

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

Tuesday, June 15, 2021 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Bryan Rice, Christ the King Lutheran Church, 7308 South 42nd Street.
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 May 27, 2021 Planning Commission Minutes.
 2. (*) Approval of the June 1, 2021 City Council Minutes.
 3. (*) Acknowledge Receipt of April 13, 2021 Tree Board Minutes.
6. +++ (*) APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS:
 - a. +++ Item deleted
8. ORGANIZATIONAL MATTERS:
 - a. (*) Recommendation to approve the appointment of Ralph Gladbach to the Bellevue Bridge Commission, to serve the remaining term of George Graham, ending August, 2022. (Mayor)
9. APPROVED CITIZEN COMMUNICATION: None
10. LIQUOR LICENSES: None
11. ORDINANCES FOR ADOPTION (3rd reading):
 - a. Ordinance No. 4038: An ordinance to reflect pay ranges for employees of the City that are covered under approved collective bargaining agreements and those positions that are unclassified. (HR Director)
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
 - a. Ordinance No. 4039: An ordinance to amend Article I, Chapter 20, of the Bellevue Municipal Code by adding a new Section 20-14 regarding the use of certain medians being prohibited. (Councilman Stinson)
13. ORDINANCES FOR INTRODUCTION (1st reading):
 - a. Ordinance No. 4040: Request to rezone Lot 1, 370 Square Replat Six, being a replat of Lots 1 and 2, 370 Square Replat IV, from BG to RG-8-PS for the purpose of multi-family residential development. Applicant: Sage Capital, LLC. General Location: 36th Street and Lexington Avenue. (Planning Manager)
 - b. Ordinance No. 4041: To make unlawful and set a penalty for those charged with violation of city ordinance, been issued a citation and who fail to appear or refuse to appear in Court and give the City Attorney an avenue to obtain a warrant for defendants who continuously or repeatedly fail or refuse to appear in Court. (Legal Department)
 - c. +++ Ordinance No. 4042: An ordinance to amend Chapter 7 of the Bellevue Municipal Code pertaining to bicycles. (Police Department)
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
 - a. Request for a Conditional Use Permit for Lot 10, Nob Hill, for the purpose of caregiver services to independent seniors. Applicant: Gloria Pettigrew-Fletcher. Location: 2208 Virginia Avenue. (Planning Manager)
15. RESOLUTIONS:

a. Resolution No. 2021-18: A resolution authorizing the Mayor and City Treasurer to open account(s) in the name of the City of Bellevue; to sign and endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with the financial institution(s) and authorize Mayor to sign. (Finance Director)

b. +++ Resolution No. 2021-19: Moratorium on acting upon applications for any permits, zoning approvals, or zoning changes for any proposed Solar Plants and any related power generation facilities and authorize the Mayor to sign. (City Administrator)

16. CURRENT BUSINESS:

a. * Approve Addendum to Electronic Government Service Level Agreement with NIC Nebraska and the Nebraska State Records Board, allowing citizen online permitting with the Permits Department. (Chief Building Official)

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

c. Approve and authorize the City Council President to sign the 2020 CDBG Subrecipient Agreement with MRH Land, LLC for the First City Tavern Improvement Project, in an amount not to exceed \$45,000.00. (CDBG Program Specialist/Finance Director)

d. Recommend approval to place a metal roof over a portion of the existing dock at American Heroes Park, in an amount not to exceed \$22,500.00. (City Administrator)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(Monthly reports are give at the first Council Meeting of each month - June report will be attached to July 6th Council Packet).**

18. CLOSED SESSION:

19. ADJOURNMENT

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Bellevue Planning Commission Meeting, May 27, 2021, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, May 27, 2021 at 7:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Casey, Perrin, Aerni, Ritz, Ackley, Hankins, Cutsforth, and Jacobson. Absent was Cain. Also present were Tammi Palm, Planning Department Manager, and Angela Curry, Assistant Planning Manager.

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

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

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

Ritz asked if there were any updates or additions to staff reports. Palm advised there was an email from A. J. Gutoski stating opposition to Agenda Item 3.a. She stated a copy was given to the Commission members and placed on the table in the foyer for the public.

Motion was made by Jacobson, seconded by Casey, to accept into the record all staff reports, attachments, memos, and handouts regarding each application including the email from A.J. Gutoski. Upon roll call, all present voted yes. Motion carried unanimously.

Ritz explained the public hearing procedures

PUBLIC HEARING was held on a request for a conditional use permit for Lot 10 Nob Hill, located in the Northwest ¼ of Section 23, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, for the purpose of caregiver services to independent seniors. Applicant: Gloria Pettigrew-Fletcher. General Location: 2008 Virginia Avenue. Case#: CUP-2102-02.

Ritz asked staff for an update. Palm stated an email in opposition was received from A.J. Gutoski, 2007 Virginia Avenue. Concerns with traffic and having a commercial business in a residential neighborhood were cited. Palm stated the applicant Pettigrew-Fletcher is requesting a Conditional Use Permit to allow for the care and assistance of daily living to independent seniors. She said the property at 2008 Virginia Avenue is a three bedroom home and Pettigrew-Fletcher will have three to four patients. Palm stated the hours of operation would be 24 hours per day 7 days a week (24/7), with the following shifts: 7 a.m. to 3 p.m., 3 p.m. to 11 p.m., and 11 p.m. to 7 a.m. with one staff member per shift at all times. Palm stated staff would also include a physical therapist, speech therapist and other health professionals with the possibility of ten employees. Palm stated staff is concerned with parking for this type of use. She stated the neighborhood consists of homes built in the 1960's with an average size of 900 square feet to 1200 square feet with single car garages and driveways. Palm said street parking is allowed on the south side of Virginia Avenue and each home has individual mailboxes which further restrict parking in the area. Palm stated the applicant's driveway would comfortably fit four vehicles. She stated staff's concern is with a 24/7 business in a residential neighborhood and the ability to meet requirements of Sections 6.06.01, 6.06.02, and 6.06.05 of the Zoning Ordinance. Palm said these sections state the conditional use will not be detrimental to or endanger the public health, safety, moral, comfort or general welfare of the community; and also adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. She stated Ms. Pettigrew-Fletcher has taken steps to be licensed. Palm said if this type of occupancy is approved it would require a fire sprinkler, which the applicant is prepared to have installed. Palm said the Chief Building Official has stated the home must meet ADA (American Disabilities Act) regulations with this proposed change of occupancy.

Gloria Pettigrew-Fletcher, 3313 Joann Avenue, Bellevue, NE, was present. She stated she is aware of staff's parking concerns. Pettigrew-Fletcher stated the property has an extended driveway which was originally put in place for an RV (Recreational Vehicle) and creates two additional parking spaces. She stated staff would be able to transport each other to and from work to open up more parking. Pettigrew-Fletcher stated senior citizens want a family-type setting rather than a nursing home, therefore this type of business is needed and would benefit the community. Pettigrew-Fletcher said the services provided such as activities and transportation to doctor appointments would provide a better quality of life for the residents. Pettigrew-Fletcher said she feels this is her calling and is very passionate about this type of business since her own mother was placed in a nursing home after she had a stroke. She stated she has been providing this type of service since 2011 in private homes and care facilities. She stated she currently works closely with PT (physical therapy), OT (occupational

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therapy) and speech therapists.

Sharon Tate, 3814 Gayle Avenue, Bellevue, NE, stated this would be a great benefit to the community. Tate asked how many residents would be housed and if there would be medical professionals at the facility. Pettigrew-Fletcher stated there would be three clients at a time, and staff would include nurses, PT, OT, and speech therapists, all certified by the state.

Gwendolyn Williams-Jackson, 12805 S 29th St., Bellevue, NE stated she has known Ms. Pettigrew-Fletcher for twenty years and her passion has always been caring for other people. She stated she has also worked for Ms. Pettigrew-Fletcher. She said she feels the parking would not be a problem and the impact on the neighborhood would be minimal.

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

Casey asked Pettigrew-Fletcher if the purchase of the property was with the intent of this business. He asked if the guests of the residents would be allowed to visit at any time or would there be visiting hours. Pettigrew-Fletcher stated her intent in purchasing this property was for this type of business. She stated she would follow the CDC (Center for Disease Control) guidelines for visitation but would not have any specific visitation hours.

Aerni asked Pettigrew-Fletcher for the number of staff required for three to four residents. Pettigrew-Fletcher stated one staff is required. Aerni said at shift change there would be two cars and possible visitors would fill the driveway. Pettigrew-Fletcher stated the staff could be transported back and forth to work so that would leave room for guest parking.

Cutsforth asked Pettigrew-Fletcher if the residents would have vehicles that would be on site. Pettigrew-Fletcher stated no resident would need or have their own vehicle.

Ritz asked Pettigrew-Fletcher if the facility was under the jurisdiction of the DHHS (Department of Health and Human Services) and if so, have they approved the site. Pettigrew-Fletcher stated DHHS has a process requiring she first get the sprinkler and alarm systems installed for approval. Palm stated staff asked Ms. Pettigrew-Fletcher to hold off on installing the sprinkler system until after City Council approval. Ritz asked if the ADA regulations would be achievable for this site and would this be the first facility of this type for Ms. Pettigrew-Fletcher. Pettigrew-Fletcher stated ADA regulations would not be a problem and this would be her only facility at this time but she did intend to open others.

Hankins stated six years ago, he and his father looked for a facility like this for his mother who had Alzheimer's and there were none. He stated he applauded Pettigrew-Fletcher and felt the facility is needed in the community.

Ackley asked staff if the concerns regarding the parking are because Virginia Street is a busier street with one of the few curb cuts to Fort Crook Road and are there other concerns from a traffic and noise standpoint. Palm stated parking would be the main concern and if it would negatively affect the neighbors. She stated she had visited the site twice: once on a Monday morning and there were several vehicles parked on the street, and the second visit was on a Friday afternoon. Again, there were quite a few cars parked on the street. Palm said Virginia Street is a thoroughfare to Fort Crook Road and staff's concerns were if there could be a negative impact on the neighborhood with the applicant only having room to park four or five cars in the driveway. Ackley asked if there were other facilities like this in the community. Palm stated there have been similar facilities in a larger development zoned RG-20 (General Residential), but not in single family residential areas.

Discussion ensued regarding ADA bathrooms.

Jacobson asked if meal preparation would require a food service truck for deliveries to the site. Pettigrew-Fletcher stated she has a large van that would be used to pick up and deliver items needed for meal preparation or any other supplies needed. Discussion ensued regarding deliveries of supplies.

Cutsforth stated she recalled a group home in her neighborhood off Evergreen a few years ago. Palm said it is possible; however, the group home did not have city approval. Palm stated there has not been a group home application for that area that she recalls in the years she has been employed with the city.

Ackley asked if there were complaints regarding this Conditional Use Permit does the city have the

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authority to void the permit. Palm stated there is language in the Conditional Use Permit to regulate certain types of situations. Ackley asked Pettigrew-Fletcher if the three to four residents were required to make her business plan work. Pettigrew-Fletcher stated she is aware of the concerns regarding parking but the residents would not have their own transportation and with one staff member per shift and one or two families visiting, she does not see how that would create parking problems with a four car driveway. Palm stated staff does not have an issue with three seniors and one staff member but the likelihood of more staff because of PT, OT, Speech therapists or other medical professionals for the seniors is the concern. Discussion ensued regarding possible parking problems.

Casey asked staff at what point would a person in a residential setting need to come to the city for a Condition Use Permit to run a childcare facility out of their home. Palm stated childcare facilities are considered a home based business which would require the owner to reside in the home and would not require a Conditional Use Permit if they are watching eight or less children. Discussion ensued regarding traffic for a childcare facility. Pettigrew-Fletcher stated this home was at one time a childcare facility.

Discussion ensued regarding a trend of this type of business in the future.

Ritz stated he lives across the street from an elementary school, and is familiar with congestion from drop off and pick up times. He said this is a three-bedroom house and if purchased by a family with two kids who were driving, there would be four cars in the driveway. Ritz said the city needed to be proactive to any potential parking problems for the neighborhood. Discussion ensued regarding the city's options to ward off any parking problems and additional parking options.

Ackley asked staff if signage would be allowed. Palm stated signage would be allowed per the zoning ordinance.

Discussion ensued regarding the conditions of the Conditional Use Permit.

Ackley stated this was a good home based business in comparison to the previous daycare which would have generated more traffic in the peak hours of the day. He stated he did appreciate staff's traffic concerns.

Ritz asked staff if a limit of no more than four staff at any given time could be added to the Conditional Use Permit. Palm stated staff did not feel it was appropriate to add that limitation.

MOTION was made by Hankins, seconded by Cutsforth, to recommend APPROVAL of a request for a conditional use permit for Lot 10 Nob Hill, located in the Northwest ¼ of Section 23, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, for the purpose of caregiver services to independent seniors. APPROVAL of the application based upon the needs of the community and conformance with Article 6, City of Bellevue Zoning Ordinance. Upon roll call, six voted yes, Aerni and Jacobson voted no. MOTION carried.

This item will proceed to City Council for PUBLIC HEARING ON June 15, 2021.

PUBLIC HEARING was held on a request to rezone Lot 1, 370 Square Replat Six, being a replat of Lots 1 and 2, 370 Square Replat IV, from BG to RG-8-PS for the purpose of multi-family residential development, with site plan approval; and small subdivision plat Lot 1, 370 Square Replat Six, being a replat of Lots 1 and 2, 370 Square Replat IV, located in the Northeast ¼ of the Southeast ¼ of Section 32, T14N, R13E of the 6th P.M. Sarpy County, Nebraska. Applicant: Sage Capital, LLC. General location: 36th Street and Lexington Avenue. Case #'s: Z-2104-03, S-2104-07.

Ritz asked staff for an update. Palm stated this application is for two vacant lots located at 36th Street and Lexington Avenue. She stated to the north of the site it is primarily commercial development, and to the south there are multi-family residential and townhomes developed. Palm stated the application is to replat the two lots into one lot and change the zoning from commercial to multi-family residential with site plan approval, which will facilitate the two buildings on one lot. She stated the two buildings consist of 51 units with parking and landscaping requirements having been met. Palm stated the Public Works Department has reviewed the drainage plan and requested additional information but is comfortable with the plan as shown. Palm stated Planning staff has requested the developer cost share for a ten-foot-wide trail connecting to the existing trail to the south rather than a sidewalk. She stated the Comprehensive Plan designates this area as an activity center, which is defined as a live, work, play area. Palm stated this development falls in line with those definitions so staff is recommending approval of this application.

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Brian Akert, 119 S 49th Avenue, Omaha, NE, was present on behalf of Sage Capital, LLC. Brian stated the area has not been developed because of easements running across the site and Lexington Avenue not being connected to 36th Street. He stated there would be two structures: one with twenty-six units, and one with twenty-five units and some resident amenities.

Sharon Tate, 3814 Gayle Avenue, Bellevue, NE, stated concerns for the traffic at 36th Street and Lexington Avenue and at the entrance to the businesses on the east side of 36th Street. She said those intersections are a nightmare with accidents happening all the time. Tate asked if there were plans to add a traffic signal at those intersections. Palm stated currently there is a traffic signal at the Gayle Avenue and Blaine Avenue intersection, and at Hwy 370 and 36th Street. She stated no additional traffic signals are planned at this time. Palm said 51 multi-family units would generate less traffic than a commercial development as currently zoned. Palm stated from an engineering perspective, traffic will not be worse with this development. She stated with the 36th Street improvement project the hope is the traffic situation will improve. Tate stated she avoids the morning traffic in the area. Palm said the best route would be the signal at Gayle Avenue and Blaine Avenue. Tate stated the signal at that intersection takes a long time to change. Palm stated she could have the Public Works Department check the timing on the signal.

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

Ackley asked staff if the 36th Street improvement would end at Gayle Avenue. Palm stated yes because Blaine/Gayle to Hwy 370 is already four lanes. Discussion ensued regarding signals.

Jacobson stated when the 36th Street project is completed the traffic will move faster through that area and clear up some congestion.

Aerni asked if the Public Works Department would require a traffic study. Palm stated if the Public Works Department requires a traffic study, it is requested in the pre-application process. A study was not required for this project.

MOTION was made by Jacobson, seconded by Aerni to recommend APPROVAL of a request to rezone Lot 1, 370 Square Replat Six, being a replat of Lots 1 and 2, 370 Square Replat IV, from BG to RG-8-PS for the purpose of multi-family residential development, with site plan approval: and small subdivision plat Lot 1, 370 Square Replat Six. APPROVAL based upon the lack of perceived negative impact to the surrounding neighborhood APPROVAL also based upon the positive impact of the development for the community. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING ON July 6, 2021.

Meeting adjourned at 8:14 p.m.



Dianna Van Horn
Planning Secretary

MINUTE RECORD

Bellevue City Council Meeting, June 1, 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 1st of June 2021, at 6:00 p.m. Present were Council Members Bob Stinson, Paul Cook, Jerry McCaw, Don Preister, Thomas Burns, and Kathy Welch.

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

PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Hike led the Pledge of Allegiance. Pastor William Johnson, Revival Tabernacle Church, 2226 Jefferson Street, gave the invocation.

OPEN MEETINGS ACT

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

APPROVAL OF THE AGENDA:

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

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Burns, seconded by Welch, to approve the consent agenda, consisting of the following items: Acknowledge Receipt of May 12, 2021 Board of Health Minutes; Approval of May 18, 2021 City Council Minutes; Approval of Claims; and Approve and authorize the Mayor to sign the NE Transportation Assistance Agreement with the NE Department of Transportation to receive reimbursement of funds for operational expenses of the Specialized Transportation Service, up to a maximum amount of \$136,210 in fiscal year 2021/2022.

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: None

ORGANIZATIONAL MATTERS: None

APPROVED CITIZEN COMMUNICATION: None

LIQUOR LICENSES: None

ORDINANCES FOR ADOPTION (Third Reading):

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 new Sections 6-24 through 6-27 regarding leash and muzzle requirements for pit bull breeds, breed ambassadors, proof of insurance, animal control authority's annual reporting to City Council and to provide an effective date was read for the third and final time.

Motion was made by Burns, seconded by Preister, to approve Ordinance No. 4037.

Council President Cook mentioned an email was received prior in the day by Mrs. Alicia James and sent to all Council members. He wanted to note that Ms. James requested it be part of public record.

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

ORDINANCES FOR PUBLIC HEARING (Second Reading):

Ordinance No. 4038: An ordinance to reflect pay ranges for employees of the City that are covered under approved collective bargaining agreements and those positions that are unclassified. (HR Director)

Ordinance No. 4038: An ordinance of the City of Bellevue, Nebraska, classifying the employees of the city; fixing the ranges of compensation of such employees; providing a pay range schedule; providing for publication in pamphlet form; repealing ordinance No. 3997; and providing for an effective day was read by title only for the second time.

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

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

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

Mayor Hike stated the third and final reading of the ordinance will be heard at the Council meeting on June 15, 2021.

ORDINANCES FOR INTRODUCTION: (First Reading):

Ordinance No. 4039: An ordinance to amend Article I, Chapter 20, of the Bellevue Municipal Code by adding a new Section 20-14 regarding the use of certain medians being prohibited. (Councilman Stinson)

Ordinance No. 4039: An ordinance to amend Article I, Chapter 20, of the Bellevue Municipal Code by adding a new Section 20-14 regarding the use of certain medians being prohibited and providing for an effective date was read by title only for the first time and scheduled for a public hearing at the Council meeting on June 15th.

PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES:

Approval of Event Application of the Bellevue Community Foundation to host the Bellevue Rocks Riverfront Festival on Friday, August 13, 2021 from 4:00 p.m. to 1:00 a.m. on Saturday, August 14, 2021 and Saturday, August 14, 2021 from 4:00 p.m. to 1:00 a.m. on Sunday, August 15, 2021 at American Heroes Park. (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.

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

Motion was made by Stinson, seconded by Cook, to approve an Event Application of the Bellevue Community Foundation to host the Bellevue Rocks Riverfront Festival on Friday, August 13, 2021 from 4:00 p.m. to 1:00 a.m. on Saturday, August 14, 2021 and on Saturday, August 14, 2021 from 4:00 p.m. to 1:00 a.m. on Sunday, August 15, 2021 at American Heroes Park. 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 a Special Designated Liquor License (SDL) for the Bellevue Community Foundation to set up a beer garden at the Bellevue Rocks Riverfront Festival on Friday, August 13, 2021 from 4:00 p.m. to 1:00 a.m. on Saturday, August 14, 2021 and on Saturday, August 14, 2021 from 4:00 p.m. to 1:00 a.m. on Sunday, August 15, 2021 at American Heroes Park. (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.

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

Motion was made by Stinson, seconded by Burns, to approve a Special Designated Liquor License (SDL) for the Bellevue Community Foundation to set up a beer garden at the Bellevue Rocks Riverfront Festival on Friday, August 13, 2021 from 4:00 p.m. to 1:00 a.m. on Saturday, August 14, 2021 and on Saturday, August 14, 2021 from 4:00 p.m. to 1:00 a.m. on Sunday, August 15, 2021 at American Heroes Park. 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.

Recommend approval of Event Application for Kiwanis Club of Bellevue-Offutt for the Arrows to Aerospace Celebration on Friday, August 20, 2021 from 11:00 a.m. to 3:00 p.m. at the Senior Center and on Saturday, August 21, 2021 from 6:00 a.m. to 4:00 p.m., on Mission Avenue and Washington Park. (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.

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 Welch, seconded by Burns, to recommend approval of Event Application for Kiwanis Club of Bellevue-Offutt for the Arrows to Aerospace Celebration on Friday, August 20, 2021 from 11:00 a.m. to 3:00 p.m. at the Senior Center and on Saturday, August 21, 2021 from 6:00 a.m. to 4:00 p.m., on Mission Avenue and Washington Park. 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.

RESOLUTIONS:

Resolution No. 2021-15: A resolution designating the City Clerk or his/her designee as the agent to determine whether a special designated liquor license is to be approved or denied in accordance with established criteria and state statute as may be amended. (City Clerk/Administration)

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Motion was made by Cook, seconded by McCaw, to approve Resolution No. 2021-15: A resolution designating the City Clerk or his/her designee as the agent to determine whether a special designated liquor license is to be approved or denied in accordance with established criteria and state statute as may be amended. Roll call vote on the motion was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Resolution No. 2021-16: Approving the Amended Budget for the Sarpy County and Cities Wastewater Agency FY 2020-2021 Budget and authorize Mayor to sign. (Public Works Director)

Motion was made by Cook, seconded by McCaw, to approve Resolution No. 2021-16: Approving the Amended Budget for the Sarpy County and Cities Wastewater Agency FY 2020-2021 Budget and authorizing the Mayor to sign. Roll call vote on the motion was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Resolution No. 2021-17: Approving the proposed FY 2021-2022 Budget for the Sarpy County and Cities Wastewater Agency and authorize the Mayor to sign. (Public Works Director)

Motion was made by Cook, seconded by Welch, to approve Resolution No. 2021-17: Approving the proposed FY 2021-2022 Budget for the Sarpy County and Cities Wastewater Agency and authorizing the Mayor to sign. 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.

CURRENT BUSINESS:

Recommendation to approve the purchase of 12 portable radios from Motorola for the Police Department, in an amount not to exceed \$68,224.68. (Police Chief)

Motion was made by Welch, seconded by Stinson, to approve and authorize the purchase of 12 portable radios from Motorola for the Police Department, in an amount not to exceed \$68,224.68. 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.

Recommend approval of Memorandum of Understanding (MOU) with Bellevue Public School for renewal of School Resource Officer and authorize the Mayor to sign. (Police Chief)

Motion was made by Stinson, seconded by Preister, to approve the Memorandum of Understanding (MOU) with Bellevue Public School for renewal of School Resource Officer and authorize the Mayor to sign. 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.

Approve and authorize the Mayor to sign the Addendum to the original agreement with HDR Engineering, Inc. for the Bellevue South Lift Station - Phase 2 (renamed Brown River Lift Station) project, in an amount not to exceed \$235,600.00. (Public Works Director)

Motion was made by Burns, seconded by Preister, to approve and authorize the Mayor to sign the Addendum to the original agreement with HDR Engineering, Inc. for the Bellevue South Lift Station - Phase 2 (renamed Brown River Lift Station) project, in an amount not to exceed \$235,600.00. 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.

Approve and authorize the Mayor to sign the Addendum (Work Change Directive) with DIY Holding Company, LLC, increasing the original contract amount for the 2021 Concrete Pavement Rehabilitation Project, in an amount not to exceed \$123,000. (Public Works Director)

Motion was made by Cook, seconded by Welch, to approve and authorize the Mayor to sign the Addendum (Work Change Directive) with DIY Holding Company, LLC, increasing the original contract amount for the 2021 Concrete Pavement Rehabilitation Project, in an amount not to exceed \$123,000. 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.

Approve and authorize the mayor to sign the proposal from Heimer Corp. for the Fort Crook Road emergency CMP culvert replacement, in the amount not to exceed \$147,891.00, plus a 10% contingency in the amount of \$14,789.10, for a total project cost of \$162,680.10. (Public Works Director)

Motion was made by Welch, seconded by Burns, to approve and authorize the mayor to sign the proposal from Heimer Corp. for the Fort Crook Road emergency CMP culvert replacement, in the amount not to exceed \$147,891.00, plus a 10% contingency in the amount of \$14,789.10, for a total project cost of \$162,680.10. 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.

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

CLOSED SESSION: None

MINUTE RECORD

Bellevue City Council Meeting, June 1, 2021, Page 4

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 6:23 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 June 1, 2021; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.



Susan Kluthe, City Clerk

City of Bellevue

Tree Board

April 13, 2021 meeting minutes



President Jo Langabee called the April 13, 2021 Bellevue Tree Board meeting to order with the following members joining her on Zoom: Scott Evans, Don Preister, Holly Hofreiter, Nancy Scott, and Deborah Woracek. Jim Shada from Bellevue Parks & Rec. Dept. joined the meeting. Tom Mruz and Craig Kimball were excused.

Jo reminded all to send in their volunteer hours to Deborah.

Scott made a motion and Holly seconded it to approve the last month's minutes as submitted. All voted in favor. The motion was passed.

Park Report –

Jim reported that due to all the snow and other weather issues that all the Department has worked on was the removal of stumps (about 30) and fall seedlings. These were replaced with soil and reseeded. For the spring plantings, Jo ordered 27 trees and Jim will mark the locations in the chosen parks. He was asked to also have the wire fencing cut and the stakes prepared for each tree. Jim reported that he received a phone call from an Offutt AFB group of approximately 100 who would like to do some work in Hero's Park. Jo suggested our 2 mulching days planned in the evening. Jim said they usually have come during the day and Jo agreed that days and times could be changed to take advantage of this opportunity. Don mentioned that the rose gardens also could use some work. Jim said the City had mulched it last fall. Jo will coordinate with Jim and the group to have the mulch ready ahead of time. Nancy reminded all that they need to bring what tools they can with them. Jim was asked to thank the group from Offutt for thinking of helping us. They may be able to help us with weeding and mulching in other parks as well.

