

## Bellevue City Council Meeting

Tuesday, July 6, 2021 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Andrew Diorio, Midlands Baptist Church, 2407 Chandler Road East, Bellevue.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
  - a. Approval of the Agenda
  - b. Approval of the Consent Agenda (**Items marked with an (\*) are approved where this item is, unless otherwise removed**)
    1. (\*) Approval of the June 15, 2021 City Council Minutes.
    2. (\*) Acknowledge Receipt of the June 24, 2021 Planning Commission Minutes.
6. (\*) APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS:
  - a. (\*) Recommendation to reappoint Steffi Swanson to the Bellevue Housing Authority to serve a 5-year term ending July 2026. (Mayor Hike)
9. APPROVED CITIZEN COMMUNICATION: NONE
10. LIQUOR LICENSES:
  - a. Recommend approval of application for Lance A. Kramer as the new Manger for U Save Foods Inc. dba "Family Fare 776 and Family Fare 788" at 5101 Harrison Street and 1510 Harlan Drive (respectively), Bellevue. (City Clerk)
  - b. Recommend approval of application for Andrew R. Guenther as the new Manager for STL of Nebraska, Inc. dba "Target Store 1537" at 3808 Twin Creek Drive, Bellevue. (City Clerk)
11. ORDINANCES FOR ADOPTION (3rd 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)
12. ORDINANCES FOR PUBLIC HEARING (2nd 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)
    1. Request of a Small Subdivision Plat for Lot 1, 370 Square Replat Six, being a Replat of Lots 1 and 2, 370 Square Replat IV.
  - 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)
13. ORDINANCES FOR INTRODUCTION (1st reading):
  - a. Ordinance No. 4043: An ordinance authorizing the issuance of Highway Allocation Fund Pledge Bonds, Series 2021, in an amount not to exceed \$6,000,000.00. (Finance Director)

**(Requesting to waive the rule requiring three readings, hold a public hearing, and vote after the public hearing at tonight's meeting)**

b. Ordinance No. 4044: Request to rezone Lots 1 through 5, Svendsen Acres Replat One, being a replat of Lot 1, Svendsen's Acres, and a platting of Tax Lots D9H, D9D, D9C, and D9B, all located in the Northwest ¼ of Section 16, T14N, R13E of the 6th P.M., Sarpy County, Nebraska from BGH and BNH to BGH and RG-50 for the purpose of existing commercial and residential development. Applicant: Svendsen Real Estate, LLC. General Location: 3501 Harrison Street. (Planning Manager)

c. Ordinance No. 4045: Request to rezone Lot 1, Redwood 25, being a platting of Tax Lot 4F, located in the Northwest ¼ of Section 27, T14N, R13E of the 6th P.M., Sarpy County, NE, from AG to RG-28-PS for the purpose of multi-family residential development. Applicant: Redwood USA, LLC. General Location: South 25th Street and Cornhusker Road. (Planning Manager)

**14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:**

a. Recommendation to approve the Event Application for Kevin Power to host his 7th Annual Private Charity Event to raise donations for the Bellevue Food Pantry, at his home, 108 Meadow Fox Court, on Saturday, July 24, 2021 from 7:00 p.m. to 11:00 p.m., with live music and to waive the \$50 Event Fee. (City Clerk)

b. Recommendation supporting request to name Everett Parks tennis court as "Bill Batchelor Tennis Courts. (City Administrator)

**15. RESOLUTIONS:**

a. Resolution No. 2021-20: Amending the Master Fee Schedule to set the solid waste collection, recycling and yard waste fees for the Solid Waste contract and to add fees for street/alley vacation. (Public Works Director/Wastewater & Solid Waste Superintendent)

b. Resolution No. 2021-21: A resolution adopting the 2021 Papio-Missouri River Natural Resources District Multi-Jurisdictional Hazard Mitigation Plan Update. (Planning Manager)

c. approve Resolution No. 2021-22: Approval for Advanced Gaming Technologies, Inc. to continue to operate a satellite keno location at the business operated by A & K Sun Valley LLC, dba "Sundowner Bar" located at 5031 Harrison Street in Bellevue, Sarpy County, Nebraska and authorize the Mayor to sign. (City Clerk)

d. Resolution No. 2021-23: A resolution approving and authorizing the Mayor to sign the resolution and LPA Program Agreement - Federal-Aid Funds - BM2107 with the State of Nebraska Department of Transportation for the 2021 Bellevue Mayor Street Resurfacing. (Public Works Director)

e. Resolution No. 2021-24: Approve and authorize the Mayor to sign Agreement with Beardmore Hyundai to share in costs for certain improvements at the intersection near 1203 Fort Crook Road North. (Community Development Director)

**16. CURRENT BUSINESS:**

a. Recommendation to approve a separate Agreement with the Chamber of Commerce for additional funding for marketing and rebranding services, in an amount not to exceed \$55,000.00. (Administrator / Community Development Director)

b. Approval of the Redevelopment Agreement and Redevelopment Promissory Note, allowing up to \$435,000.00 plus accrued interest, to offset TIF eligible expenses, for the Ivy Properties Inc.- 2009 Franklin Street Project. (City Clerk)

c. Approve and authorize the Mayor to sign the proposal with Heimes Corp. for the Bellevue Boulevard South Emergency Storm Sewer Replacement, in the amount of \$150,938.00, plus a 10% contingency in the amount of \$15,093.80, for a total project cost not to exceed \$166,031.80. (Public Works Director)

d. Approve and authorize the Mayor to sign the supplemental agreement with Alfred Benesch & Company for the 2021 Resurfacing Project, Bellevue (AC funding), in an amount not to exceed \$53,543.60. (City Clerk)

e. Approve and authorize the Contract Amendment for Ultimate Kronos Group, f/k/a Ultimate

Software Group, for the City's payroll and HRIS system. (HR Director)

f. Approve and authorize the Mayor to sign the First Addendum with Waste Connections of Nebraska, Inc. DBA Papillion Sanitation replacing the fees as outlined in Article 8 of the Franchise Agreement and shall be in effect until April 30, 2023. (Public Works Director/Wastewater & Solid Waste Superintendent)

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

18. CLOSED SESSION:

19. ADJOURNMENT

# MINUTE RECORD

\*5b1.  
7/6/2021

Bellevue City Council Meeting, June 15, 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 15<sup>th</sup> 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 Bryan Rice, Christ the King Lutheran Church, 7308 South 42<sup>nd</sup> 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 Burns, seconded by Preister, 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 Preister, to approve the consent agenda, consisting of the following items: Acknowledge Receipt of May 27, 2021 Planning Commission Minutes; Approval June 1, 2021 City Council Minutes; Acknowledge Receipt of April 13, 2021 Tree Board Minutes; Approval of Claims; Recommendation to approve the appointment of Ralph Gladbach to the Bellevue Bridge Commission, to serve the remaining term of George Graham, ending August 2022; 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; and approve the Independent Contractor Agreement renewal for CDBG Consulting Contract.

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. 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 third and final time.

**Motion** was made by Cook, seconded by Welch, to approve Ordinance No. 4038. 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. 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 second time and a public hearing was held.

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

# MINUTE RECORD

Bellevue City Council Meeting, June 15, 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 July 6, 2021.

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

**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)**

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 36<sup>th</sup> Street and Lexington Avenue, more particularly described in Section 1 of the Ordinance and to provide an effective date was read for the first time.

Mayor Hike stated the second reading and public hearing of the ordinance will be heard at the Council meeting on July 6, 2021.

**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)**

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 was read for the first time.

Mayor Hike stated the second reading and public hearing of the ordinance will be heard at the Council meeting on July 6, 2021.

**Ordinance No. 4042: An ordinance to amend Chapter 7 of the Bellevue Municipal Code pertaining to bicycles. (Police Department)**

Ordinance No. 4042: 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 was read for the first time.

Mayor Hike stated the second reading and public hearing of the ordinance will be heard at the Council meeting on July 6, 2021.

## **PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES:**

**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. (Planning Manager)**

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

Ms. Gloria Pettigrew-Fletcher, 3313 Joann Avenue, stated she is the CEO and founder of Sisters with a Purpose Inc., Home Health Care. She advised she has been providing care for seniors in their homes and facilities for over ten years. She purchased the home specifically to provide service of senior care. Her goal is to provide a home setting for seniors who choose not to enter an assisted living facility or a nursing home. The service would offer 24-hour care service with a rotated staff of one per client. There would be three to four clients in the facility. The care provided would allow family to come visit in the facility as well. The facility is intended to be a family unit. There will be games played and meals provided. Transportation to and from appointments will be provided. She advised there are six to seven parking areas available on the property.

Councilman Stinson questioned how many employees will be working at one time. Ms. Pettigrew-Fletcher replied one per shift. They are rotating shifts, with one floater. The State of Nebraska requires one care giver per six clients. There will be three to four clients in a home setting.

Councilman Stinson inquired if there will be cooks on staff. Ms. Pettigrew-Fletcher advised meals will be provided. There is a set meal plan, and the groceries will be picked up. All services will be provided.

Councilman Stinson stated he drove by the property and four cars could be parked in the driveway. He mentioned he has concerns with visitors parking on the street and congestion on the street from trucks delivering supplies. Ms. Pettigrew-Fletcher explained any deliveries will be scheduled. She

# MINUTE RECORD

Bellevue City Council Meeting, June 15, 2021, Page 3

advised the driveway is extended and there is a garage, therefore there is adequate parking for six to seven vehicles.

Council President Cook expressed concerns with putting a business in a residential neighborhood. He mentioned the traffic would need to come in off Fort Crook Road onto Virginia Avenue. This causes concerns with an increase in traffic and safety issues. He advised he feels the business will generate more parked cars along Virginia Avenue with family visits, holidays, and yard maintenance staff. Ms. Pettigrew-Fletcher explained there is an additional parking area where staff will park. There will be a shift change where staff will park on the street. She explained there are other ways to Virginia Avenue than coming off Fort Crook Road. Conversation ensued.

Mayor Hike requested clarification if there was a purchase agreement on the house or if the applicant owns it. Ms. Pettigrew-Fletcher responded she purchased the home in September 2020.

Councilwoman Welch inquired how many houses the applicant currently visits. Ms. Pettigrew-Fletcher replied seven.

Councilwoman Welch requested an explanation from Mrs. Tammi Palm, Planning Manager, why she recommended denial on the request and why the Planning Commission recommended approval. Mrs. Palm explained the City of Bellevue Zoning Ordinance requires standards for a Conditional Use Permit (CUP) per Article 6. The standards are required before the City Council approves a CUP in any zoning district. Several of the standards pertain to not having a negative impact on the surrounding neighborhood or the current environment of the neighborhood. Mrs. Palm explained parking on the street is a concern and that would impact the neighborhood. She stated Virginia Avenue is a busy street as it is a connection to Fort Crook Road. Mrs. Palm explained discussion at the Planning Commission was centered around traffic in the neighborhood. The vote was six in favor and two against to recommend approval. She feels those who voted in approval looked at the business as an in-home business such as an in-home daycare.

Councilwoman Welch commended Mrs. Pettigrew-Fletcher for her exceptional business idea and ambition. She stated it is a great plan, just in the wrong location.

Councilman Preister questioned if the City Council does not approve the CUP what the applicant's plan would be. Ms. Pettigrew-Fletcher replied her current clients would need to stay where they are currently located or find another location. She stated her heart would be broken.

Mrs. Ashley Denton, 2102 Virginia Avenue, spoke in favor of the request. She mentioned the business is a fantastic idea. She is willing to allow Mrs. Pettigrew-Fletcher to use her driveway for parking during the day and on holidays.

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

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

Mayor Hike inquired if other homes in the city operating as a group home in the city have received CUP's. Mrs. Palm advised in the 17 years she has been in the Planning Department there have not been any issued to her knowledge. She explained there are some zoning districts which allow this type of use without a CUP. Discussion followed.

Councilwoman Welch requested clarification again from Mrs. Palm why she recommended denial. Mrs. Palm responded her recommendation was totally based on Article 6 and the negative impact on the neighborhood.

Mayor Hike questioned if another home were to receive a complaint could they be shut down. Mrs. Palm advised that could potentially happen and it would become a Code Enforcement issue.

Councilman Preister stated he is in support of the CUP.

Councilwoman Welch stated she is concerned about the amount of traffic on the street. She stated she feels the proposed business will add to the already congested area.

Mayor Hike advised the concerns addressed are legitimate. If the vote comes down to a tie, he will not support it due to the location.

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

## **RESOLUTIONS:**

**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**

# MINUTE RECORD

Bellevue City Council Meeting, June 15, 2021, Page 4

**payment of money or otherwise withdraw or transfer funds on deposit with the financial institution(s) and authorize Mayor to sign. (Finance Director)**

**Motion** was made by Cook, seconded by Welch, to approve 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. 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. 2021-19: 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)**

**Motion** was made by Welch, seconded by Cook, to approve 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.

Councilman Preister questioned Mrs. Palm if she is open to working with utility companies during the process. Mrs. Palm replied she is. She advised a text amendment will go through Planning Commission and City Council. Discussion followed.

Councilman Preister mentioned a representative for OPPD was present and he would like to open the public hearing to ask her questions.

**Motion** was made by Preister, seconded by Burns, to open Item 15b. for public hearing.

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

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

Ms. Michaela Valentine, Government and Community Relations Manager for OPPD was present to answer any questions.

Councilman Preister requested clarification on the permitting process and the time frame. He questioned if a three-month moratorium would be enough time to address the city's concerns. Ms. Valentine replied based on experience with other counties it would be enough time. OPPD is willing to advise on technical areas. Conversation ensued.

Roll call vote on the motion to approve Resolution No. 2021-19 was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**CURRENT BUSINESS:**

**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)**

Mayor Hike recused himself due to a conflict at 7:00 p.m.

Council President Cook noted for the record Mayor Hike has left the Council Chambers.

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

Mayor Hike returned to the Council Chambers at 7:01 p.m.

**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)**

**Motion** was made by Burns, seconded by Cook, to 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. 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 each month – June report will be attached to the July 6<sup>th</sup> Council Packet.

# MINUTE RECORD

Bellevue City Council Meeting, June 15, 2021, Page 5

**CLOSED SESSION:** None

**ADJOURNMENT:**

There being no further business to come before the Council at this time, on motion by Burns, seconded by Preister, the meeting was adjourned at 7:02 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

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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 15, 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



7/6/2021

# MINUTE RECORD

Bellevue Planning Commission Meeting, June 24, 2021, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, June 24, 2021 at 7:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Casey, Aerni, Ritz, Ackley, Hankins, and Cutsforth. Absent were Perrin, Cain, and Jacobson. Also present were Tammi Palm, Planning Department Manager, and Angela Curry, Assistant Planning Manager.

Notice of this meeting was given in advance thereof by publication in the 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 Ackley, seconded by Casey, to approve the minutes of the May 27, 2021 regular meeting as presented. Upon roll call, all present voted yes. Motion carried unanimously.

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

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

Ritz explained the public hearing procedures

PUBLIC HEARING was held on a request to rezone Lots 1 through 5, Svendsen Acres Replat One, being a replat of Lot 1, Svendsen's Acres, and a platting of Tax Lots D9H, D9D, D9C, and D9B, all located in the Northwest ¼ of Section 16, T14N, R13E of the 6th P.M., Sarpy County, Nebraska from BGH and BNH to BGH and RG-50 for the purpose of existing commercial and residential development; preliminary plat Lots 1 through 5, Svendsen Acres Replat One; final plat of Lots 1 through 5, Svendsen Acres Replat One; and waiver of Section 6-4, Subdivision Regulations, Street Design Standards. Applicant: Svendsen Real Estate, LLC. General Location: 3501 Harrison Street. Case #'s: Z-2105-05, S-2105-08, S-2105-09.

Ritz asked staff for an update. Palm stated the applicant's request is to replat the property in addition to rezoning an existing development near 35<sup>th</sup> Street and Harrison Street. Palm said two of the properties are being used commercially, and three are residential. She said the entire property is currently zoned BNH (Heavy Neighborhood Business) and BGH (Heavy General Business). Palm stated prior to the current Zoning Ordinance update in 2011, residential structures in a commercial zone were allowed as a permitted use. She said the current Zoning Ordinance made these residential structures legal non-conforming. Palm stated this request would bring all of the properties into conformance with the Zoning Ordinance. She stated the waiver request is to avoid the street standards required for a private street, which staff is supportive of. She stated staff prefers there are no additional drives onto Harrison Street. Palm stated there would be no additions to the current development and the platting will not change the access easements already in place.

