determine any Environmental Hazards or Liabilities within forty-five (45) days after full execution hereof. Buyer will act in good faith to see that the study is diligently and expediently completed. When an Environmental Study or Survey of the Property is obtained by the Buyer, a copy of such Environment Study or Survey, together with all related documents, reports and test results shall be delivered to the Buyer and Seller. If hazardous defects are found by the Study, the Seller shall have the option to correct such defects, at its expense. If the Seller refuses or declines to correct the defects, then the Buyer may, at its option, waive the defects and complete the purchase of the Property. If the Buyer does not waive the defects and complete the purchase, then this Purchase Agreement shall terminate and the Deposit shall be promptly returned to Buyer. In the event that the Seller determines to correct such Environmental Defects, then the closing shall be postponed until such defects have been removed; providing further that if such Environmental Defects may not be cured within a reasonable period of time, then the Buyer may rescind this agreement and the Deposit shall be promptly returned to Buyer.
 - C. **Inspection:** Buyer shall have the right to make a complete inspection of the Property, all equipment and improvements thereon and all related systems including structural, HVAC, roofing, electrical and mechanical and review existing leases within forty-five (45) days after acceptance of this Agreement. In the event Buyer, in Buyer's sole discretion finds the condition of the Property, equipment, improvements or any related system unacceptable, Buyer may notify Seller in writing within said time period and terminate this Agreement and the Deposit will be returned in full.
 - D. **Survey:** The Buyer may obtain a current "as-built" survey, prepared by a registered land surveyor showing all improvements, easements and encroachments, adequate to satisfy the standard ALTA exclusions such that the same meets the minimum standard detail requirements for ALTA/ACSM Land Title Surveys for Urban Surveys (2016) within thirty (30) days after acceptance of this Agreement. Cost of the survey will be paid by Buyer. Buyer shall notify Seller in writing within fifteen (15) days after receipt of the survey if the survey discloses material items inconsistent with previous representations, in which case Buyer may terminate this Agreement and the Deposit will be returned to Buyer.
 - E. **Documentation:** Within ten (10) days following the effective date hereof, Seller shall deliver to Buyer copies of the following documents (Documents), if in Seller's possession or control.
 - i. surveys of the Property;
 - ii. environmental surveys, studies and notices;

- iii. any notices from governmental agencies received within the past number of years (numeric value) years regarding zoning, eminent domain, life safety or traffic; and
- iv. building plans

F. **Zoning:** Buyer, at Buyer's expense shall obtain Special or Conditional Use Permit, if needed, within forty-five (45) days after acceptance of this agreement. If said permit is not obtained within said time period either party may terminate this agreement by giving written notice to the other party and the Deposit will be returned to Buyer. Seller agrees to cooperate and sign any documents reasonably required to obtain said permit provided no change of zoning may be given effect until Closing.

8. **Taxes:** Urban Taxes: All consolidated real estate taxes which become delinquent in the year in which Closing takes place shall be treated as though all are current taxes, and those taxes shall be prorated as of the Closing Date, and all the prior years' taxes, interest, and other charges, if any, will be paid by Seller.

9. **Rents, Deposit and Leases, If Rented:** If the Property is subject to a lease or leases, Seller will assign all leases to Buyer at no cost to Buyer at Closing, and Buyer will assume all obligations under the leases. Copies of all current leases and any amendments and/or other documentation affecting the terms of the leases shall be provided to the Buyer within ten (10) days after execution of this Agreement, and original leases, amendments and other documentation in Seller's possession shall be delivered to Buyer at Closing.

10. **Title:** Within 10 days after the full execution of this Agreement (the "Effective Date"), Buyer shall obtain from Ambassador Title Services (the "Title Company") and deliver to Seller an A.L.T.A. commitment for a standard owner's policy of title insurance (the "Title Commitment") with respect to the Property issued by the Title Company, together with copies of all documents listed as an exception thereon. Buyer shall notify Seller within ten (10) days after receipt of any title objections and the curative steps requested by Buyer. If Seller is unable or unwilling to take such curative steps within thirty (30) days thereafter, Buyer may either (i) terminate this Agreement and receive a refund of the Deposit in which case neither party will have any further obligation to the other or (ii) waive the title objections and proceed to closing, subject to the other terms and conditions of this Agreement.