Old Business

Washington Park carvings will be tabled for now as there is no update.

No report on Invasive species actions was given at this time as Tom was not at the meeting.

Bellevue 411 –

Scott submitted two articles, one for March and one for April. Don reported that both had been posted to the media. Scott suggested he would write one on the invasive species Amur Honeysuckle and Autumn Olive.

NRD Tree Grant –

Jo ordered 27 trees with the \$2500 NRD Tree grant. She spent \$2497.50 of the amount given. Twenty-four of the trees will be planted at our Earth Day and Arbor Day events and the additional 3 Red Oak trees will be planted on City property. Jo will coordinate these events. Don mentioned that Doug Clarke wants to test the soil before we plant.

Winter Projects

Letterhead drawings status. Don reported the IT team would like cleaner, simpler lines to the logo for ease of reproduction. Nancy said to use maybe clip art. Holly suggested we use the simpler Earth Day tree that Green Bellevue is using for the Board that was from Nancy's drawing. **Holly will send a copy of the logo to us.**

Tree List – Holly sent the Board a draft of the tri-fold flyer for Earth Day. She also just found another list of invasive species put out by Arbor Day and may make some changes to the list. Scott suggested she put an asterisk by shrubs.

New Business

Arbor and Earth Day plans: Don reported that a Proclamation will be read at the April 20, 2021 Bellevue City Council meeting. He urged all to attend the 6pm meeting and that we should wear our Green Bellevue shirts. **Jo will attend to accept the Proclamation.**

The following Earth Day and Arbor Day events are planned at this time:

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

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

The mulch will be delivered to the south parking lot prior to these events.

Tree Pruning- Sat., April 24th, Bellevue West High School, 9:00am – Tom will oversee this event. Jo reported that Dr. Baden will provide students and that she will ask Craig for mulch for this event as well. Nancy said she can help that day. She reminded us to bring tools for the students to use.

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

Arbor Day Tree Planting-Sat., May 1st, Stonecroft Park, 9:00am. Jo said we will plant 11 not 12 trees because of the drainage in the park.

Arbor Day Tree Planting- Wed., May 5th, American Heroes Park, 9:00am we will be planting 13 trees. A discussion was held about where to place the mulch. **Jim will send Jo photos of the best place for the mulch to be delivered.**

New Business cont'd.:

Bee City USA status –

Don reported that a resolution from the Mayor was placed in the comprehensive plans for the City that all future expansions or new gardens will be pollinator gardens. Bellevue will be the first city in Nebraska declared a Bee City USA. This is a collaborative effort that includes Green Bellevue, Bellevue University, Fontenelle Forest, and the Bellevue Tree Board. Don suggested that all existing gardens as well as any potential desirable sites for future gardens be added to our tree inventory. Dr. Tyler Moore will work with Jo on this. **She will send him what gardens are already in the inventory.**

Monthly timeline with duties –

Jo asked Deborah to read the rest of the timeline for the year as in our guidelines. Since we are planting this spring, we will not need to have a tree planting in the fall. It was decided to not have a meeting in May as we will be busy with the scheduled events. Meetings will possibly not be held in July or August. However, we will meet in June. Deborah suggested we meet in person and have the meeting outside. She suggested we consider Washington Park in the gazebo.

Other New Business

Bob Langabee attended the Bellevue Garden Club meeting and realized the Garden Club members are not aware of Bellevue having a Tree Board or of Green Bellevue. Jo has made a draft of a PowerPoint program that could be presented to other groups who may be interested in what we do. Jo showed the slides to the Board and Don helped with editing it. All thanked Jo for making the slide show. **She will add photos from some of this year's events.**

Don reported he had a phone call from a concerned citizen about a letter from the city about his Ash tree that is near the right of way. Scott reported that Douglas County sent out the letters as an educational tool to simply let folks know that they had an Ash tree and what their options were for treatment. It was intended to inform them they could treat or not treat as we do have a threat of EAB and that it is in the area.

Don made a motion to adjourn the meeting with Scott seconding the motion. All were in favor. The meeting was adjourned. Our next meeting will be June 8, 2021, hopefully in person and outside!

Respectfully submitted,

Deborah Woracek, Secretary

Bellevue Tree Board

Tentative Agenda for June 8, 2021

Attendance

Volunteer Hours

Approve Minutes of April meeting

Park Report – Jim

Old Business

- Washington Park carvings

- Report on Invasive species

- Bellevue 411 – articles

- NRD Tree grant

- Earth Day Activities Review

- Bee City USA status – Don

Winter Projects

- Letterhead drawings status

- Tree List – Holly

- Invasives flyers

New Business

- New Tree USA sign

- Tree inventory – bushes and Honey Locust

- New parks

- Spraying for Ailanthus & Honeysuckle

- Cutting down trees – harvesting wood

- Monthly timeline with duties

MINUTE RECORD

CLAIMS FOR JUNE 15, 2021

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MAYOR

U.S. CELLULAR	MONTHLY SERVICE 2021/05/04-2021/06/03	52.99
		<u>\$ 52.99</u>

CITY ADMINISTRATOR

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	85.54
SPARTAN NASH STORES, LLC	CPS-DRINKS FOR OFFICE, SUPPLIES FOR LEADERSHIP	77.89
U.S. CELLULAR	MONTHLY SERVICE 2021/05/04-2021/06/03	199.98
US BANK VOYAGER FLEET SYSTEMS	CPS-FUEL FOR CITY VEHICLES-MAY 2021	204.35
		<u>\$ 567.76</u>

CITY COUNCIL

DON PREISTER	REIMB INTERNET SERVICE 2021/05/04-2021/06/03	59.99
		<u>\$ 59.99</u>

LEGAL SERVICES

AMAZON.COM, LLC	CPS-OFFICE SUPPLIES	146.28
DROP BOX	CPS-LEGAL FEES	19.99
ERICKSON & SEDERSTROM, PC	PROF SVCS-MAIN ST PROPERTIES	36,148.00
JIMMY JOHNS	CPS-BUSINESS LUNCH	22.00
NEBRASKA.GOV	CPS-E-FILING	28.00
PACER	CPS-E-FILING ELECTRONIC RECORDS	41.80
U.S. CELLULAR	MONTHLY SERVICE 2021/05/04-2021/06/03	90.99
		<u>\$ 36,497.06</u>

CABLE ADVISORY

COX BUSINESS SERVICES	MONTHLY SERVICE 2021/05/19-2021/06/18	9.04
U.S. CELLULAR	MONTHLY SERVICE 2021/05/04-2021/06/03	49.99
		<u>\$ 59.03</u>

CITY CLERK

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	54.89
GRETN A GUIDE & NEWS	LEGAL AD	333.48
		<u>\$ 388.37</u>

FINANCE/RISK MANAGEMENT

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	133.87
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
LEAGUE OF NEBRASKA MUNICIPALITIES	VIRTUAL ACCOUNTING CONFERENCE REGISTRATIONS	745.00
NEBRASKA BOARD OF PUBLIC ACCOUNTANTS	CPS-MEMBERSHIP RENEWAL-SEVERSON	70.00
PAY-LESS OFFICE SUPPLY	OFFICE SUPPLIES-PAPER	279.90
U.S. CELLULAR	MONTHLY SERVICE 2021/05/04-2021/06/03	55.03
		<u>\$ 1,313.80</u>

LIBRARY

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	62.50
COLLABORATIVE SUMMER LIBRARY PROGRAM	PROGRAM SUPPLIES	114.25
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/04/23-2021/05/22	107.39
INGRAM LIBRARY SERVICES	BOOKS	2,771.18
LEO A DALY COMPANY	LIBRARY RENOVATION THRU MAY 21, 2021	38,717.30
LIBRARY IDEAS	BOOKS	377.55

MINUTE RECORD

CLAIMS FOR JUNE 15, 2021

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LIBRARY (cont'd)

MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE 2021/04/28-2021/05/30	15.56
OCLC INC	MONTHLY CATALOGING-JUN 2021	1,357.52
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/04/20-2021/05/19	1,612.47
RUFF WATERS	AQUARIUM MAINTENANCE-APR 2021	90.98
SCOTT WELCH	MONTHLY WEB HOSTING-JUN 2021	125.00
TECHSOUP	CPS-RENEWAL FOR ZOOM MONTHLY MEETINGS	57.00
VERIZON WIRELESS	MONTHLY SERVICE 2021/04/17-2021/05/16	400.10
ZOOM VIDEO COMMUNICATIONS INC	CPS-ZOOM MONTHLY MEETINGS	240.59
		<u>\$ 46,049.39</u>

ADMINISTRATIVE SERVICES

CAKE EXPRESSIONS	CPS-REFRESHMENTS FOR RETIREMENT-RABBASS	134.82
CANTH AWARDS	CPS-AWARD FOR RETIREMENT-RABBASS	63.13
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE 2021/05/01-05/31	141.36
U.S. CELLULAR	MONTHLY SERVICE 2021/05/04-2021/06/03	82.40
US BANK VOYAGER FLEET SYSTEMS	CPS-FUEL FOR CITY VEHICLES-MAY 2021	2,022.05
		<u>\$ 2,473.76</u>

CODE ENFORCEMENT

CAPITAL BUSINESS SYSTEMS, INC	NEW CANON COPIER	3,025.00
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE 2021/05/01-05/31	155.69
NEBRASKA ARBORISTS ASSOCIATION	CPS-ARBORIST TRAINING-DAVIDSON, WOLD	700.00
PAPILLION SANITATION	CODE DUMPSTER	350.66
U.S. CELLULAR	MONTHLY SERVICE 2021/05/04-2021/06/03	78.27
US BANK VOYAGER FLEET SYSTEMS	CPS-FUEL FOR CITY VEHICLES-MAY 2021	470.28
		<u>\$ 4,779.90</u>

PUBLIC WORKS

MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE 2021/05/01-05/31	145.26
MIDWEST LABORATORIES	SHIPPING CHARGES FOR SOIL SAMPLE	13.00
ONE CALL CONCEPTS	MONTHLY LOCATES-MAY 2021	914.24
TOTAL TOOL SUPPLY, INC	GREEN MARKING PAINT	338.40
US BANK VOYAGER FLEET SYSTEMS	CPS-FUEL FOR CITY VEHICLES-MAY 2021	40.93
U.S. CELLULAR	MONTHLY SERVICE 2021/05/04-2021/06/03	318.50
		<u>\$ 1,770.33</u>

PARKS

ALEXANDER LAWN & LANDSCAPE, INC	ROW MOWING CYCLE 3	9,521.90
A-RELIEF SERVICES	PORTABLE RESTROOM-CITY PARKS	483.00
BLACKBURN MANUFACTURING	CPS-SUPPLIES	147.53
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	9.12
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/04/23-2021/05/22	214.78
CREATIVE SITES, LLC	INSTALL/POUR CONCRETE-ALL INCLUSIVE PLAYGROUND-STONECROFT PARK	203,331.00
FERGUSON ENTERPRISES INC #1657	GASKET	11.29
HGM ASSOCIATES INC	AHP AMPHITHEATER DESIGN TRHU 2021/05/15	1,309.72
HUGHES MULCH PRODUCTS	MULCH	1,400.00
J & J SMALL ENGINE SERVICE	NOTCHED BLADES, SCREWS, BUSHINGS	676.32
METROPOLITAN UTILITIES DISTRICT	IMPACT FEE-LOOKINGGLASS SPLASHPAD	32,225.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/04/20-2021/05/19	2,031.00
SITEONE LANDSCAPE SUPPLY	PLASTIC VALVES FOR FLOW CONTROL	185.80
THIELE GEOTECH	MATERIAL TESTING-LOOKINGGLASS SPLASHPAD	992.00
TREES SHRUBS AND MORE	PLANTS, TREES	4,544.00
U.S. CELLULAR	MONTHLY SERVICE 2021/05/04-2021/06/03	143.83
US BANK VOYAGER FLEET SYSTEMS	CPS-FUEL FOR CITY VEHICLES-MAY 2021	2,174.68
WALKERS UNIFORM RENTAL	UNIFORM SERVICE-2021/06/02	13.42
WESTLAKE ACE HARDWARE	TIES CABLE, OIL	41.57
		<u>\$ 259,455.96</u>

MINUTE RECORD

CLAIMS FOR JUNE 15, 2021

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RECREATION

AMERICAN FOODS GROUP	CONCESSION SUPPLIES	164.00
BELLEVUE EAST HIGH SCHOOL	YOUTH SPORT CAMP STAFFING	2,098.00
B&D DIAMOND PRO	BALL FIELD GROUND SUPPLIES	270.00
BRIANNE BARRETT	REFUND SWIMMING LESSONS	140.00
CHRISTINA BELL	REFUND SWIMMING LESSONS	35.00
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/04/23-2021/05/22	88.39
DEETT MOSHER	REFUND TENNIS REGISTRATION	20.00
DILLONS CUSTOMER CHARGES	CPS-SUPPLIES	5.00
MARIO LARIOS	REFUND MINI SOFTBALL	40.00
MEGAN REEDER	REFUND SWIMMING LESSONS	35.00
MENARDS	POWERWASH FOR POOLS	219.99
MIDWEST IMPRESSIONS	UMPIRE SHIRTS	385.00
SAMANTHA SPLICAL	REFUND SWIMMING LESSONS	70.00
U.S. CELLULAR	MONTHLY SERVICE 2021/05/04-2021/06/03	65.10
US BANK VOYAGER FLEET SYSTEMS	CPS-FUEL FOR CITY VEHICLES-MAY 2021	310.38
WESTLAKE ACE HARDWARE	POOL EQUIPMENT	83.95
		<hr/>
		\$ 4,029.81

BUILDING MAINTENANCE

AQUA-CHEM	CHEMICALS FOR POOLS, REGULATION SIGNS	162.00
FERGUSON ENTERPRISES INC #1657	PLUMBING SUPPLIES	89.37
HOTSY EQUIPMENT CO	PRESSURE WASHER PARTS, SERVICE CALL	1,344.57
HUSTAD COMPANIES - OMAHA	NEW ROOF OVER WALKWAY-1500 WALL ST	1,008.00
IDEAL PURE WATER COMPANY	BOTTLED WATER	30.00
INTERSTATE INDUSTRIAL SERVICE	BACKFLOW GAUGE CALIBRATION	110.00
JACKSON SERVICES, INC	DOOR MAT SERVICE-1500 WALL ST	83.40
KB BUILDING SERVICES	JANITORIAL SERVICES-JUN 2021	10,973.50
MENARDS	PLUMBING SUPPLIES, LUMBER, PLANTS, KNEE PADS, GLOVES TOOLS	1,398.98
MMC MECHANICAL CONTRACTORS, INC	ADD EMERGENCY STOP IN BOILER-1500 WALL ST	1,346.00
NEBRASKA STATE FIRE MARSHAL	ANNUAL ELEVATOR INSPECTION	120.00
OMAHA DOOR & WINDOW COMPANY	REPLACE DOOR HANDLES	137.17
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/04/21-2021/05/20	1,031.80
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES	202.54
TREES SHRUBS AND MORE	PLANTS	160.65
TRICO MECHANICAL SERVICES	A/C MAINTENANCE-MAINT SHOP, BALDWIN FIELD	1,321.67
US BANK VOYAGER FLEET SYSTEMS	CPS-FUEL FOR CITY VEHICLES-MAY 2021	508.12
U.S. CELLULAR	MONTHLY SERVICE 2021/05/04-2021/06/03	26.09
WESTLAKE ACE HARDWARE	POTTING MIX	31.98
		<hr/>
		\$ 20,085.84

CEMETERY

COX BUSINESS SERVICES	MONTHLY SERVICE 2021/04/23-2021/05/22	83.39
JAY WEST	SELL BACK 2 NICHES	1,200.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/04/20-2021/05/19	588.70
PULVERENTE MONUMENT COMPANY, LLC	RESET STONES	400.00
ROBERT EMBREY	SELL BACK 2 PLOTS	600.00
US BANK VOYAGER FLEET SYSTEMS	CPS-FUEL FOR CITY VEHICLES-MAY 2021	117.52
U.S. CELLULAR	MONTHLY SERVICE 2021/05/04-2021/06/03	49.99
WESTLAKE ACE HARDWARE	MULCH, BOLTS, BLOWER, TRIMMER	828.07
		<hr/>
		\$ 3,867.67

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STREETS

ALFRED BENESCH & COMPANY	2021 A/C RESURFACING 2021/04/12-2021/05/09	12,568.29
BUCKLEY CONSTRUCTION	RESET MANHOLE LID	2,300.00
CARROLL CONSTRUCTION SUPPLY	TOOTH 24 LUTE	294.29
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/04/23-2021/05/22	274.17
FELSBURG HOLT & ULLEVIG, INC	370 PRELIM DESIGN-2020/04/01-2021/04/30	32,984.28
INDEPENDENT SALT CO	SALT/SAND	4,775.55
LOGAN CONTRACTORS SUPPLY	FLAT SAW	4,625.00
MARTIN ASPHALT	BULK OIL	284.90
MENARDS	HAMMERS	38.97
MID-AMERICAN SIGNAL	STREET SIGNS-WASHINGTON, MISSION AVE, VIDEO CAMERAS, CHANNEL CARDS	14,305.50
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/04/20-2021/05/19	13,896.80
OMNI	2021 OVERLAY PROJECTS, ASPHALT	182,615.17
PRECISE MRM LLC	POOLED DATA PLAN	890.00
READY MIXED CONCRETE COMPANY	CONCRETE	16,801.29
US BANK VOYAGER FLEET SYSTEMS	CPS-FUEL FOR CITY VEHICLES-MAY 2021	3,759.10
U.S. CELLULAR	MONTHLY SERVICE 2021/05/04-2021/06/03	246.00
UTILITY EQUIPMENT COMPANY	HDPR PIPE W/BELL END	1,860.00
VOGEL TRAFFIC SERVICES	PAVEMENT MARKING	32,902.50
WALKERS UNIFORM RENTAL	UNIFORM SERVICE 2021-05-26	13.42
WILBUR ELLIS	HERBICIDE	1,034.00
		<u>\$ 326,469.23</u>

FLEET MAINTENANCE

911 CUSTOM, LLC	SIREN, LIGHT BAR FOR CRUISER	3,785.74
AUTO VALUE PARTS - SOUTH OMAHA	ALTERNATOR, BIO KLEEN	106.93
AUTOMOTIVE VIDEO INNOVATIONS, INC	CPS-YEARLY SUBSCRIPTION	1,690.00
BAUM HYDRAULICS CORP	2 BOLT FLANGE UNIT	21.47
BAXTER CHRYSLER DODGE JEEP	TIMING CHAIN, SPROCKET, GASKET, SEAL, HOSES	573.05
BOBCAT OF OMAHA	TIRES, FILTERS	1,094.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	42.42
CORNHUSKER INTERNATIONAL TRUCKS	SENSOR	64.45
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/04/23-2021/05/22	107.39
DANIELSON / TECH SUPPLY	TIRE LUBE PASTE	79.90
FACTORY MOTOR PARTS CO	FILTER, GEAR LUBE	39.98
FARM PLAN	CLAMP, PISTON, RESERVOIR, SEAT ADJ KIT	438.02
GRAINGER	ROCKER SWITCHES	8.02
INDOFF	OFFICE SUPPLIES	144.69
INTERSTATE BATTERIES	BATTERIES FOR VEHICLES	627.71
INTERSTATE POWER SYSTEMS, INC	AIR COMPRESSOR	16,235.00
J & J SMALL ENGINE SERVICE	RIM, TANK CAP	261.46
JIM HAWK TRUCK TRAILERS	PARTS, CARTRIDGES	400.25
LIONS AUTOMOTIVE, I NC	RE-UPHOLSTER ADMIN 4	300.00
MACQUEEN EQUIPMENT, LLC	DIRT SHOE RUNNERS	272.47
MENARDS	BATTERIES, ADAPTER, DOWEL	67.52
MICHAEL TODD & COMPANY	BOLT-ON BLADE, PLOW BOLTS	311.85
MRO SUPPLY	CPS-TIMKEN DRIVES	662.50
NAPA AUTO PARTS	FILTERS, MIRROR, FITTINGS, BELTS, ALTERNATOR	545.05
NEBRASKA IOWA INDUSTRIAL FASTENERS	EYELETS, CONNECTORS, FLANGE NUTS	300.53
NMC EXCHANGE LLC	HOSE ASSEMBLY, SEALS	49.54
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/04/20-2021/05/19	1,037.80
O'REILLY AUTOMOTIVE PARTS	MIRROR MOUNT	3.99
P&M HARDWARE	FUEL FILTER	6.99
PRECISE MRM LLC	MAGNET ANTENNA	56.28
TOOL SHED	VANE PACK FOR AIR DRILL	8.48
TY'S OUTDOOR POWER & SERVICE	PULLEY	30.85

MINUTE RECORD

CLAIMS FOR JUNE 15, 2021

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FLEET MAINTENANCE (cont'd)

U.S. CELLULAR	MONTHLY SERVICE 2021/05/04-2021/06/03	72.13
US BANK VOYAGER FLEET SYSTEMS	CPS-FUEL FOR CITY VEHICLES-MAY 2021	404.69
VERMEER EQUIPMENT OF NEBRASKA	CYLINDER	147.53
WALKERS UNIFORM RENTAL	UNIFORM SERVICE 2021-05-26	78.40
WESTLAKE ACE HARDWARE	FASTENERS	6.38
WHITAKER AUTO REPAIR	CPS-TEST FOR BRAKES	173.95
WOODHOUSE FORD SOUTH	UNIVERSAL JOINT	58.04
		\$ 30,315.45

SOLID WASTE

PAPILLION SANITATION	GLASS DISPOSAL/RECYCLING 2021/05/01-05/16	316.60
		\$ 316.60

PLANNING

HEARTLAND BIKE SHARE	BIKE SHARE CONSULTING SERVICES	53,668.00
GRETNA GUIDE & NEWS	LEGAL AD	21.65
PAPIO MISSOURI RIVER NRD	WATERSHED FEE, SO SARPY WATERSHED FEE, SO SARPY PARTNERSHIP DUES, PAPILLION CREEK WATERSHED PARTNERSHIP DUES	277,827.78
		\$ 331,517.43

PERMITS & INSPECTIONS

BELLEVUE PRINTING COMPANY	APPROVAL STICKERS	340.00
CARHARTT, INC	CPS-UNIFORMS-COOK, FOLLMER, RYBAR	496.37
INDOFF	COPY PAPER	79.98
J P COOKE COMPANY	STAMPS FOR NEW CODE ADOPTIONS	316.90
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	860.17
U.S. CELLULAR	MONTHLY SERVICE 2021/05/04-2021/06/03	307.61
US BANK VOYAGER FLEET SYSTEMS	CPS-FUEL FOR CITY VEHICLES-MAY 2021	952.74
		\$ 3,353.77

POLICE

ALAMO RENT-A-CAR	CPS-RENT A CAR FOR TRAINING-JASHINSKE	514.86
A-RELIEF SERVICES	PORTABLE RESTROOM-RANGE	126.00
AVERY L LOSCHEN	RENT FOR K9 BUILDING-JULY 2021	1,248.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	337.86
CARL M GRUBB	REIMB FOR ARMORER SUPPLIES	293.04
CONSOLIDATED MANAGEMENT CO	MEALS FOR TRAINING AT THE ACADEMY	415.66
CORNHUSKER AUTO WASH	BED BUG FUMIGATION	37.50
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/04/23-2021/05/22	184.99
DANKO EMERGENCY EQUIPMENT	COLLAPSABLE CONES	340.00
DESERT SNOW	CPS-CRIMINAL INTERDICTION TRAINING-AGUSTIN, COON	1,198.00
DIGITAL INTELLIGENCE, INC	CPS-FORENSIC WORK STATION SYSTEM-HOWELL	11,968.26
DOLAN CONSULTING GROUP	CPS-PTSD TRAINING-MEYERS	95.00
DON'S PIONEER UNIFORMS	HOLSTERS, RAIN COAT, UNIFORM PANTS	2,321.87
FAIRFIELD INN, WATERLOO, IS	CPS-LODGING FOR LOD FUNERAL-ABBOTT, BETSWORTH	210.60
FBINAA NEB CHAPTER	FALL CONFERENCE	105.09
FEDERAL EXPRESS CORPORATION	MAILING CHARGES	19.01
FIRST NATIONAL BANK OF OMAHA	SUBPEONA FEE	55.50
GALLO PROFESSIONAL POLYGRAPH SERVICES	POLYGRAPH SERVICE	1,750.00
HOLIAY INN-CEDAR FALLS, IA	CPS-LODGING FOR TRAINING-KEEFE, LARR	215.04
INFOSAFE SHREDDING	SHREDDING SERVICE	180.00
JACKSON SERVICES, INC	DOOR MAT SERVICE-BPD	148.80
JOHN E REID AND ASSOCIATES	CPS-INTERVIEW TRAINING-BAILEY, ALBRECHT, JENSEN,	2,200.00
JORDAN SPENCER	REIMB FOR SUPPLIES	81.94
LP POLICE	POLICE LOCATE PLAN FEE-MAY 2021	129.95

MINUTE RECORD

CLAIMS FOR JUNE 15, 2021

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POLICE (cont'd)

MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE 2021/05/01-05/31	469.09
MICROFILM IMAGING SYSTEMS	SERVICE AGREEMENT-MICROFILM 2021/06/01-	480.00
MOLLY COON	REIMB FOR PER DIEM FOR TRAINING	178.50
MOS EQUIPMENT	CPS-BLACK BOX LAB-PAGE	2,874.28
NEBRASKA LAW ENFORCEMENT TRAINING	PATROL RIFLE INSTRUCTOR-HARGISS	360.00
NICHOLAS GREINER	REIMB PER DIEM FOR SPECIAL CASE	178.50
NORTH AMERICAN RESCUE	TRAUMA BAGS	509.96
NORTHWEST PARKWAY	TOLL FEE	9.40
PUBLIC AGENCY TRAINING COUNCIL	CPS-CRIMINAL INVESTIGATION TRAINING-ALBRECHT, JIMERSON	1,050.00
SARPY COUNTY COURT HOUSE	DATA PROCESSING SERVICES-JUL TO SEPT 2021	2,798.55
SECRETARY OF STATE (SSND1)	NOTARY COMMISSION-RADIL	30.00
SECRETARY OF STATE (SSND)	NOTARY COMMISSION-SCHARES	30.00
SLEEP INN GRAND ISLAND	CPS-LODGING FOR TRAINING-SPENCER	152.68
SMITH DAVIS INSURANCE INC	SURETY BOND-GREINER	40.00
TIMOTHY MELVIN	REIMB AIR FARE FOR INVESTIGATIONS	1,134.60
TRAVELERS	CLAIM FRW0658	5,947.09
TRI-TECH FORENSICS, INC	FORENSIC TEST KITS	381.50
TYLER ANDAHL	REIMB PER DIEM FOR TRAINING	229.50
U.S. CELLULAR	MONTHLY SERVICE 2021/05/04-2021/06/03	3,883.31
US BANK VOYAGER FLEET SYSTEMS	CPS-FUEL FOR CITY VEHICLES-MAY 2021	12,095.90
WALMART-CAPITAL ONE	BPD RECRUIT ACADEMY CLOTHES	47.88
ZEB SIMONES	REIMB PER DIEM FOR SPECIAL CASE	788.73
		\$ 57,846.44