Patrick Sullivan, 1246 Golden Gate Drive, Papillion, NE, was present on behalf of the applicant. Sullivan stated the applicant was unable to attend the meeting. He stated he was present with Jeff Stoll, E & A Consulting, Inc., to answer any questions.

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

MOTION was made by Ackley, seconded by Cutsforth, to recommend APPROVAL of a request to rezone Lots 1 through 5, Svendsen Acres Replat One, being a replat of Lot 1, Svendsen's Acres, and a platting of Tax Lots D9H, D9D, D9C, and D9B, all located in the Northwest ¼ of Section 16, T14N, R13E of the 6th P.M., Sarpy County, Nebraska from BGH and BNH to BGH and RG-50 for the purpose of existing commercial and residential development; preliminary plat Lots 1 through 5, Svendsen Acres Replat One; final plat of Lots 1 through 5, Svendsen Acres Replat One; and waiver of Section 6-4, Subdivision Regulations, Street Design Standards. APPROVAL of the application based upon conformance with the Zoning Ordinance, Subdivision Regulations, and lack of perceived negative impact to the surrounding area. Upon roll call, all present voted yes. MOTION carried unanimously.

**This item will proceed to City Council for PUBLIC HEARING ON July 20, 2021.**

# MINUTE RECORD

Bellevue Planning Commission Meeting, June 24, 2021, Page 2

PUBLIC HEARING was held on a request to rezone Lot 1, Redwood 25, being a platting of Tax Lot 4F, located in the Northwest ¼ of Section 27, T14N, R13E of the 6th P.M., Sarpy County, NE, from AG to RG-28-PS for the purpose of multi-family residential development, with site plan approval; preliminary plat Lot 1, Redwood 25; and final plat Lot 1, Redwood 25. General Location: South 25th Street and Cornhusker Road. Applicant: Redwood USA, LLC. Case #'s: Z-2105-06, S-2106-12, and S-2106-13.

Ritz asked staff for an update. Palm stated the applicant is requesting a change of zone from AG (Agricultural District) to RG-28-PS (General Residential, 2,800 Square Foot Zone – Planned Subdivision) to facilitate a multi-family residential development. She said the -Planned Subdivision overlay would allow for multiple buildings on one lot. Palm stated the Future Land Use Map designates this property as medium density residential and the applicant's request is in conformance with that plan. Palm stated Redwood would be constructing single story units with private streets. She stated the connecting streets to the development would be Jamestown Drive to the south and South 25<sup>th</sup> Street to the west. Palm stated the city requested the developer dedicate a right-of-way along the northern boundary of the property. She stated this future right-of-way along the northern boundary of this property would connect to South 21<sup>st</sup> Street and South 23<sup>rd</sup> Street, as well as South 25<sup>th</sup> Street. Palm said the city is in the preliminary stages of planning for this right-of-way. She said the city is working with OPPD (Omaha Public Power District) and is hopeful the right-of-way would provide another connection from South 21<sup>st</sup> Street out to South 25<sup>th</sup> Street. Palm said there would be no cost to the developer and the city is not requesting the private streets of the development connect to the future arterial street.

Paul DeKruiff, 7007 East Pleasant Valley Road, Independence, OH, was present on behalf of Redwood USA, LLC. DeKruiff thanked staff for their assistance with this project. He stated Redwood USA, LLC has core values and open and honest communication is how they do business. DeKruiff said core value number one is "do one thing really well." He stated the one thing Redwood has done well since 1991 is build townhome rental neighborhoods. DeKruiff stated to date Redwood has over one hundred neighborhoods throughout the Midwest. DeKruiff gave a presentation showing floor plans, materials used, landscaping, and the neighborhood layout. He stated their unique design allows them to manage unlike other traditional apartments. DeKruiff said there are rules and regulations that all residents must adhere to and anyone over the age of eighteen must submit to a criminal and economic background check. He stated residents are typically empty nesters, young professionals, and people who want peace and quiet. DeKruiff stated the site would have 20 buildings with a of total of 131 units, all with renewable annual leases.

Carol Edgren, 10603 S 18<sup>th</sup> Circle, Bellevue, NE, stated developing the property would devastate hundreds of trees and wildlife in the area. She stated she would rather have a retail development because she believes they would be better neighbors and there would be far less traffic. Edgren stated she objects to the entrance at Jamestown Drive. She said Willow Springs has been a cut-through neighborhood since the Walmart development in Wolf Creek and traffic has gotten worse. Edgren stated the apartments are lovely but they are still apartments, which would mean transients, and residents who do not respect the property like homeowners do. She stated she objects to the three pet limit the development advertises because the yards are not large enough to support that limit. Edgren stated she hopes there would be no plans to extend South 23<sup>rd</sup> Street. She stated the developer should be required to place a privacy fence around the exterior of the property. Edgren said she had concerns the buffer behind Menards would be used as a green space or a dog run for the apartments. She stated another concern was the speed limit on South 25<sup>th</sup> Street, which is 45 miles per hour (MPH) making access onto South 25<sup>th</sup> Street more difficult. Edgren stated she would like to see that speed limit lowered to 35 MPH.

Maria Yearwood, 2314 Willow Circle, Bellevue, NE, stated her property abuts the development and her concerns were the setbacks and if the existing buffer would remain in place. She stated the Jamestown Drive connection was a concern and she would like to see the access be from 23<sup>rd</sup> Street.

Kirk Breier, 2402 Yorktown Place, Bellevue, NE, asked where the public could get information on the studies that have been done on this development, such as the load on the sewage, utilities, and the traffic. Breier stated he also had concerns regarding traffic. He asked who is notified of the public hearing. Palm stated by State Statute the Planning Department notifies property owners within 300 feet of the proposed development, a legal ad is placed in the newspaper, and the property is also posted with a sign. Breier asked if the existing trees around the perimeter would remain and would the new landscaping be maintained.

Jody Young, 2410 Lewis and Clark Road, Bellevue, NE, stated her property does not border the proposed development but the traffic cutting through the subdivision is already excessive and this

# MINUTE RECORD

Bellevue Planning Commission Meeting, June 24, 2021, Page 3

development would only make it worse.

Susan Boehling, 2408 Yorktown Place, Bellevue, NE, stated traffic was also a concern because children board the school bus on the corner of Jamestown Drive. She stated another concern was the storm basin's drainage areas on the southern edge of the development. Boehling asked if there would be standing water in that area.

Brandan Horn, 2314 Willow Circle, Bellevue, NE, stated his concern was also the traffic and he thinks there are alternative routes.

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

Palm addressed neighbor's concerns. She stated regarding pets, the city Zoning Ordinance allows for three household pets over the age of six months, which could be a combination of dogs and cats. Palm stated the GIS photo is a recent photo from 2020 and shows an accurate layout of the property. She stated typically before a developer makes application for a project there is several months to a year's worth of time where the developer has worked with city staff and other agencies to mitigate problems. Palm stated there were many pre-application meetings with Redwood regarding traffic, layout, and impact on the neighborhood. She stated the proposal being shown tonight was the result of many revisions on the developer's part. Palm stated the Subdivision Regulations prohibit dead end streets. Jamestown Drive was stubbed-out at the time Willow Springs was developed to provide for a future connection. Palm stated the design of the development is such that it would be difficult to cut through the Willow Springs neighborhood. Palm said the north side of the plat identifies Wolf Creek Drive, which would be a future connection for the commercial properties to the north and east of the proposed development. She stated if Wolf Creek Drive works from an engineering standpoint and with OPPD, the city plans on having the engineering for that street in the upcoming CIP (Capital Improvement Plan) which would be budgeted for in the following year. Palm stated speed limits on South 25<sup>th</sup> Street are looked at with regards to traffic counts and the street classification. She stated the speed limit could be reduced at some point in the future. Palm stated there is a gas line that runs through the center of the project, which means no structures can be built there and, in part is the reason for the layout of the project. She stated with regards to density, Redwood is showing approximately 4 ¾ units per acre, and the adjacent neighborhoods are zones are RS-84 (Single Family Residential, 8,400 Square Foot Zone) and RS-72 (Single Family Residential, 7,200 Square Foot Zone). These zoning districts allow for three to four units per acre, which is very compatible with the proposed development. Palm stated there would be a landscape maintenance agreement which the developer would be required to sign before any Certificate of Occupancies are issued. She said the agreement states if any plantings should die, they are required to be replaced. Palm stated there are also landscaping buffer yards required along the north and west side of the property. Palm asked the developer's engineer to explain the dry detention ponds that are shown on the plat.

John Coolidge, Lamp Rynearson, 14710 W Dodge Road, Omaha, NE, was present on behalf of Redwood USA, LLC. Coolidge thanked the neighbors for their input. He stated no connection to the north was proposed so the commercial traffic to the north would not be routed through the site. Coolidge stated the proposed right-of-way to the north would connect to 23<sup>rd</sup> Street but not to this development, which would eliminate cut-through traffic from the north. Coolidge stated the water runs from north to south and the water would be captured, treated, and then released at no faster rate than it did before the development. He said the basins would fill up during a rain and then slowly drain out over a 24-hour period. Coolidge stated they insure the basins drain out during that 24-hour period so they cannot become mosquito ponds. He stated there is a 35-foot setback to the east and approximately 70-foot on the south side. He stated a discussion with Redwood regarding fencing could be had but there are no plans for a fence at this time.

DeKruiff stated the goal of Redwood USA is to be a neighbor for a long time and to be neighborly. He stated the core values are real and Redwood would be happy to discuss alternatives or additional buffering.

Ackley stated the proposed 131 units is less dense than what could be developed. Additionally, three-story buildings could be proposed as in recent city applications, so the one-story plan is a good one for the adjacent neighbors. He stated the Jamestown Drive stub was meant to be developed eventually. Because the site is difficult to develop from an engineering standpoint, it has been vacant for many years. He said he thought the access points and private streets were designed to alleviate people cutting through the development and adjacent neighborhoods. Ackley stated he appreciated the developer working with staff and he is in favor of the development.

# MINUTE RECORD

Bellevue Planning Commission Meeting, June 24, 2021, Page 4

Aerni asked the developer what the range of rent would be. DeKruiff stated the low range would be \$1,700.00 per month and go as high as \$2,300.00 per month. Discussion ensued regarding the type of renters this development would draw.

MOTION was made by Ackley, seconded by Casey, to recommend APPROVAL of a request to rezone Lot 1, Redwood 25, being a platting of Tax Lot 4F, located in the Northwest ¼ of Section 27, T14N, R13E of the 6th P.M., Sarpy County, NE, from AG to RG-28-PS for the purpose of multi-family residential development, with site plan approval; preliminary plat Lot 1, Redwood 25; and final plat Lot 1, Redwood 25. APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, and the Comprehensive Plan as well as lack of perceived negative impact upon the surround area. Upon roll call, all present voted yes. MOTION carried unanimously.

**This item will proceed to City Council for PUBLIC HEARING ON July 20, 2021.**

Meeting adjourned at 8:10 p.m.



Dianna Van Horn  
Planning Secretary

# MINUTE RECORD

## CLAIMS FOR JULY 6, 2021

PAGE 1

### MAYOR

CENTURY LINK	MONTHLY SERVICE 2021/05/22-2021/06/21	11.27
		<u>\$ 11.27</u>

### CITY ADMINISTRATOR

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/04/29-2021/06/01	77.50
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	113.40
CENTURY LINK	MONTHLY SERVICE 2021/05/22-2021/06/21	21.82
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/05/07-2021/06/07	30.34
		<u>\$ 243.06</u>

### CITY COUNCIL

DON PREISTER	REIMB FOR INTERNET SVC-JUN 2021	59.99
		<u>\$ 59.99</u>

### LEGAL SERVICES

AMAZON.COM, LLC	OFFICE SUPPLIES	33.49
CENTURY LINK	MONTHLY SERVICE 2021/05/22-2021/06/21	22.18
ROBERTO GAYTAN	SUBPEONA FEE	25.80
SARPY COUNTY COURT	COURT CLAIM CR 20 3816	17.00
		<u>\$ 98.47</u>

### CABLE ADVISORY

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/04/29-2021/06/01	65.87
CENTURY LINK	MONTHLY SERVICE 2021/05/22-2021/06/21	7.52
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/05/07-2021/06/07	22.76
		<u>\$ 96.15</u>

### CITY CLERK

45TH RECONNAISSANCE SQUADRON WAAC	REFUND FIREWORKS DEPOSIT	1,000.00
55TH AIRCRAFT MAINT SQUADRON BOOSTER	REFUND FIREWORKS DEPOSIT	1,000.00
595 AMXS UNIT ADVISORY	REFUND FIREWORKS DEPOSIT	1,000.00
AMERICAN LEGAL PUBLISHING CORP	SUPPLEMENT EDITING PAGES, INTERNET PAGES	436.95
BELLEVUE CHRISTIAN CENTER	REFUND FIREWORKS DEPOSIT	1,000.00
BELLEVUE EAST ATHLETIC BOOSTER CLUB	REFUND FIREWORKS DEPOSIT	1,000.00
BELLEVUE PUBLIC SCHOOLS	TOBACCO AND LIQUOR LICENSES	14,090.00
BELLEVUE ROD & GUN CLUB	REFUND FIREWORKS DEPOSIT	1,000.00
BELLEVUE SOCCER CLUB	REFUND FIREWORKS DEPOSIT	1,000.00
BELLEVUE UNIVERSITY ATHLETICS	REFUND FIREWORKS DEPOSIT	1,000.00
BELLEVUE UNIVERSITY FOUNDATION	REFUND FIREWORKS DEPOSIT	1,000.00
BELLEVUE WEST BAND BOOSTER	REFUND FIREWORKS DEPOSIT	1,000.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/04/29-2021/06/01	58.12
BRYAN HIGH SCHOOL COACHES ASSOC	REFUND FIREWORKS DEPOSIT AND BOND	1,600.00
BRYAN HIGH SCHOOL COACHES ASSOCIATION	REFUND FIREWORKS DEPOSIT	1,000.00
CENTURY LINK	MONTHLY SERVICE 2021/05/22-2021/06/21	11.27
CHERISH RIDING ASSOCIATION	REFUND FIREWORKS DEPOSIT	1,000.00
CORNERSTONE CHRISTIAN SCHOOL	REFUND FIREWORKS DEPOSIT	1,000.00
DANIEL J. GROSS CATHOLIC HIGH SCHOOL	REFUND FIREWORKS DEPOSIT	1,000.00
FRATERNAL ORDER OF EAGLES	REFUND FIREWORKS DEPOSIT	1,000.00
HABITAT FOR HUMANITY OF OMAHA	REFUND FIREWORKS DEPOSIT	1,000.00
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/05/07-2021/06/07	39.44
OMAHA PUBLIC SCHOOLS	TOBACCO AND LIQUOR LICENSES	3,145.00
PAPILLION/LA VISTA SCHOOLS	TOBACCO AND LIQUOR LICENSES	3,280.00
RAVEN HAVEN RECONNAISSANCE	REFUND FIREWORKS DEPOSIT	1,000.00
SAINT MARY'S CATHOLIC SCHOOL	REFUND FIREWORKS DEPOSIT	1,000.00
SPIRIT LIFE ASSEMBLY OF GOD CHURCH	REFUND FIREWORKS DEPOSIT	1,000.00
VETERANS SUPPORT ASSOCIATION, INC	REFUND FIREWORKS DEPOSIT	1,000.00
		<u>\$ 42,660.78</u>

# MINUTE RECORD

CLAIMS FOR JULY 6, 2021

PAGE 2

## FINANCE/RISK MANAGEMENT

AMAZON.COM, LLC	OFFICE SUPPLIES	95.58
BELLEVUE OPTICAL	SAFETY GLASSES-FOLLMER	125.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/04/29-2021/06/01	100.75
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	171.54
CENTURY LINK	MONTHLY SERVICE 2021/05/22-2021/06/21	54.65
COSGRAVE COMPANY	FLAGS FOR CITY BUILDINGS	535.00
INDOFF	COLOR COPY PAPER	149.60
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/05/07-2021/06/07	33.37
QUADIENT FINANCE USA, INC	LABELS FOR POSTAGE MACHINE	56.96
		<hr/>
		\$ 1,322.45