11. **Closing:** Subject to the terms and conditions of this Agreement, the closing of the transaction contemplated by this Agreement shall close (the "Closing") on or before ten (10) days after all of the contingencies in paragraph 7 contained herein have been satisfied or waived (the "Closing Date"). **Time is of the essence.** The Closing shall occur at a time mutually agreeable to Buyer and Seller on the Closing Date. Possession of the Property will be delivered on the Closing Date.

12. **Escrow Closing:** Buyer and Seller acknowledge and understand that the closing of the sale may be handled by the Title Company and that the Broker is authorized to directly Deposit or transfer the Deposit or any other funds it receives from Buyer or Seller pertaining to the Closing to the Title Company. After said transfer, Broker shall have no further responsibility or liability to Buyer or Seller for the accounting for said funds.

13. **Other Costs and Prorations:**

A. **State Documentary Tax:** The State Documentary Tax on the deed shall be paid by the Seller.

B. **Rents and Charges under Leases (if applicable).** All collected rent and other charges under any lease or leases will be prorated as of the Closing Date. If, as of the Closing Date, a tenant under any of the leases shall be delinquent in any payments required of it, then, to the extent Buyer shall receive from such tenant amounts in excess of the payments due Buyer, Buyer shall pay such amounts to Seller until Seller has received all payments to which Seller is entitled hereunder within ten (10) business days of receipt by Buyer; provided that Buyer shall only be obligated to make such payments to Seller after Buyer is fully paid for all amounts then due Buyer from such tenant. Seller shall have the right, prior to Closing, to effect a settlement or compromise directly with any tenant or tenants as to the amount of any or all payments due on or before the Closing Date, provided that such settlement or compromise shall not affect any rent or other sums attributable to any period on or after the Closing Date and such settlement or compromise shall not result in or include the credit or application of any security, utility, or other deposit to uncollected rent except if approved in writing by the Buyer. The provisions of this subsection shall survive Closing.

C. **Additional Amounts:** All other operating costs of the Property shall be allocated between Seller and Buyer as of the Closing Date, so that Seller pays that part attributable to periods of time prior to the Closing Date and Buyer pays that part of such costs attributable to periods of time from and after the Closing Date. Any and all utility deposits made by Seller shall be returned to or credited to Seller on the Closing Date. Seller shall transfer to Buyer at the Closing Date all security deposits and all prepaid rents and any amounts received from tenants toward real estate taxes and operating costs and not yet spent. To the extent that amounts to be apportioned under this Section 14(C) cannot be determined precisely on the Closing Date, calculations on the Closing Date will be made upon the basis of reasonable estimates of the amounts in question, and appropriate post-closing cash adjustments will be made between the parties within ten (10) business days after the actual amounts become known, and any payments due from one party to the other in connection therewith will be made promptly. The provisions of this subsection shall survive the Closing.

D. **Attorney's Fees:** Each of the parties will pay its own attorney's fees, except that a party defaulting under this Agreement or any of Seller's Closing Documents or Buyer's Closing Documents will pay the reasonable attorney's fees and court costs incurred by the non-defaulting party to enforce its rights regarding such default.

E. **Recording Costs:** Seller will pay the cost of recording all documents necessary to place record title in the condition required by this Agreement. Buyer will pay the cost of recording all other documents.

F. **Title Insurance:** Buyer and Seller will equally share the cost of an owners Title Insurance Policy. Buyer will be responsible for the cost of any endorsements or Lender's Policy requested by Buyer.

G. **Escrow Closing Fees:** Escrow closing fees charged by the Title/Escrow Agent shall be equally divided between Buyer and Seller.

14. **Wood Infestation:** Intentionally deleted.

15. **Smoke Detector:** Intentionally deleted

16. **Condition of Property:** Property is sold in an "as is" condition. Seller makes no representations as to the condition of the property.

17. **Environmental:** Except as otherwise disclosed to Buyer in writing, Seller represents to the best of the Seller's knowledge, information and belief, there are no conditions present or existing with respect to the Property which may give rise to or create environmental hazards or liabilities and there are no enforcement actions pending or threatened with respect thereto.

18. **As-is/Where-is:** Buyer acknowledges and agrees that Seller is selling and conveying to Buyer, and Buyer is accepting, the Property "AS IS, WHERE IS, WITH ALL FAULTS", except to the extent expressly provided in any document executed by Seller and delivered to Buyer at Closing. Except as expressly set forth in this Agreement, Buyer acknowledges that it has not relied and will not rely on, and Seller has not made and is not liable for or bound by, any express or implied warranties, representations or information pertaining to the Property furnished by Seller or any agent representing or purporting to represent Seller. Buyer represents that it is a knowledgeable, experienced and sophisticated purchaser of real estate and that, except as expressly set forth in this Agreement, it is relying solely on its own expertise and that of its representatives in purchasing the Property. Buyer further acknowledges that it will conduct such investigations and inspections of the Property as Buyer deems necessary and shall rely exclusively on the same.