FIRE & RESCUE

AETNA BETTER HEALTH OF NEBRASKA	REIMBURSEMENT ID #675458090	105.79
AMAZON.COM, LLC	CPS-BICYCLE BAGS, BIKE PATROL SHIRTS, OFFICE SUPPLIES, PRINTERS	1,120.35
AVI SYSTEMS	4TH QUARTER BILLING 2021/06/10-2021/09/10	1,300.00
BLAINE A BAKER	REIMB FOR SERVICE	21.99
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	3,201.44
CHARLOTTE BERNSTEIN	REIMB FOR SERVICE	74.71
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/04/23-2021/05/22	576.95
DAVID RUZICKA	REIMB FOR SERVICE	143.83
EC DATA SYSTEMS, INC	CPS-SHARE OF FAX SERVER	7.95
ED M FELD EQUIPMENT CO	GAUGES FILLED, SCBA FILL	415.34
HORWATH LAUNDRY EQUIPMENT	WASHER AND DRYER REPAIR-DIST 3	684.75
JO DON'S	UNIFORM SHIRTS IMPRINT	650.00
MARGARET MEUSEY	REIMB FOR SERVICE	73.19
McKESSON MEDICAL-SURGICAL GOVT SOLUTIONS	MEDICAL SUPPLIES	226.97
MEDICARE	REIMBURSEMENT INV #8222100901103	350.01
MENARDS	BEDLINER, VIEWTAINER, TIMER, CLEANING SUPPLIES	371.39
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/04/20-2021/05/19	5,765.48
SARPY COUNTY COURT HOUSE	DATA PROCESSING SERVICES-JUL TO SEPT 2021	3,997.78
U.S. CELLULAR	MONTHLY SERVICE 2021/05/04-2021/06/03	841.60
US BANK VOYAGER FLEET SYSTEMS	CPS-FUEL FOR CITY VEHICLES-MAY 2021	7,695.27
ZOLL DATA SYSTEMS INC	FRMS/RMS QUARTERLY MAINT 2021/06/01-2021/09/14	2,522.25
ZOLL MEDICAL CORPORATION	MEDICAL SUPPLIES	2,368.68
ZOLL MEDICAL CORPORATION	RESQPOD ITD 10	1,848.00
		\$ 34,363.72

MINUTE RECORD

CLAIMS FOR JUNE 15, 2021

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NON-DEPARTMENTAL/CONTRACTS

AMERICAN NATIONAL BANK	BANK FEE	5.00
CENTURY LINK	MONTHLY SERVICE 2021-04/20-2021/05/19	512.62
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/04/23-2021/05/22	430.47
GOTOMEETING	CPS-MONTHLY CONFERENCE CALLS	17.12
PM AM CORPORATION	CPS-ALARM FEES 2021-APR	1,735.00
SARPY COUNTY COURT HOUSE	ANIMAL CONTROL-JULY 2021	13,452.93
SCOTT WELCH	CPS-MONTHLY WEB DESIGN MAINTENANCE-MAY 2021	125.00
		<u>\$ 16,278.14</u>

INFORMATION TECHNOLOGY

AMAZON.COM, LLC	CPS-CONNECTORS	8.55
DELL MARKETING L.P.	POWEREDGE T440 SERVER, MONITORS	4,061.41
GRAYBAR ELECTRIC	USB CHARGE PORTS	936.00
HEARTLAND BUSINESS SYSTEMS. LLC	MAINT AGREEMENT HBSFLEX SERVICES	6,600.00
HOSTGATOR.COM	CPS-MONTHLY DOMAIN MAINTENANCE-MAY 2021	69.95
SARPY COUNTY COURT HOUSE	DATA PROCESSING SERVICES-JUL TO SEPT 2021	23,927.87
TJ CABLE	LOCATES	250.00
U.S. CELLULAR	MONTHLY SERVICE 2021/05/04-2021/06/03	40.29
		<u>\$ 35,894.07</u>

WASTEWATER

BERT GURNEY AND ASSOCIATES	SEAL, O-RINGS, GASKET	209.49
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	23.95
CENTURY LINK	MONTHLY SERVICE 2021/05/13-2021/06/12	212.03
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/04/23-2021/05/22	83.39
ELLIOTT EQUIPMENT CO	SWIVEL PARTS	317.51
GRAINGER	MARKING PAINT, PUMP DIAPHRAGM	1,061.07
HDR ENGINEERING, INC	SO LIFT STATION ENGINEERING SVCS TO 2021/02/27	10,126.94
HDR ENGINEERING, INC	BELLEVUE SO LIFT STATION-2021/04/25-2021/05/22	19,144.71
HDR ENGINEERING, INC	SO LIFT STATION EVALUATION TO 2021/02/27	2,382.59
HDR ENGINEERING, INC	BELLEVUE SO LIFT STATION 2021/04/25-2021/05/22	1,352.51
MALLOY ELECTRIC	STATOR RE-WIND	224.55
MENARDS	MEETING SUPPLIES, PROPANE, GREASE, SUPPLIES	105.09
METRO LEASING	8735 LEASE-2021/05/24-JET TRUCK	22,836.87
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/04/20-2021/05/19	3,633.86
POSM SOFT LLC	CCTV POSM PROGRAM, COMPUTER RACK MOUNT	5,679.99
RJN GROUP INC	WHITTED SANITARY BASIN THRU 2021/05/21	5,787.50
U.S. CELLULAR	MONTHLY SERVICE 2021/05/04-2021/06/03	843.75
US BANK VOYAGER FLEET SYSTEMS	CPS-FUEL FOR CITY VEHICLES-MAY 2021	1,346.33
USA BLUE BOOK	PUMP CONTROLLER, SENSAPHONE AUTODIALERS	1,722.84
		<u>\$ 77,094.97</u>

COMMUNITY BETTERMENT

OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE TO 2021/05/24	100.16
		<u>\$ 100.16</u>

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CDBG CONSULTANT EXP 2021/05/19-2021/05/26	4,911.64
EASTERN NEBRASKA COMMUNITY**	CDBG FOOD DELIVERY	25,000.00
EASTERN NEBRASKA COMMUNITY**	CDBG FOOD PANTRY EXPANSION	27,706.79
		<u>\$ 57,618.43</u>

G.O. BONDS

AMERICAN NATIONAL BANK	BANK FEE	40.00
CHASE BANK	PUBLIC SAFETY ANTICIPATION BOND	129,862.50
		<u>\$ 129,902.50</u>

TOTAL CLAIMS FOR JUNE 15, 2021 \$ 1,482,522.57

TOTAL PAYROLL FOR MAY 28, 2021 \$ 1,025,833.35



City of Bellevue

Office of the Mayor

1500 Wall Street ♦ Bellevue, Nebraska 68005 ♦ (402) 293-3020

*8a.
06/15/2021

MEMO

To: Council President Paul Cook and Councilmember's
From: Mayor Rusty Hike
Subject: Appointment to the Bellevue Bridge Commission
Date: June 4th, 2021

Please consider the following for appointment to the **Bellevue Bridge Commission**

Ralph Gladbach
1708 Childs Rd E
Bellevue, NE 68005
402-980-6905

He will serve the remaining term of George Graham who recently resigned with a term ending August, 2022.

PERSONNEL/BACKGROUND INFORMATION

Ralph E. Gladbach, AIA, CSI

*Principal | Project Manager | Architect
GP Architecture, LLC*



Mr. Gladbach has over 35 years of experience in the architectural profession with experience in a wide range of project types. While a bulk of that project experience has been in the planning and construction of educational facilities, Mr. Gladbach has been involved with a wide range of various commercial, educational and multi-family projects over the span of his career

Mr. Gladbach has also been involved in all stages of these projects from initial facility planning through construction administration to provide the continuity of the knowledge of the planning that went into the facility through to the end of the project. Those aspects include initial conceptual design through cost estimating, contract document preparation, bidding/negotiation, and construction administration through project closeout.

Organizations/Civic

American Institute of Architects, Member

Construction Specifications Institute – Nebraska Chapter, Member/Past Chapter President

City of Bellevue Planning Commission – Past Member, Past Chair

City of Bellevue Design Review Board, Member/Vice-Chair

City of Bellevue Building Board of Review, Member

Bellevue Senior Community Center Board, Member, Current Board President

Bellevue Chamber of Commerce Board, Executive Committee Member

Bellevue Housing Authority Foundation Board, Member

Kiwanis Club of Bellevue, Member

Education

Bachelor of Science in Architectural Studies (BSAS), 1980 – University of Nebraska-Lincoln

Master of Architecture (MA), 1983 – Kansas State University, Manhattan, KS

Registration

NE, IA

NCARB Certificate Holder



COUNCIL MEETING DATE:	05/18/2021	AGENDA ITEM TYPE:	
SUBMITTED BY: Ashley Decker- HR Director	SPECIAL PRESENTATION		
	LIQUOR LICENSE		
	ORDINANCE	<input checked="" type="checkbox"/>	
	PUBLIC HEARING		
	RESOLUTION		
	CURRENT BUSINESS		
	OTHER (SEE CLERK)		

SUBJECT:

Compensation Ordinance

SYNOPSIS:

The compensation ordinance is updated as needed to reflect pay ranges for employees of the City that are covered under approved collective bargaining agreements and those positions that are unclassified. The ranges are based upon market rate research through a comparability study, as required by Nebraska State Statute.

FISCAL IMPACT:

Dependent on position

BUDGETED ITEM: YES NO

GRANT/MATCHING FUNDS YES NO

IF NO, EXPLAIN: N/A

IF YES, %, \$, EXPLAIN:

PROJECT NAME, CALENDAR AND CODING:

Project Name: _____

Expected Start Date: _____ Expected End Date: _____

CIP Project Name: _____

MAPA # and Name: _____

Street District # and Name: _____

Distribution Code: _____

GL Account #: _____ GL Account Name: _____

(Fund-Dept-Project-Subproject-Funding Source-Cost Center)

RECOMMENDATION:

Approve Compensation Ordinance 4038

BACKGROUND:

Outside of adding/removing new positions, the Compensation Ordinance was last updated in March 2018 in regards to adjusting for comparable pay ranges. The City completed their comparability study in April and is requesting the change in ordinance to align wages with that study.

ATTACHMENTS:

1	Ordinance No. 4038	4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL: _____

FINANCE APPROVAL: _____

LEGAL APPROVAL: _____

(Handwritten signatures and initials are present over the lines)

ORDINANCE NO. 3997-4038

AN ORDINANCE OF THE CITY OF BELLEVUE, NEBRASKA, CLASSIFYING THE EMPLOYEES OF THE CITY; FIXING THE RANGES OF COMPENSATION OF SUCH EMPLOYEES; PROVIDING A PAY RANGE SCHEDULE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM; REPEALING ORDINANCE NO. 39303997; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. The Mayor and Council do hereby find and adopt as classification of employees of the City of Bellevue and the ranges of compensation to be paid for such classification as follows:

A. Civilian Employees Association of Bellevue (Civilian Non-Management)
~~Effective December 11, 2017~~

<u>Grade</u>	<u>Range</u>
2	By Contract
3	By Contract
4	By Contract
5	By Contract
6	By Contract
7	By Contract
8	By Contract
9	By Contract
10	By Contract
11	By Contract
12	By Contract
13	By Contract

B. Bellevue Professional Management Association (Management and Professional)
~~Effective October 23, 2017~~

<u>Grade</u>	<u>Range</u>
14	By Contract
15	By Contract
16	By Contract
17	By Contract
18	By Contract
19	By Contract
20	By Contract

Section 2.	<u>Appointed Officials</u>	<u>Range (monthly)</u>
	City Administrator	By Contract
	City Clerk	\$5,347 - \$7,216 <u>\$5,665 - \$8,164</u>
	Treasurer	\$270 - \$354 <u>\$305 - \$385</u>

Section 2a.	<u>Unclassified</u>	<u>Range (monthly)</u>
	Accountant	\$ 3,748 - \$ 5,408
	Accounting & Reporting Manager	\$ 5,000 - \$ 7,065
	Ambulance Billing Account Manager	\$ 4,916 - \$ 6,492 <u>\$4,980 - \$6,684</u>
	Assistant City Attorney	\$ 6,848 - \$10,119
	Assistant Police Chief	\$ 7,823 - \$ 9,916
	City Attorney	\$ 8,204 - \$10,913 <u>\$8,750 - \$11,364</u>
	Community Development Director	By Contract
	Acctg, Reporting & Compliance and Control Manager	\$ 5,288 - \$ 7,445 <u>\$6,458 - \$ 9,032</u>
	Deputy Director Parks & Rec	\$ 6,235 - \$ 8,297 <u>\$ 5,935 - \$ 8,642</u>
	Finance Director	\$ 7,004 - \$ 10,338 <u>\$7,942 - \$ 11,248</u>
	Fire Chief	\$ 8,227 - \$ 10,608 <u>\$8,304 - \$ 11,534</u>
	Human Resources Coordinator	\$ 4,554 - \$ 6,066 <u>\$4,241 - \$ 6,488</u>
	Human Resources Director	\$ 6,363 - \$ 8,515 <u>\$7,108 - \$ 10,662</u>
	Human Services Manager	\$ 4,489 - \$ 6,053
	Manager of Engineering Services	\$ 6,480 - \$ 8,675 <u>\$7,353 - \$ 10,057</u>
	Library Director	\$ 6,412 - \$ 8,177 <u>\$7,190 - \$ 9,887</u>
	Paralegal	\$ 4,239 - \$5,678
	Planning Manager	\$ 5,288 - \$ 7,219 <u>\$6,315 - \$ 8,693</u>
	Police Chief	\$ 7,906 - \$ 10,734 <u>\$8,708 - \$12,012</u>
	Public Works Director	\$ 7,807 - \$ 10,465 <u>\$8,538 - \$11,813</u>
	Public Works Engineer II	\$ 5,645 - \$ 7,438 <u>\$6,238 - \$8,791</u>
	Risk Manager	\$ 4,719 - \$ 6,533 <u>\$5,562 - \$7,498</u>

Section 2b.	<u>Unclassified</u>	<u>Range (hourly)</u>
	CATV Specialist	\$ 18.77 - \$ 27.12 <u>\$22.09 - \$30.38</u>
	Executive Secretary	\$ 21.44 - \$ 29.23 <u>\$23.24 - \$31.66</u>
	Emergency Medical Services Supervisor	\$ 33.98 - \$ 46.82 <u>\$40.16 - \$51.56</u>
	Sr. HRIS/Payroll Specialist	\$23.90 - \$32.97

Section 2c. If the wages for the City Clerk and the employees listed in Section 2a, Section 2b and Section 5 are above the top step of the wage range for their position, their wage will be red-circled, or frozen, until the wage range catches up to them. Beginning October 1, 2022, in order to maintain competitive market pay, the wage ranges listed for City Clerk, Section 2a, Section 2b and Section 5 will be increased by 2% annually for the beginning and ending wage on October 1 of each year. Annually, on the employees' full-time date of hire anniversary (or date of promotion anniversary if applicable), employees may be eligible for an increase if the top rate of the wage range for their position increases to a higher rate than their current wage after the top rate is increased by 1.6% each anniversary year.

Section 3. Bellevue Police Officers Association
Effective October 1, 2018

<u>Job Classification</u>	<u>Range (hourly)</u>
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Police Officer	By Contract
Sergeant	By Contract

Section 4. Bellevue Police Command Staff Association
~~Effective October 1, 2018~~

<u>Job Classification</u>	<u>Range (hourly)</u>
Police Captain	By Contract
Police Lieutenant	By Contract

Section 5. Fire Command

<u>Unclassified</u>	<u>Range (monthly)</u>
Assistant Fire Chief	\$ 7,214 - \$ 8,926 <u>\$8,041 - \$ 10,482</u>

Section 5a. International Association of Firefighters Local 4906 (Fire Command Staff)
~~Effective January 22, 2018~~

<u>Job Classification</u>	<u>Range</u>
Battalion Fire Chief	By Contract
Fire Captain	By Contract
Firefighters	By Contract

Section 6. Seasonal:

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>		
\$9.00	\$9.25	\$9.50	\$9.75	\$10.00		
<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>		
\$10.25	\$10.50	\$10.75	\$11.00	\$11.25		
<u>K</u>	<u>L</u>	<u>M</u>	<u>N</u>	<u>O</u>		
\$11.50	\$11.75	\$12.00	\$12.25	\$12.50		
<u>P</u>	<u>Q</u>	<u>R</u>	<u>S</u>	<u>T</u>		
\$12.75	\$13.00	\$13.25	\$13.50	\$13.75		
<u>U</u>	<u>V</u>	<u>W</u>	<u>X</u>	<u>Y</u>		
\$14.00	\$14.25	\$14.50	\$14.75	\$15.00		
<u>Z</u>	<u>A-1</u>	<u>B-1</u>	<u>C-1</u>	<u>D-1</u>	<u>E-1</u>	<u>F-1</u>
\$15.25	\$15.50	\$15.75	\$16.00	\$16.25	\$16.50	\$16.75

Section 7. Part-Time Positions:

Part-Time Administrative Positions:

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
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\$18.04 \$18.67 \$19.32 \$20.00 \$20.70 \$21.42

Unclassified Part-Time Positions Range (hourly)
Part-Time Administrative Intern Position: \$9.00 to \$12.00

Section 7a. Bellevue Professional Firefighters Association (Part-Time Firefighters)
Effective January 8, 2018

Job Classification Range (hourly)
Firefighters By Contract

Section 8. That Ordinance ~~39973930~~ is hereby repealed.

Section 9. That payments based upon the above schedules for employees made prior to the effective date of this Ordinance are hereby ratified.

Section 10. That this Ordinance shall be published in pamphlet form.

Section 11. That upon the effective date of this ordinance, all legislative format shall be removed and the Ordinance placed in proper format with the approved amendments.

Section 12. That the ordinance shall be in full force and effect and after its passage, approval and publication according to law.

PASSED AND APPROVED THIS _____ day of _____, 202~~18~~19.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

ORDINANCE NO. 4038

AN ORDINANCE OF THE CITY OF BELLEVUE, NEBRASKA, CLASSIFYING THE EMPLOYEES OF THE CITY; FIXING THE RANGES OF COMPENSATION OF SUCH EMPLOYEES; PROVIDING A PAY RANGE SCHEDULE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM; REPEALING ORDINANCE NO. 3997; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. The Mayor and Council do hereby find and adopt as classification of employees of the City of Bellevue and the ranges of compensation to be paid for such classification as follows:

A. Civilian Employees Association of Bellevue (Civilian Non-Management)

<u>Grade</u>	<u>Range</u>
2	By Contract
3	By Contract
4	By Contract
5	By Contract
6	By Contract
7	By Contract
8	By Contract
9	By Contract
10	By Contract
11	By Contract
12	By Contract
13	By Contract

B. Bellevue Professional Management Association (Management and Professional)

<u>Grade</u>	<u>Range</u>
14	By Contract
15	By Contract
16	By Contract
17	By Contract
18	By Contract
19	By Contract
20	By Contract

Section 2.	<u>Appointed Officials</u>	<u>Range (monthly)</u>
	City Administrator	By Contract
	City Clerk	\$5,665 - \$8,164
	Treasurer	\$305 - \$385

Section 2a.	<u>Unclassified</u>	<u>Range (monthly)</u>
	Ambulance Billing Account Manager	\$4,980 - \$6,684
	Assistant City Attorney	\$ 6,848 - \$10,119
	Assistant Police Chief	\$ 7,823 - \$ 9,916
	City Attorney	\$8,750 - \$11,364
	Community Development Director	By Contract
	Acctg, Reporting & Compliance Manager	\$6,458 - \$ 9,032
	Deputy Director Parks & Rec	\$ 5,935 - \$ 8,642
	Finance Director	\$7,942 - \$ 11,248
	Fire Chief	\$8,304 - \$ 11,534
	Human Resources Coordinator	\$4,241 - \$ 6,488
	Human Resources Director	\$7,108 - \$ 10,662
	Human Services Manager	\$ 4,489 - \$ 6,053
	Manager of Engineering Services	\$7,353 - \$ 10,057

Library Director	\$7,190 - \$ 9,887
Planning Manager	\$6,315 - \$ 8,693
Police Chief	\$8,708 - \$12,012
Public Works Director	\$8,538 - \$11,813
Public Works Engineer II	\$6,238 - \$8,791
Risk Manager	\$5,562 - \$7,498

Section 2b. Unclassified Range (hourly)

CATV Specialist	\$22.09 - \$30.38
Executive Secretary	\$23.24 - \$31.66
Emergency Medical Services Supervisor	\$40.16 - \$51.56
Sr. HRIS/Payroll Specialist	\$23.90 - \$32.97

Section 2c. If the wages for the City Clerk and the employees listed in Section 2a, Section 2b and Section 5 are above the top step of the wage range for their position, their wage will be red-circled, or frozen, until the wage range catches up to them. Beginning October 1, 2022, in order to maintain competitive market pay, the wage ranges listed for City Clerk, Section 2a, Section 2b and Section 5 will be increased by 2% annually for the beginning and ending wage on October 1 of each year.

Section 3. Bellevue Police Officers Association

<u>Job Classification</u>	<u>Range (hourly)</u>
Police Officer	By Contract
Sergeant	By Contract

Section 4. Bellevue Police Command Staff Association

<u>Job Classification</u>	<u>Range (hourly)</u>
Police Captain	By Contract
Police Lieutenant	By Contract

Section 5. Fire Command

<u>Unclassified</u>	<u>Range (monthly)</u>
Assistant Fire Chief	\$8,041 - \$ 10,482

Section 5a. International Association of Firefighters Local 4906 (Fire Command Staff)

<u>Job Classification</u>	<u>Range</u>
Battalion Fire Chief	By Contract
Fire Captain	By Contract
Firefighters	By Contract

Section 6. Seasonal:

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>			
\$9.00	\$9.25	\$9.50	\$9.75	\$10.00			
<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>			
\$10.25	\$10.50	\$10.75	\$11.00	\$11.25			
<u>K</u>	<u>L</u>	<u>M</u>	<u>N</u>	<u>O</u>			
\$11.50	\$11.75	\$12.00	\$12.25	\$12.50			
<u>P</u>	<u>Q</u>	<u>R</u>	<u>S</u>	<u>T</u>			
\$12.75	\$13.00	\$13.25	\$13.50	\$13.75			
<u>U</u>	<u>V</u>	<u>W</u>	<u>X</u>	<u>Y</u>			
\$14.00	\$14.25	\$14.50	\$14.75	\$15.00			
<u>Z</u>	<u>A-1</u>	<u>B-1</u>	<u>C-1</u>	<u>D-1</u>	<u>E-1</u>	<u>F-1</u>	
\$15.25	\$15.50	\$15.75	\$16.00	\$16.25	\$16.50	\$16.75	

Section 7. Part-Time Positions:

Part-Time Administrative Positions:

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
\$18.04	\$18.67	\$19.32	\$20.00	\$20.70	\$21.42

Unclassified Part-Time Positions Range (hourly)
Part-Time Administrative Intern Position: \$9.00 to \$12.00

Section 7a. Bellevue Professional Firefighters Association (Part-Time Firefighters)

<u>Job Classification</u>	<u>Range (hourly)</u>
Firefighters	By Contract

Section 8. That Ordinance 3997 is hereby repealed.

Section 9. That payments based upon the above schedules for employees made prior to the effective date of this Ordinance are hereby ratified.

Section 10. That this Ordinance shall be published in pamphlet form.

Section 11. That upon the effective date of this ordinance, all legislative format shall be removed and the Ordinance placed in proper format with the approved amendments.

Section 12. That the ordinance shall be in full force and effect and after its passage, approval and publication according to law.

PASSED AND APPROVED THIS 15th day of June, 2021.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

First Reading: 05-18-2021

Second Reading: 06-01-2021

Third Reading: 06-15-2021

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12a.
06/15/2021

COUNCIL MEETING DATE: 06/01/2021		SUBMITTED BY: Councilman Stinson	
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 Article 1, Chapter 20, of the Bellevue Municipal Code by adding a new Section 20-14 regarding use of certain medians being prohibited.

SYNOPSIS/BACKGROUND:

An addition to the code that would help protect the health, safety, and welfare of pedestrians and drivers on medians that is not designed or suitable for pedestrian use and post signage on such medians.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="text" value="NO"/>	COUNTER-PARTY: <input type="text"/>	INTERLOCAL AGREEMENT: <input type="text" value="NO"/>
CONTRACT DESCRIPTION: <input type="text"/>		
CONTRACT EFFECTIVE DATE: <input type="text"/>	CONTRACT TERM: <input type="text"/>	CONTRACT END DATE: <input type="text"/>
PROJECT NAME: <input type="text"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
		INSURANCE REQUIRED: <input type="text" value="YES"/>
CIP PROJECT NAME: <input type="text" 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:

Approve Ordinance No. 4039 amending Article 1, Chapter 20, of the Bellevue Municipal Code by adding a new Section 20-14 regarding the use of certain medians being prohibited.

ATTACHMENTS:

1. Ordinance No. 4039	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:

Ann Mathen
Mary Stinson
[Signature]

ORDINANCE NO. 4039

AN ORDINANCE TO AMEND ARTICLE I, CHAPTER 20, OF THE BELLEVUE MUNICIPAL CODE BY ADDING A NEW SECTIONS 20-14 REGARDING THE USE OF CERTAIN MEDIANS BEING PROHIBITED 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 20-14 of Chapter 20, Article I of the Bellevue Municipal Code is hereby added to read as follows:

Section §20-14 USE OF CERTAIN MEDIANS PROHIBITED

In order to preserve and protect the health, safety, and welfare of all pedestrians, motor vehicle drivers, motor vehicle passengers, and other individuals who utilize the public rights-of-way within the city, it shall be unlawful for any person to access, use, occupy, congregate, or assemble on or about any median that is not designed or suitable for pedestrian use that has been posted with a sign pursuant to this section prohibiting such access, use, or occupancy. The public works director with the approval of the City Administrator may prohibit pedestrian access to or use or occupancy of any median that is not designated or suitable for pedestrian use and shall erect and post signage on such median prohibiting access to or use or occupancy upon such median prior to said act being declared unlawful.