## LIBRARY

AMAZON.COM, LLC	FACE MASKS, OFFICE SUPPLIES, PROGRAM SUPPLIES, VIDEOS, BOOKS	2,237.71
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/04/29-2021/06/01	45.70
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	222.49
CENGAGE LEARNING, INC	BOOKS	463.04
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	85.08
CENTURY LINK	MONTHLY SERVICE 2021/05/22-2021/06/21	37.58
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/05/23-2021/06/22	107.39
DEMCO	QUIET BACKDROP	792.58
EBSO INFORMATION SERVICES	RENEW PERIODICALS SUBSCRIPTION	6,525.59
INDOFF	CHAIR SUPPORTS	633.70
INGRAM LIBRARY SERVICES	BOOKS	3,970.65
LEO A DALY COMPANY	LIBRARY RENOVATION/ADDITION THRU 2020/6/21	18,330.90
MENARDS	LUMBER, NAILS	75.41
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/05/07-2021/06/04	109.32
MICROFILM IMAGING SYSTEMS	ANNUAL AGREEMENT TO 2022-06-30	250.00
NEBRASKA LIBRARY COMMISSION	YEARLY SUBSCRIPTION TO 2022/06/30	2,354.00
PRONUNCIATOR	LANGUAGE LEARNING 2021/07/01-2022/06/30	1,850.00
QUADIENT FINANCE USA, INC	QUADIENT LIBRARY POSTAGE & SUPPLIES	775.03
RUFF WATERS	AQUARIUM MAINTENANCE-MAY 2021	90.98
		<hr/>
		\$ 38,957.15

## ADMINISTRATIVE SERVICES

AMAZON.COM, LLC	OFFICE SUPPLIES	99.81
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/04/29-2021/06/01	85.24
CENTURY LINK	MONTHLY SERVICE 2021/05/22-2021/06/21	52.52
CHICK-A-FILET	EMPLOYEES APPRECIATION CARDS IN-LIEU OF PICNIC	3,000.00
GRETNA GUIDE & NEWS	LEGAL AD	15.34
IDEAL PURE WATER COMPANY	BOTTLED WATER	63.75
INTEGRATED REHAB	PHYSICAL TESTING FOR NEW RECRUITS	675.00
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	98.47
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/05/07-2021/06/07	25.79
ONE SOURCE	BACKGROUND CHECKS-MAY 2021	303.30
TRISTAR RISK ENTERPRISE MANAGEMENT, INC	WORK COMP FUNDING-MAY 2021	2,993.00
UKG INC	QTR SUBSCRIPTION-PAYROLL SYS -JUL-SEP 2021	31,836.00
		<hr/>
		\$ 39,248.22

## CODE ENFORCEMENT

AMAZON.COM, LLC	OFFICE SUPPLIES, PRINTER STAND, CAMERA	401.50
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/04/29-2021/06/01	8.67
CENTURY LINK	MONTHLY SERVICE 2021/05/22-2021/06/21	22.09
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	157.51
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/05/07-2021/06/07	7.33
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/04/29-2021/06/10	108.11
		<hr/>
		\$ 705.21

# MINUTE RECORD

CLAIMS FOR JULY 6, 2021

PAGE 3

## PUBLIC WORKS

ALFRED BENESCH & COMPANY	PROF SVCS-ANNUAL REPORTS TO 2021/6/6	4,040.00
AMAZON.COM, LLC	OFFICE SUPPLIES	12.78
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/04/29-2021/06/01	14.62
CENTURY LINK	MONTHLY SERVICE 2021/05/22-2021/06/21	45.10
INDOFF	OFFICE SUPPLIES	107.34
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	173.85
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/05/07-2021/06/07	12.32
NEBRASKA IOWA SUPPLY CO	DIESEL FUEL FOR TANKS	4,035.45
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/04/29-2021/06/10	180.78
PAPIO MISSOURI RIVER NRD	BELLEVUE/OFFUTT DRAINAGE 2020/10/01-2021/06/04	54,297.64
		<b>\$ 62,919.88</b>

## PARKS

ALEXANDER LAWN & LANDSCAPE, INC	ROW MOWING CYCLE 4	9,521.90
ALEXANDER LAWN & LANDSCAPE, INC	ROW MOWING-CYCLE 5	9,521.90
A-RELIEF SERVICES	PORTABLE RESTROOMS-CITY PARKS	825.00
ASP ENTERPRISES, INC	STRAW BLANKET, TURF STAPLES	470.00
BEST CUT LAWN CARE	MOWING-MAY 2021	4,965.64
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/04/29-2021/06/01	18.18
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	8.19
CENTURY LINK	MONTHLY SERVICE 2021/05/22-2021/06/21	33.82
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/05/23-2021/06/22	214.78
CROW LAWN CARE LLC	CODE CLEAN-UP, MOWING	3,750.00
HUGHES MULCH PRODUCTS	MULCH FOR LAKEWOOD VILLAGE PLAYGROUND	1,600.00
J & J SMALL ENGINE SERVICE	SPEED FEED HEAD, TRIMMER	385.94
JOANNE LANGABEE	REIMB FOR TREE BOARD EXCEL SERIES	40.00
MENARDS	LUMBER, MULCHING FORK, RAKE, SUPPLIES	2,789.68
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/05/08-2021/06/03	8,700.88
POWERPLAN	THUMB KIT FOR JD BACKHOE	8,900.00
READY MIXED CONCRETE COMPANY	CONCRETE	393.98
TERRY HUGHES TREE SERVICE	TREE PRUNING-REED CTR	1,500.00
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	21.13
WESTLAKE ACE HARDWARE	DEEP SOCKET	34.99
		<b>\$ 53,696.01</b>

## RECREATION

ABBY HOLST	REIMB SWIMSUIT, OP LICENSE	85.00
ALEX WELCH	REIMB SWIMSUIT, OP LICENSE, CPR	120.00
AMANDA NIGRO	REFUND BASEBALL/SOFTBALL REGISTRATION	35.00
AMAZON.COM, LLC	ATHLETIC EQUIPMENT	299.78
AMERICAN FOODS GROUP	CONCESSION SUPPLIES	286.00
ANNIKA SJUSTEDT	REIMB SWIMSUIT, RECERTIFICATION, OP LICENSE	185.00
ARNIE NASH	REFUND BASEBALL JUNIOR FEE	40.00
ARTISTIC SIGN & DESIGN	SIGNS FOR LOOKINGGLASS SPLASHPAD, BILL BATCHELOR TENNIS COURT, REED CENTER	1,285.00
ASHLEY STENGER	REIMB SWIMSUIT, RECERTIFICATION	145.00
BRIANNA RENNINGER	REFUND SWIMMING LESSONS	70.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	98.61
CENTURY LINK	MONTHLY SERVICE 2021/05/22-2021/06/21	47.48
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/05/23-2021/06/22	88.39
DELESSA DURHAM	REFUND BASEBALL FEE	40.00
ERICA RAMIREZ	REFUND SWIMMING LESSONS	35.00
ERIN WATSON	REFUND BASEBALL FEE	40.00
GRACE WILSON	REIMB RECERTIFICATION, OP LICENSE	150.00
HEIDI KLAASSEN	REFUND BASEBALL FEE	40.00
ITAL LOPUYO	REFUND POOL PARTY	100.00
JOCELYN RANDALL	REIMB RECERTIFICATION	70.00
KEVIN MABBITT	REFUND BASEBALL JUNIORS FEE	40.00
LAURA JUREK	REIMB SWIMSUIT	45.00
LIAM JOYCE	REIMB SWIMSUIT, RECERTIFICATION, OP LICENSE	140.00
LIBBY WALLS	REIMB SWIMSUIT, RECERTIFICATION	145.00

# MINUTE RECORD

## CLAIMS FOR JULY 6, 2021

PAGE 4

### RECREATION (cont'd)

LILY BLESKE	REIMB SWIMSUIT	45.00
MARIAH METZ	REIMB SWIMSUIT, OP LICENSE	85.00
MENARDS	POWER WASHER	269.98
MIDWEST IMPRESSIONS	LOGO FOR POLOS, SOCCER JERSEYS, T-SHIRTS	3,841.30
NEW BEGINNINGS WORSHIP CENTER	REFUND FOR COED SOFTBALL	60.00
NICOLE BINDER	REIMB SWIMSUIT, OP LICENSE	90.00
OMAHA MUSICIANS ASSOCIATION	SUMMER CONCERT SERIES	1,850.00
SAMANTHA LYDIATT	REIMB SWIMSUIT, OP LICENSE	85.00
SAM'S CLUB	CONCESSION SUPPLIES	1,533.95
SHANNON KNOKE	REFUND JR T-BALL REGISTRATION	25.00
SHEALAN JENKINS	REFUND FOR BASEBALL	40.00
STEPHANIE ARMSTRONG	REFUND TENNIS, SWIMMING LESSONS	110.00
THOMAS LIVERMORE	REFUND POOL PARTY FEE	100.00
WESTLAKE ACE HARDWARE	KEYS, SUPPLIES	15.25
WHITNEY WINTERS	REFUND SWIMMING LESSONS	35.00
		<b>\$ 11,815.74</b>

### BUILDING MAINTENANCE

ACCESS ELEVATOR & LIFTS, INC	ANNUAL SAFETY TEST & MAINTENANCE ON LIFTS-REED CENTER	283.00
ANDERSON ELECTRIC SALES & SERVICE	BRINE PUMP EXHAUST FAN MOTOR	505.00
AQUA-CHEM	CHEMICALS FOR POOLS, UV SERVICE FOR POOLS, SEAL KIT	1,917.11
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/04/29-2021/06/01	291.00
CARPENTER PAPER CO	JANITORIAL SUPPLIES	330.75
CENTURY LINK	MONTHLY SERVICE 2021/05/22-2021/06/21	3.76
CONTROL MASTERS, INC	TROUBLESHOOT BOILER-1500 WALL ST	580.00
FERGUSON ENTERPRISES INC #1657	PLUMBING SUPPLIES	240.61
FILTER SHOP	FILTERS	357.07
FIRE PROTECTION SERVICES, LLC	REPLACE BATTERIES, POWER SUPPLY & BAD PANEL	2,030.00
HILLYARD DES MOINES	JANITORIAL SUPPLIES	211.36
HOTSY EQUIPMENT CO	PRESSURE WASHER REPAIRS	342.82
JACKSON SERVICES, INC	DOOR MAT SERVICE	126.58
MENARDS	ANGLE KEY VALVE, BALLASTS, PAINT, POOL SUPPLIES, FLOWERS, PLANTS, PLUMBING SUPPLIES, VOLTAGE TESTER, SPRAYER, PROPANE	816.82
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/05/06-2021/06/07	254.95
MILLARD SPRINKLER	SPRINKLER SYSTEM-1510 WALL ST	6,500.00
MIZENER PAINTING LLC	PAINT EXT FIRE STATION 3, SIGNS AND METERS	9,825.00
ROCHESTER MIDLAND CORPORATION	WATER ENERGY TEAM BILLING	309.00
SITEONE LANDSCAPE SUPPLY	PLASTIC VALVE-SPLASHPAD	189.05
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES	1,790.37
TRICO MECHANICAL SERVICES	A/C MAINTENANCE-CITY BUILDINGS	1,517.20
UPS STORE	FREIGHT FOR VACUUM REPAIR	50.40
VOGEL WEST	PAINT FOR POOLS	130.38
VOSS LIGHTING	JANITORIAL SUPPLIES	154.92
WESTLAKE ACE HARDWARE	TORCH HEAD TRIGGER, FAUCET HOSE, BUG SPRAY, PAINT, WATERING CAN, PLUNGER, DRAIN OPENER	189.49
		<b>\$ 28,946.64</b>

### CEMETERY

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/04/29-2021/06/01	18.18
CENTURY LINK	MONTHLY SERVICE 2021/05/22-2021/06/21	3.76
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/05/23-2021/06/22	83.39
MENARDS	POTTING MIX, MULCH, STONES, FLOWERS	206.20
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/05/07-2021/06/04	90.34
NEW COM TECHNOLOGIES	SOFTWARE MAINT 2021/07/01-2022/06/30	650.00
SITEONE LANDSCAPE SUPPLY	OUTDOOR CONTROLLERS	196.72
		<b>\$ 1,248.59</b>

### STREETS

AMAZON.COM, LLC	PRINTER SUPPLIES	115.59
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/04/29-2021/06/01	51.82
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	11.03
CENTURY LINK	MONTHLY SERVICE 2021/05/22-2021/06/21	33.82
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/05/23-2021/06/22	274.17

# MINUTE RECORD

CLAIMS FOR JULY 6, 2021

PAGE 5

**STREETS (cont'd)**

DEPOSITORY TRUST/CLEARING CORP	HWY ALLOC FUND PLEDGE BONDS	247,335.00
DREF'S TREE SERVICE, INC	TREE REMOVAL	950.00
FELSBURG HOLT & ULLEVIG, INC	PROF SVC-36TH ST DESIGN -MAY 2021	23,424.78
HGM ASSOCIATES INC	PROGRESS BILLING-MUD CREEK THRU 2021/05/31	2,901.65
INDEPENDENT SALT CO	ICE CONTROL SALT/SAND	16,082.80
J & J SMALL ENGINE SERVICE	HAND HELD BLOWER	192.00
LAKEVIEW CONSTRUCTION	2021 CONCRETE PROJECTS TO 2021/6/19	95,282.20
LOGAN CONTRACTORS SUPPLY	UNION SHOVEL	120.00
MARTIN ASPHALT	BULK OIL	436.60
MENARDS	COUPLING, CONCRETE MIX, MEASURING CONTAINERS	55.31
METRO LEASING	8724-LEASE-2021/06/10-BOOMTRUCK	5,816.04
METRO LEASING	8733A-LEASE-2021/106/10 INT'L TRUCKS	13,612.86
METRO LEASING	8733B-LEASE-2021/106/10 INT'L TRUCKS	13,261.84
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE TO 2021/06/03	520.65
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/04/29-2021/05/27	120,310.35
OMNI	ASPHALT	2,431.96
OMNI	2021 OVERLAY PROJECTS THRU 2021/6/19	143,252.32
READY MIXED CONCRETE COMPANY	CONCRETE	47,787.85
SITEONE LANDSCAPE SUPPLY	TRACKER SPRAY INDICATOR	536.77
TRISTAR RISK ENTERPRISE MANAGEMENT, INC	WORK COMP FUNDING-MAY 2021	3,483.11
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	21.13
WESTLAKE ACE HARDWARE	SUPPLIES, DRILL BITS	88.57
		<b>\$ 738,390.22</b>

**FLEET MAINTENANCE**

911 CUSTOM, LLC	INTERCEPTOR CONSOLE, ADAPTOR, RAIL MOUNT, SHOTGUN ADAPTOR, UNIVERSAL ADAPTER PLATE	1,520.47
ALLIED OIL & TIRE COMPANY	55 GL SPIRAX TRANS FLUID, RECYCLE ANTI-FREEZE	2,365.97
ARROW TOWING	WRECKER TOW CHARGE-MED 15	250.00
ASPEN EQUIPMENT CO	YOKE ENDS FOR PLOWS	48.90
AUTO VALUE PARTS - SOUTH OMAHA	GASKET, FITTINGS, CAR WASH, WHEEL BOLTS, STRUTS, COMPRESSOR WITH CLUTCH, SWAY BAR LINK, BRAKES	981.39
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS	471.39
AVERY RENTS	PROPANE	19.18
BAUER BUILT	TIRES, TIRE REPAIR	3,450.84
BAXTER CHRYSLER DODGE JEEP	THERMOSTAT, DRIVE SHAFT,RADIATOR, GASKET	3,510.49
BAXTER FORD	SHOCK ABSORBER, RADIATOR, H-5 SENDER, COMPRESSOR, ACCUMULATOR, TUBE ASSY, FAN	2,181.71
BEARDMORE CHEVROLET	LOCKS	341.96
BELLEVUE TIRE & AUTO SERVICE	NEW TIRES	556.08
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/04/29-2021/06/01	81.63
BOBCAT OF OMAHA	FILTRERS	209.31
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	38.31
CENTURY LINK	MONTHLY SERVICE 2021/05/22-2021/06/21	26.31
CLAYS PUMP & METER	NON-METERED HANDLE DISPENSOR	142.95
CORNHUSKER INTERNATIONAL TRUCKS	COOLER KIT, GASKETS, VALVE KIT, SLACK ADJUSTERS, FRONT GUARD, FUEL TANK	6,214.60
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/05/23-2021/06/22	107.39
CUMMINS SALES AND SERVICE	TEMP AND NITROGEN OXIDE SENSORS	1,167.25
DULTMEIER SALES LLC	FUEL HOSES	48.02
EDWARDS CHEVROLET-CADILLAC	PINS, S-LOCKS, BUSHINGS	563.70
FACTORY MOTOR PARTS CO	FAN CLUTCH, G-SHOCK, WATER PUMP, IGNITION COIL, FILTERS, OIL, COMPRESSOR & ACCUMULATOR, THERMOSTAT	924.97
FARM PLAN	O-RINGS, HEAD GASKETS, RODS, SEALS, AIR FILTER	117.43
FORCE AMERICA, INC	GRANULAR FEEDBACK KIT, RETROFIT KIT & CABLES FOR PLOW	1,833.22
GALVIN GLASS	REPLACE WINDSHIELD, CALIBRATION	1,119.82
GRAINER	REPLACEMENT STEEL TIPS, PRIMER, EPOXY ACTIVATOR, GAS CANS, SAFETY GLASSES	283.23
HENDERSON PRODUCTS, INC	VANE SPINNER, SPREADER HYD MOTOR, CYLCINDERS	1,503.95
IDEAL PURE WATER COMPANY	BOTTLED WATER	201.50
INLAND TRUCK PARTS CO	RELEASE VALVES	69.26