19. **Agency:** The REALTOR(S) involved in this transaction are:
Colm Breathnach of Sage Capital Investments is acting as limited agent for Seller.

20. **Broker Compensation:** Buyer and Seller acknowledge that Colliers International is being paid a fee by Seller.

21. **Notice:** Any notice, or other communication which may or shall be given or served by Seller to or on Buyer, or by Buyer to or on Seller, shall be deemed to have been given or served on the date the same is deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid or given to a nationally recognized overnight courier service for next business day delivery and addressed as set forth below. The addresses set forth below may be changed at any time by the parties by notice given in the manner provided above.

If to Seller: City of Bellevue
Attn: James Ristow
1500 Wall Street
Bellevue NE 68005
Email: jim.ristow@bellevue.net

With a Copy to: Sage Capital Investments
Attn: Colm Breathnach
818 S 75th st
Omaha, NE 68114
cbreathnach@sagecapitalinvestments.com

If to Buyer: Attn: Aimee and Brant Hill
13405 Spencer Circle
Bellevue, NE 68123

22. **Enforceability:** If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof.

23. **Counterparts:** This Agreement may be executed in multiple counterparts, including but not limited to facsimile and electronic mail transmittal, and each shall be deemed to constitute an original for all purposes.

24. **Entire Agreement:** This Agreement contains the entire agreement between Seller and Buyer, and there are no other terms, conditions, promises, undertakings, statements or representations, either written or oral or express or implied, concerning the sale contemplated by this Agreement. This Agreement shall supersede any and all prior communications or agreements between the parties.

-
25. **Governing Law; Jurisdiction/Venue:** This Agreement shall be construed in accordance with the laws of the State of Nebraska.
26. **Authority/Representation/Warranty:**
- A. Buyer is duly and legally authorized to enter into this Agreement and Buyer's representative executing this Agreement is authorized to act on behalf of and bind Buyer to the terms of this Agreement.
- B. Seller is duly and legally authorized to enter into this Agreement and Seller's representative executing this Agreement is authorized to act on behalf of and bind Seller to the terms of this Agreement.
27. **Insurance:** Any risk of loss to the Property shall be borne by the Seller until title has been conveyed to the Buyer. In the event, prior to closing, the structure on the Property are materially damaged by fire, explosion or any other cause, Buyer shall have the right to rescind this Agreement, and Seller shall then refund the Deposit to Buyer. Buyer agrees to provide its own hazard insurance.
30. **Changes in Condition of Property:** There shall not have occurred prior to Closing, without Buyer's prior written consent (i) any change to title or survey matters previously reviewed, or (ii) any material changes to the condition of the Property or its occupancy or operations except as may be expressly provided for in this Agreement, including, without limitation any change of zoning or potential or threatened change of zoning of the Property, the commencement or potential commencement of a condemnation action affecting the Property or any violation of any law, regulation rule or ordinance relating to the Property or physical defects of the Property not known by Buyer prior to the Closing Date, and (iii) the discovery of Hazardous Substances in, under or on the Property.
31. **Assignment of the Purchase Agreement:** The Buyer shall have the privilege of assigning this agreement to any person, partnership, corporation, L.L.C. or L.L.P. prior to closing. Buyer shall deliver to Seller an executed copy of any such assignment in which event the Seller shall close the transaction with the Assignee of the Buyer.
32. **Access & Inspection:** Buyer or Buyer's agents have the right to enter upon the Property, at reasonable times in order to perform such investigations as Buyer deems necessary including without limitation soil tests and environmental audits. Buyer will promptly repair and restore any damages to the Property caused by such inspections. Buyer will not permit any liens or encumbrances to arise against the Property in connection with their investigation, and shall indemnify, defend and hold Seller harmless against any and all loss, liability and costs relating to Buyer's (or Buyer's agents, employees or representatives) entry and investigation of the Property.
-

ACCEPTANCE

The Seller accepts the foregoing proposition on the terms stated and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth, and acknowledges receipt of an executed copy of this Agreement except for the following modifications:

Witness: _____ Seller: City of Bellevue
Date:

By:

Print Name:

Its:

Street Address: _____ City: ___ ST: Zip: _ Phone:

BUYER RECEIPT AND ACCEPTANCE

Buyer acknowledges a fully executed copy of this Agreement and accepts Counter Proposal as set out above, if any.