(A) For purposes of this section:

- (1) "Median that is not designated or suitable for pedestrian use" shall mean any median within 200 feet of an intersection that is located on any higher speed or higher volume roadway, or any median within 200 feet of any intersection with a higher speed or higher volume roadway, within the city that is six (6) feet or less in width or that does not possess a flat cross-slope area regardless of width.
- (2) "Median" shall mean the area between two roadways of a divided street or highway measured from the edge of the travelled way to the edge of the traveled way including areas between traffic lanes for control and channelization of vehicular movements. Such an area may be physically defined by curbing, landscaping, or other physical obstacles to the area's use by motor vehicles.
- (3) "Flat" shall mean having a maximum difference in cross-sloe of eight and three-tenths percent or less throughout.
- (4) "Higher speed roadway" shall mean a roadway with a posted speed limit of 30 miles per hour or greater.
- (5) "Higher volume roadway" shall mean a roadway classified as a freeway, expressway, arterial, or collector on the Federal Functional Classifications Map as established by the Metropolitan Area Planning Agency (MAPA).

(B) It is an affirmative defense to a violation of this section that a person:

- (1) Was authorized by the city, state, or other political subdivision to access the median for maintenance, repair, or other municipal purposes.
- (2) Obtained a permit or license from the city, state, or other political subdivision to access the median to install, repair, maintain, or remove any utility, communication, cable, or other type of infrastructure.
- (3) Was a local, state, or federal law enforcement officer or first responder engaged in the performance of an official duty.
- (4) Was crossing the roadway within a marked or unmarked crosswalk and utilized the median as a temporary place of refuge for the exclusive purpose of avoiding moving vehicular traffic upon the roadway.

Section 2. This Ordinance shall take effect and be in full force after passage of the same.

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

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

First Reading: _____
Second Reading: _____
Third Reading: _____

City Attorney

DRAFT

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13a.
06/15/2021

COUNCIL MEETING DATE: 07/06/2021		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 Lot 1, 370 Square Replat Six, being a replat of Lots 1 and 2, 370 Square Replat IV, from BG to RG-8-PS for the purpose of multi-family development; and small subdivision plat Lot 1, 370 Square Replat Six. Applicant: Sage Capital, LLC, Brian Akert. General Location: 36th Street and Lexington Avenue.

SYNOPSIS/BACKGROUND:

Brian Akert, on behalf of Sage Capital, LLC, is requesting approval of a change of zone for Lot 1, 370 Square Replat Six, and small subdivision plat for Lot 1, 370 Square Replat Six, being a replat of Lots 1 and 2, 370 Square Replat IV, for the purpose of multi-family residential development. The applicant is requesting RG-8-PS zoning. The RG-8 zoning is to permit uses that are typical and compatible in the operation of apartment houses. The PS zoning overlay allows for the construction of multiple buildings on one lot, in addition to encouraging the creative design of new living areas. The property is currently vacant and covered in vegetation.

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 4040
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Sage Capital, LLC

Case #'s: Z-2104-03, S-2104-07

CITY COUNCIL HEARING DATE: July 6, 2021

REQUEST: to rezone Lot 1, 370 Square Replat Six, being a replat of Lots 1 and 2, 370 Square Replat IV, from BG to RG-8-PS for the purpose of multi-family residential development, with site plan approval; small subdivision plat Lot 1, 370 Square Replat Six, being a replat of Lots 1 and 2, 370 Square Replat IV.

On May 27, 2021, the City of Bellevue Planning Commission voted eight yes, zero no, one absent and zero abstained:

APPROVAL based upon the lack of perceived negative impact to the surrounding neighborhood.
APPROVAL also based upon the positive impact of the development for the community.

VOTE:

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

Planning Commission Hearing (s) was held on: May 27, 2021

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT #2

CASE NUMBERS: Z-2104-03
S-2104-07

FOR HEARING OF:
REPORT #1: May 27, 2021
REPORT #2: July 6, 2021

I. GENERAL INFORMATION

A. APPLICANTS:

Sage Capital, LLC
818 South 75th Street
Omaha, NE 68114

B. PROPERTY OWNERS:

Tb2005, LLC
c/o Tom Belford
1817 North 100th Street
Omaha, NE 68114

C. GENERAL LOCATION:

36th Street and Lexington Avenue

D. LEGAL DESCRIPTION:

Lot 1, 370 Square Replat Six, being a replat of Lots 1 and 2, 370 Square Replat IV.

E. REQUESTED ACTIONS:

1. Rezone Lot 1, 370 Square Replat Six, from BG to RG-8-PS with site plan approval.
2. Small Subdivision plat Lot 1, 370 Square Replat Six.

F. EXISTING ZONING AND LAND USE:

BG, General Business District/Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a rezoning and site plan for the construction of a 51-unit multi-family residential development.

H. SIZE OF SITE:

The site is approximately 2.54 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The property is presently vacant and covered in vegetation.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Commercial, BG (across Lexington Avenue)
2. **East:** Commercial, BG (across South 36th Street)
3. **South:** Multi-Family Residential, RG-28-PS
4. **West:** Commercial, BG

C. REVELANT CASE HISTORY:

On May 27, 2021, the Planning Commission recommended approval of a request to rezone Lot 1, 370 Square Replat Six, being a replat of Lots 1 and 2, 370 Square Replat IV, located in the Northeast ¼ of the Southeast ¼ of Section 32, T14N, R13E of the 6th P.M Sarpy County, Nebraska, from BG to RG-8-PS, and small subdivision plat Lot 1, 370 Square Replat Six.

D. APPLICABLE REGULATIONS:

1. Section 5.15, Zoning Ordinance, regarding RG-8 uses and requirements.
2. Section 5.17, Zoning Ordinance, regarding Planned Subdivision District uses and requirements.
3. Chapter 5, Subdivision Regulations, regarding Small Subdivisions.
4. Section 8.11, Zoning Ordinance, regarding Building Design and Material Criteria.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan designates this property as an activity center.

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data information available for this area.
2. The property will have access from one point along Lexington Avenue.

D. UTILITIES:

All utilities are available to this property.

E. ANALYSIS:

1. Brian Akert, on behalf of Sage Capital, LLC, has submitted a request for a rezoning for Lot 1, 370 Square Replat Six, from BG to RG-8-PS, for the purpose of a multi-family residential development.

2. The property presently consists of two existing, platted lots both zoned BG.

The intent of the RG-8 district is to permit high-density, multi-story development and other uses that are typical and compatible in the operation of apartment houses.

The -PS zoning overlay allows for the construction of multiple buildings on one lot, in addition to encouraging the creative design of new living areas. With the -PS zoning overlay, site plan approval is required.

3. In conjunction with the change of zone, the applicant is also requesting a small subdivision plat for the apartment buildings. This request will result in a 2.54 acre one-lot plat by combining the two previously platted lots.

4. The proposal consists of 51 units in two buildings. The site plan shows 94 surface parking stalls (five handicap) for the development with an additional 16 ground level attached garages to provide protected parking. This exceeds the minimum 102 stalls required by the zoning ordinance.

5. The applicant's plans include a fitness room for their residents.

6. The landscape plan has been reviewed by staff and meets the minimum requirements of the zoning ordinance.

7. Per Section 8.11, Zoning Ordinance, the apartment buildings will need to meet the city's design standards. Compliance with these regulations will be reviewed as part of the building permit process.

8. 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, Papillion LaVista School Superintendent, Sarpy County Public Works Department, and the Sarpy County Administrator. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Bellevue Public Works Engineer Matt Knight requested a preliminary drainage study and minor technical revisions to the plat. These revisions have since been made by the applicant's surveyor. Additionally, Mr. Knight is comfortable with the applicant's plan for drainage.

Don Gifford, Bellevue Fire Department, had a comment regarding fire hydrant placement. He indicated depending on the location of the existing hydrants in the area, the applicant may need to place one inside their development. This will be addressed at time of building permit.

Sarpy County Public Works Engineer Michael Sharp also requested minor technical revisions to the plat. These revisions have since been made.

No other comments were received in this case.

9. The 36th Street widening project currently under construction calls for a 10' wide trail from Sheridan Road to Gayle Avenue (just to the south of this project). In reviewing this application, the Public Works and Planning Departments have determined it would be beneficial to run the 10' wide trail north to Lexington Avenue. As such, city staff is requesting the 5' wide sidewalk requirement along 36th Street be temporarily waived. When the city is ready to proceed with this section of 10' wide trail, we would request a 50% cost share from the developer for the portion abutting their property. The temporary sidewalk waiver will be addressed as part of the City Council approvals.

10. This area is identified as an activity center in the Future Land Use Map of the Comprehensive Plan. Activity centers are defined as areas of mixed land use to include residential, retail and commercial, office, and public areas all in close proximity. This development is in conformance with the Comprehensive Plan.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

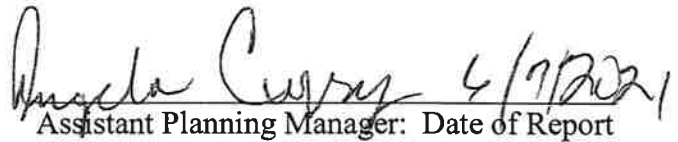
APPROVAL based upon the lack of perceived negative impact to the surrounding neighborhood. APPROVAL also based upon the positive impact of the development for the community.

VI. ATTACHMENTS TO REPORT

1. Zoning Map
2. 2020 GIS aerial photo of the property
3. Justification letter received April 27, 2021
4. Architectural/Landscape Plan received April 27, 2021
5. Site plan received May 18, 2021
6. Small subdivision plat received May 18, 2021

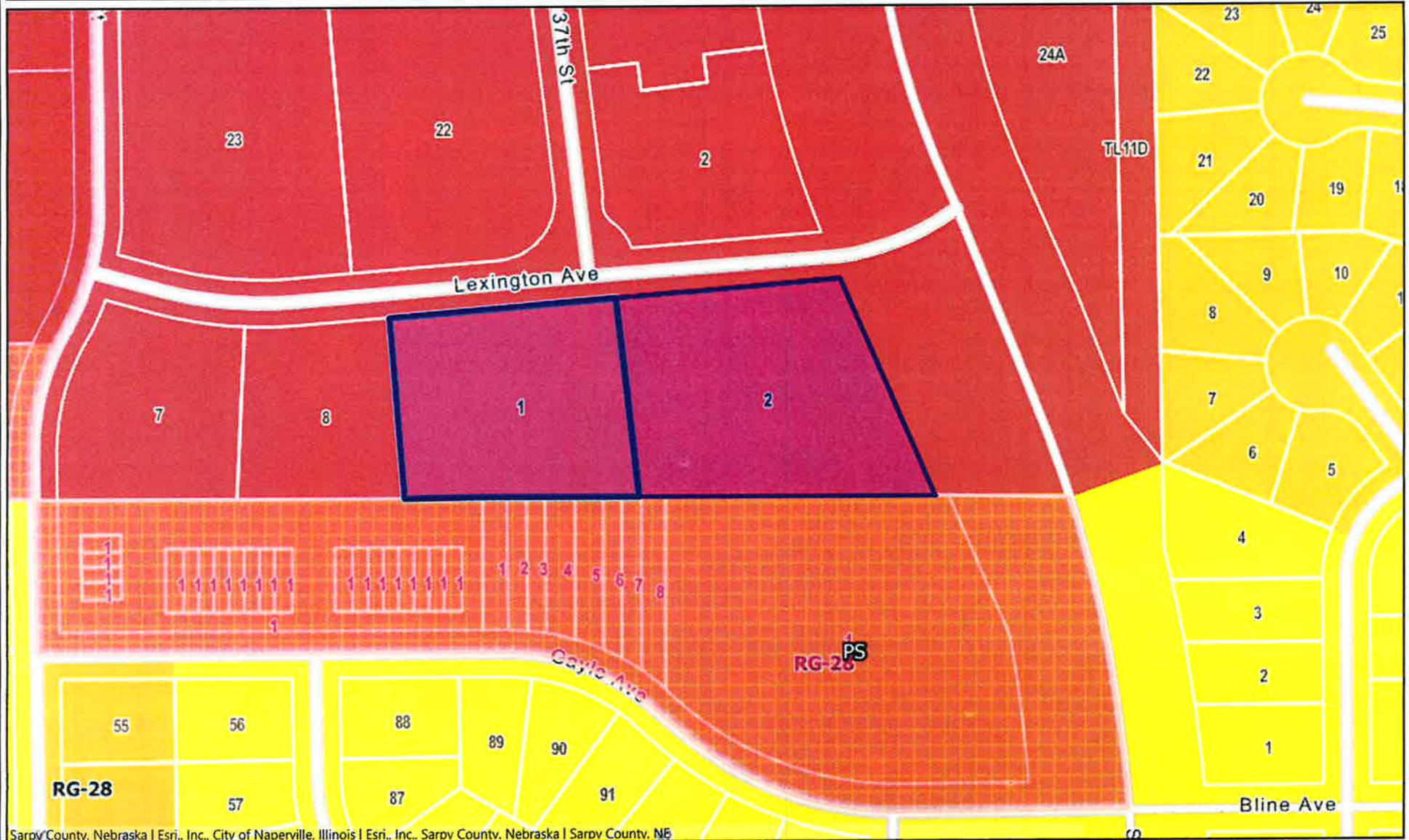
VII. COPIES OF REPORT TO:

1. Sage Capital, LLC
2. Tom Belford
3. Thompson, Dressen & Dornier (Gary Norton)
4. Public Upon Request


Assistant Planning Manager: Date of Report


Planning Manager: Date of Report

36th Street and Lexington Avenue



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



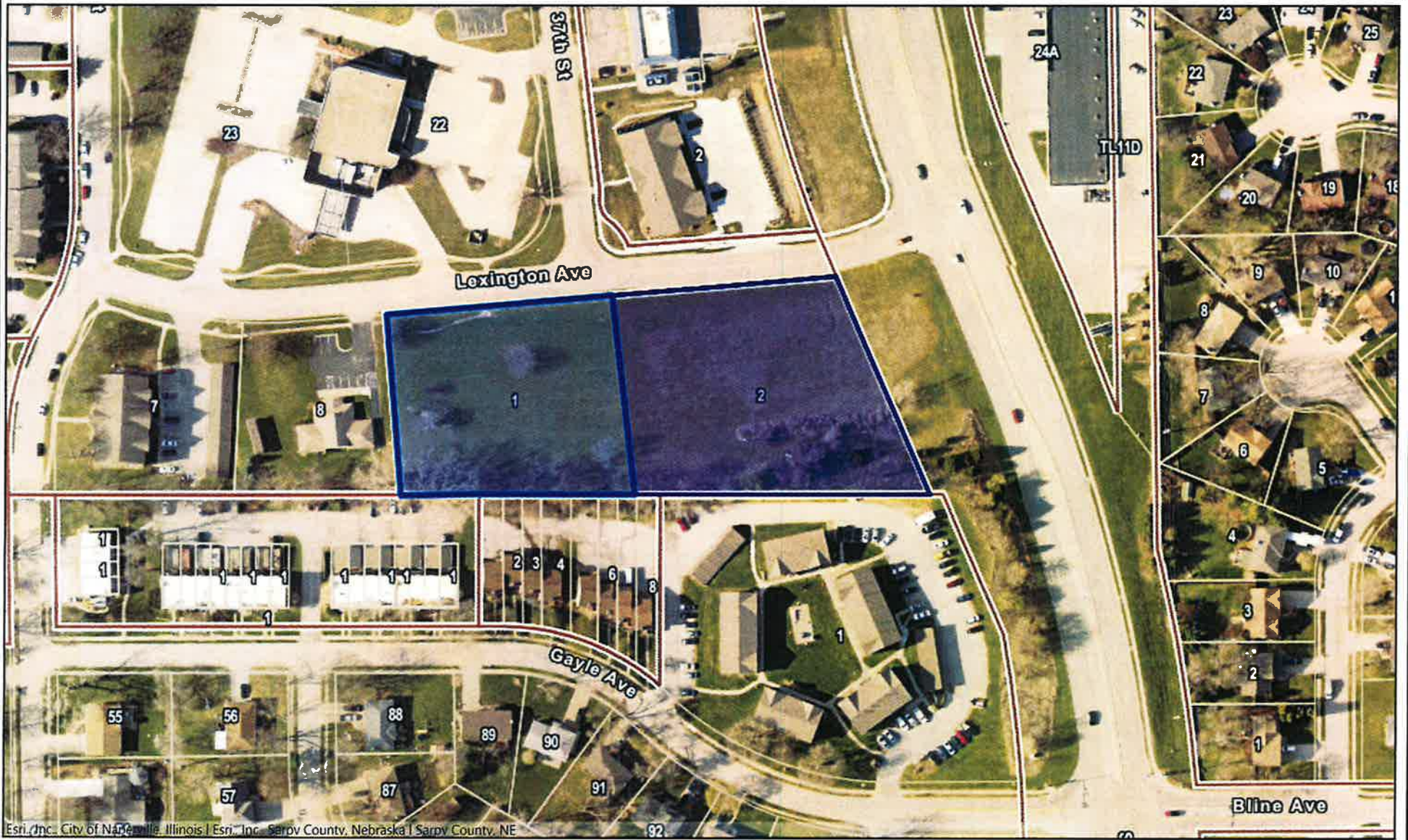
Map Scale 1: 2257

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.

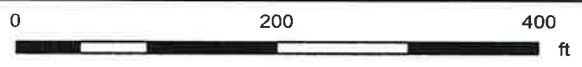


Notes





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



Map Scale 1: 2257

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





119 South 49th Avenue Omaha NE 68132
HollandBasham.com

April 23, 2021

City of Bellevue
1510 Wall Street
Bellevue, NE 68005

Subject: 36th & Lexington Zoning Change
HBA Project Number: 20071

To whom it may concern,

This letter serves as the written justification for the zoning change for the property located at 36th & Lexington from BG to RG-8 with a PS district. The future use of the site is being designed for two multifamily buildings, but the current BG zoning does not allow multifamily as a permitted use. The zoning change to RG-8 with a PS district allows for multiple multifamily buildings on a single lot with the necessary setbacks for buildable area. Furthermore, the immediate area is part of an Activity Center future use that encourages multifamily development in this zone.

Sincerely,

Brian Akert, AIA, Associate Partner
bakert@hollandbasham.com

BA

Enclosure

cc: Aaron Moser, Collin Brown, Terry Root

RECEIVED
APR 27 2021
PLANNING DEPT.

8/1/1

LEXINGTON



SITE PLAN

LEGEND

PROPERTY LINE	STORMWATER
SETBACK LINE	EASEMENT
ELECTRICAL	TELEPHONE

SITE STATISTICS

ZONE:	BG
FUTURE:	AC
PROPOSED:	RG-8
SET BACKS	
FRONT YARD	25'-0"
SIDE YARD	15'-0"
STREET SIDE YARD	5'-0"
REAR YARD	10'-0"
SITE AREA	110,270 SF
IMPERVIOUS:	59% 64,870 SF
PERVIOUS:	41% 45,400 SF

BUILDING STATISTICS

BUILDING A - 26 UNITS	
1 BEDROOM	16
2 BEDROOM	10
BUILDING FOOTPRINT:	10,400 SF
BUILDING SF:	31,200 SF
BUILDING B - 24 UNITS	
1 BEDROOM	16
2 BEDROOM	8
BUILDING FOOTPRINT:	10,400 SF
BUILDING SF:	31,200 SF
TOTAL UNITS:	51

PARKING STATISTICS

PARKING COUNTS	
1 BED: 2 x 32'	64
2 BED: 2 x 19'	36
PARKING REQUIRED:	102
CARAGE PARKING:	16
SURFACE PARKING:	86
TOTAL	104

LANDSCAPING REQUIREMENTS

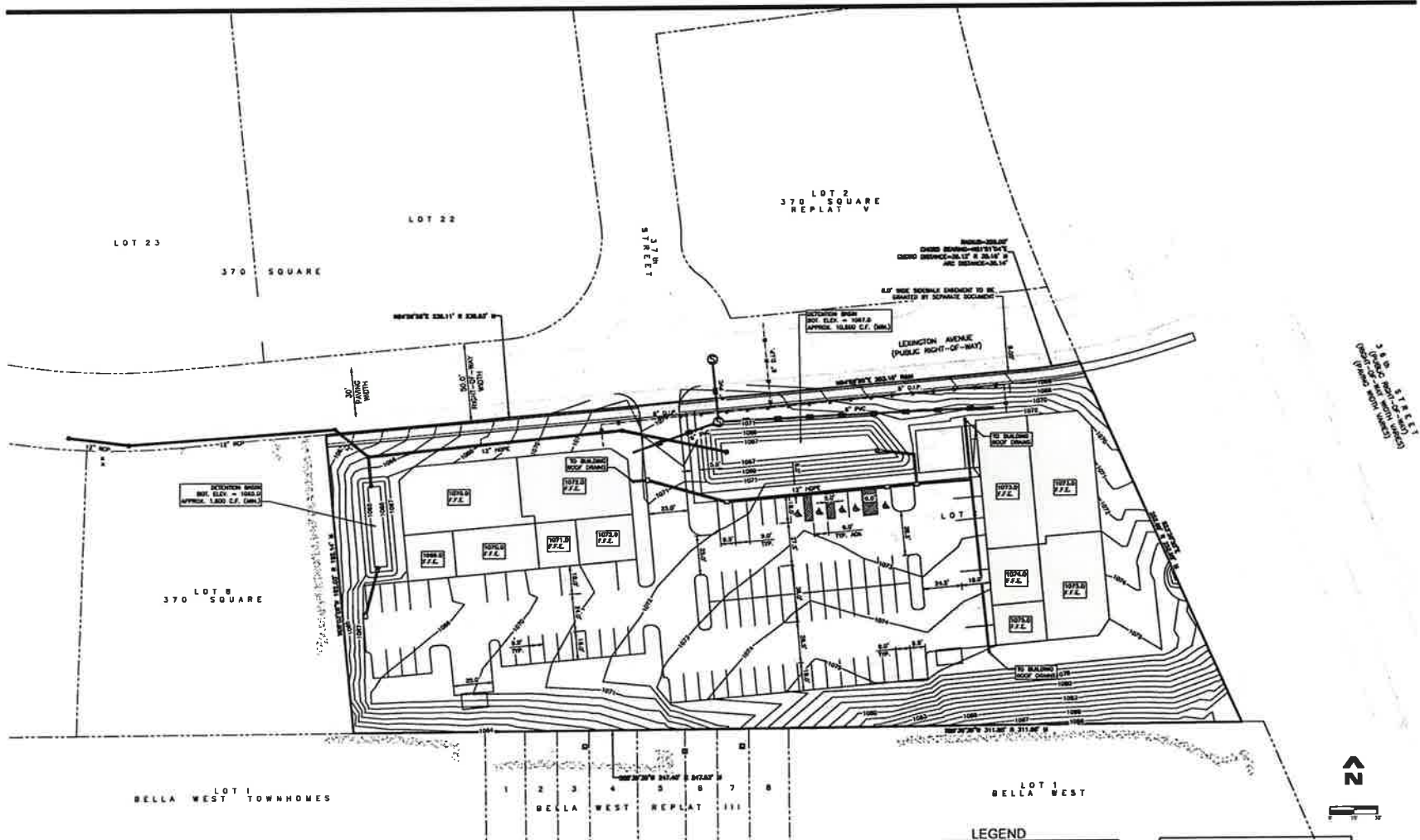
1 TREE & 3 SHRUB / 2 UNIT =	
26 TREES & 78 SHRUBS	
STREETYARD VEGETATION	
1 TREE / 40' =	12 TREES / 480'
SIDEYARD VEGETATION	
1 CONIFER TREE / 5' =	39 TREES / 195'
PARKING LANDSCAPING	
19 SF / 1 STALL =	2,000 SF / 104 STALLS
1 TREE / 300 SF =	7 TREES
TOTAL TREES:	84 TREES
TOTAL SHRUBS:	78 SHRUBS

PLANT TYPES

SYM.	SC.	COMMON NAME	COMMON NAME	SIZE	TYPE

FOR PRELIMINARY DESIGN PURPOSES ONLY - SUBJECT TO CHANGE
 FOR PRELIMINARY DESIGN PURPOSES ONLY - SUBJECT TO CHANGE
 FOR PRELIMINARY DESIGN PURPOSES ONLY - SUBJECT TO CHANGE

RECEIVED
 APR 27 2021
 PLANNING DEPT.



LEGEND

	EXISTING CONTOUR
	PROPOSED CONTOUR
	EXISTING BOUNDARY LINE
	PROPOSED BOUNDARY LINE
	EXISTING STREET EDGE
	PROPOSED STREET EDGE
	EXISTING WATER MAIN
	PROPOSED WATER MAIN
	PROPOSED 7' P.C.C. SIDEWALK
	PROPOSED 4' P.C.C. SIDEWALK
	PROPOSED STREETLINE EASEMENT TO BE GRANTED BY SEPARATE DOCUMENT

PARKING SUMMARY

STALL TYPE	STALLS
RESERVED SPALLS	73
RESERVED SPALLS	0
RESERVED SPALLS	18
SPALL TO BE FULFILLED BY ATTACHED SUBMITTAL	18
RESERVED PARKING SPALLS	102
TOTAL PARKING	118

RECEIVED
 MAY 18 2021
 PLANNING DEPT.

RECEIVED

MAY 18 2021

PLANNING DEPT.

370 SQUARE REPLAT SIX

LOT 1

BEING A REPLATTING OF LOTS 1 AND 2, 370 SQUARE REPLAT IV, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, LOCATED IN THE NE 1/4 OF THE SE 1/4 OF SECTION 32, T14N, R13E OF THE 6th PM SAID SARPY COUNTY.

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAN OF 370 SQUARE REPLAT SIX WAS REVIEWED BY THE SARPY COUNTY SURVEYORS OFFICE THIS ____ DAY OF ____ 2021.