# MINUTE RECORD

CLAIMS FOR JULY 6, 2021

PAGE 6

**FLEET MAINTENANCE (cont'd)**

INTERSTATE BATTERIES	BATTERIES	1,107.29
J & J SMALL ENGINE SERVICE	PARTS, FILTERS, RIM, SPARK PLUG, CONTROL UNIT FOR CHOPSAW, BELT	1,001.11
JIM HAWK TRUCK TRAILERS	1200P CARTRIDGE, TYPE 3030 LONG STROKE	264.67
KRIHA FLUID POWER CO	HOSE ASSY, SPRING GUARD, PARTEK SLEEVE, CAP & PLUG KIT, STEEL ELBOW	542.24
MACQUEEN EQUIPMENT, LLC	PARTS FOR ST 359, HYD CYLINDERS & PINS	817.50
MATHESON TRI-GAS INC	WELDING SUPPLIES, REPAIR TORCH SET	817.65
MCMASTER-CARR SUPPLY COMPANY	GROOVE NUTS, SOCKET	95.71
MENARDS	BLOW OFF DUSTER, PVC PIPE, TOGGLE SWITCH, SPRAY PAINT, WELDING SUPPLIES	227.47
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/05/07-2021/06/07	123.51
MOTION INDUSTRIES	LINKS FOR FLOW TRUCKS	155.72
MPH INDUSTRIES	SERVICE CALL	300.70
NAPA AUTO PARTS	CORE, BELTS, FILTERS, RELAYS, SWAY BAR LINKS, PLIERS, PRY BAR SET, BRAKLEEN, LOOMS, DOOR JAMB SWITCH, BEARINGS, WASHERS, FITTINGS, SPARK PLUGS, GLOVES, PARTS	1,353.98
NEBRASKA IOWA INDUSTRIAL FASTENERS	CARBIDE BITS, HEAT SHRINK, LOCK NUTS, SOCKETS, HEX BOLTS, TY-RAP, EYELETS, LUGS	429.79
NMC EXCHANGE LLC	OIL SAMPLE KITS	82.50
O'REILLY AUTOMOTIVE PARTS	FAN CLUTCH, WHEEL NUTS, WHEEL STUDS, PARTS	483.50
P&M HARDWARE	BOOTS, FILTER	28.41
POWERPLAN	SWITCH, HYD PUMP, U-JOINTS, O-RINGS, SEALS, PARTS	4,718.97
QUALITY TIRES, INC	TURF MASTER TIRES	190.00
STATE STEEL	HOT ROLLED STEEL	200.37
SUPERIOR SIGNALS	AMBER STROBES, AMBER LENS	307.50
SUSPENSION SHOP	SPRINGS, BOLTS, PINS	1,467.16
SWAN ENGINEERING	O-RINGS	61.02
THERMO KING CHRISTENSEN	STARTER	500.80
TOOL SHED	HAMMER	25.00
TOYNE, INC	BALL VALVE, LED LIGHT, SEAT BELT, PIN SHACKLES, SPRINGS, RECEIVER DRYER, AC ACCUMULATOR, WASHER FLUID	2,625.10
TRISTAR RISK ENTERPRISE MANAGEMENT, INC	WORK COMP FUNDING-MAY 2021	(300.00)
TURFWERKS	SEALKIT, PINTS FOR MOWER, PTO SWITCH	215.05
TY'S OUTDOOR POWER & SERVICE	IGNITION KEY AND SWITCH, FILTERS, FUEL PUMP	219.57
UPS STORE	FREIGHT TO SEND LIGHT	35.06
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	118.10
WAYTEK, INC	FUSE BLOCKS	1,280.27
WELDON PARTS INC	JUNCTION BOX TERMINAL	9.52
WESTLAKE ACE HARDWARE	KEYS	91.33
		<b>\$ 49,947.80</b>

**SOLID WASTE**

PAPILLION SANITATION	TRASH HAULING FEES-MAY 2021, GLASS RECYCLING	303,985.14
		<b>\$ 303,985.14</b>

**PLANNING**

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/04/29-2021/06/01	13.16
CENTURY LINK	MONTHLY SERVICE 2021/05/22-2021/06/21	11.27
INDOFF	LEGAL FOLDERS	76.00
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	184.72
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/05/07-2021/06/07	11.14
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/04/29-2021/06/10	163.52
		<b>\$ 459.81</b>

**PERMITS & INSPECTIONS**

AMAZON.COM, LLC	OFFICE SUPPLIES, BUSINESS CARDS	66.75
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/04/29-2021/06/01	17.54
CENTURY LINK	MONTHLY SERVICE 2021/05/22-2021/06/21	18.79
KRISTA CARLSON	REIMB PERMIT TECH CERTIFICATION	219.00
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/05/07-2021/06/07	14.88
NICK NASTASE	REFUND PRMT 21-002064	42.32
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/04/29-2021/06/10	218.03
		<b>\$ 597.31</b>

# MINUTE RECORD

CLAIMS FOR JULY 6, 2021

PAGE 7

**POLICE**

ABM SUPPLY	RIFLE SHIELD, CARRY BAGS	6,990.00
AMAZON.COM, LLC	LAPTOP SPEAKER JACK, SCANNERS, OFFICE SUPPLIES	2,165.77
ANDREW MONAY	REIMB FUEL FOR TRAINING	23.86
ATHLETICO EXCEL NEBRASKA, LLC	SCREENING FOR NEW RECRUITS	375.00
AUTO BODY AUTHORITY	TOW CHARGE	160.00
BELLEVUE ANIMAL HOSPITAL	VET VISITS	992.55
BELLEVUE PRINTING COMPANY	FIELD INTERVIEW CARDS	510.30
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/04/29-2021/06/01	311.53
BRYAN MERCER	REIMB PER DIEM FOR TRAINING	408.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	180.01
CENTURY LINK	MONTHLY SERVICE 2021/05/22-2021/06/21	322.01
CITY OF OMAHA	OFF-SITE INCINERATION-JAN/MAR 2021	989.76
CODY ALBRECHT	REIMB PER DIEM FOR TRAINING, BIKE CHAIN	311.86
COMPCHOICE OCCUPATIONAL HEALTH	MEDICAL TESTING FOR NEW RECRUITS	5,085.99
CONSOLIDATED MANAGEMENT CO	MEALS FOR TRAINING AT THE ACADEMY	530.00
COURTNEY E COLLINS	REIMB FUEL FOR TRAINING	21.97
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/05/23-2021/06/22	184.99
CULLIGAN OF OMAHA	BOTTLED WATER	259.30
DATASOURCE MOBILITY, LLC	GETAC COMPUTER-UNIT 621	4,674.98
DC ELECTRIC/HEARTLAND LIGHTING	GUN RANGE ELECTRICAL REPAIRS	8,182.00
DON'S PIONEER UNIFORMS	UNIFORMS	2,935.02
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	275.00
ENTERPRISE FM TRUST	DEA VEHICLE LEASE-JUNE 2021	564.32
EVITA SAUCEDO	REIMB PER DIEM FOR TRAINING	127.50
FEDERAL EXPRESS CORPORATION	MAILING CHARGES	46.51
GALLO PROFESSIONAL POLYGRAPH SERVICES	POLYGRAPH SERVICE	700.00
GOVDIRECT, INC	CRUISER COMPUTER AND MOUNTING	93,657.05
INDOFF	OFFICE SUPPLIES	127.98
INTOXIMETERS, INC	DRYGAS FOR DATAMASTER MAINTENANCE	308.00
J P COOKE COMPANY	NOTARY STAMPS-CLARK, KENNY	71.90
JACKSON SERVICES, INC	DOOR MAT SERVICE	233.90
JONOVAN HARGISS	REIMB PER DIEM FOR TRAINING	280.50
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	334.62
MATTHEW D HOFFMAN	REIMB PER DIEM FOR TRAINING	127.50
MATTHEW VETTER	REIMB PER DIEM FOR TRAINING	127.50
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/05/07-2021/06/07	263.78
MIDLANDS PRINTING	BUSINESS CARDS	846.00
NEBRASKA LAW ENFORCEMENT TRAINING CTR	CERTIFICATION FEES, USER FEES-COLLINS, MONAY	500.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/04/29-2021/06/10	3,871.84
PROGRESSIVE BUSINESS TECHNOLOGIES	ANNUAL MAINTENANCE-EVIDENCE COPIER	275.00
PROJECT LIFESAVER INTERNATIONAL	TRANSMITTERS	5,247.70
RYAN A AGUSTIN	REIMB PER DIEM FOR TRAINING	178.50
SARPY COUNTY CHAMBER OF COMMERCE	LEADERSHIP BELLEVUE-MELVIN	1,350.00
SARPY COUNTY TREASURER (FISCAL ADMINISTRATION)	DATA PROCESSING-APR-JUN 2021	3,997.77
SMITH DAVIS INSURANCE INC	SURETY BONDS-RADIL, SCHARS	80.00
SPRINT	MONTHLY SERVICE-2021/06/06-2021/06/05	125.22
SUNSET LAW ENFORCEMENT, LTD	AMMO	10,261.87
TRAVELERS	LIABILITTY CLAIMS	9,025.00
TRISTAR RISK ENTERPRISE MANAGEMENT, INC	WORK COMP FUNDING-MAY 2021	4,550.25
TRI-TECH FORENSICS, INC	NYLON TIES, EVIDENCE SUPPLIES	510.88
TYLER BROM	REIMB PER DIEM FOR TRAINING	229.50
U.S. CELLULAR	MONTHLY SERVICE	118.08
ULINE	PROPERTY EVIDENCE LABELS, STORAGE BOXES	504.58
UPS STORE	MAILING CHARGES	13.25
VERIZON WIRELESS	MONTHLY CHARGE	1,415.11
ZOMBIE TACTICAL	ENGRAVING RIFLES	200.00
		<b>\$ 176,161.51</b>

# MINUTE RECORD

CLAIMS FOR JULY 6, 2021

PAGE 8

## FIRE & RESCUE

AIRGAS USA, LLC	MEDICAL SUPPLIES	231.07
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/04/29-2021/06/01	120.47
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	6,644.04
CENTURY LINK	MONTHLY SERVICE 2021/05/22-2021/06/21	95.79
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/05/23-2021/06/22	576.95
CUSTOM OFFICE SOLUTIONS	OFFICE FURNITURE	1,850.00
ED M FELD EQUIPMENT CO	COMPRESSOR MAINTENANCE, REPAIR SCBA BATTERY	523.18
IAFC	MEMBERSHIP 2021/08/01-2022/07/31	215.00
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	321.96
MENARDS	CABLE LOCK	53.44
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/05/07-2021/06/07	2,466.74
SANDRY FIRE SUPPLY, LLC	BUNKER GEAR REPAIR	448.61
SARPY COUNTY TREASURER (FISCAL ADMINISTRATION)	DATA PROCESSING-APR-JUN 2021	2,798.54
SHRED-IT USA	DOCUMENT SHREDDING	144.00
TELEFLEX FUNDING LLC	MEDICAL SUPPLIES	4,029.95
TRAVIS FOWLER	REIMB FOR SAFETY BOOTS	80.15
TRI-MUTUAL AID FIREFIGHTERS ASSN	YEARLY DEPT DUES	150.00
TRISTAR RISK ENTERPRISE MANAGEMENT, INC	WORK COMP FUNDING-MAY 2021	1,422.59
U.S. CELLULAR	MONTHLY SERVICE 2021/05/09-2021/06/08	477.32
WESTLAKE ACE HARDWARE	BATTERIES	11.99
ZIRMED, INC	MONTHLY PROF CLAIMS MGT	413.70
ZOLL DATA SYSTEMS INC	MONTHLY BILLING 2021/07/01-2021/07/31	1,105.00
		<b>\$ 24,180.49</b>

## NON-DEPARTMENTAL/CONTRACTS

CENTURY LINK	MONTHLY SERVICE 2021/05/22-2021/06/21	1,155.01
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/05/23-2021/06/22	456.97
LOCKTON COMPANIES, LLC	WELLNESS CONSULTING-JUNE 2021	1,815.00
LOCKTON COMPANIES, LLC	PREMIUM-PROPERTY/CASUALTY INSURANCE	99,890.00
METRO AREA TRANSIT	MAT 2021-04 2186 MILES	4,119.00
NE-DEPARTMENT OF REVENUE	SALES TAX -MAY 2021	133.09
PM AM CORPORATION	ALARM FEES- MAY 2021	3,250.00
		<b>\$ 110,819.07</b>

## INFORMATION TECHNOLOGY

CORE TECHNOLOGIES, INC	BILLABLE HOURS-TELEPHONE MAINT	572.64
FIRST WIRELESS, INC	SUBCONTRACTOR LABOR	560.00
HEARTLAND BUSINESS SYSTEMS. LLC	SECURITY SOFTWARE, SERVICE	28,977.18
MOTOROLA SOLUTIONS, INC	EARPIECES	549.42
ONE CALL CONCEPTS	LOCATES	9.61
SARPY COUNTY TREASURER (FISCAL ADMINISTRATION)	DATA PROCESSING-APR-JUN 2021	23,927.89
		<b>\$ 54,596.74</b>

## WASTEWATER

AMAZON.COM, LLC	OFFICE SUPPLIES	595.90
CENTURY LINK	MONTHLY SERVICE 2021/06/13-2021/07/12	532.95
CITY OF OMAHA	SEWER BILLING-MARCH 2021	535,696.03
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/06/04-2021/07/03	303.39
DEPOSITORY TRUST/CLEARING CORP	WW REV REFUNDING BONDS	152,763.75
ELLIOTT EQUIPMENT CO	PARTS FOR JET TRUCK, CLAMPS	2,568.20
HANEY SHOE STORE	SAFETY BOOTS-M BAILEY	200.00
HDR ENGINEERING, INC	PROF SVCS-WW AGENCY EVALUATION	6,138.09
MENARDS	SPLITTER AND ADAPTER FOR TV VAN, MEETING SUPPLIES, CLEANER, ROUNDUP, OIL, TRIM SPOOL, LUMBER	259.78
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/05/08-2021/06/08	319.01
TRITON HYDROTOOLS	HOSE MENDERS	961.43
U.S. CELLULAR	MONTHLY SERVICE 2021/06/09-2021/07/08	383.76
UNITED SEEDS	SUPER TURF MIXTURE	210.00
UTILITY EQUIPMENT COMPANY	REPAIR CLAMPS, TILE PROBE	417.99
		<b>\$ 701,350.28</b>

# MINUTE RECORD

## CLAIMS FOR JULY 6, 2021

PAGE 9

### COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CDBG CONSULTANT FEE-MAY 2021	5,513.52
		<u>\$ 5,513.52</u>

### FEDERAL FORFEITURES

VERIZON WIRELESS	MONTHLY SERVICE 2021/04/22-2021/05/21	361.08
		<u>\$ 361.08</u>

### G.O. BONDS

AMERICAN NATIONAL BANK	DTCC BOND INTEREST PAYMENTS WIRE FEES	40.00
DEPOSITORY TRUST/CLEARING CORP	PUBLIC SAFETY DEPT TX ANTIC BONDS DTD 7/9/12 \$2,210,000	125,000.00
DEPOSITORY TRUST/CLEARING CORP	VARIOUS PURPOSE BONDS, SERIES 2012 \$3,675,000	3,000.00
DEPOSITORY TRUST/CLEARING CORP	PUBLIC SAFETY DEPT TX ANTICIP. BONDS DTD 7/9/12 \$2,210,000	2,687.50
DEPOSITORY TRUST/CLEARING CORP	6/14/21 DTCC BOND INTEREST PAYMENTS	6,875.00
DEPOSITORY TRUST/CLEARING CORP	PUB SFTY DEPT TX ANTICIP. BONDS 2016 SERIES 11/29/16 \$2.065	10,662.50
DEPOSITORY TRUST/CLEARING CORP	GO REFUDING BONDS, 2016 SERIES 12/269/16 \$4,105,000	16,117.50
DEPOSITORY TRUST/CLEARING CORP	GO VAR PURP BONDS SERIES 2017 4/27/17 \$2,225,000	28,000.00
DEPOSITORY TRUST/CLEARING CORP	PUB SAFE DEPT TX ANTIC B, SERIES 2019 \$5.545 @ PREM \$246,436	80,925.00
DEPOSITORY TRUST/CLEARING CORP	TXBL REDEVELOP. REFUND BONDS(REFUNDED SER 2009A&B) \$2.865	34,662.50
UMB BANK - TRUST OPERATIONS	SID 171 GORB SERIES 2016 \$2,350,000 DTD 12/15/16	1,837.50
UMB BANK - TRUST OPERATIONS	SID 177 GORB SERIES 2018 \$1,945,000 DTD 5/1/18	1,485.00
UMB BANK - TRUST OPERATIONS	SID 180 GORB SERIES 2018 \$3,700,000 DTD 12/28/18	80.00
UMB BANK - TRUST OPERATIONS	SID 269 GORB SERIES 2019 \$280,000 DTD 6/15/19	4,256.25
		<u>\$ 315,628.75</u>

**TOTAL CLAIMS FOR JULY 6, 2021** \$ 2,764,021.33

**TOTAL PAYROLL FOR JUNE 25, 2021** \$ 1,059,869.99



\*8a.  
7/6/2021

## CITY OF BELLEVUE

OFFICE OF THE MAYOR

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

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# MEMORANDUM

**TO:** Council President Paul Cook & Council Members  
**FROM:** Mayor Rusty Hike  
**DATE:** June 28th, 2021  
**SUBJECT:** Reappointment to the Bellevue Housing Authority

Please consider the following for reappointment to the Bellevue Housing Authority.