Buyer: Aimee & Brant Hill

Date: April 8, 2021

By: Aimee Hill, Its: 

By: Brant Hill, Its: 

Addendum "A" to Purchase Agreement

**Notice to Buyer and Seller Regarding
Wire Fraud and Suspicious Communications**

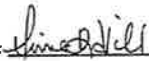
Please be aware that the Escrow Company under the attached Agreement may require a wire transfer of funds at Closing. Buyer and Seller should take care to provide wire transfer information only to a property agent of the Escrow Company. Funds should only be wired to the Escrow Company using account information provided by verified agents of the Escrow Company.

Recently, criminals have been found attempting to impersonate escrow companies and real estate agents in wire fraud schemes. Unauthorized individuals have been caught providing fraudulent wire transfer information to parties in real estate transactions. This could include a criminal contacting Buyer or Seller, directly or indirectly, in an attempt to steal funds that rightfully belong to the parties.

In the event that any party believes an unauthorized request has been made for bank account information or funds, the Escrow Company should be contacted immediately. The requests should be verified immediately in person or by telephone using a telephone number that is known to be valid. Parties should be especially skeptical of last minute changes or requests coming from unknown representatives.

In the event that funds are transferred to a fraudulent account, there may be no way to recover these funds from the criminals involved. For this reason, it is extremely important that the Buyer and Seller are vigilant and only provide wire transfer information to proper representatives of the Escrow Company. Please contact the Escrow Company directly if you have any questions.

Buyer: Aimee & Brant Hill Date:

By:
Aimee Hill, Its: 

By:
Brant Hill, Its: 

Date:

Seller: City of Bellevue

By: Name: _____, Its: _____

with the laws of the State of Nebraska.

Authority/Representation/Warranty:

Buyer is duly and legally authorized to enter into this Agreement and Buyer's representative executing this Agreement is authorized to act on behalf of and bind Buyer to the terms of this Agreement.

Seller is duly and legally authorized to enter into this Agreement and Seller's representative executing this Agreement is authorized to act on behalf of and bind Seller to the terms of this Agreement.

Insurance: Any risk of loss to the Property shall be borne by the Seller until title has been conveyed to the Buyer. In the event, prior to closing, the structure on the Property are materially damaged by fire, explosion or any other cause, Buyer shall have the right to rescind this Agreement, and Seller shall then refund the Deposit to Buyer. Buyer agrees to provide its own hazard insurance.

Changes in Condition of Property: There shall not have occurred prior to Closing, without Buyer's prior written consent (i) any change to title or survey matters previously reviewed, or (ii) any material changes to the condition of the Property or its occupancy or operations except as may be expressly provided for in this Agreement, including, without limitation any change of zoning or potential or threatened change of zoning of the Property, the commencement or potential commencement of a condemnation action affecting the Property or any violation of any law, regulation rule or ordinance relating to the Property or physical defects of the Property not known by Buyer prior to the Closing Date, and (iii) the discovery of Hazardous Substances in, under or on the Property.

Assignment of the Purchase Agreement: The Buyer shall have the privilege of assigning this agreement to any person, partnership, corporation, L.L.C. or L.L.P. prior to closing. Buyer shall deliver to Seller an executed copy of any such assignment in which event the Seller shall close the transaction with the Assignee of the Buyer.

Access & Inspection: Buyer or Buyer's agents have the right to enter upon the Property, at reasonable times in order to perform such investigations as Buyer deems necessary including without limitation soil tests and environmental audits. Buyer will promptly repair and restore any damages to the Property caused by such inspections. Buyer will not permit any liens or encumbrances to arise against the Property in connection with their investigation, and shall indemnify, defend and hold Seller harmless against any and all loss, liability and costs relating to Buyer's (or Buyer's agents, employees or representatives) entry and investigation of the Property.

Witness: Margaret M. Dale

Date: April 8, 2021

Buyer: Aimee & Brant Hill

By: Aimee Hill, Its: Aimee Hill

By: Brant Hill, Its: Brant Hill

13405 Spencer circle City: Bellevue ST: NE Zip: 68123 Phone: 281-796-5444