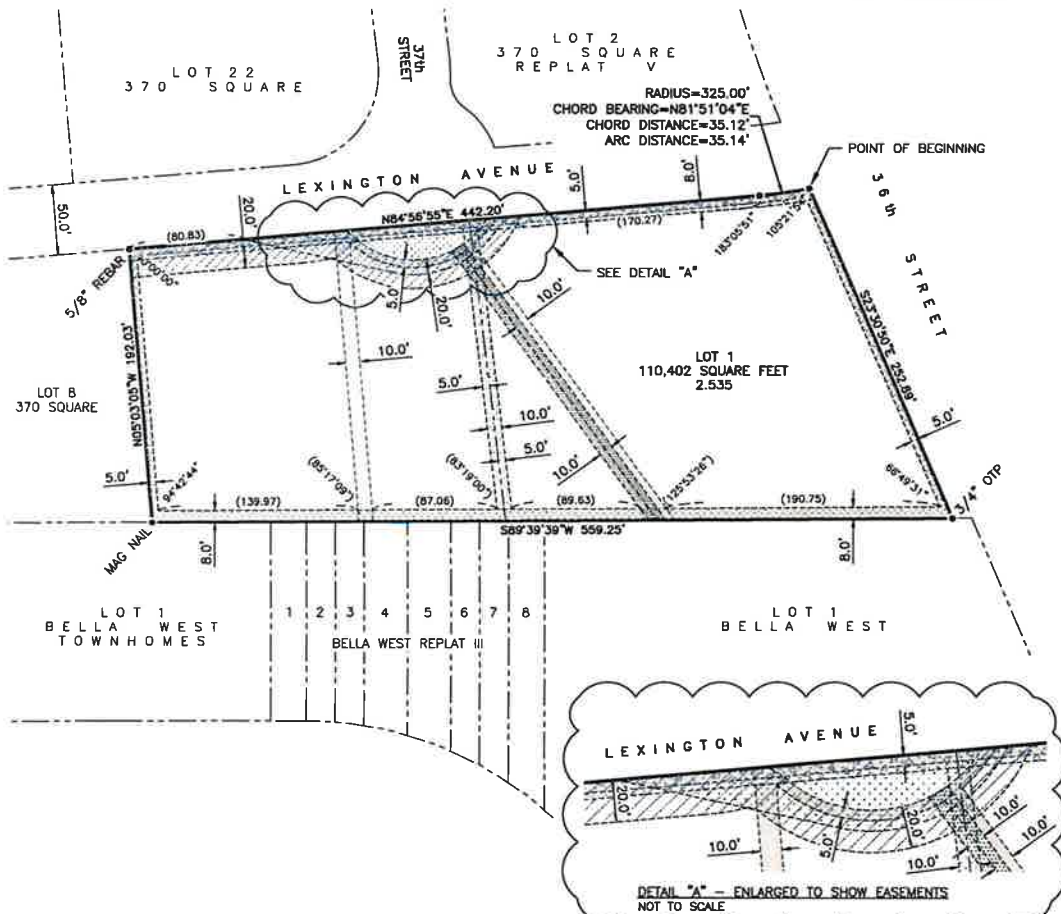
NOTES

1. THERE SHALL BE NO DIRECT VEHICULAR ACCESS ONTO 36TH STREET OVER THE EAST LINE OF LOT 1.
2. ANGLES SHOWN ADJACENT TO CURVES ARE MEASURED TO THE CHORD LINE OF THE CURVE.
3. DIMENSIONS IN PARENTHESIS ARE FOR THE LOCATION OF EASEMENTS.

SARPY COUNTY SURVEYOR/ENGINEER

LEGEND

- CORNERS FOUND (5/8" REBAR W/CAP UNLESS NOTED)
- R RECORDED DISTANCE
- M MEASURED DISTANCE
- OTP OPEN TOP PIPE



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL CORNERS OF SAID SUBDIVISION TO BE KNOWN AS 370 SQUARE REPLAT SIX, LOT 1, BEING A REPLATTING OF LOTS 1 AND 2, 370 SQUARE REPLAT IV, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2;

THENCE S23°30'50"E (BEARINGS BASED ON THE DOUGLAS/SARPY COUNTY LOW DISTORTION PROJECTION) 252.89 FEET ON THE EASTERLY LINE OF SAID LOT 2 TO THE SOUTHEAST CORNER THEREOF;

THENCE S89°39'39"W 559.25 FEET ON THE SOUTH LINES OF SAID LOTS 1 AND 2 TO THE SOUTHWEST CORNER OF SAID LOT 1;

THENCE N05°03'05"W 192.03 FEET ON THE WEST LINE OF SAID LOT 1 TO THE NORTHWEST CORNER THEREOF;

THENCE N84°56'55"E 442.20 FEET ON THE NORTH LINES OF SAID LOTS 1 AND 2;

THENCE NORTHEASTERLY ON THE NORTH LINE OF SAID LOT 2 ON A 325.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N81°51'04"E, CHORD DISTANCE 35.12 FEET AN ARC DISTANCE OF 35.14 FEET TO THE POINT OF BEGINNING.

APRIL 15, 2021 CONTAINING 110,402 SQUARE FEET OR 2.535 ACRES
DATE:



CHRIS E. DORNER
NEBRASKA RLS 507

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT WE, TB2005, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO A LOT TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS 370 SQUARE REPLAT SIX, AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT AND WE DO HEREBY GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT, AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERRECT, OPERATE, MAINTAIN, REPAIR, AND RENEW POLES, WIRES, CROSSARMS, DOWN CUTS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREOF, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEPTION, ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5') FOOT WIDE STRIP OF LAND ABUTTING THE FRONT AND SIDE BOUNDARY LOT LINES AND AN EIGHT (8') FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINE.

NO PERMANENT BUILDINGS, TREES, RETAINING WALLS OR LOOSE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

TB2005, LLC
A NEBRASKA LIMITED LIABILITY COMPANY

By: THOMAS M. BELFORD, MANAGING MEMBER

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF ____ 2021
BY THOMAS M. BELFORD, MANAGING MEMBER OF TB2005, LLC ON BEHALF OF SAID LLC.

NOTARY PUBLIC

SARPY COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT AS SHOWN ON THE RECORDS OF THIS OFFICE THIS ____ DAY OF ____ 2021.

SARPY COUNTY TREASURER

TREASURER'S SEAL

APPROVAL OF BELLEVUE PLANNING COMMISSION

THIS PLAT OF 370 SQUARE REPLAT SIX WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION ON THIS ____ DAY OF ____ 2021. THIS PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN 90 DAYS OF THE ABOVE DATE.

BELLEVUE PLANNING COMMISSION

APPROVAL OF BELLEVUE CITY COUNCIL

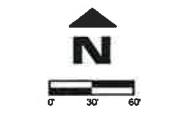
THIS PLAT OF 370 SQUARE REPLAT SIX WAS APPROVED BY THE BELLEVUE CITY COUNCIL ON THIS ____ DAY OF ____ 2021.

BELLEVUE CITY COUNCIL

TD2
engineering & surveying

thompson, dreesen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p:402.330.6600 f:402.330.5866
td2co.com

370 SQUARE REPLAT SIX
LOT 1

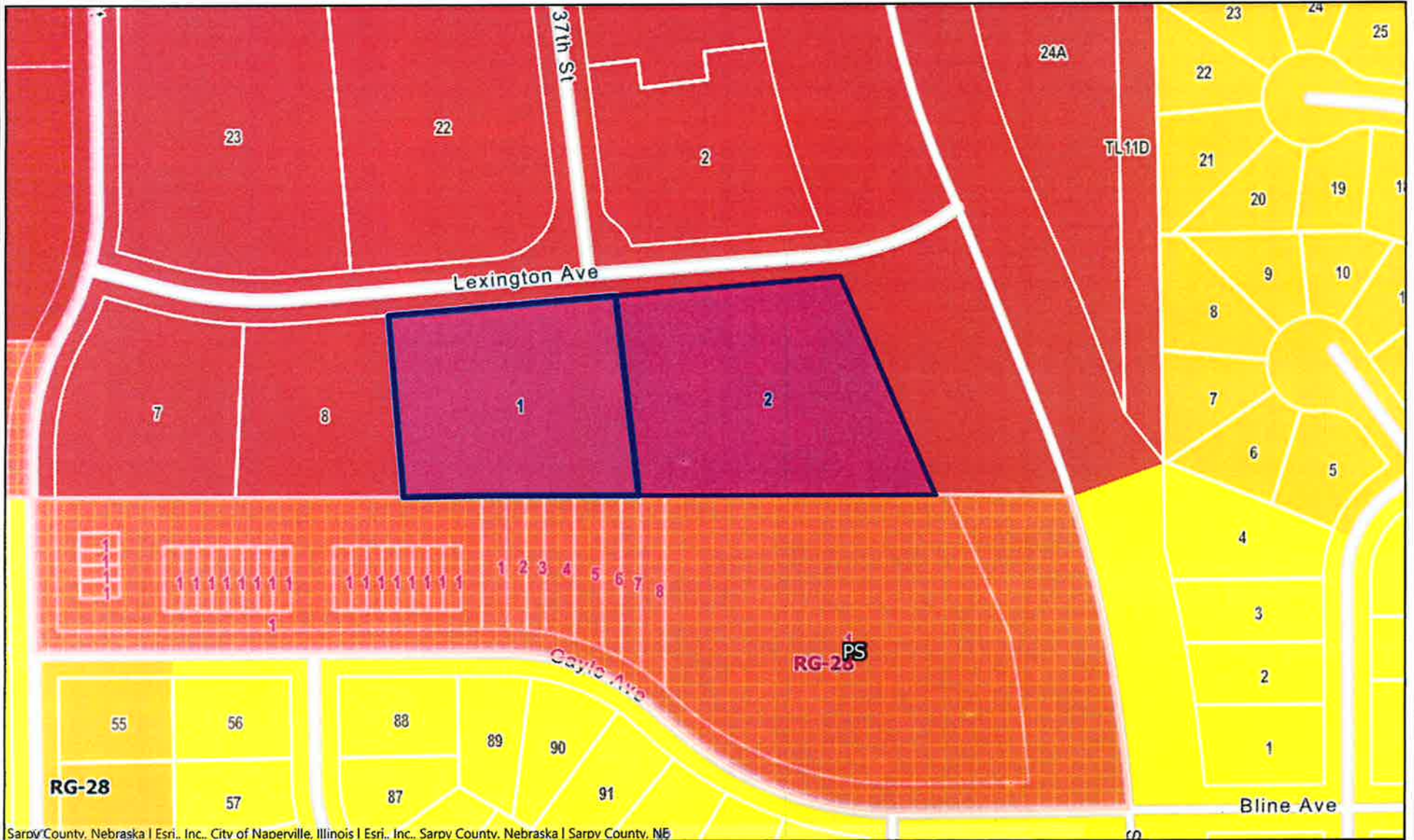


No.	Description	MM-DD-YY
01	PATY COMMITTEE	05-18-21
02		
03		
04		

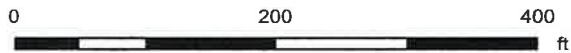
Job No.: A1071-119A
Drawn By: BJH
Reviewed By: CED
Date: APRIL 15, 2021
Book: 20/26
Pages: 39-41

Sheet Title
CITY OF BELLEVUE
SMALL SUBDIVISION

Sheet Number
SHEET 1 OF 1



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



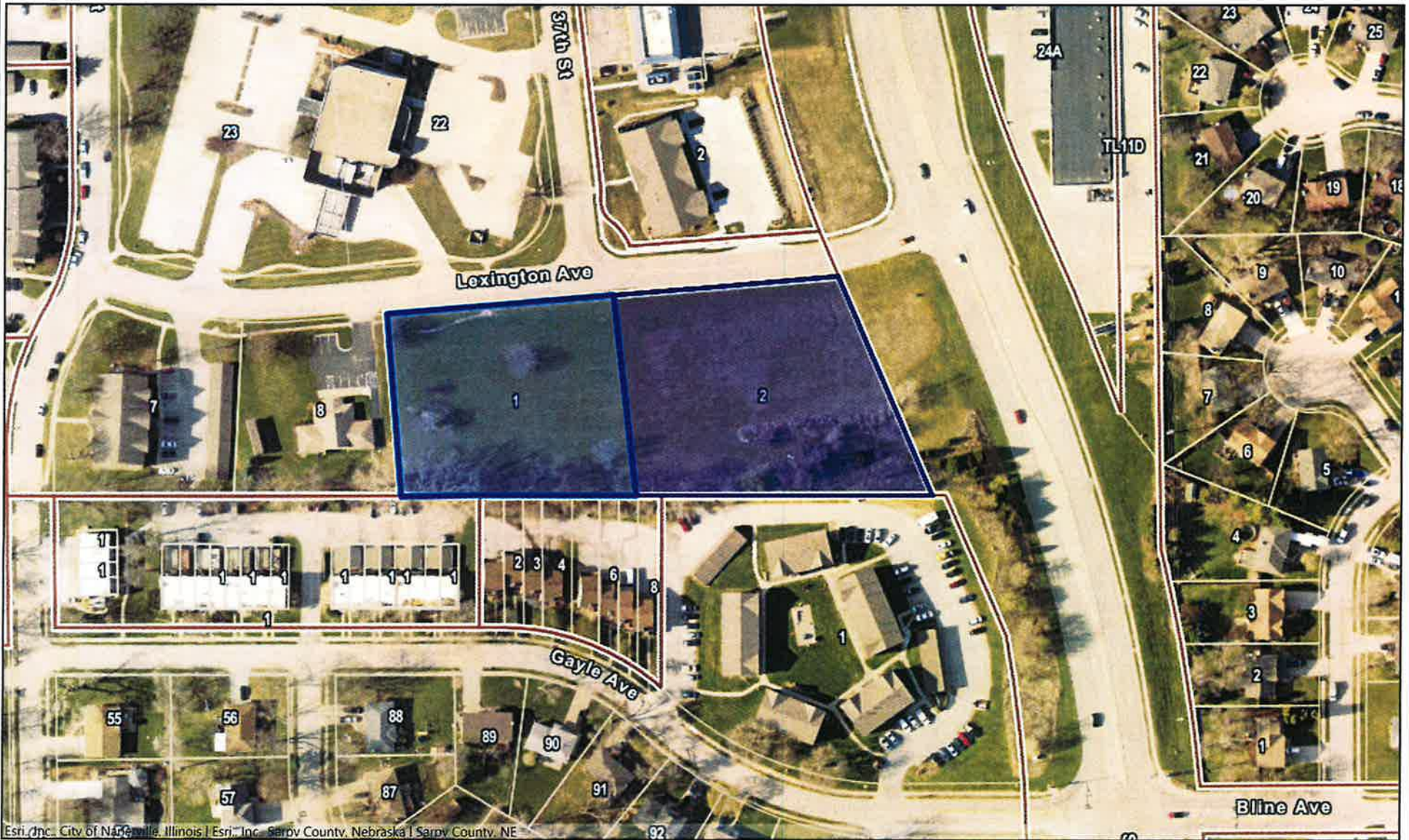
Map Scale 1: 2257

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: 2257

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



5/1/21

LEGEND

PROPERTY LINE	STORMWATER
SETBACK LINE	EASEMENT
ELECTRICAL	TELEPHONE

SITE STATISTICS

ZONE:	BG
FUTURE	AC
PROPOSED	RG-8

SETBACKS

FRONT YARD	25'-0"
SIDE YARD	15'-0"
STREET SIDE YARD	5'-0"
REAR YARD	10'-0"

SITE AREA

SITE AREA	110,270 SF
IMPERVIOUS: 59%	64,870 SF
PERVIOUS: 41%	45,400 SF

BUILDING STATISTICS

BUILDING A - 26 UNITS	
1 BEDROOM	16
2 BEDROOM	10
BUILDING FOOTPRINT:	10,400 SF
BUILDING SF:	31,200 SF
BUILDING B - 25 UNITS	
1 BEDROOM	16
2 BEDROOM	9
BUILDING FOOTPRINT	10,400 SF
BUILDING SF	31,200 SF

TOTAL UNITS:

TOTAL UNITS:	51
--------------	----

PARKING STATISTICS

PARKING COUNTS	
1 BED, 2 x 32'	64
2 BED, 2 x 19'	38
PARKING REQUIRED	
GARAGE PARKING:	102
SURFACE PARKING:	16
TOTAL:	86

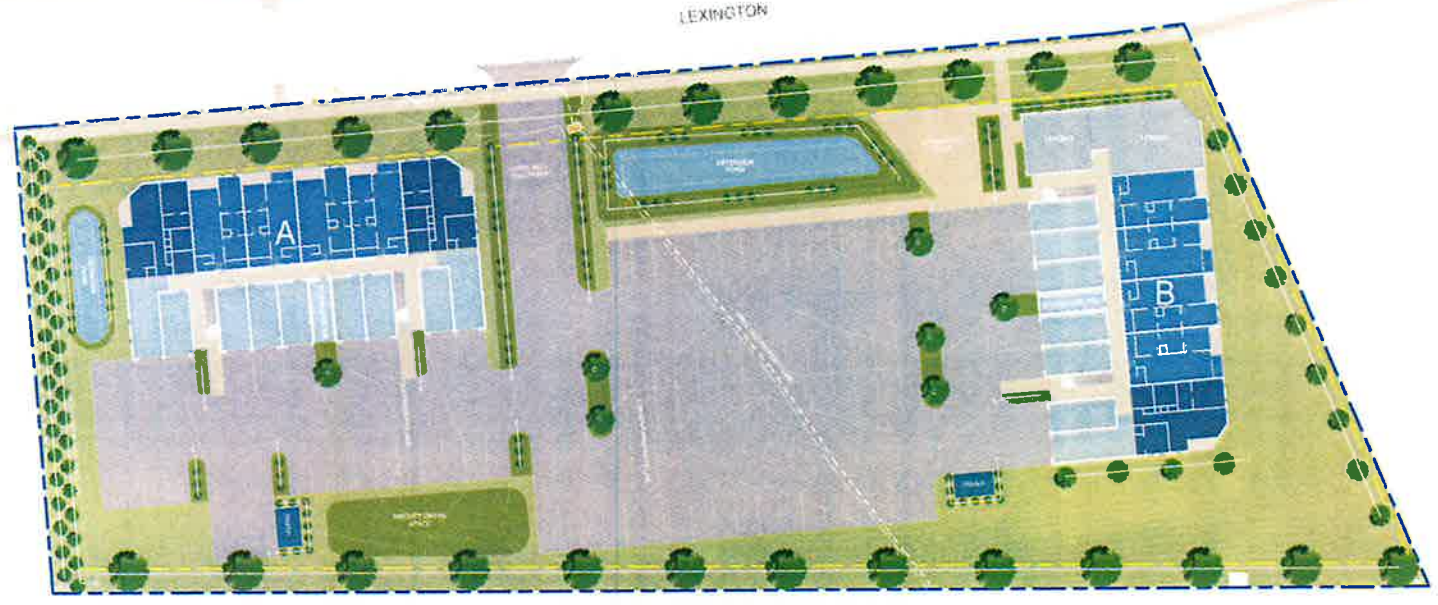
LANDSCAPING REQUIREMENTS

1 TREE & 3 SHRUB / 2 UNIT =	26 TREES & 78 SHRUBS
STREETYARD VEGETATION	
1 TREE / 40' =	12 TREES / 480'
SIDEYARD VEGETATION	
1 CONIFER TREE / 5' =	39 TREES / 195'
PARKING LANDSCAPING	
19 SF / 1 STALL =	2,000 SF / 104 STALLS
1 TREE / 300 SF =	7 TREES
TOTAL TREES:	84 TREES
TOTAL SHRUBS:	78 SHRUBS

PLANT TYPES

PLANT	SYMBOL	QUANTITY	REMARKS

FOR PRELIMINARY DESIGN PURPOSES ONLY. SUBJECT TO CHANGE FROM LANDSCAPE DESIGN TO ADHERE TO DEVELOPER DURING DEVELOPMENT OF THE PROJECT. SEE PLANS FOR FINAL APPROVAL.



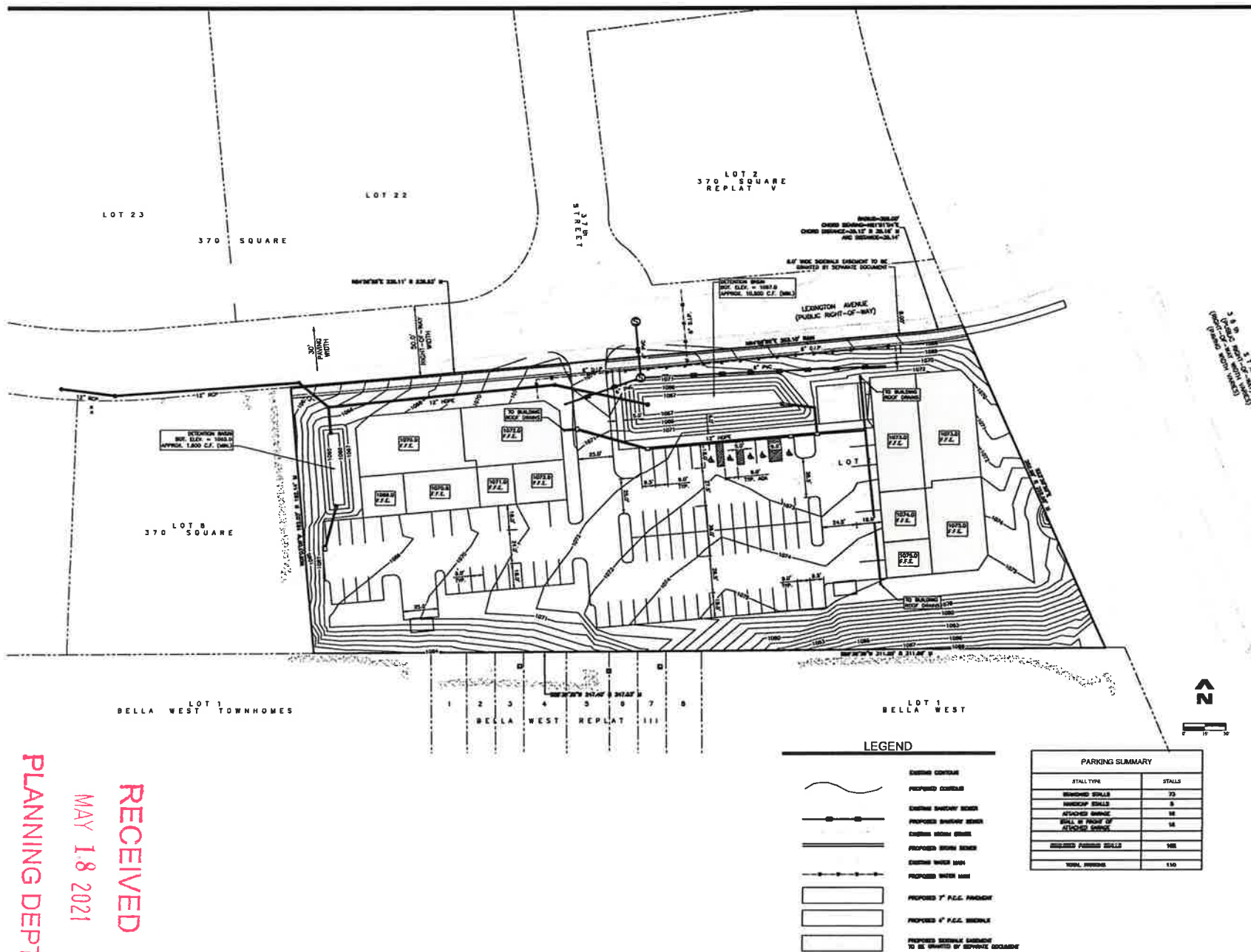
SITE PLAN

RECEIVED
 APR 27 2021
 PLANNING DEPT.

Issue Date: 04/23/2021
 Project Number: 20071

SITE PLAN





RECEIVED
 MAY 18 2021
 PLANNING DEPT.

ORDINANCE NO. 4040

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 36th STREET AND LEXINGTON AVENUE, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lot 1, 370 Square Replat Six, being a replat of Lots 1 and 2, 370 Square Replat IV, located in the Northeast ¼ of the Southeast ¼ of Section 32, T14N, R13E of the 6th P.M. Sarpy County, Nebraska.

From BG (General Business District) to RG-8-PS (General Residential – 800 Square foot zone – Planned Subdivision District)

(Sage Capital, LLC)

Section 2. This ordinance shall not take effect until such time as the final plat of Lot 1, 370 Square Replat Six, 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: 06/15/2021
Second Reading: _____
Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13b.
06/15/2021

COUNCIL MEETING DATE: 06/15/2021		SUBMITTED BY: Legal Department		
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 No. 4041 - Failure to appear

SYNOPSIS/BACKGROUND:

This ordinance is being introduced to make unlawful and set out a penalty for defendants or respondents who have been charged with a violation of an ordinance of the city or have been issued a citation who fail or refuse to appear in Court at the stated time and date to answer any charges brought against them under the Bellevue Municipal Code. The purpose of the ordinance would be to encourage those charged under the City Code to appear in Court and provide the city attorney with an avenue to obtain a warrant for those defendants who continuously or repeatedly fail or refuse to appear in Court.

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:

ATTACHMENTS:

1. 2. 3.

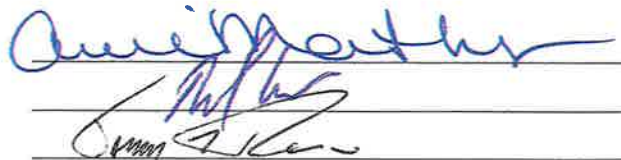
4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



ORDINANCE NO. 4041

AN ORDINANCE TO AMEND ARTICLE I, CHAPTER 20, OF THE BELLEVUE MUNICIPAL CODE BY ADDING A NEW SECTION 20-15 REGARDING FAILURE TO APPEAR 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 20-15 of Chapter 20, Article I of the Bellevue Municipal Code is hereby added to read as follows:

Section 20-15 FAILURE TO APPEAR.

- (A) It shall be unlawful for any person who has been charged with a violation of an ordinance of the city, issued a citation, or in any other manner set at liberty, with or without posting bail, upon the condition that such person will subsequently appear in court at a specific time and place, to purposely or knowingly fail or refuse to appear at that time and place to answer any charge(s) brought against them under the Code of the City of Bellevue.
- (B) Any person who purposely or knowingly fails or refuses to appear at the time and place to answer any citation or charge(s) brought against them as required by this section shall be punished by a fine of not more than five hundred dollars, or by imprisonment for not more than three months, or by both such fine and imprisonment.

Section 2. This Ordinance shall take effect and be in full force on the ____ day of _____ 2021.

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

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

First Reading: _____
Second Reading: _____
Third Reading: _____

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13c.
06/15/2021

COUNCIL MEETING DATE: 06/10/2021	SUBMITTED BY: BPD	Legal/Administration
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

An ordinance to to amend Chapter 7 of the Bellevue Municipal Code pertaining to Bicycles by amending Article I Section 7-2 and Repealing Article I Section 7-1 and Section 7-11 and Article II in its entirety.