Steffi Swanson  
3906 Raynor Pkwy Suite 105  
Bellevue, NE 68123  
402-292-7700  
[Steffi@steffiswanson.com](mailto:Steffi@steffiswanson.com)

She will serve an another five-year term ending July 2026.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

10a.  
7/6/2021

COUNCIL MEETING DATE: 07/06/2021		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input checked="" type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Application for new Manager for U Save Foods Inc. dba "Family Fare 776 and Family Fare 788" at 5101 Harrison Street and 1510 Harlan Drive, Bellevue.

SYNOPSIS/BACKGROUND:

U Save Foods Inc. dba "Fareway 776 and Family Fare 788" would like recommendation to approve Lance A. Kramer as a new Manager for the stores located at 5101 Harrison Street and 1510 Harlan Drive (respectively), Bellevue. Applications are turned directly into the NE Liquor Control Commission by the applicant then forwarded on to the City Clerk's Office by the NE Liquor Control Commission. The Clerk sends application to be reviewed by the Police and then submitted to the City Council for review and recommendation, and then forwarded to the NE Liquor Control Commission for final approval (if there are no issues).

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Recommend approval of application for Lance A. Kramer as the new Manager for U Save Foods Inc. dba "Family Fare 776 and Family Fare 788" at 5101 Harrison Street and 1510 Harlan Drive (respectively), Bellevue.

ATTACHMENTS:

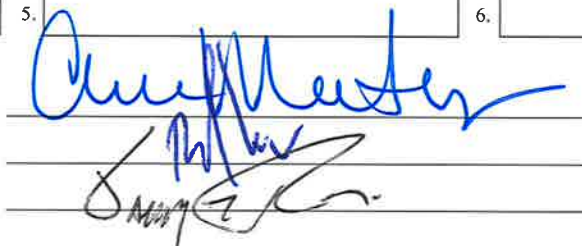
- |   |   |                         |
|---|---|-------------------------|
| 1. <input type="text" value="Application"/> | 2. <input type="text" value="Police Report"/> | 3. <input type="text"/> |
| 4. <input type="text"/>                     | 5. <input type="text"/>                       | 6. <input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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

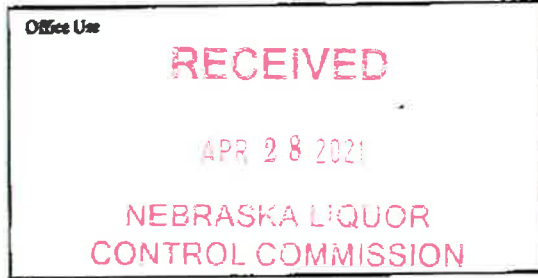




U Save Facts  
098086

**MANAGER APPLICATION  
INSERT - FORM 3c**

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



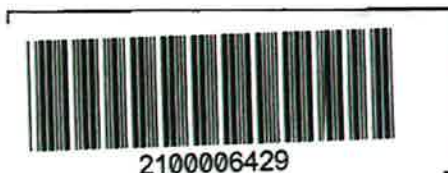
**FORM MUST BE COMPLETELY FILLED OUT IN ORDER FOR APPLICATION TO BE PROCESSED**

**MANAGER MUST:**

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

**Spouse who will participate in the business, the spouse must:**

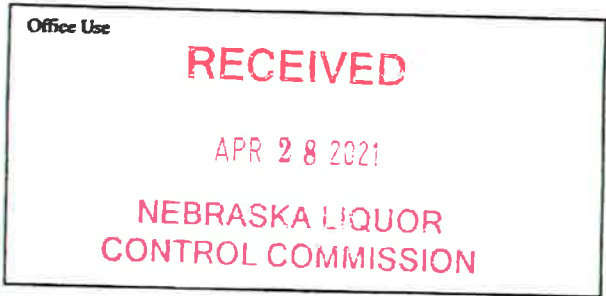
- Sign the application
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the state of Nebraska, include a copy of voter card with application
- Spousal Affidavit of Non Participation Insert **not** required



0400  
019  
6/9/2021

**MANAGER APPLICATION  
INSERT - FORM 3c**

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



**MUST BE:**

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

**Corporation/LLC information**

Name of Corporation/LLC: U Save Foods, Inc.

**Premise information**

Liquor License Number: 098086 Class Type C (if new application leave blank)

Premise Trade Name/DBA: Family Fare #776

Premise Street Address: 5101 Harrison Street

City: Bellevue County: Sharpy Zip Code: 68157

Premise Phone Number: 402-733-6771

Premise Email address: sd.3776@spartannash.com

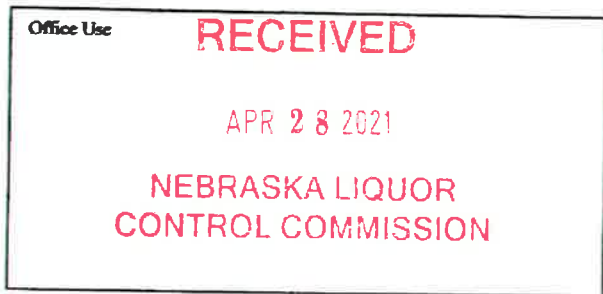
**The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information here.**



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

**MANAGER APPLICATION  
INSERT - FORM 3c**

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



**MUST BE:**

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

**Corporation/LLC information**

Name of Corporation/LLC: U Save Foods, Inc.

**Premise information**

Liquor License Number: 099134 Class Type C (if new application leave blank)

Premise Trade Name/DBA: Family Fare #788

Premise Street Address: 1510 Harlan Drive

City: Bellevue County: Sarpy Zip Code: 68005

Premise Phone Number: 402-291-7170

Premise Email address: sd.3788@spartannash.com

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



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

\*Spouse

Last Name: **Kramer** First Name: **Lance** MI: **A**

Home Address: **19302 G Street**

City: **Omaha** County: **Douglas** Zip Code: **68135**

Home Phone Number: **402-575-8451**

Driver's License Number & State: [REDACTED]

Social Security Number: [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: **USA - Omaha, NE**

Email address: **lance.kramer@spartannash.com**

YES  NO

Spouses Last Name: **Kramer** First Name: **Julie** MI: **A**

Social Security Number: [REDACTED]

Driver's License Number & State: [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: **USA - Omaha, NE**

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Omaha, NE	2010	2021	Omaha, NE	2010	2021

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER

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

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

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

YES       NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Lance Kramer			Minor Traffic Violations	

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

YES       NO

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

\_\_\_\_\_

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

YES       NO

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

\*NLCC Training Certificate Issued: 4/16/21 Name on Certificate: LANE KRAMER

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
LANE KRAMER	4/2021	HOSPITALITY EXAM / NEB. ALCOHOL SELLER

\*For list of NLCC Certified Training Programs see training

Experience:

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

5. Have you enclosed form 147 regarding fingerprints?

YES  NO



The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec 653-131.01) Nebraska Liquor Control Act.

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

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

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

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

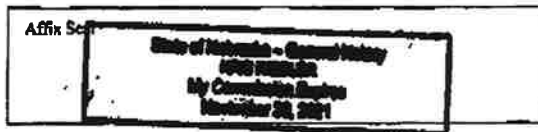
\_\_\_\_\_  
Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska  
County of Douglas The foregoing instrument was acknowledged before me this

4-19-21 date by Lance Kramer NAME OF PERSON BEING ACKNOWLEDGED

[Signature]  
Notary Public signature



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

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

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



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

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;  
It is recommended to make payment through the NSP PayPort online system at [www.ne.gov/go/nsp](http://www.ne.gov/go/nsp)  
Or a check made payable to **NSP** can be mailed directly to the following address:  
**\*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License\*\*\***  
The Nebraska State Patrol – CID Division  
3800 NW 12<sup>th</sup> Street  
Lincoln, NE 68521

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

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

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

Trade Name \_\_\_\_\_

Name of Person Being Fingerprinted: Lance Kramer

Date of Birth: \_\_\_\_\_ Last 4 SSN: \_\_\_\_\_

Date fingerprints were taken: 4-12-21

Location where fingerprints were taken: \_\_\_\_\_ **CITY OF LINCOLN POLICE DEPT.**

How was payment made to NSP?

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

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

**SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED**

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

**10b.  
7/6/2021**

COUNCIL MEETING DATE: 07/06/2021		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input checked="" type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

**SUBJECT:**

Application for new Manager for STL of Nebraska, Inc. dba "Target Store 1537" at 3808 Twin Creek Drive, Bellevue.

**SYNOPSIS/BACKGROUND:**

STL of Nebraska, Inc. dba "Target Store 1537" at 3808 Twin Creek Drive, would like recommendation to approve Andrew R Guenther as a new Manager for the store located at 3808 Twin Creek Drive, Bellevue. Applications are turned directly into the NE Liquor Control Commission by the applicant then forwarded on to the City Clerk's Office by the NE Liquor Control Commission. The Clerk sends application to be reviewed by the Police and then submitted to the City Council for review and recommendation, and then forwarded to the NE Liquor Control Commission for final approval (if there are no issues).

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

**TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:**

IS THIS A CONTRACT?:  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:**

Recommend approval of application for Andrew R Guenther as the new Manager for STL of Nebraska, Inc. dba "Target Store 1537" at 3808 Twin Creek Drive, Bellevue.

**ATTACHMENTS:**

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

**SIGNATURES:**

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*[Handwritten signatures in blue ink over horizontal lines]*



**MANAGER APPLICATION  
INSERT - FORM 3c**

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

Office Use

**RECEIVED**

JUN 03 2021

NEBRASKA LIQUOR  
CONTROL COMMISSION

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

**MANAGER MUST:**

- Complete all sections of the application. Be sure it is signed by a **member or corporate officer**, corporate officer or member must be an individual on file with the Liquor Control Commission
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: US birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the State of Nebraska, include a copy of voter card or print document from Secretary of State website with application

*Needs Training*

Spouse who **will not** participate in the business, **spouse must:**

- Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half; the manager completes the bottom half. **Be sure to complete both halves of this form.**
- Need not answer question #1 of the application

*Sent to paper -  
Publish 6/23/21  
Mtg 7/6/21*

Spouse who **will** participate in the business, the **spouse must:**

- Sign the application
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the state of Nebraska, include a copy of voter card with application
- Spousal Affidavit of Non Participation Insert **not** required

*NA*



*0400  
0019  
0161*

**MANAGER APPLICATION  
INSERT - FORM 3c**

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



**MUST BE:**

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

---

**Corporation/LLC information**

Name of Corporation/LLC: STL of Nebraska, Inc.

---

**Premise information**

Liquor License Number: 73141 Class Type DK (if new application leave blank)

Premise Trade Name/DBA: Target Store T-1537

Premise Street Address: 3808 Twin Creek Dr

City: Bellevue County: Sarpy Zip Code: 68123

Premise Phone Number: 402-291-6747

Premise Email address: Liquor.Licensing@target.com

---

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

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

(Faxed signatures are acceptable)

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

*\* spouse*

Last Name: Guenther First Name: Andrew MI: R

Home Address: 16011 Virginia St

City: Omaha County: Sarpy Zip Code: 68136 · 1338

Home Phone Number: 605-366-4223

Driver's License Number & State: [REDACTED]

Social Security Number: [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: Sioux City, IA

Email address: Liquor.Licensing@target.com

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES

NO

**Spouse's information**

Spouses Last Name Guenther First Name: Jill MI: M

Social Security Number: [REDACTED]

Driver's License Number & State: [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: Sioux Falls, SD

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

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Omaha, NE	2007	Present	Omaha, NE	2007	Present

**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
1999	Present	Target Corporation	Steven Foster	402-573-2220
1998	1999	Hy-Vee	Greg Rager	N/A

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

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

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

YES       NO

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

Name of Applicant	Date of Conviction (mm yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Andrew Guenther	2018	Omaha, NE	Speeding	Attended STOP class
	2008	Minnesota	Speeding	
	2003	South Dakota	Speeding	

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

YES       NO

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

---

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

YES       NO

4

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

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

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Andrew Guenther		Target In-House required alcohol training

\*For list of NLCC Certified Training Programs see training

Experience

Applicant Name Job Title	Date of Employment:	Name & Location of Business:
Andrew Guenther/Store Director		Been in role at Target Store T-1777 since 4/2020

5. Have you enclosed form 147 regarding fingerprints?

YES       NO

**PERSONAL OATH AND CONSENT OF INVESTIGATION**

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

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

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

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

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

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

ACKNOWLEDGEMENT

State of Nebraska  
County of \_\_\_\_\_ The foregoing instrument was acknowledged before me this

\_\_\_\_\_ by \_\_\_\_\_  
date NAME OF PERSON BEING ACKNOWLEDGED

State waiving Notary requirement due to COVID  
Notary Public signature

Affix Seal

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

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

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



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

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of **\$45.25 per person** **MUST** be made **DIRECTLY** to the Nebraska State Patrol:  
It is recommended to make payment through the **NSP PayPort** online system at [www.ne.gov/go/psp](http://www.ne.gov/go/psp)  
Or a check made payable to **NSP** can be mailed directly to the following address:  
**\*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License\*\*\***  
The Nebraska State Patrol – CID Division  
3800 NW 12<sup>th</sup> Street  
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID  
*Applicant(s) will not have cards to include with license application.*
- Fingerprints taken at local law enforcement offices may be released to the applicants:  
*Fingerprint cards should be submitted with the application.*

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

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

Trade Name Target Store T-XXXX

Name of Person Being Fingerprinted: Andrew Guenther

Date of Birth:                      Last 4 SSN:                     

Date fingerprints were taken: 5/18/2021

Location where fingerprints were taken: State Patrol office - Omaha

How was payment made to NSP?

NSP PAYPORT  CASH  CHECK SENT TO NSP CK #                     

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

  
\_\_\_\_\_

**SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED**

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

11a.  
7/6/2021

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: N/A BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO	COUNTER-PARTY:	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION:		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME:		
START DATE:	END DATE:	PAYMENT DATE:
		INSURANCE REQUIRED: YES
CIP PROJECT NAME: N/A	CIP PROJECT NUMBER: N/A	
STREET DISTRICT NAME (S): N/A	STREET DISTRICT NUMBER (S): N/A	
ACCOUNTING DISTRIBUTION CODE: N/A	ACCOUNT NUMBER: 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. | 3. |
| 4.                    | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Ann Mathew*  
*Marcy Hunter*  
*John [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

12a.  
7/6/2021

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 in blue ink]*

# 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 75<sup>th</sup> Street  
Omaha, NE 68114

#### B. PROPERTY OWNERS:

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

#### C. GENERAL LOCATION:

36<sup>th</sup> 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 36<sup>th</sup> 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 6<sup>th</sup> 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 36<sup>th</sup> 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 36<sup>th</sup> 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**

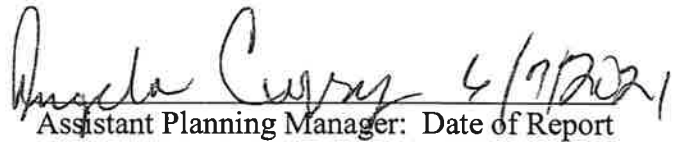
APPROVAL based upon the lack of perceived negative impact to the surrounding neighborhood. APPROVAL also based upon the positive impact of the development for the community.

**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:**

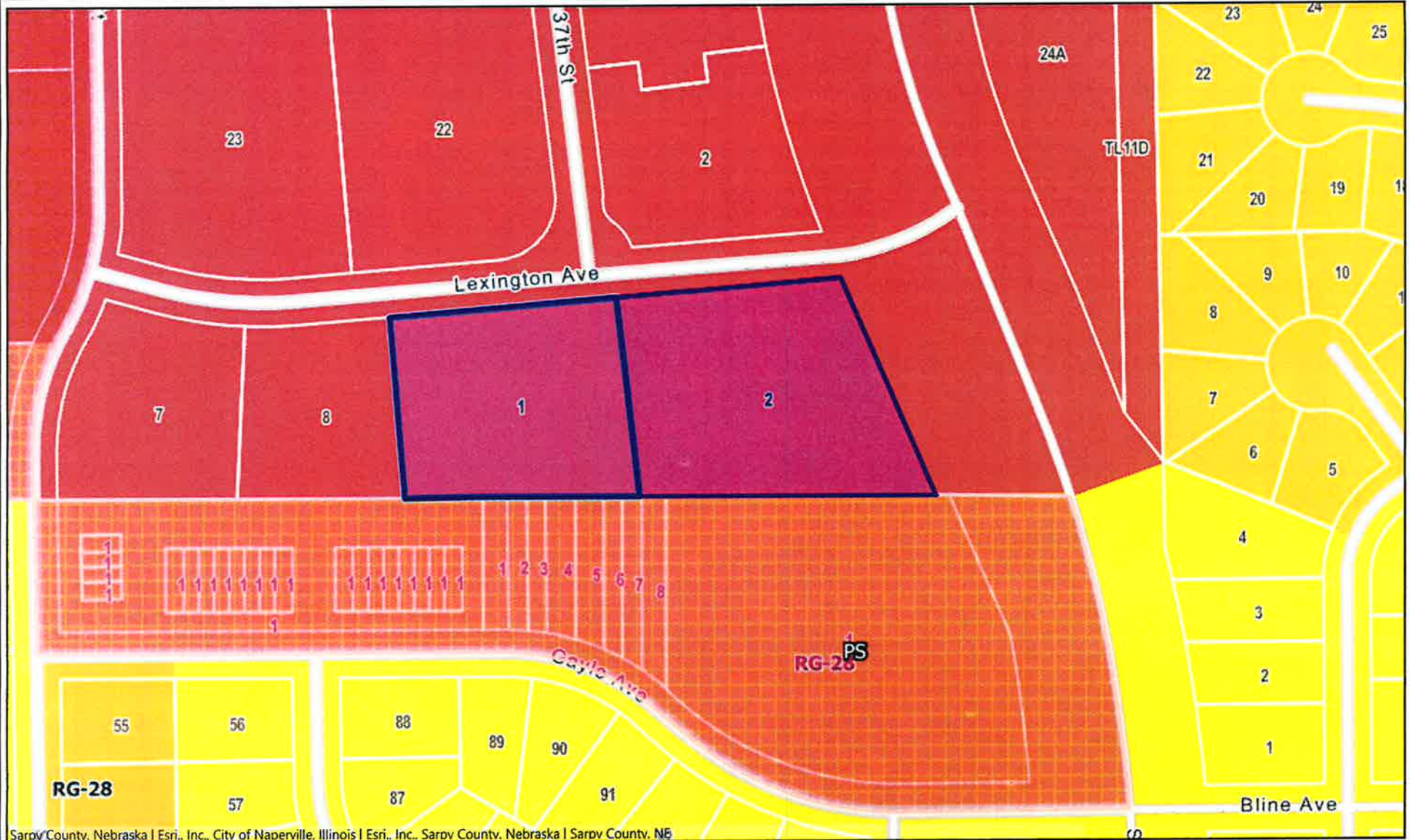
1. Sage Capital, LLC
2. Tom Belford
3. Thompson, Dressen & Dornier (Gary Norton)
4. Public Upon Request

  
Assistant Planning Manager: Date of Report

  
Planning Manager: Date of Report



# 37th Street and Lexington Avenue



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



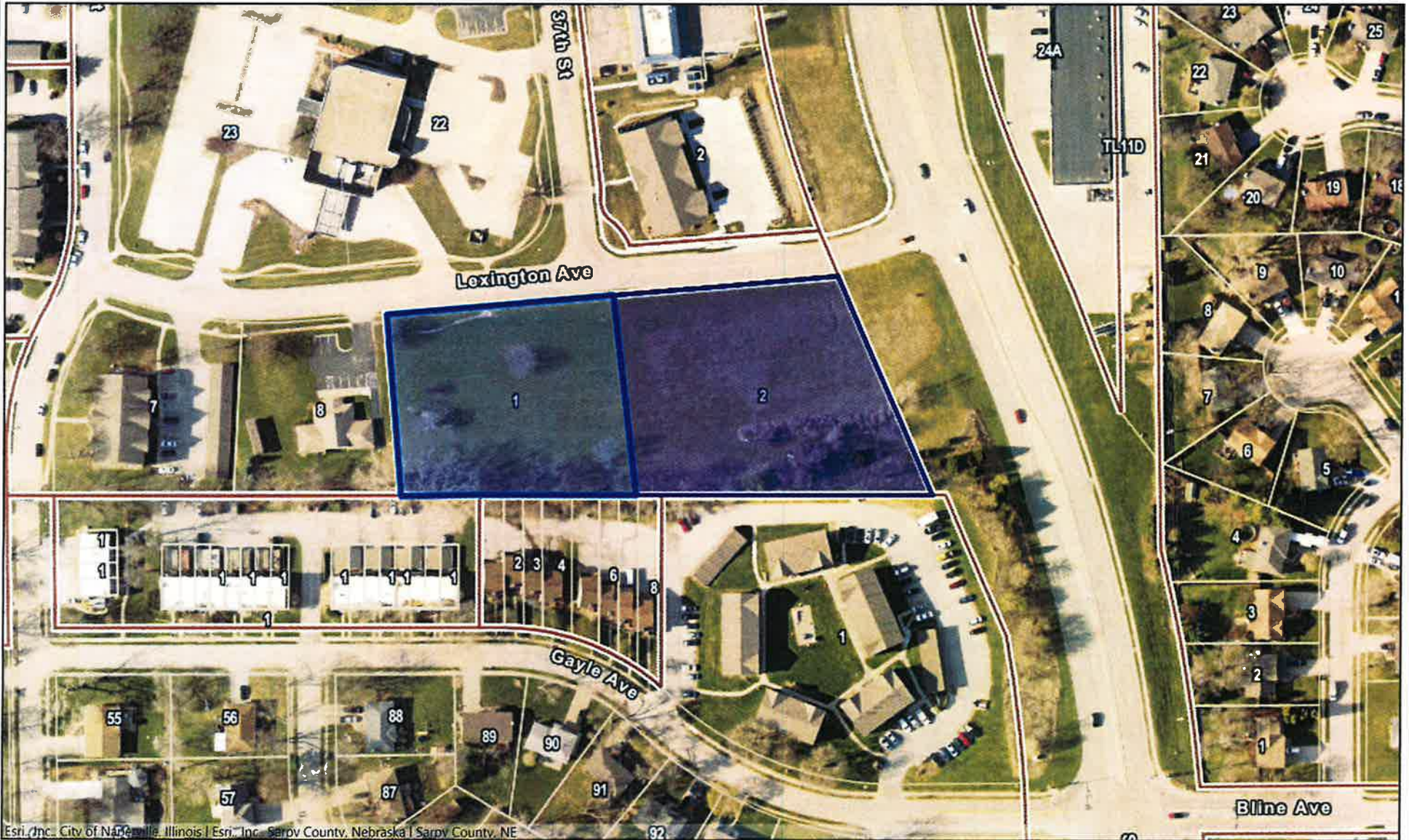
Map Scale 1: 2257

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: 36<sup>th</sup> & 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 36<sup>th</sup> & 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**

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

**PARKING STATISTICS**

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

**LANDSCAPING REQUIREMENTS**

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

**PLANT TYPES**

SYM.	SC.	COMMON NAME	COMMON NAME	SIZE	TYPE

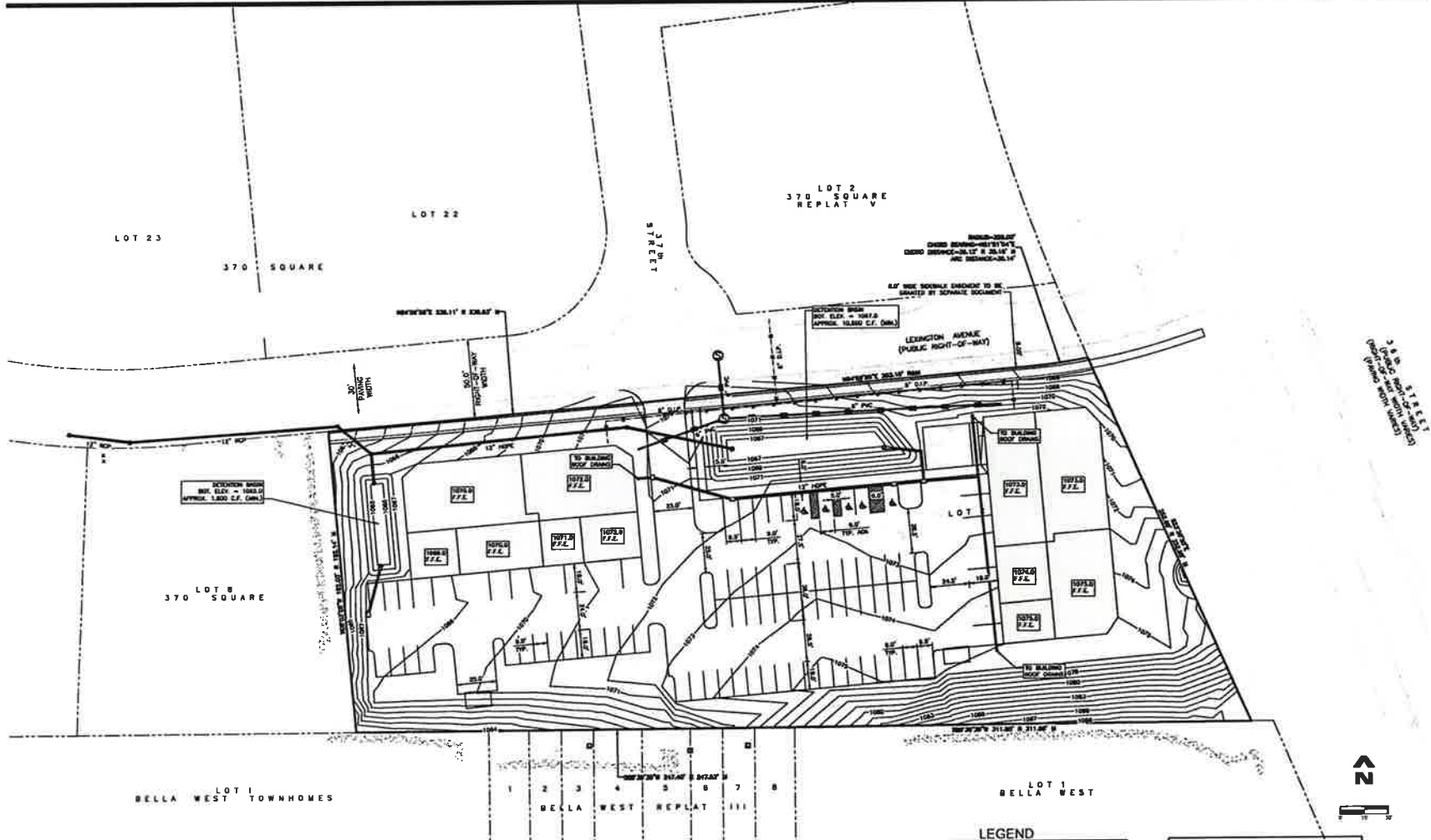
FOR PRELIMINARY DESIGN PURPOSES ONLY - SUBJECT TO CHANGE  
 PRELIMINARY DESIGN PURPOSES ONLY - SUBJECT TO CHANGE  
 PRELIMINARY DESIGN PURPOSES ONLY - SUBJECT TO CHANGE

RECEIVED  
 APR 27 2021  
 PLANNING DEPT.

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

SITE PLAN





**LEGEND**

	EXISTING CONTOUR
	PROPOSED CONTOUR
	EXISTING BOUNDARY LINE
	PROPOSED BOUNDARY LINE
	EXISTING STREET LINE
	PROPOSED STREET LINE
	EXISTING WATER WAY
	PROPOSED WATER WAY
	PROPOSED 7" P.C.C. DRIVEWAY
	PROPOSED 4" P.C.C. SIDEWALK
	PROPOSED SIDEWALK ENLARGEMENT TO BE SHOWN BY SEPARATE DOCUMENT

**PARKING SUMMARY**

STALL TYPE	STALLS
RESERVED SPALLS	73
RESERVED SPALLS	0
RESERVED SPALLS	18
SPALL IN FIELD OF ATTACHED DRIVEWAY	18
RESERVED PARKING SPALLS	102
TOTAL PARKING	115

**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.

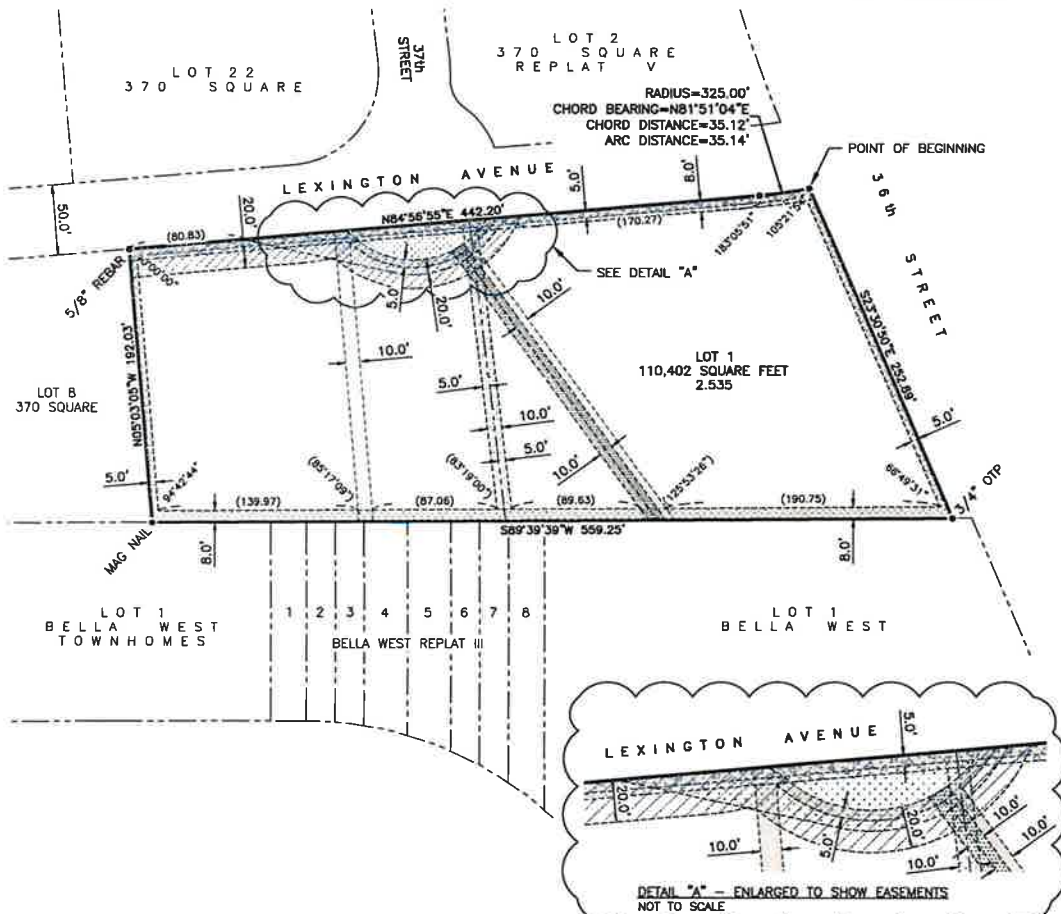
### NOTES

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. DORNIER  
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

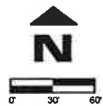
THIS PLAT OF 370 SQUARE REPLAT SIX WAS APPROVED BY THE BELLEVUE CITY COUNCIL ON THIS \_\_\_\_ DAY OF \_\_\_\_ 2021.