SYNOPSIS/BACKGROUND:

There are certain provisions in the City Code pertaining to the licensing of bicycles that are obsolete and should be amended and/or repealed as indicated.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve Ordinance.

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. B. Rollins
[Signature]
[Signature]

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 7 PERTAINING TO BICYCLES BY AMENDING ARTICLE I SECTION 7-2 AND REPEALING ARTICLE I SECTION 7-1 AND SECTION 7-11 AND ARTICLE II IN ITS ENTIRETY 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 Chapter 7, Article I of the Bellevue Municipal Code is hereby amended to read as follows:

Sec. 7-2 Removal, Destruction, Etc., of Serial Number ~~or License Plate.~~

No person shall willfully or maliciously remove, destroy, mutilate or alter the manufacturer's serial frame number. ~~or the license plate number of any bicycle registered in the city.~~

Section 2. That Section 7-1 of the Bellevue Municipal Code is hereby repealed.

Section 3. That Section 7-2 of the Bellevue Municipal Code is hereby repealed.

Section 4. That Article II of Chapter 7 of the Bellevue Municipal Code is hereby repealed in its entirety.

Section 5. That this Ordinance shall take effect and be in full force from and after its passage, approval, and publication in pamphlet form as provided by law.

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

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

First Reading _____

Second Reading _____

City Attorney

Third Reading _____

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 7 PERTAINING TO BICYCLES BY AMENDING ARTICLE I SECTION 7-2 AND REPEALING ARTICLE I SECTION 7-1 AND SECTION 7-11 AND ARTICLE II IN ITS ENTIRETY 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 Chapter 7, Article I of the Bellevue Municipal Code is hereby amended to read as follows:

Sec. 7-2 Removal, Destruction, Etc., of Serial Number.

No person shall willfully or maliciously remove, destroy, mutilate or alter the manufacturer's serial frame number.

Section 2. That Section 7-1 of the Bellevue Municipal Code is hereby repealed.

Section 3. That Section 7-2 of the Bellevue Municipal Code is hereby repealed.

Section 4. That Article II of Chapter 7 of the Bellevue Municipal Code is hereby repealed in its entirety.

Section 5. That this Ordinance shall take effect and be in full force from and after its passage, approval, and publication in pamphlet form as provided by law.

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

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

First Reading _____

Second Reading _____

City Attorney

Third Reading _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

14a.
06/15/2021

COUNCIL MEETING DATE: 06/15/2021		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 type="checkbox"/>	PUBLIC HEARING	<input checked="" type="checkbox"/>
RESOLUTION	<input type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Request for a Conditional Use Permit for Lot 10, Nob Hill, for the purpose of caregiver services to independent seniors. Applicant: Gloria Pettigrew-Fletcher. Location: 2008 Virginia Avenue.

SYNOPSIS/BACKGROUND:

Gloria Pettigrew-Fletcher is requesting approval of a Conditional Use Permit (CUP) to provide care and assistance of daily living to independent seniors not wanting to move into a nursing home facility. Ms. Pettigrew-Fletcher will provide 24-hour care for independent seniors needing additional assistance with personal and oral hygiene, administering medications, bathing, dressing and undressing, meal preparation, laundry, shopping and transportation to doctors' appointments. The applicants hours of operation will be 24 hours per day, 7 days per week, with shifts for staff being: 7:00 am to 3:00 pm, 3:00 pm to 11:00 pm, and 11:00 pm to 7:00 am with one staff member per shift and a floater available if needed.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

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

ATTACHMENTS:

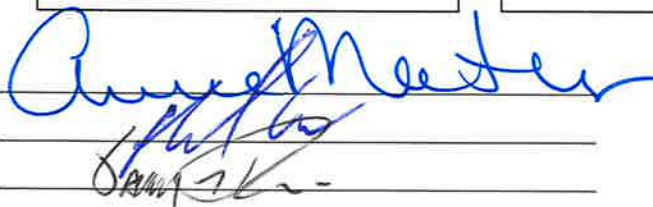
- | | | |
|---|-------------------------|-------------------------------------|
| 1. Planning Commission Recommendation Sheet | 2. Staff Report | 3. Conditional Use Permit Agreement |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Gloria Pettigrew-Fletcher

CASE #: CUP-2101-02

CITY COUNCIL HEARING DATE: June 15, 2021

REQUEST: for a conditional use permit for Lot 10 Nob Hill, for the purpose of caregiver services to independent seniors.

On May 21, 2021, the City of Bellevue Planning Commission voted six yes, two no, one absent and zero abstained:

APPROVAL based upon the needs of the community and conformance with Article 6, City of Bellevue Zoning Ordinance.

VOTE:

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

Planning Commission Hearing (s) was held on: May 27, 2021

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBER: CUP-2101-02

FOR HEARING OF:

REPORT 1#: May 27, 2021

REPORT 1#: June 15, 2021

I. GENERAL INFORMATION

A. APPLICANT:

Gloria Pettigrew-Fletcher
2008 Virginia Avenue
Bellevue, NE 68005

B. PROPERTY OWNER:

Gloria Pettigrew-Fletcher
2008 Virginia Avenue
Bellevue, NE 68005

C. GENERAL LOCATION:

2008 Virginia Avenue

D. LEGAL DESCRIPTION:

Lot 10 Nob Hill, located in the Northwest $\frac{1}{4}$ of Section 23, T14N, R13E of the 6th P.M.,
Sarpy County, NE

E. REQUESTED ACTION:

Request for a conditional use permit for Lot 10 Nob Hill, for the purpose of caregiver
services to independent seniors.

F. EXISTING ZONING AND LAND USE:

RS-84, Single Family Residential

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a conditional use permit to facilitate a facility to provide caregiver services to independent seniors.

H. SIZE OF SITE:

The site is approximately 0.23 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

This property is presently developed with a single-family residence. There is an accessory structure on the northwest portion of the property.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Single Family Residential, RS-84
- 2. **East:** Single Family Residential, RS-84
- 3. **South:** Single Family Residential, RS-84
- 4. **West:** Single Family Residential, RS-84

C. REVELANT CASE HISTORY:

- 1. On May 27, 2021, the Planning Commission recommended approval of the applicant's request for a conditional use permit to allow for a facility to provide caregiver services to independent seniors.

D. APPLICABLE REGULATIONS:

- 1. Section 5.09.03, Zoning Ordinance, regarding conditional uses in the RS-84 zoning district.
- 2. Article 6, Zoning Ordinance regarding Conditional Use Permits.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan designates this area as Medium Density Residential.

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data available for this location.
2. This property has access from a private driveway off Virginia Avenue.

D. UTILITIES:

All utilities are available to this location.

E. ANALYSIS:

1. Gloria Pettigrew-Fletcher is requesting a conditional use permit to provide care and assistance of daily living to independent seniors not wanting to move into a nursing home facility.

2. The applicant states the facility will provide 24-hour care for independent seniors needing additional assistance with personal and oral hygiene, administering and filling medications, bathing, dressing and undressing, meal preparation, laundry, shopping and errands, and transportation to doctors' appointments. Some residents may require standby assisted transfer to a chair or bed and continual supervision due to cognitive impairment.

3. The applicant has stated her hours of operation will be 24 hours per day, 7 days per week, with the following shifts for staff: 7:00 am to 3:00 pm, 3:00 pm to 11:00 pm, and 11:00 pm to 7:00 am with one staff member per shift and a floater available if needed. The existing one-car extended driveway will be used for both resident and staff parking.

A copy of the applicant's letter detailing her request is attached to this report.

4. Ms. Pettigrew-Fletcher has completed the required training and is registered and licensed to operate this type of facility in the State of Nebraska. She has not received a facility license from the Department of Health and Human Services (DHHS) and cannot acquire this licensure before installing a sprinkler system. The applicant does not want to take on this burden of cost before city approval of her application.

In addition to the requirements of the zoning ordinance, the applicant will be required to comply with all licensure requirements of the State of Nebraska DHHS.

5. The property is located along Virginia Avenue, a local street with a total width of 25' and on-street parking allowed only on the south side of the street.

6. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Bellevue Public School District, Sarpy County Administrator, Sarpy County Engineer, Sarpy County Public Works. 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.

Matt Knight, Public Works Engineer, commented “The justification letter cites a total staff of 10 serving 3 or 4 residents at a time with parking available on the residence’s driveway. The existing driveway is approximately 20’ wide by 35’ deep, and would likely be able to accommodate no more than 4 vehicles at a time, with 2 vehicles being effectively blocked in. Virginia Avenue is a local street with a total width of 25’ and on-street parking allowed only on the south side of the street. Driveways in the area have a typical spacing of 40’ – 60’, leaving minimal available on-street parking. Public Works’ concern would be the potential for congestion in this area due to the limited available parking.”

Mike Christensen, Chief Building Official, commented the 2021 IBC (International Building Code) permits care facilities for five or fewer persons receiving care in a single-family dwelling if an automatic sprinkler system is installed.

Captain Donald Gifford, Battalion Chief, commented a change of occupancy to residential board and care and the need for a fire sprinkler system would be required.

No other comments were received on this case.

7. Per Section 6.06, the Zoning Ordinance requires no conditional use permit shall be granted unless the Planning Commission or City Council has found:

6.06.01 That the establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, moral, comfort, or general welfare of the community.

6.06.02 That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood.

6.06.03 That the establishment of the conditional use will not impede the normal and orderly development of the surrounding property for uses permitted in the district.

6.06.04 Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.

6.06.05 Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

6.06.06 The use shall not include noise which is objectionable due to volume, frequency, or beat unless muffled or otherwise controlled.

6.06.07 The use shall not involve any pollution of the air by fly-ash, dust, vapors or other substance which is harmful to health, animals, vegetation or other property or which can cause soiling, discomfort, or irritation.

6.06.08 The use shall not involve any malodorous gas or matter which is discernible on any adjoining lot or property.

6.06.09 The use shall not involve any direct or reflected glare which is visible from any adjoining property or from any public street, road, or highway.

6.06.10 The use shall not involve any activity substantially increasing the movement of traffic on public streets unless procedures are instituted to limit traffic hazards and congestion.

6.06.11 The use shall not involve any activity substantially increasing the burden on any public utilities or facilities unless provisions are made for any necessary adjustments.

8. Staff does not believe the applicant can meet all the necessary requirements of Section 6.06 based on the negative perceived impact of the proposed conditional use. Staff is concerned with the applicant's ability to meet Sections 6.06.01, 6.06.02, and 6.06.05 specifically.

This is a 24/7 operation in a residential neighborhood, with ten paid staff, and the traffic that comes along with this type of use. The immediate neighborhood is developed with single family residences constructed in the 1960's. Most of these homes range in size from 1000-1200 square feet with single car driveways. As such, street parking is utilized in the area. The neighborhood also has individual mailboxes, further restricting street parking. Subsequently, staff believes this conditional use permit would have a negative impact on this existing, residential neighborhood.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

DENIAL based upon Section 6.06, standards for conditional use permits.

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon the needs of the community and conformance with Article 6, City of Bellevue Zoning Ordinance.

VI. ATTACHMENTS TO REPORT

1. Zoning Map
2. 2020 GIS aerial photo of the property
3. Letter from Gloria Pettigrew-Fletcher received February 05, 2021.
4. Email from A.J. Gutoski received May 27, 2021
5. Conditional Use Permit Agreement

VII. COPIES OF REPORT TO:

1. Gloria Pettigrew-Fletcher
2. Public Upon Request


Assistant Planning Manager


Planning Manager

06/07/21
Date of Report

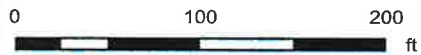


SARPY COUNTY
NEBRASKA

2008 Virginia Avenue



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



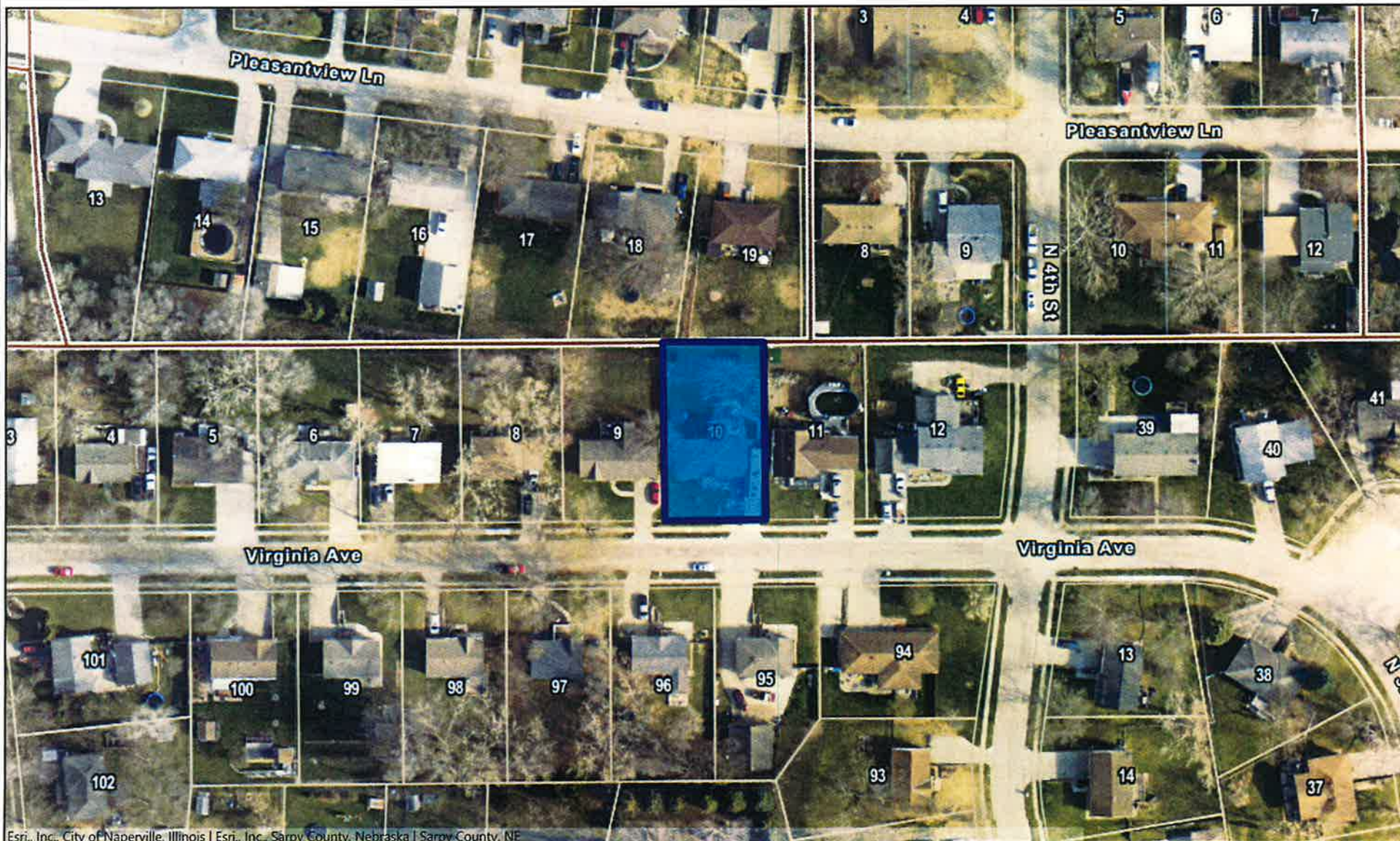
Map Scale 1: 1592

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Notes





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



Notes



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January 15, 2021

To whom it may concern,

From: Gloria Pettigrew-Fletcher

I will be providing 24/7 care to all residents. SWAP Inc. offers companion care, certified medication aides, certified nurse assistance, and CPR trained. We will serve all meals and provide transportation to doctors' appointments. I have a staff of 10. The staff and resident will have onsite parking in the car double driveway.

My home will hold 3 to 4 residents.

Please call me if you can any questions.

Thanks again,

Gloria Pettigrew-Fletcher

402-598-8363

RECEIVED
FEB 05 2021
PLANNING DEPT.

Tammi Palm

From: A. J. Gutoski <ajgutoski@gmail.com>
Sent: Thursday, May 27, 2021 12:29 PM
To: Tammi Palm
Subject: Nob Hill Lot 10 2008 Virginia Ave

I live right across the street at 2007 Virginia Ave and I am against rezoning 2008 Virginia Ave for establishing a place of business.

Virginia Ave is a thorough fare to Bellevue Blvd were cars are constantly speeding while young children are at play. Not to mention all the cars parked on the street.

Residential areas are no place for a commercial business. Hence that is why we have commercial buildings, which most are sitting empty along Ft. Crook Road.

I have nothing against my neighbor, but commercial businesses with drop off and pick should be in commercial areas and not residential areas.

Thank you.

RECEIVED
MAY 27 2021
PLANNING DEPT.

Record & Return To:
City of Bellevue Planning Department
1510 Wall Street
Bellevue, NE 68005

CITY OF BELLEVUE
CONDITIONAL USE PERMIT
LOT 10, NOB HILL, LOCATED IN THE NORTHWEST ¼ OF SECTION 23, T14N, R13E OF
THE 6TH P.M., SARPY COUNTY, NEBRASKA

Conditional Use Permit for Gloria Pettigrew-Fletcher

This Conditional Use Permit issued this _____ day of June, 2021 by the City of Bellevue, a municipal corporation in the County of Sarpy County, Nebraska (“City”) to Gloria Pettigrew-Fletcher, (“Applicant”), pursuant to the Bellevue Zoning Ordinance.

WHEREAS, Gloria Pettigrew-Fletcher is the legal owner of Lot 10, Nob Hill, located in the Northwest ¼ of Section 23, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, consisting of approximately .23 acres, more or less (“Property”). Applicant desires to use the Property for the purpose of Caregiver Services to Independent Seniors; and

WHEREAS, Applicant has applied for a conditional use permit for the purpose of using the Property as described above; and

WHEREAS, the Mayor and City Council of the City of Bellevue are agreeable to the issuance of a conditional use permit to the Applicant for such purpose, subject to certain conditions and agreements as hereinafter provided (the “Permit”).

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this Permit is issued to the Applicant to use the Property for the purpose described above, said use hereinafter being referred to interchangeably as a “Permitted Use” or “Use”.

Conditions of Permit

The conditions to which the granting of this Permit is subject are as follows:

1. Development and operation on the Property is governed by this Permit. The rights granted by this Permit are transferable and any breach of any terms hereof shall cause Permit to expire and terminate, subject to the rights of the Applicant to cure such default or deficiency as set forth in this Permit.
2. In respect to the proposed Use:
 - a. A site plan showing the Property’s boundaries, proposed structures, parking, access points, and drives, is attached hereto and incorporated herein as Exhibit “A.”

- b. The Property shall be developed and maintained in accordance with the site plan (Exhibit "A") and all other exhibits, if any, of this Agreement. Any modifications to the site plan must be submitted to the Planning Department for approval. Modifications of any other document or exhibit shall be subject to approval of the City, as directed by the City Administrator, unless otherwise expressly provided in the document or exhibit to be modified.
 - c. Applicant hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court costs) arising out of or resulting from the acts, omissions or negligence of the Applicant or its agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violations of any applicable environmental or safety law, rule or regulation relating to the Applicant's Use of the Property.
3. The Applicant's right to maintain the Use of the Property, as contemplated by this Permit, shall be based on the following conditions:
- a. A periodic inspection to determine compliance with the conditions of this Permit. The Permit may be revoked only upon a finding by the City that there is a material violation of the material terms of this Permit if the violation occurs after written notice from the City to Applicant and opportunity to cure in the time and manner described below.
 - b. The Use authorized by this Permit must be initiated within 12 months after the date of the approval of this Permit otherwise such Permit shall become void.
 - c. The Use shall follow all Nebraska Health and Human Services Licensing requirements regarding health care services. A copy of required licensure shall be provided to the Planning Department.
 - d. The applicant may operate a facility providing Caregiver Services to Independent Seniors on the Property.
 - e. No more than three to four (3-4) senior residents may be in care at the facility at any one time.
 - f. The applicant may have a staff of ten (10) to include Certified Nursing assistants, Certified Medical Assistants, Personal Care Assistants, Physical Therapist, Speech Therapist and Occupational Therapist.
 - g. Approved hours of operation shall be 24 hours, 7 days a week with staff on site.
 - h. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed from the Property at Applicant's expense within twelve (12) months of cessation of the Use of the Property.
 - i. All signage on Property related to Use shall be in conformance with the City Zoning Ordinance.
 - j. Applicant shall record this Permit with the Sarpy County Register of Deeds at Applicant's expense.
4. Notwithstanding any other provision herein to the contrary, this Permit, and all rights granted hereby, shall expire and terminate as to a Permitted Use hereunder upon the first of the following to occur:
- a. Applicant's abandonment of the Permitted Use. There shall be a presumption that the project on the Property has been abandoned if the Applicant fails to use the Property for the Permitted Uses for any twelve (12) consecutive month period.
 - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use, and such cancellation, revocation, denial or failure to maintain any federal, state or local rights are provided under laws, rules and regulations governing said permit.

- c. Applicant's breach of other terms hereof and its failure to cure such breach in the time and manner set forth below.

5. In the event the Applicant fails to promptly remove any safety, environmental or other hazard or nuisance from the Property, or upon the expiration or termination of this Permit the Applicant fails to promptly remove any remaining safety, environmental or other hazard or nuisance, the City may at its option (but without any obligation to the Applicant or any third party to exercise said option) cause the same to be removed at Applicant's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable in connection with the removal thereof) and the Applicant shall reimburse the City the costs incurred to remove the same. Applicant hereby irrevocably grants the City, its agents and employees, the rights, provided notice is furnished to the Applicant along with a reasonable time to remove or cure such hazard, to enter the Property and to take whatever action as is necessary or appropriate to remove any such hazards, nuisances in accordance with the terms of this Permit, and the right of the City to enter the Property as may be necessary or appropriate to carry out any other provision of this Permit.

6. If any provisions, or any portion thereof, contained in this Permit are held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

7. The conditions and terms of this Permit shall be binding upon Applicant, its successors and assigns.

- a. Delay of City to terminate this Permit on account of breach of Applicant of any terms hereof in accordance with the terms hereof shall not constitute a waiver of City's right to terminate this Permit, unless the City has expressly waived said breach. A waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.
- b. Cure Rights. Notwithstanding any other provision of this Permit to the contrary, Applicant shall be entitled to notice and opportunity to cure a breach of this Permit as follows. City will notify the Applicant of any breach of this Permit. Cure shall be commenced and completed as soon as possible and in all cases within thirty (30) days after City provides notice of breach; provided, however, in any case that cure cannot be completed within 30 days, additional time will be allowed, so long as cure is commenced within the time required in this Section b and diligently pursued and completed as soon as possible, and allowing additional time does not present or increase risk of harm to persons or property. City shall have the right to terminate this Permit if a breach is not timely cured.
- c. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this Permit.
- d. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed as follows:

Gloria Pettigrew-Fletcher
2008 Virginia Avenue
Bellevue, NE 68005

- e. All recitals at the beginning of this document and exhibits or other documents referenced in this Permit shall be incorporated herein by reference.

Effective Date:

This Permit shall take effect upon the filing hereof with the City Clerk a signed original hereof.

The City of Bellevue

By: _____
Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

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 municipal corporation, 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 Deputy 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 notarial seal this ____ day of _____, 2021.

Notary Public

Gloria Pettigrew-Fletcher

STATE OF NEBRASKA)
)SS:
COUNTY OF _____)

The undersigned, a notary public qualified in and for said county, does hereby certify that Gloria Pettigrew-Fletcher signed the foregoing instrument, acknowledged before me on this day and she executed and delivered said instrument as her voluntary act and deed.

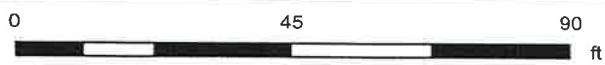
Witness my hand and notarial seal this ____ day of _____, 2021.

Notary Public



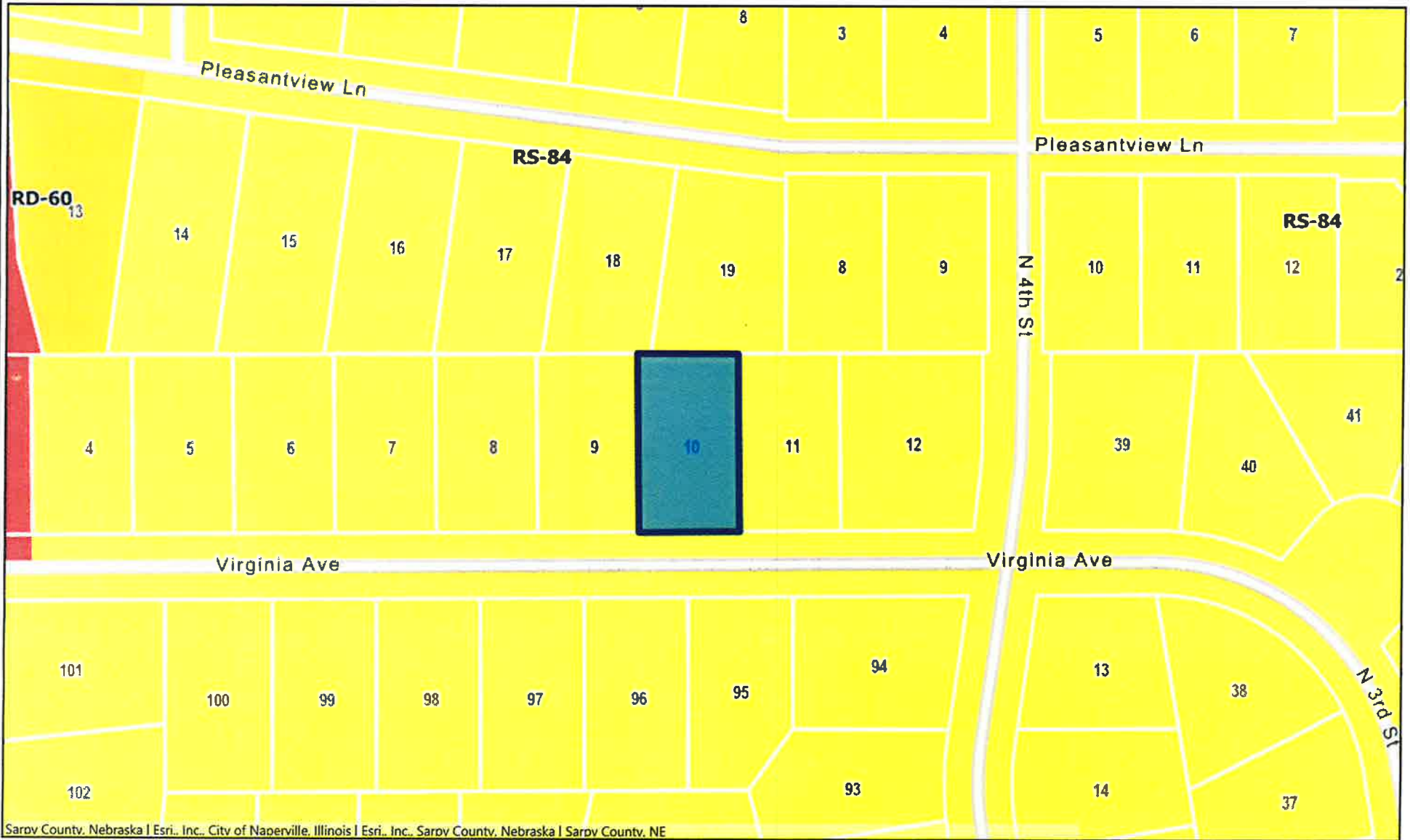
Notes

RECEIVED
JAN 12 2021
PLANNING DEPT.