BELLEVUE CITY COUNCIL



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



Revised Dates:

No.	Description	MM-DD-YY
01	PLAT COMMENTS	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

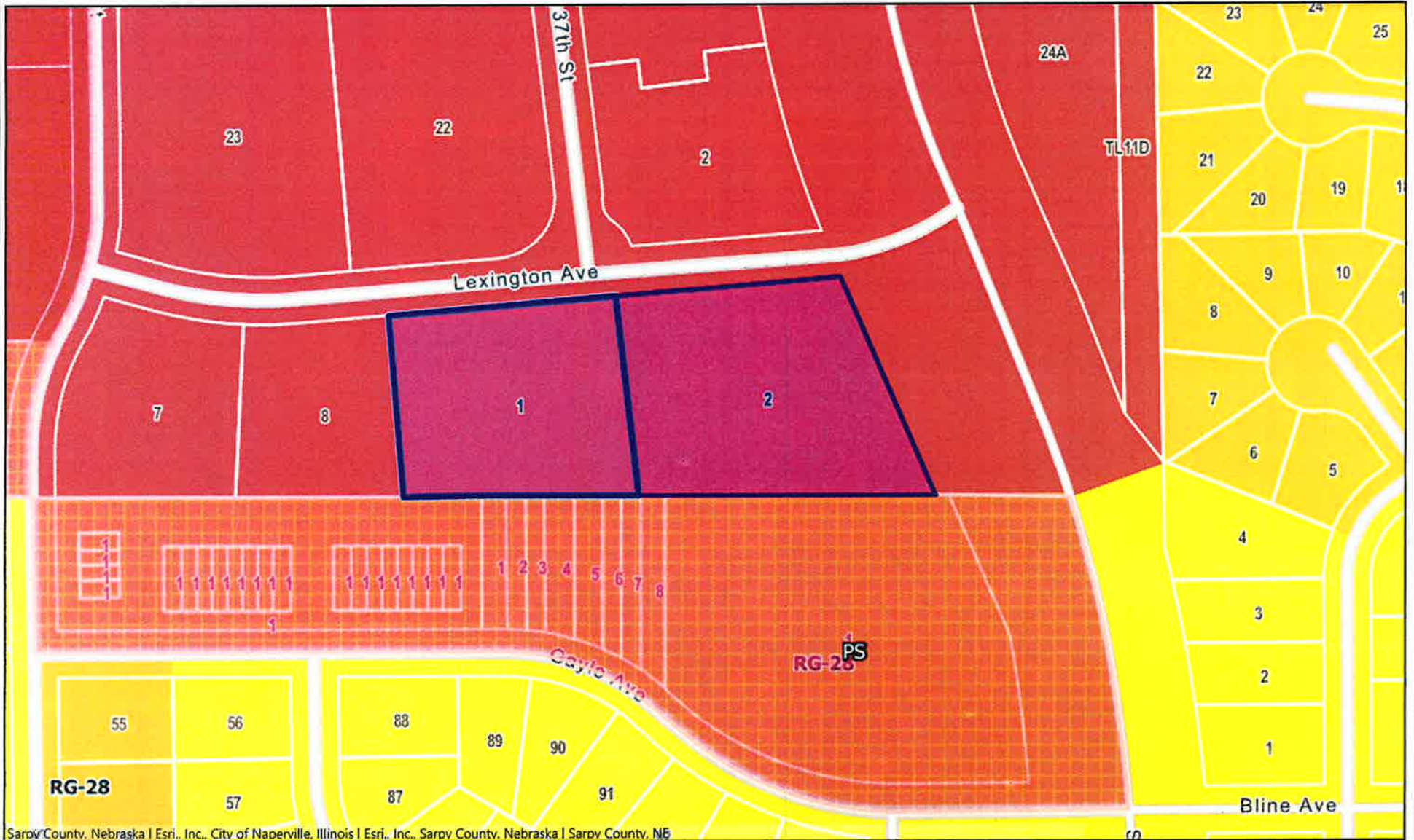
Sheet Title:

CITY OF BELLEVUE  
SMALL SUBDIVISION

Sheet Number:

SHEET 1 OF 1

# 38th 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

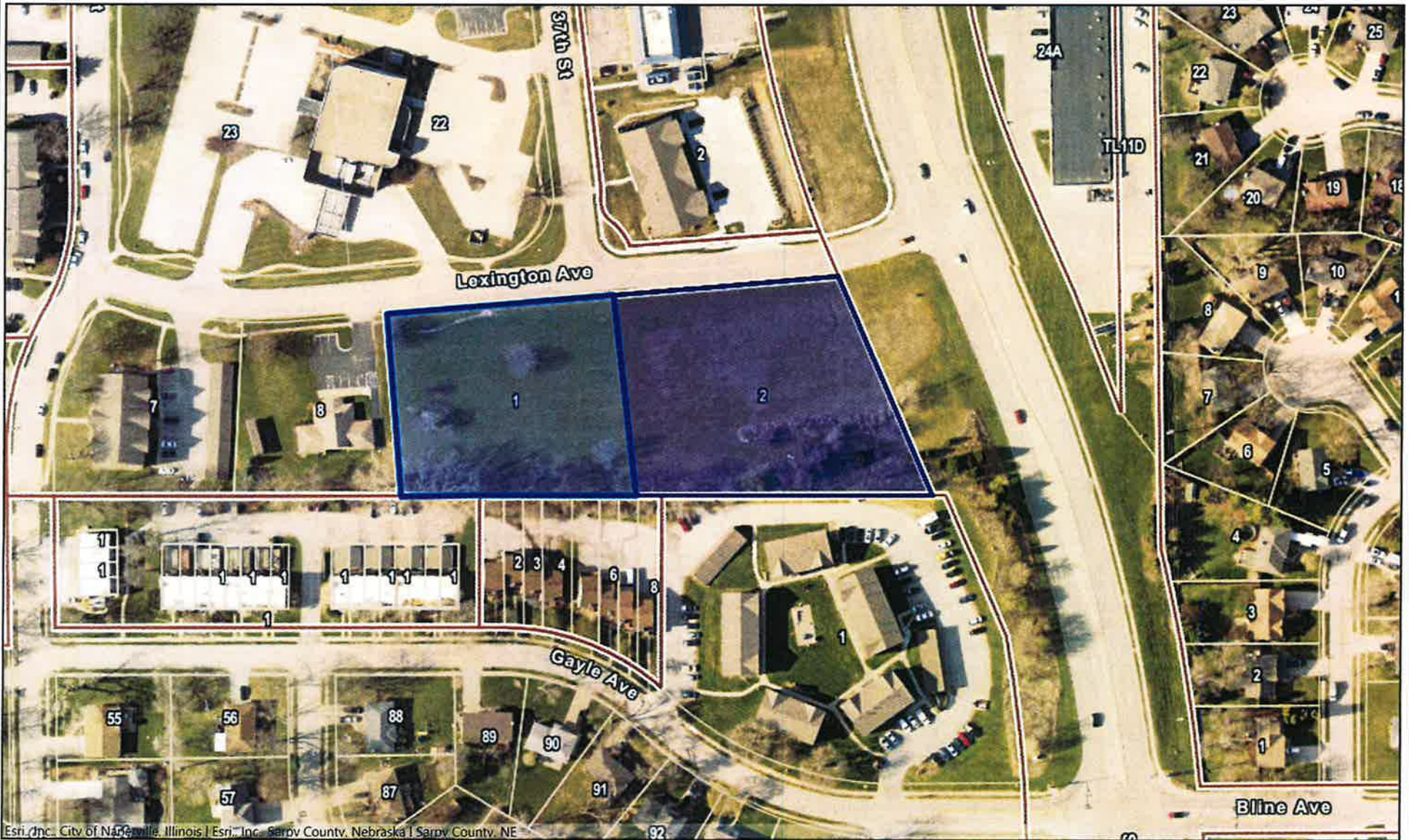
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Notes



# Parcel Map of Lexington Ave



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



Map Scale 1: 2257

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Notes



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 P.M. SAID SARPY COUNTY.

### REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF 370 SQUARE REPLAT SIX WAS REVIEWED BY THE SARPY COUNTY SURVEYORS OFFICE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

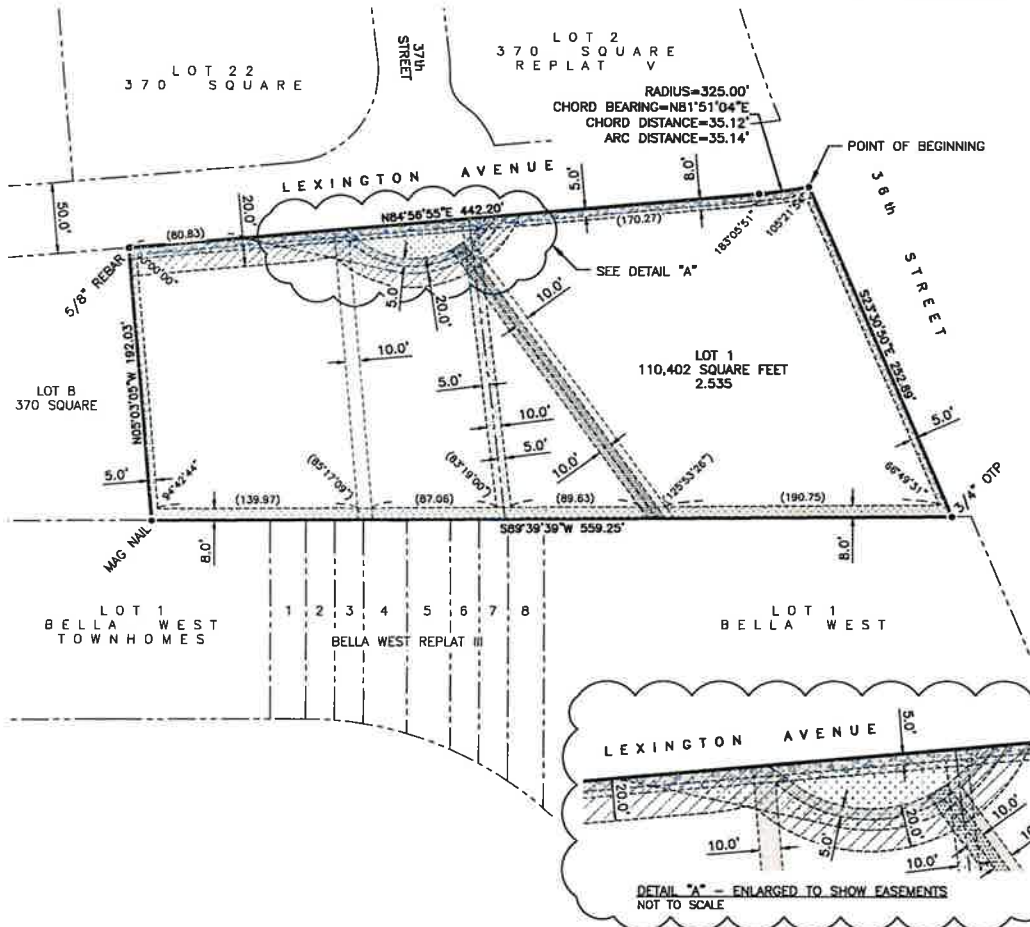
### NOTES

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 S27°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. DÖRNER  
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 GUYS 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

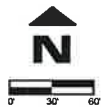
THIS PLAT OF 370 SQUARE REPLAT SIX WAS APPROVED BY THE BELLEVUE CITY COUNCIL ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

BELLEVUE CITY COUNCIL



thompson, greasman & dorner, inc.  
10836 Old Mill Rd  
Omaha, NE 68154  
p.402.230.6600 f.402.230.5666  
td2co.com

370 SQUARE REPLAT SIX  
LOT 1



Revised Dates

No.	Description	MM-DD-YY
01	INITIAL COMMENTS	05-18-21
02		
03		
04		

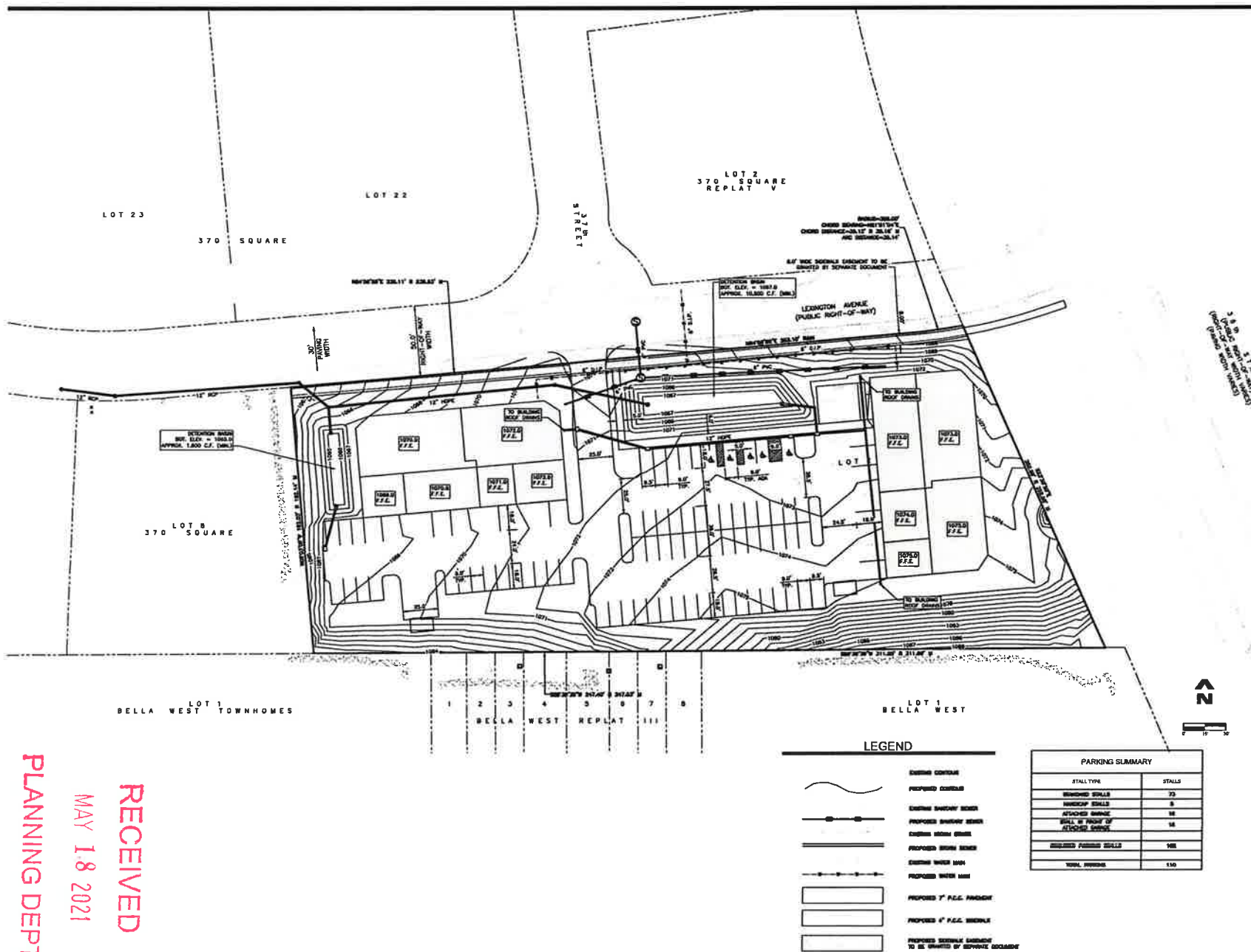
Job No.: A1071-119A  
Drawn By: BJH  
Reviewed By: CED  
Date: APRIL 15, 2021  
Book: 20/26  
Pages: 39-41

Sheet Title

CITY OF BELLEVUE  
SMALL SUBDIVISION

Sheet Number

SHEET 1 OF 1



RECEIVED  
MAY 18 2021  
PLANNING DEPT.