Map Scale 1: 478

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



Map Scale 1: 1592

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Map Scale 1: 1592

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Notes



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15a.
06/15/2021

COUNCIL MEETING DATE: 06/15/2021		SUBMITTED BY: Finance Director		
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>		
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>		
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

Update Bank Authorization List

SYNOPSIS/BACKGROUND:

The City has relationships with multiple banks for business purposes. This resolution updates the list of banks to include two additional banks that have a presence in Bellevue, West Gate Bank and Westside State Bank. Approving this resolution will authorize the Treasurer and the Mayor to be the authorized signers and complete and sign documents in the regular course of business including, but not limited to, opening accounts at the banks listed.

FISCAL IMPACT: n/a BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Banks 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 2021-18 authorizing the Mayor and City Treasurer to open account(s) in the name of the City of Bellevue; to sign and endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with the financial institution(s).

ATTACHMENTS:

1. Resolution 2021-18	2. Brief Description of Added Banks	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:


Rich Severson



RESOLUTION No. 2021-18

WHEREAS, the financial institutions listed below are designated as depositories for the funds of the City of Bellevue and to provide other financial accommodations for the City,

Access Bank

American National Bank

Bank of Oklahoma

Two Rivers Bank

Wells Fargo Bank

West Gate Bank

Westside State Bank

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Bellevue, Nebraska, that the following officers of the City of Bellevue are hereby authorized to sell, assign and endorse for transfer, certificates representing stocks, bonds or other securities now registered or hereafter registered in the name of the City of Bellevue; to open any deposit or account(s) in the name of the City of Bellevue; to sign and endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with the financial institution.

Rusty Hike, Mayor

Rich Severson, Treasurer & Finance Director

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized to certify to each financial institution that such authority has been designated.

Passed and approved this 15th Day of June, 2021

Mayor

ATTEST:

City Clerk

West Gate Bank

West Gate Bank was founded in 1968 and is a state-chartered bank regulated by the Nebraska Department of Banking and the FDIC with a branch office at 10th & Cornhusker in Bellevue, Nebraska.



Westside State Bank

Westside State Bank was founded in Iowa in 1906. The owners of Westside State Bank have longstanding ties to Bellevue and were excited to expand operations to 923 Galvin Road South in Bellevue, Nebraska. Westside State Bank is a state-chartered bank regulated by the Nebraska Department of Banking and the FDIC.



West Gate Bank

West Gate Bank was founded in 1968 and is a state-chartered bank regulated by the Nebraska Department of Banking and the FDIC with a branch office at 10th & Cornhusker in Bellevue, Nebraska.



Westside State Bank

Westside State Bank was founded in Iowa in 1906. The owners of Westside State Bank have longstanding ties to Bellevue and were excited to expand operations to 923 Galvin Road South in Bellevue, Nebraska. Westside State Bank is a state-chartered bank regulated by the Nebraska Department of Banking and the FDIC.



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15b.
06/15/2021

COUNCIL MEETING DATE: 06/15/2021		SUBMITTED BY: City Administrator	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Resolution 2021-19 Moratorium on acting upon applications for any permits, zoning approvals, or zoning changes for any proposed Solar Plants and any related power generation facilities.

SYNOPSIS/BACKGROUND:

This resolution is being proposed to address the lack of specific zoning regulations regarding solar plants and related power generation facilities in the City's current zoning ordinances. Solar plants and related facilities would have impacts on the City and adequate zoning regulations are necessary to ensure the appropriate location and design of such facilities, as well as to ensure the health, safety, and general welfare of the community. The complexity of such regulations, time required to conduct adequate review and preparation of plans for such regulations, and the need to allow broad public participation in the proposal of such regulations mean that such legislation should not be proposed hastily. A three month moratorium on acting upon any applications for permits, zoning approvals, or zoning changes for solar plants and related facilities would allow the City time to engage in thoughtful and informed creation of zoning regulations in these areas.

FISCAL IMPACT: None BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO	COUNTER-PARTY:	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION:		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME:		
START DATE: 06/16/2021	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:

It is recommended that the City Council approve Resolution 2021-19 and authorize the Mayor to sign.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Cynthia Neethler
[Signature]
[Signature]

RESOLUTION NO. 2021-19

A resolution of the Mayor and City Council of the City of Bellevue, Nebraska, approving a moratorium on acting upon applications for any permits, zoning approvals, or zoning changes for any proposed Solar Plants and any related power generation facilities.

WHEREAS, the City of Bellevue has zoning regulations in place which are intended to direct the location of specific uses and provide for proper and safe separation of conflicting uses; and

WHEREAS, there have been discussions concerning the location and impact of solar plants and related power generation facilities within and/or near the City's extraterritorial zoning jurisdiction and future growth area; and

WHEREAS, solar plants and related power generation facilities may have impacts on the City; and

WHEREAS, the City of Bellevue's current zoning regulations do not specifically regulate solar plants and related power generation facilities; and,

WHEREAS, the City wishes to more effectively encourage appropriately located and designed solar plants and related power generation facilities; and

WHEREAS, the City further wishes to more effectively regulate solar plants and related power generation facilities to ensure and promote the health, safety, morals and general welfare of the Bellevue community, and

WHEREAS, the City's current zoning regulations regarding solar plants and related power generation facilities need to be amended and updated, specifically regarding the location of such facilities to encourage the appropriate location and design of such facilities; and

WHEREAS, the City wishes to study the existing zoning regulations related to this use and make appropriate amendments and updates to accomplish this goal; and

WHEREAS, it is currently expected that a reasonable time for the City to complete its aforementioned study, and for the City to enact any legislation resulting therefrom, is deemed to be from June 16, 2021 until September 21, 2021, or until the effective date of a Bellevue City

Ordinance addressing solar plants and any relate power generation facilities, whichever occurs first (“Review and Update Period”); and

WHEREAS, the City has determined that it is appropriate for the community to place a moratorium on acting upon applications for any permits, zoning approvals, and zoning changes regarding proposed solar farms and any related power generation facilities throughout this Review and Update Period; and

WHEREAS, to the City’s knowledge, there are no pending applications for permits, zoning approvals, or zoning changes related solar farms or related power generation facilities.

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

The Mayor and City Council of Bellevue, Nebraska hereby approve a moratorium on acting upon applications for any permits, zoning approvals, or zoning changes regarding proposed solar plants and any related power generation facilities throughout the Review and Update Period ending on September 21, 2021 or on the effective date of a Bellevue City Ordinance addressing solar plants and related power generation facilities, whichever first occurs.

ADOPTED AND APPROVED this _____ day of June 2021.

Mayor

ATTEST:

City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16a.
06/15/2021

COUNCIL MEETING DATE: 10/20/2020	SUBMITTED BY: Mike Christensen	Permits & Inspections
AGENDA ITEM:	CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Addendum to Electronic Government Service Level Agreement Between NIC Nebraska, City of Bellevue, NE, and the Nebraska State Records Board

SYNOPSIS/BACKGROUND:

Addendum to (EGSLA) made by Nebraska interactive, LLC dba NIC Nebraska (the Contractor), the Nebraska State Records Board, and City of Bellevue, Nebraska, sets forth certain services the Contractor will provide (operating under the NSRB's auspices and authority), along with prices to be charged and terms of payment for Portal services. Project: Citizen Payment Processing for City of Bellevue, Nebraska

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

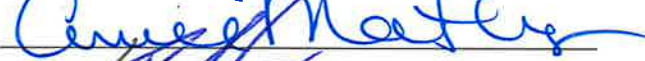
RECOMMENDATION:

This addendum to the contract will allow citizen on line permitting with the Permits Department.


ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: 

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: 

**Electronic Government Service Level Agreement
with
City of Bellevue, Nebraska**

This Agreement is made by and among Nebraska Interactive, LLC, dba NIC Nebraska, a Nebraska Limited Liability Company (“the Contractor”), the Nebraska State Records Board (the “NSRB”), and City of Bellevue, Nebraska, a state governmental entity or political subdivision of Nebraska (“the Partner”).

This agreement memorializes supplements to the State of Nebraska Contract between the NSRB and the Contractor (“Master Contract”) effective April 1, 2019, which concerns the operation and management of the Portal. This Agreement is subordinate to the Master Contract and is subject to all terms and conditions therein.

WHEREAS, the Partner is a state governmental entity or political subdivision of Nebraska that desires to utilize the Master Contract; and

WHEREAS, the Contractor desires to extend Master Contract services to the Partner.

NOW, THEREFORE, in consideration of the mutual conditions, covenants, and premises contained in this Agreement, the parties agree as follows:

1. **PURPOSE** – The purpose of this Agreement is to grant the Contractor access and authority to provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support, and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with such services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; *provided, however*, to the extent the parties desire for the Contractor to provide services to the Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.
2. **APPLICATION SUPPORT**
 - a. The Contractor agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering the user’s technical questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
 - b. The parties agree that the Partner will be responsible for answering all user questions related to the Partner’s business processes, as well as the Partner’s rules and regulations, policies and procedures applicable to an addendum to this Agreement.
 - c. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for the Contractor to provide a high level of customer support. The Partner agrees to supply the Contractor with all information necessary to assist user as indicated above.
 - d. The Partner agrees to grant access to information necessary for the Contractor to perform updates or maintenance for electronic access to public records for services set forth in addenda related to this Agreement.
 - e. The Partner agrees to update and inform the Contractor on substantive changes in the law relating to electronic services provided by the Contractor.
3. **CHANGES IN PORTAL** – Unless there is an agreement otherwise, the parties will provide thirty (30) days written notice of any planned, material changes in Portal operations affecting the

Partner’s online service. A “material change” is defined as a change that adds to the complexity of an application or diminishes the services provided. These changes will include, but are not limited to file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.

- 4. PARTNER’S FEES – The Partner is responsible for correctly calculating any of its fees and providing the Contractor those fee calculations. The Contractor will not assume liability for Partner application fee miscalculations that the Partner approved as functionally correct. The Contractor will also not assume liability for the Partner’s fee miscalculations due to system errors not caused by any act or omission on the part of the Contractor.
- 5. TECHNOLOGY STANDARD – The Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/> and ensure that products and/or services provided under the Agreement are in compliance or will comply with the applicable standards.
- 6. CONFIDENTIALITY – All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be regarded as confidential information and treated as described in Section I.KK of the Master Contract. All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be handled in accordance with Federal and State Law. The Contractor shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Contractor shall not be responsible for treatment contrary to State and Federal Law by the State, any agency, members of the public, or others not under the Contractor’s control.
- 7. AGREEMENT REPRESENTATIVES AND NOTICES – All matters relating to this Agreement shall be directed to the following persons. Each party may change these designations following written notice from each party to the other party to this Agreement

Mailing address: City of Bellevue, Nebraska, Mayor
1500 Wall Street
Bellevue, Nebraska 68005
Phone: 402-293-3000
Email: rusty.hike@bellevue.net

Mailing Address: Nebraska Interactive dba NIC Nebraska
1135 M Street, Suite 220
Lincoln, NE 68508
Phone: 402-471-7810
Fax: 02-471-7817
Email: ne-general-manager@nicusa.com

Mailing Address: Nebraska State Records Board
Secretary of State
1445 K Street, Suite 2300

Lincoln, NE 68509

Phone: 402-471-1572

Fax: 402-471-3237

8. TERMINATION OF AGREEMENT –

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract.

For purposes of this Agreement, the phrase “for cause” shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum.

In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.

- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
 - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
 - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.
9. TERM OF AGREEMENT – This Agreement shall commence on the date of execution by all parties and shall terminate with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.
10. RELATIONSHIP OF PARTIES – Notwithstanding any other provisions contained herein, it is expressly agreed that the Contractor is an Independent Contractor in the performance of every part of this Agreement and not an agent or employee of the NSRB or the Partner.
11. CHANGES, MODIFICATIONS OR AMENDMENTS – This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.
12. MARKETING – The Partner may provide reasonable marketing space in its publications (if or when such exists) at no charge, to allow the Contractor’s promotion of Portal services.
13. EXHIBIT SPACE – The Partner may provide NSRB or the Contractor complimentary exhibit space or speaker time at any appropriate conventions or seminars, which the Partner may host.
14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)
- a. INTERFACE AND DATABASE DEVELOPMENT – Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. The Contractor will provide online access to the Partner to view

transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.

b. SWIPE HARDWARE PROVISION AND SUPPORT

- i. To the extent permitted by law, scope of the Master Contract, and NSRB policy, if the Partner would like for the Contractor to provide swipe hardware, the parties shall agree in an addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or the Contractor. The Contractor shall provide hardware support for payment processing service cards or swipe hardware, if such hardware is used by Partner and if it has been obtained through the Contractor. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
- ii. The Contractor shall repair or replace any of its defective card swipe hardware provided to the Partner under this Agreement. If required, the Contractor will ship the replacement card-swipe hardware to the Partner within two business days.
- iii. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for providing hardware service support. The Partner agrees to supply the Contractor with all information (within Partner's control) necessary to aid the Contractor in assisting the Partner's staff users at the Service hardware support level agreed above.

c. COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT – The Contractor shall be responsible for all costs in supplying electronic payment reports and payment-transaction confirmation numbers to the user. This includes the cost for the Contractor's interface with the Partner's system in order to provide such electronic payment reports and user payment-transaction confirmation number. Such system shall:

- i. Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner.
- ii. Supply reports to the Partner in an understandable and logical format; and
- iii. The Contractor's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by the Contractor and Partner, and finally approved by the designated Partner before it is offered to the user.

d. ONLINE CARD SECURITY – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS"). The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of PCI DSS requirements that the Contractor administers and the requirements that are the Partner's responsibility. If the Partner operates swipe hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.

e. PAYMENT OF FEES – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by the Contractor. The following outlines the Agreement for these payment methods.

- i. Credit Card and Electronic Check Payments through State-Selected Processor – The Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal shall be deposited directly in an account selected by the State Treasurer and disbursed from the State’s distributive account to the Contractor within three (3) business days.
- ii. Credit Card and Electronic Check Payments through the Contractor-Selected Processor – If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this subsection shall apply in lieu of Section 14(e)(i). The Contractor may use its direct contract with a processor to process such funds and deposit funds in the Contractor’s bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of the Contractor receiving such funds. The Contractor shall provide the Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- iii. Return or Chargeback –If a return or chargeback is received, user may incur an additional \$15.00 charge by the Contractor for the recovery of the handling and processing of these returns or chargebacks. The amount charged by the Contractor for the recovery of the handling and processing of these returns or chargebacks is subject to change without notification to the Partner. The Contractor will provide the Partner online access to a report detailing all returns or chargebacks and reasons for the returns or chargebacks on each business day.
- iv. Refunds – The Partner will initiate refunds (funds credited back to the customer) up to the amount of the statutory or other fee due to the Partner based on the method provided by the Contractor. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
- v. Credit Card Chargebacks – The Contractor will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Contractor is unable to collect funds within 60 days from receipt of notice, chargeback will be deducted from a future Partner disbursement from the State Treasurer or the Contractor. The Partner will then be responsible for any business process needed to recover funds for chargebacks.
- vi. Check Returns – Returned checks will be deduct from future Partner Disbursement at the time the return is processed from the State Treasurer or the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
- vii. Fees – The Contractor will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
- viii. Subscription Services –the Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section

II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.

- f. RECORDS AND FINANCES – All the Contractor’s documents and records relating to Electronic Payment transactions made via the Contractor’s payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.
15. EXISTING SERVICES – All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
16. ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
17. GOVERNING LAW –The laws and statutes of the State of Nebraska shall govern this Agreement
18. SEVERABILITY – If a court of competent jurisdiction declares any of this Agreement’s terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and the parties’ rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
19. ORDER OF PRECEDENCE – If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
 - a. Any amendments to the Master Contract
 - b. The Master Contract
 - c. An addendum to this Agreement
 - d. This Agreement
20. APPLICATION ENGINE TERMS – The applications and services developed by the Contractor pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed as an Electronic Service under the terms of the Master Contract. Custom-developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Section II.O the Master Contract, the Contractor, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the “Application Engine Object Files”). Upon delivery of the Application Engine Object Files, the Contractor shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.
21. GOV2GO TERMS – If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor’s services hereunder, the following terms apply.
 - a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile

applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.

- b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
- c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
 - (1) Connect the Partner's designated systems or data sources to the Gov2Go Platform,
 - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
 - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
 - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State's payment processor or NIC's payment processor, as applicable,
 - (5) Process all other forms of Electronic Funds Transfer using the State's payment processor or NIC's payment processor, as applicable, and
 - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
- d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
- e. Partner Intellectual Property – All intellectual property developed by or provided by the Partner under this Agreement (the "Partner Intellectual Property") shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
- f. The Contractor's Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the "Contractor's Intellectual Property") shall be the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor's performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.
- g. Ownership of Data – Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section III thereof. Any data collected by the Contractor or an affiliate through the Gov2Go Platform that is not directly connected to an interaction or transaction with the State shall be owned by the Contractor, its affiliate, or another governmental entity, as applicable. Partner acknowledges that the Gov2Go Platform is a national product and therefore data will be

collected by the Gov2Go Platform that is not directly related to an interaction or transaction with the State.

IN WITNESS WHEREOF, the parties execute this agreement by their duly authorized official or officers listed below.

**Nebraska Interactive, LLC dba NIC
Nebraska**

Brent Hoffman
General Manager

Date

City of Bellevue, Nebraska

Rusty Hike
Mayor

Date

Nebraska State Records Board (NSRB)

Secretary of State, Robert B Evnen
Chairperson

Date

**Addendum Three to the
Electronic Government Service Level Agreement Between
NIC Nebraska,
City of Bellevue, Nebraska, and the
Nebraska State Records Board**

This Addendum Three to the Electronic Government Service Level Agreement ("EGSLA") made by Nebraska Interactive, LLC dba NIC Nebraska (the Contractor), the Nebraska State Records Board (NSRB), and City of Bellevue, Nebraska, sets forth certain services the Contractor will provide (operating under the NSRB's auspices and authority), along with prices to be charged and terms of payment for Portal services. This Addendum provides the authority to assess and collect the fees described herein.

Project: Citizen Payment Processing for City of Bellevue, Nebraska

Revenue Type: Instant Access

Implementation: 2021

Service	City of Bellevue, Nebraska Fee	Contractor Portal Fee	NSRB Share
Citizen Payment Processing Electronic Check	Full statutory/assessed fee charged by Partner	\$ 1.75	20% of Portal Fee
Citizen Payment Processing Credit Card	Full statutory/assessed fee charged by Partner	\$1.75 + 2.49%	20% of Portal Fee
Citizen Payment Processing PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95	20% of Portal Fee

Payment Processing: The Contractor will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

- State-Selected Processor
- Contractor-Selected Processor (not applicable for state agencies – Neb. Rev. Stat. §81-118.01)

[OPTIONAL PROVISION] **Integrated Hardware Provision:** "Swipe" Hardware will be serviced and maintained by the Contractor in accordance with Section 14(b) of the EGSLA and provided as follows (check one)

- Not applicable

Security: The Contractor's security provisions are found at nebraska.gov/securitypolicy.html

By: _____

Date: _____

General Manager – Brent Hoffman

Nebraska Interactive, LLC dba NIC Nebraska

By: _____

Date: _____

Mayor - Rusty Hike

City of Bellevue, Nebraska

By: _____

Date: _____

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16b.
06/15/2021

COUNCIL MEETING DATE: 06/15/2021	SUBMITTED BY: Finance Director	CDBG Consultant, Abby Highland
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:

CDBG Consulting Contract Renewal

SYNOPSIS/BACKGROUND:

The City's CDBG specialist utilizes a contracted consultant. The City has received a high quality of service and reduced the cost of CDBG over the past several years while the necessity, complexity and amount of HUD funds have increased. This is a renewal of that contract for two years with an increase in the hourly rate from \$41/hr to \$45/hr (2-year term). The cost of the CDBG consultant is paid by the HUD/CDBG program funds (no direct cost to the City). The CDBG specialist had been with the City for eleven years (six years as an employee and five years as a contractor), bringing the CDBG program to a highly-respected level by participants and HUD administrators. In order to continue that level of competence (and compliance) in the performance of CDBG duties, the City is proposing to renew the contract with the individual.

FISCAL IMPACT: +300k BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: YES 100%

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: CDBG Consulting Contract

CONTRACT EFFECTIVE DATE: 07/09/2021 CONTRACT TERM: 24 months CONTRACT END DATE: 07/08/2023

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: 60 ACCOUNT NUMBER: 6033

RECOMMENDATION:

Approve the Independent Contractor Agreement renewal.

ATTACHMENTS:

1. Contractor Agreement	2. Contractor Agreement-changes	3. _____
4. _____	5. _____	6. _____

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Angie Mathis

[Signature]

[Signature]

**INDEPENDENT CONTRACTOR AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT “CDBG” PROGRAM SPECIALIST**

THIS AGREEMENT is made and entered into this 15th day of June, 2021, by and between the City of Bellevue, a Municipal Corporation (hereinafter referred to as the “City”) and the independent contractor, Abby Highland (hereinafter referred to as “Highland” or “CDBG Specialist”).

WHEREAS, the City participates in the federally funded Community Development Block Grant entitlement program (hereinafter referred to as “CDBG Program”);

WHEREAS, the City desires the CDBG Specialist to perform certain professional consultation services pertaining to coordination and implementation of the CDBG Program, more specifically described below (also referred to as “Work”);

WHEREAS, the CDBG Specialist represents that she is qualified and desires to perform such Work;

THEREFORE, the City and Highland, in consideration of the mutual covenants and agreement herein contained, do mutually agree as follows:

1. **SCOPE OF WORK.** During the term of this Agreement, the CDBG Specialist agrees to fully and completely perform Work for the City, in a manner and form satisfactory to the City, as more specifically set forth in Exhibit “A”.

2. **TIME AND PLACE FOR WORK.** The CDBG Specialist will perform Work outside of the premises and/or the geographical location of the City. The CDBG Specialist shall comply with all federal, state and local timelines for the completion of Work under this Agreement.

3. **OWNERSHIP OF WORK.** The CDBG Specialist expressly acknowledges that the Work and services provided hereunder, including but not limited to any material, designs, products, inventions, original works of authorship, creative works, discoveries, innovations, improvements, developments, and modifications, are being specially ordered and commissioned by the City. The Work contributed by the CDBG Specialist hereunder shall be considered a "work made for hire" as defined by the copyright laws of the United States. The City shall be the sole and exclusive owner and copyright proprietor of all rights, title and interest in and to the CDBG Specialist’s Work and services provided hereunder, in whatever stage of completion.

If for any reason the Work hereunder is determined at any time not to be a "work made for hire", the CDBG Specialist hereby expressly agrees to irrevocably transfer and assign to the City all rights, title and interest therein, including all copyrights and reproduction rights to any Work prepared by the CDBG Specialist in connection with and arising out of this Agreement, as well as all extensions thereto. The CDBG Specialist further agrees to cooperate with the City in securing and defending the City’s rights, title, ownership, copyright and interest.

The CDBG Specialist represents that, except with respect to material furnished to the CDBG Specialist by the City, the CDBG Specialist is the sole author of the Work and all services are original with the CDBG Specialist and not copied in whole or in part from any other Work; that the CDBG

Specialist's Work is not libelous or obscene, or knowingly violates the right of privacy or publicity, or any other rights of any person, firm or entity.

4. **TERM AND TERMINATION.** The term of this Agreement shall be effective on the 9th day of July, 2021, and shall continue thereafter in full force and effect for a period of two (2) years, ending July 8th, 2023 This Agreement may be terminated by (1) mutual, written agreement of all parties; (2) ninety (90) days' written notice of either party, for any reason; or (3) thirty (30) days' written notice of either party, in the event the other party fails or refuses to perform any of its duties and responsibilities under this Agreement; provided, however, that in the event the failure is remedied within thirty (30) days after such notice is given, such notice shall be null and void and the Agreement shall continue in full force and effect. This Agreement may be renewed for a term of one (1) year if agreed to in writing by all parties.

5. **COMPENSATION AND PAYMENT.** The City agrees to pay the CDBG Specialist for full and completed performance of all Work under this Agreement at the rate of FORTY-FIVE DOLLARS AND NO/100 (\$45.00) per hour, not to exceed 1,500 hours per year. The CDBG Specialist will record her time on a per project basis and submit invoices every month for all Work completed, whether or not the project has been completed. The City will remit payment to the CDBG Specialist within ten (10) business days of approval of said invoices by the City Council. The City shall send payments to the CDBG Specialist's mailing address as set forth below. The CDBG Specialist is responsible for informing the City of any change of address. The CDBG Specialist will not receive any further payment from the City unless mutually agreed to in writing in advance.

6. **TRAVEL EXPENSES.** The City agrees to reimburse the CDBG Specialist for travel expenses and other costs associated with such travel, including airfare and accommodations, which are pre-approved in writing by the City Administrator or his or her designee, and directly related to the CDBG Specialist's completion of Work under this Agreement.

7. **RESOURCES.** The CDBG Specialist shall supply her own computer, supplies and contact information, including email address and phone number. The CDBG Specialist shall not have access to the City's intranet, City server or City email. The CDBG Specialist shall have access to any City records and information necessary to complete Work under this Agreement, including but not limited to, contact information and forms. The City's staff will be available for meetings with the CDBG Specialist, with reasonable advance notice, so as not to unreasonably interfere with or adversely affect the timeline for completion of Work under this Agreement.

8. **INSURANCE.** The CDBG Specialist shall furnish a Certificate of Insurance as proof that she has secured and paid for policies of public liability and automobile insurance covering all risks incident to or in connection with the execution, performance, attempted performance or nonperformance of this Agreement. The amounts of such insurance shall not be less than the maximum liability that can be imposed on the City under the laws of the State of Nebraska.

9. **PROFESSIONAL RESPONSIBILITY.** Nothing in this statement shall be construed to interfere with or otherwise affect the rendering of services by the CDBG Specialist in accordance with her independent and professional judgment. The CDBG Specialist shall perform her services substantially in accordance with generally accepted practices and principles of her trade.

10. **CONFIDENTIALITY.** The CDBG Specialist acknowledges that she may be given or have access to Confidential Information, which is information or material proprietary to the City,

including any information, data, know how, and other intellectual property, utilized by the City in its course of business. The CDBG Specialist agrees to keep, hold and maintain in trust all such Confidential Information and to neither directly nor indirectly disclose to any third party such Confidential Information without the prior written consent of the City. This obligation shall survive the termination of any agreement or relationship between the parties. At any time upon request in writing by the City, the CDBG Specialist shall immediately return or destroy such Confidential Information in its possession and control. Upon breach of any provision of this confidentiality agreement, the City shall be entitled to equitable and injunctive relief, recovery of any and all damages and any other remedies available under applicable law or in equity as determined by a court of competent jurisdiction.

11. **RELATION OF THE PARTIES.** The CDBG Specialist is retained by the City for the purposes and to the extent set forth in this Agreement and the CDBG Specialist's relationship to the City shall, during the term of this Agreement, be that of an Independent Contractor and shall not be considered as having an employee status. The City shall not withhold, from sums becoming payable to the CDBG Specialist hereunder, any amounts for State or Federal Income Tax, or for FICA (Social Security) Taxes, during the term of this Agreement.

12. **ANTI-DELEGATION.** The CDBG Specialist shall not delegate any of her Work to third parties.

13. **NOTICES.** All notices or other communications required or permitted under this Agreement must be in writing and addressed as set forth below:

CITY OF BELLEVUE:
City Administrator
1500 Wall Street
Bellevue, NE 68005

CDBG SPECIALIST:
Abby Highland
16 Gleason Drive
Iowa City, IA 52240

14. **INDEMNIFICATION.** The CDBG Specialist agrees to accept and be responsible for her own acts or omissions, as well as the acts or omission of her employees, if any, in providing services under this Agreement and nothing in this Agreement shall be interpreted to place any such responsibility for acts or omissions onto the City. The CDBG Specialist agrees to indemnify, defend and hold harmless the City, its directors, officers, agents and employees from and against all claims, actions or causes of actions, including attorney fees, arising out of the CDBG Specialist's Work and services under this Agreement.

The City similarly agrees to accept and be responsible for its own acts or omissions, as well as the acts or omission of its employees, if any, in providing services under this Agreement and nothing in this Agreement shall be interpreted to place any such responsibility for acts or omissions onto the CDBG Specialist. The City agrees to indemnify, defend and hold harmless the CDBG Specialist, its directors, officers, agents and employees from and against all claims, actions or causes of actions, including attorney fees, arising out of the City's actions under this Agreement.

15. **GOVERNING LAW AND CONSTRUCTION.** This Agreement shall in all respects be interpreted, enforced, and governed under the laws of the State of Nebraska. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the parties.

16. **OTHER TERMS.** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and assigns. This Agreement constitutes the complete understanding between the Parties, unless amended by a subsequent written agreement signed by the City and the CDBG Specialist. Nothing in the Agreement shall be construed as prohibiting or limiting the CDBG Specialist from engaging in order employment, including providing similar consultation services to third parties.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

AGREED AND ACCEPTED:

CITY OF BELLEVUE

_____ Date: _____
MAYOR RUSTY HIKE

ABBY HIGHLAND, CONTRACTOR

_____ Date: _____
ABBY HIGHLAND

SUSAN KLUTHE, CITY CLERK

EXHIBIT “A”
Work to be Performed by CDBG Specialist

Provides the City and other entities with the appropriate processes and procedures to manage its allocation of HUD dollars.

Provides information to the City of community, social and economic resources available to low and moderate income families.

Implements all federal requirements and objectives outlined in the consolidated and annual action plans.

This vendor has a high degree of access to confidential information. Incumbents of this position shall adhere to the City Personnel policy regarding confidentiality.

Provides the plan and coordinates policy development for the Community Development Block Grant Program, ensuring compliance with applicable federal rules and regulations.

Prepares and submits necessary documents and reports in a timely manner, to remain in compliance with, but not limited to, HUD requirements, including the Consolidated Plan, Annual Action Plan, Consolidated Annual Performance and Evaluation Report, and required quarterly reports to Department of Housing and Urban Development.

Creates and provides necessary information to the City for the annual allocation process for CDBG funding provided by HUD, ensures programs and projects submitted meet the national objectives of the federal program.

Organizes the citizen participation process for the allocation of federal funds, including providing the City with posting notices, hosting of public hearings, and obtaining citizen comments.

Provides notice and tracking of availability, allocation, and expenditure of CDBG funds and performs continual financial monitoring of federally funded activities.

Provides ongoing monitoring of CDBG funding, including compliance with environmental review requirements, prevailing wage requirements and administrative regulations as they pertain to projects and activities funded through CDBG.

Coordinates the application, award process, and ongoing administration of selected federal, state and local grant funds, including assisting with the maintenance of federal expenditure schedules for annual audits.

Forecasts contract expenditures and revenues.

E-VERIFY AGREEMENT

THIS AGREEMENT is made and entered into this 15th day of June, 2021, by and between the City of Bellevue, a Municipal Corporation (hereinafter referred to as the “City”) and the independent contractor, Abby Highland (hereinafter referred to as “Contractor”).

The City and Contractor hereby incorporate the following into each and every other agreement, whether oral or written, whether by work order, purchase order or otherwise, entered into between City and Contractor during any period during the term of this Agreement as if the following was part of each and every other agreement:

NEW EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor’s lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

Date: June 15, 2021.

THE CITY OF BELLEVUE, NEBRASKA

By: _____

Name: Rusty Hike

Title: Mayor

ATTEST:

City Clerk

Abby Highland, Contractor

By: _____

Name: Abby Highland

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16c.
06/15/2021

COUNCIL MEETING DATE: 06/15/2021		SUBMITTED BY: CDBG/Finance		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>		CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approve the 2020 CDBG Subrecipient Agreement with MRH Land, LLC for the First City Tavern Improvement project in an amount not to exceed \$45,000.00

SYNOPSIS/BACKGROUND:

As part of the 2020 Action Plan approved by the City Council on July 21, 2020, MRH Land, LLC was approved for funding in an amount not to exceed \$45,000.00. The grant funds will be used to provide assistance to complete facade improvement including window replacement, canvas tenting, and railings for the building at 2210-2212 Franklin Street. MRH has approved and signed the subrecipient agreement which includes the scope of service and all city and federal requirements for the use of CDBG funding.

FISCAL IMPACT: \$45,000.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: YES

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: MRH Land, LLC	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: 2020 CDBG Subrecipient Agreement		
CONTRACT EFFECTIVE DATE: 06/15/2021	CONTRACT TERM: 1 year	CONTRACT END DATE: 06/14/2022
PROJECT NAME: First City Tavern Improvements		
START DATE: 06/15/2021	END DATE: 06/14/2022	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-192107	ACCOUNT NUMBER: 60/1903/192107/450	

RECOMMENDATION:

Approve and authorize the City Council President to sign the CDBG subrecipient agreement with MRH Land, LLC.

ATTACHMENTS:

- | | | |
|-------------------------------------|-------------------------|-------------------------|
| 1. 2020 CDBG 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:


 Rich Severson
 City of Bellevue, Nebraska
 Department of Public Works
 1000 West 10th Street, Suite 100
 Bellevue, Nebraska 68005



**AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
MRH LAND, LLC
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-20-MC-31-0003**

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this _____ day of _____, 2021 by and between the subrecipient MRH LAND LLC hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

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

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-20-MC-31-0003 HUD contract in the amount of \$45,000.00 for façade improvements for a building located at 2210-2212 Franklin Street, Bellevue, NE 68005; and

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

A. SCOPE OF SERVICE.

1. Activities. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed \$45,000.00 from the B-20-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of façade improvements including include window replacement, canvas tenting, and railings for the building at 2210-2212 Franklin Street, Bellevue, NE 68005. The SUBRECIPIENT will be responsible for administering a Community Development Block Grant (CDBG) program in a manner satisfactory to the GRANTEE and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:
 - a. Program Delivery. To provide improvements including façade improvements including window replacement, canvas tenting, and railings to the building in a low- and moderate-income area at 2210-2212 Franklin Street as eligible under 24 CFR 570.203(a)(3). The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
 - i. Complete all approved work including window replacement, canvas tenting, and railings to the building as outlined in the CDBG 2020 application and budget.
 - ii. Provide matching funds needed to complete the all improvement project.
 - iii. All construction work completed is subject to Federal Labor Standards Provisions as described in form HUD-4010 and in the agreement Section D. Other Program Requirements.
 - b. Income Benefit Goals. It is anticipated that one property owner of buildings in a low- and moderate-income area will benefit from building improvements.
 - 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 Area Benefit as a

business serving an area with census blocks with a percentage of low- and moderate-income persons in excess of 51 percent per 24 CFR 570.208(a)(1)(i) and that is primarily residential in character.

- d. Collateral Requirements. To ensure program compliance, the GRANTEE will place a Deed of Trust on the property receiving CDBG assistance in the amount of the grant funds expended. The Deed of Trust will remain in place for a period of five years from the date of the completion of work and close out of contract.
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. Such reports shall include, but not be limited to:
 - a. Statistical information including the number of persons provided with new or improved access to services and/or facilities or businesses benefiting from improved location availability.
 - b. Update on the expenditure of funding as well as a timeline for expenditure update.
 - c. Documentation of match or funds leveraged with CDBG funding.
 - d. Procurement and contracting records for construction work for compliance with federal requirements and reports of the costs and obligations incurred in connection therewith,
 - e. Other reports as required by Section 570.507 or Title 24, OMB Circular A-110, and as otherwise required by HUD and the GRANTEE.
 3. Site Visit. The GRANTEE CDBG staff will perform periodic site visits to ascertain that approved and contracted work is proceeding properly and satisfactorily, authorize (with the SUBRECIPIENT's written approval, including signature and date) any change orders, and mediate in the event of the owner dissatisfaction with the work completed by the contractor. The work will be in compliance with all applicable Federal, state and local rules and regulations governing these funds and, in a manner, satisfactory to the GRANTEE of Bellevue. Before the commencement of the project, the SUBRECIPIENT must have approval of expenditures by the GRANTEE of Bellevue CDBG Specialist.
 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.
 - a. The SUBRECIPIENT must meet all mitigation requirements outlined in the environmental review record.
 5. Time of Performance. This agreement will remain in effect for twelve (12) months from the date of this agreement, or for as long as funds are made available.
 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.

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed \$45,000.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
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 15th day of the month following the end of a quarter. The CDBG Fiscal Year will be October 1st to September 30th. Quarters will be:
 - a. 1st Quarter: October – December,
 - b. 2nd Quarter: January – March,
 - c. 3rd Quarter: April – June, and
 - d. 4th Quarter: July – September.
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. 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 Tuesday 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. 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 \$1,000,000.00 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 insure 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 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: Partners
MRH Land LLC
114 East Mission Ave
Bellevue, NE 68005
 - c. Copy to: Finance Director
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Paul Cook, City Council President
City of Bellevue, Nebraska



Matt McKinney, Partner
MRH Land, LLC

Rich Severson, Finance Director
City of Bellevue, Nebraska



George Rybal, Partner
MRH Land, LLC



Rusty Hike, Partner
MRH Land, LLC

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 Paul Cook and Susan Kluthe, whose names as City Council President 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 City Council President 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)

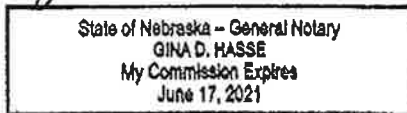
My Commission Expires: _____

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

The above and foregoing instrument was acknowledged before me this 26 day of May, 2021, by Matt McKinney, Partner, on behalf of the organization.

My Commission Expires:

June 17, 2021



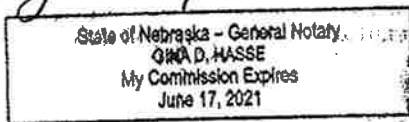
Gina D. Hasse
NOTARY PUBLIC

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

The above and foregoing instrument was acknowledged before me this 26 day of May, 2021, by George Rybar, Partner, on behalf of the organization.

My Commission Expires:

June 17, 2021



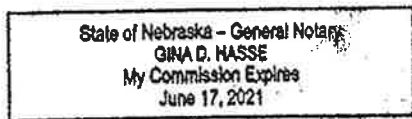
Gina D. Hasse
NOTARY PUBLIC

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

The above and foregoing instrument was acknowledged before me this 26 day of May, 2021, by Rusty Hike, Partner, on behalf of the organization.

My Commission Expires:

June 17, 2021



Gina D. Hasse
NOTARY PUBLIC

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
06/15/2021

COUNCIL MEETING DATE: 06/15/2021		SUBMITTED BY: Mr. Ristow		
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:

Metal roof for the existing dock at American Heroes Park

SYNOPSIS/BACKGROUND:

Leadership Sarpy Class 2021 selected placing a metal roof over the existing dock at American Heroes Park as their Legacy Project. Members of the group have completed an engineering study and cost sheet and are requesting to utilize money from the Community Betterment Fund to complete this project. The funds would cover materials, labor, and licensing fees.

FISCAL IMPACT: \$22,500.00 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: Capital Improvement Fund

RECOMMENDATION:

Recommend approval to place a metal roof over a portion of the existing dock at American Heroes Park, not to exceed \$22,500.00

ATTACHMENTS:

1. City Administrator Memo	2. Engineering Plans Roof	3. Preexisting Dock Plans
4. Cost Sheet	5. _____	6. _____

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

[Handwritten signatures in blue ink]

BELLEVUE POLICE DEPARTMENT
MEMORANDUM

TO: Mr. Ristow

FROM: Capt. Dargy

SUBJECT: American Heroes Park Canopy

DATE: 06/03/21



I want to inform you my Leadership Sarpy Legacy Class Project has been finalized and we are requesting funds from the Community Betterment Fund, not to exceed \$22,500.00, to place a metal roof over a portion of the dock at American Heroes Park. This project was recommended to my group as a good fit for the area and would complement the City's Master Plan already in place for the Park. Members of our group have contributed hours already, at no cost to the City, for an engineering study, plans and a materials cost sheet which are included with this memo. One of our team members employer, Tetris, will be handling the purchase of materials and installation of this project. If you have any questions, please let me know.

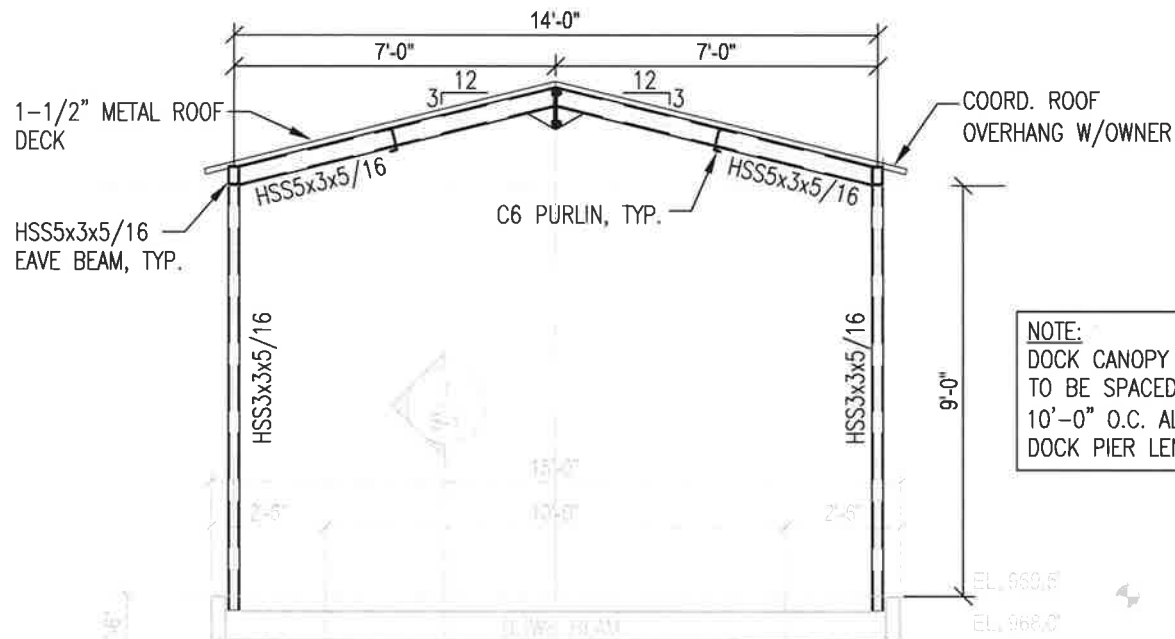
Respectfully Submitted,

A handwritten signature in black ink, appearing to be "H. Dargy".

Budget Estimate	BCC Building Cost Consultants, Inc. City of Bellevue American Heros Park - Dock Cover Bellevue, Nebraska Leadership Sarpy Legacy Project	QTY. NO. UNITS	QTY. UNIT	MATERIAL & LABOR PER UNIT	MATERIAL & LABOR TOTAL
5/13/21					
ITEM	DESCRIPTION				
FINAL SUMMARY SHEET		Cost Per Square Foot			
	Dock Cover (Page 2)	1	L.S.		\$19,110.00
	SUBTOTAL =				\$19,110.00
	General Conditions, Overhead, Profit, Insurance and Bond -	5%			\$960.00
	SUBTOTAL =				\$20,070.00
	Design Contingency -	0%			\$0.00
	SUBTOTAL =				\$20,070.00
	Escalation -	0%			\$0.00
	SUBTOTAL =				\$20,070.00
	Delivery to Site =	1	L.S.		\$2,100.00
	CONSTRUCTION TOTAL =				\$22,170.00

QUALIFICATIONS

- 1 No sales tax is included. Assumed facility is tax exempt.
- 2 The estimated construction costs assumed the project will be competitively bid with a minimum of 3-4 bidders.
- 3 Assumed construction to be during normal working hours.
- 4 The construction costs shall be used for budgeting and planning purposes only and shall not be used as an actual bid as given by a contractor to build the project.
- 5 The construction totals are rounded to the nearest \$10.00.



PERFORMANCE
Engineering

11811 Fort Street, Suite 104 - Omaha, NE 68164
(402) 343-3960 Fax: (402) 343-3961

599 Perry St., Suite 204A - Castle Rock, CO 80104
(303) 721-5222
PE # 210325

DOCK CANOPY FRAME – SCHEMATIC ELEVATION
AMERICAN HEROES PARK

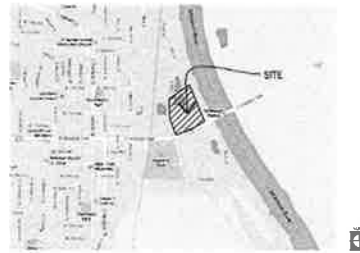
100% CONSTRUCTION DOCUMENTS

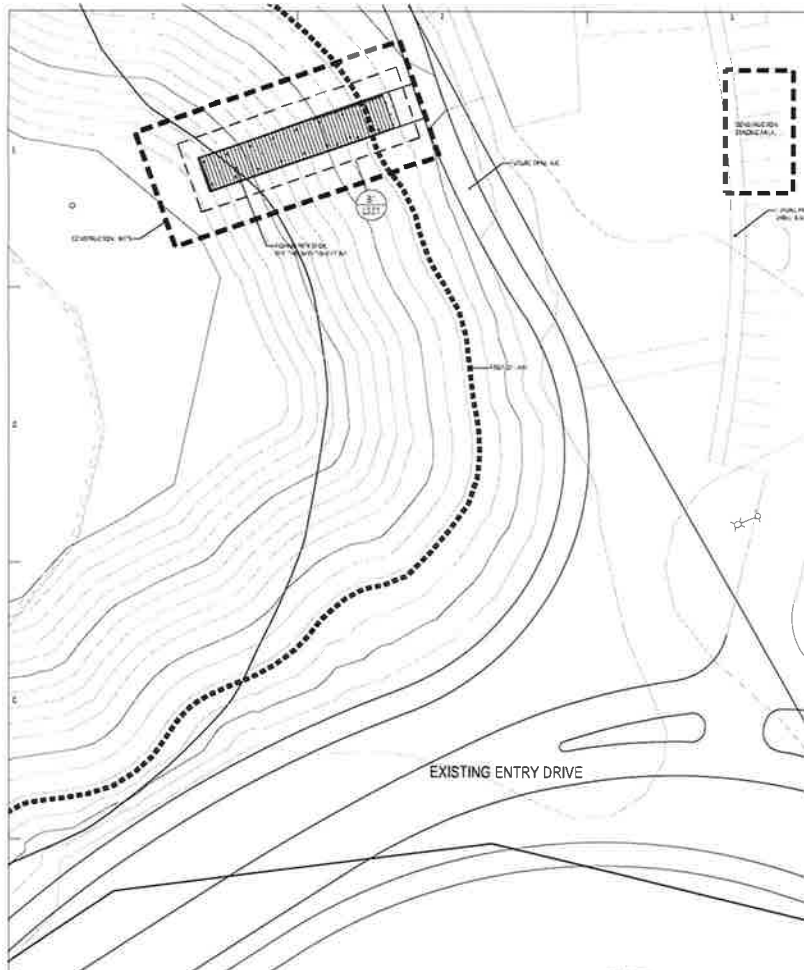
RDG PROJECT NUMBER: 2014.438.00
 DATE: November 4th, 2014

© 2014 RDG Planning & Design

DRAWING INDEX: GENERAL
 00.00 COVER SHEET
 LANDSCAPE ARCHITECTURAL
 1.00 SITE LAYOUT PLAN / SITE DETAILS
 STRUCTURAL
 3.1 STRUCTURAL PLAN / DETAILS

OWNER
 CITY OF BELLEVUE
 1510 WALL STREET
 BELLEVUE, NE 68009
 SITE MAP





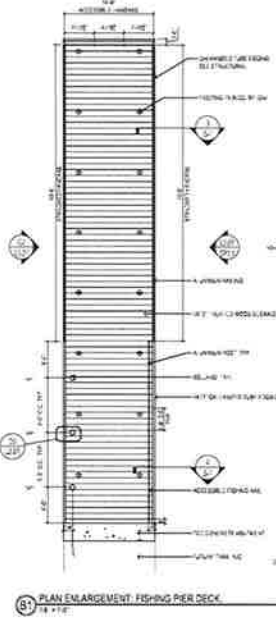
A1 SITE LAYOUT PLAN
1/18

GENERAL NOTES

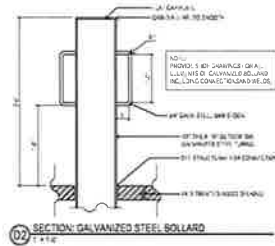
1. THE BOUNDARY SURVEY USED FOR THE BASIS OF THIS DRAWING WAS PREPARED BY:
LAWHART GRIFIN & ASSOCIATES
3332 FARMWAY ST., DUMFRIES, VA 22023
PHONE: 402-951-6211
FAX: 402-551-0540
2. ALL WORK SHALL COMPLY WITH ANY APPLICABLE CITY, COUNTY, STATE, AND FEDERAL CODES, ORDINANCES, REGULATIONS AND RULES.
3. THE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT WHEN CONCRETE FORMWORK IS COMPLETE PRIOR TO CONCRETE POUR. FOR REVIEW AND APPROVAL. NO COMPENSATION FOR REMOVAL AND REPLACEMENT OF INSTALLED CONCRETE, DUE TO UNAPPROVED LAYOUT WILL BE ALLOWED RESULTING FROM FAILURE TO COMPLY WITH THIS REQUIREMENT.
4. FUTURE TRAIL LOCATION FOR REFERENCE ONLY. NOT IN PROJECT.
5. DIGITAL FILES ARE AVAILABLE FOR HORIZONTAL LAYOUT. THE CONTRACTOR SHALL SUBMIT THE CAD/ELECTRONIC FILE TRANSFER USE AGREEMENT FORM.
6. IF DISCREPANCIES ARISE BETWEEN WRITTEN AND ELECTRONIC DIMENSIONS, THE WRITTEN DIMENSIONS PREVAIL.
7. THE CONTRACTOR SHALL CALL FOR THE EXISTING UTILITY LOCATIONS 1-800-331-5885, 48 HOURS PRIOR TO DIGGING. CALL ALL APPLICABLE UTILITY COMPANIES.

LEGEND

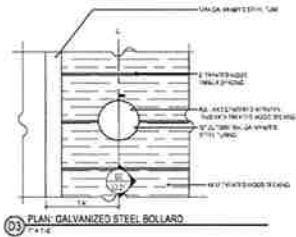
- CONTRACTOR LINE
- L&L PROPOSED ANTELOPE
- FUTURE TRAIL LOCATION FOR REFERENCE ONLY. NOT IN PROJECT.



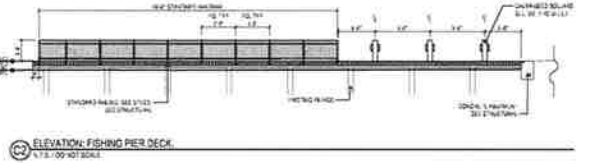
B1 PLAN ENLARGEMENT: FISHING PIER DECK
1/8" = 1'-0"



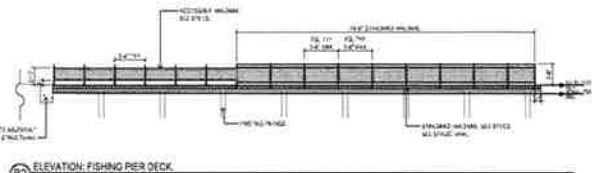
D2 SECTION: GALVANIZED STEEL BOLLARD
1/4" = 1'-0"



D3 PLAN: GALVANIZED STEEL BOLLARD
1/4" = 1'-0"



B2 ELEVATION: FISHING PIER DECK
1/8" = 1'-0" NOT SCALE



B2 ELEVATION: FISHING PIER DECK
1/8" = 1'-0" NOT SCALE

AMERICAN HEROES PARK
15TH ST & MISSION AVENUE
CITY OF BELLEVUE



NO.	DATE	DESCRIPTION

SITE LAYOUT AND DETAILS