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**

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

**TOTAL UNITS:**

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

**PARKING STATISTICS**

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

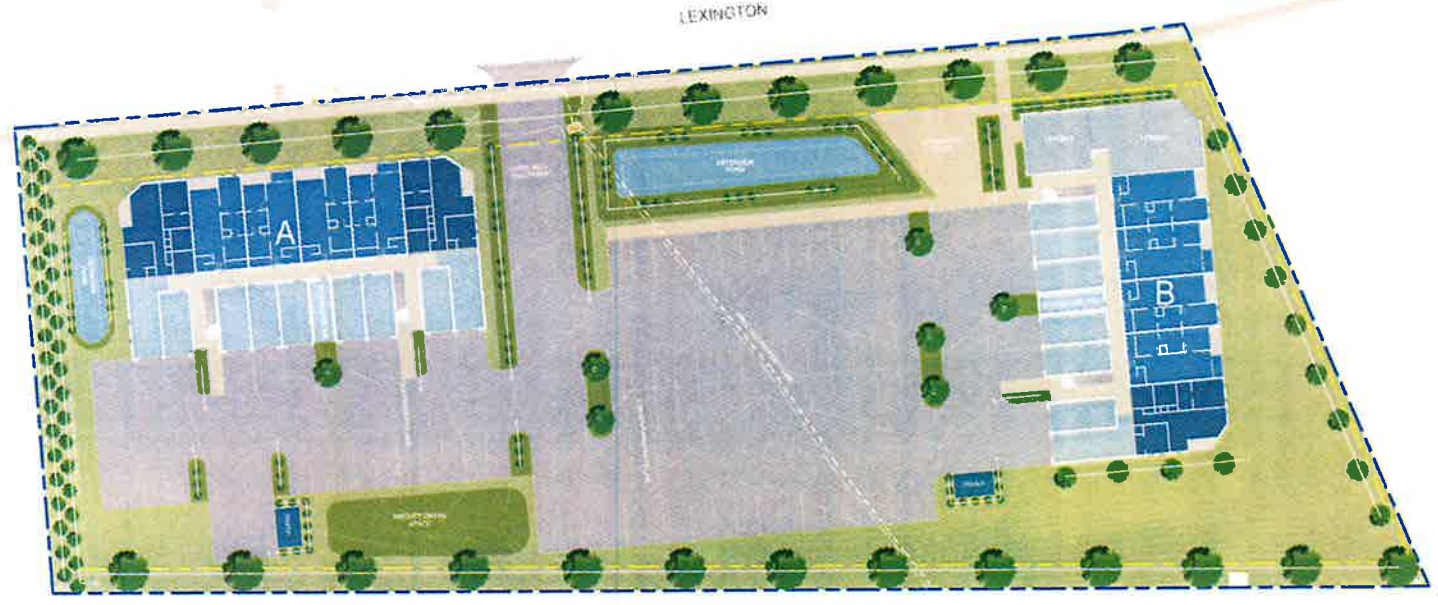
**LANDSCAPING REQUIREMENTS**

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

**PLANT TYPES**

PLANT	QTY	REMARKS	DATE	BY

FOR PRELIMINARY DESIGN PURPOSES ONLY. SUBJECT TO CHANGE. FINAL LANDSCAPE DESIGN TO BE PROVIDED TO DEVELOPER DURING DEVELOPMENT OF THE PROJECT. SEE ATTACHED EXHIBIT FOR DETAILS.



**SITE PLAN**

RECEIVED  
APR 27 2021  
PLANNING DEPT.

**ORDINANCE NO. 4040**

**A**N 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 36<sup>th</sup> STREET AND LEXINGTON AVENUE, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

**W**HEREAS, 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:

**B**E IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA:

**S**ection 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)

**S**ection 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.

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

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

**A**DOPTED 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: 07/06/2021  
Third Reading: \_\_\_\_\_

**From:** [Susan Kluthe](#)  
**To:** [Tammi Palm](#); [Angela Curry](#); [Dianna VanHorn](#)  
**Cc:** [Shirley Harbin](#)  
**Subject:** FW: Rezone of Lots 1 & 2 Lexington Ave., note for public hearing  
**Date:** Wednesday, June 30, 2021 8:51:39 AM

---

FYI

---

**From:** ravitz <zoolander159@yahoo.com>  
**Sent:** Wednesday, June 30, 2021 7:17 AM  
**To:** Susan Kluthe <Susan.Kluthe@bellevue.net>  
**Subject:** Rezone of Lots 1 & 2 Lexington Ave., note for public hearing

Hello,  
I own a property on Gayle Ave., and as far as the new development goes, it looks very nice. However, I don't like that this development company is based in St. Louis, rather than Omaha.

Sage Capital LLC.:

8000 Maryland Avenue  
Suite 1200  
St. Louis, Missouri 63105

Basic econ tells you local, rather than out-of-city or state, will keep money and resources within the area (i.e. Omaha).

I'm sure the principals of Sage are fine, upstanding gentlemen, but since they are based in St. Louis, that's where their profits will go.

I hope, future investments will stay, in state.  
Thanks!

**Ben J. Ravitz**

OMAHA

*"I was known as the chief graverobber of my state." - Dan Quayle*

## Susan Kluthe

---

**From:** Mike Baker <mjb362002@yahoo.com>  
**Sent:** Friday, July 2, 2021 2:59 PM  
**To:** Susan Kluthe  
**Subject:** 370 Square Replat IV

Hello,

My name is Michael Baker, I am a resident of 3720 Gayle Avenue, just south of the land proposed to build on. I will be unable to attend the meeting July 6<sup>th</sup> but would like my concern voiced about proper drainage from the asphalt parking lot to be developed. The townhomes I am a resident of have horrible drainage on the north of our buildings already because we have the low point of the ground around here and we cannot afford it to get worse or take water from the land that is uphill to us from the north.

Would the lots have drainage that is tied to the sewer or can we propose a tile to be put in between the lots on the tree line which can help both the lots of the townhouses and maintain proper drainage from the parking lot away from the south side of those two proposed lots. Thank you for listening and look forward to hearing opinions back or developer plans.

-Mike B.



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

12b.  
7/6/2021

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. <input type="text"/>	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



ORDINANCE NO. 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

12c.  
7/6/2021

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. 4042

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 06/15/2021

Second Reading 07/06/2021

\_\_\_\_\_  
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 ~~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 \_\_\_\_\_

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

13a.  
7/6/2021

COUNCIL MEETING DATE: 07/06/2021		SUBMITTED BY: Finance Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Issuance of Highway Allocation Fund Pledge Bonds, Series 2021, in an amount not to exceed \$6,000,000.

SYNOPSIS/BACKGROUND:

The City of Bellevue will issue up to \$6,000,000 of bonds to finance costs of street resurfacing and street reconstruction projects. The city's share of current year street improvements (resurfacing, concrete, overlay, reconstruction and So. 36th Street) is budgeted at \$6,076,000. Next year's preliminary budget of the city's share of projects is \$8,460,000. Interest rates are still favorable and easing the cash requirements is recommended.

FISCAL IMPACT: \$6,000,000 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: HAFP-2021 ACCOUNT NUMBER: 4800

RECOMMENDATION:

Suspend the statutory rule requiring reading on three different days and, after the public hearing is held at this meeting, approve Ordinance No. 4043, authorizing and providing for issuance of highway allocation fund pledge bonds, series 2021, in an amount not to exceed \$6,000,000.00.

ATTACHMENTS:

1. Ordinance No. 4043 2. Bond Preliminary Official Statement 3.   
 4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*[Handwritten signatures in blue ink]*

PRELIMINARY OFFICIAL STATEMENT DATED JULY \_\_\_\_, 2021

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the Issuer, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), (1) the interest on the Bonds [\*\* (including any original issue discount properly allocable to an owner thereof)\*\*] is excludable from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax, (2) the interest on the Bonds is exempt from income taxation by the State of Nebraska and (3) the Bonds are "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. See "TAX MATTERS" in this Official Statement.

New Issue  
Book-Entry-Only

Bank Qualified  
Rating: S&P "\_\_\_"

\$ \_\_\_\_\_ \*

CITY OF BELLEVUE, NEBRASKA  
GENERAL OBLIGATION HIGHWAY ALLOCATION FUND PLEDGE BONDS  
SERIES 2021

Dated: Date of Delivery

Due: December 15, as shown below

UMB Bank, N.A., is the Paying Agent and Registrar. Interest on the Bonds is payable semiannually on June 15 and December 15 of each year, commencing December 15, 2021\*. The Bonds are issuable as fully registered bonds and, when initially issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds. Purchases of Bonds will be made in book-entry-only form, in the principal amount of \$5,000 or any integral multiple thereof, through brokers and dealers who are, or who act through, DTC Participants. Beneficial owners of the Bonds will not receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the Bonds. So long as DTC or its nominee is the registered owner of the Bonds, payments of the principal or redemption price of and interest on the Bonds will be made directly to DTC. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners is the responsibility of DTC Participants. See "THE BONDS - Book-Entry-Only System."

**MATURITY SCHEDULE—SEE INSIDE COVER**

The Bonds maturing on or after December 15, 2026 shall be subject to redemption, in whole or in part, prior to maturity at any time on or after the fifth anniversary of the date of original issue, at the option of the City, at par plus accrued interest to the date set for redemption.

The Bonds are offered in book-entry form, when, as and if issued and received by the Underwriters and subject to the approval of legality by Gilmore & Bell, P.C., Omaha, Nebraska, Bond Counsel to the City, and certain other conditions. It is expected that the Bonds will be available for delivery through The Depository Trust Company, in New York, New York, on or about \_\_\_\_\_, 2021.\*



**D | A | DAVIDSON**

D.A. Davidson & Co. member SIPC

\* Preliminary, subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold until they are accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor may there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

**MATURITY SCHEDULE\***

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>	<u>CUSIP</u>
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\* Preliminary, subject to change.

**CITY OF BELLEVUE, NEBRASKA**

**Mayor**

Rusty Hike

**City Council**

Jerry McCaw

Bob Stinson

Kathy Welch

Thomas Burns

Paul Cook

Don Preister

**City Department Heads/City Staff**

Jim Ristow, City Administrator

Susan Kluthe, City Clerk

Rich Severson, Treasurer/Finance Director

**City Attorney**

Bree Robbins

**BOND COUNSEL**

Gilmore & Bell, P.C.

Omaha, Nebraska

**UNDERWRITER**

D.A. Davidson & Co.

Omaha, Nebraska

The information contained in the Official Statement has been obtained from the City of Bellevue, from Sarpy County, Nebraska, and other sources which are believed to be reliable. No representation or warranty is made, however, as to the accuracy or completeness of such information, and nothing contained in the Official Statement is, or shall be, relied on as a promise or representation by the Underwriter. The Official Statement is submitted in connection with the sale of securities as referred to therein, and may not be reproduced or be used, in whole or in part, for any other purpose. Neither delivery of the Official Statement nor any sale made thereunder shall create an implication that information therein is correct as of any time subsequent to its date.

**No dealer, broker, salesman or other person has been authorized by the City or the Underwriter to give any information or to make any representation with respect to the Bonds offered hereby other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds offered hereby by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the City and from other sources believed to be reliable, but it is not guaranteed as to accuracy or completeness. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances create any implication that there has been no change in the affairs of the Issuer or the City since the date hereof.**

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
INTRODUCTION .....	1
Sources of Certain Information.....	1
THE BONDS.....	1
General Description.....	1
Optional Redemption.....	2
Notice of Redemption; Effect of Redemption.....	2
Purpose and Authority.....	2
Security.....	3
Book-Entry Only System.....	3
Book-Entry System Risk Factors.....	6
SOURCES AND USES OF FUNDS.....	6
BOND DEBT SERVICE.....	7
NEBRASKA DEVELOPMENTS RELATED TO BUDGETS AND TAXATION.....	8
BONDHOLDERS' RISKS.....	8
TAX MATTERS.....	10
CONTINUING DISCLOSURE UNDERTAKING.....	12
RATING.....	12
LEGAL OPINION.....	12
FINANCIAL STATEMENTS.....	13
LITIGATION.....	13
UNDERWRITING.....	13
MISCELLANEOUS.....	13
INFORMATION CONCERNING THE CITY OF BELLEVUE.....	APPENDIX A
ACCOUNTANTS' REPORTS AND FINANCIAL STATEMENTS.....	APPENDIX B
FORM OF CONTINUING DISCLOSURE UNDERTAKING.....	APPENDIX C

**FORWARD-LOOKING STATEMENTS**

This Official Statement contains statements which should be considered “forward-looking statements,” meaning they refer to possible future events or conditions.

The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. The school district does not expect or intend to issue any updates or revisions to those forward-looking statements if or when its expectations change or events, conditions or circumstances on which such statements are based occur or fail to occur.

These securities have not been registered with the securities and exchange commission by reason of the provisions of sections 3(a)(2) and 3(a)(4) of the securities act of 1933, as amended. The registration or qualification of these securities in accordance with applicable provisions of securities laws of the states in which these securities have been registered or qualified and the exemption from registration or qualification in other states shall not be regarded as a recommendation thereof. Neither these states nor any of their agencies have passed upon the merits of the securities or the accuracy or completeness of this official statement. Any representation to the contrary may be a criminal offense.

## OFFICIAL STATEMENT

### CITY OF BELLEVUE, NEBRASKA

\$ \_\_\_\_\_ \*

### HIGHWAY ALLOCATION FUND PLEDGE BONDS SERIES 2021

#### INTRODUCTION

The purpose of this Official Statement, which includes the cover page and any Appendices hereto, is to furnish information concerning the City of Bellevue, Nebraska (the "City") and certain other information in connection with the issuance and sale of the City's \$ \_\_\_\_\_\* Highway Allocation Fund Pledge Bonds, Series 2021 (the "Bonds"). Information in this Official Statement concerning the City has been furnished by the City or obtained from other sources believed to be reliable.

#### Sources of Certain Information

There follow in this Official Statement brief descriptions of the Bonds and the City. All descriptions of documents herein are only summaries and are qualified in their entirety by reference to each such document. During the offering period, copies of such documents may be obtained from the City or from D.A. Davidson & Co. (the "Underwriter"). Information in this Official Statement concerning the City has been furnished by the City or obtained from other sources believed to be reliable.

#### THE BONDS

##### General Description

The Bonds are being issued as current interest-bearing bonds dated as of the Date of Delivery. Interest on the Bonds is payable semiannually on June 15 and December 15 of each year, commencing December 15, 2021\* (each an "Interest Payment Date"). Interest will be paid from the date of original issue or most recent Interest Payment Date, whichever is later, until maturity or earlier redemption. The Bonds will bear interest at the rates and become due at the times set forth on the front cover and inside front cover pages of this Official Statement. The Bonds will be issued in fully registered book-entry-only form (see the caption "THE BONDS - BOOK-ENTRY-ONLY SYSTEM" herein) in denominations of \$5,000 or any integral multiple thereof, not exceeding the amount maturing in a given year.

Interest on the Bonds will be paid by UMB Bank, N.A., as registrar and paying agent with respect to the Bonds (the "Registrar"), by check or draft mailed to the registered owners at their registered addresses, both as shown on the registration books of the Registrar as of the fifteenth day immediately preceding the Interest Payment Date (the "Record Date"). So long as DTC (hereinafter defined) or its nominee is the registered owner of the Bonds, payment of the principal or redemption price thereof and interest thereon will be made directly to DTC. Principal of and premium, if any, due on the Bonds at maturity or earlier date of redemption shall be paid on presentation and surrender of the Bonds at the office of the Registrar.

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\* Preliminary, subject to change.

Upon surrender to the Registrar for cancellation, any Bond or Bonds may be transferred or exchanged for another Bond or Bonds of like aggregate principal amount in any authorized denomination, having the same maturity and bearing the same rate of interest as the Bond or Bonds surrendered. The Registrar is not required to transfer or exchange any Bond during the period from any Record Date until the immediately succeeding Interest Payment Date or to transfer any Bond which has been called for redemption, whether in whole or in part, for a period of 30 days immediately preceding the date fixed for redemption.

In the event that payments of interest due on the Bonds on any Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners as of a special date of record for payment of such defaulted interest as shall be designated by the Registrar whenever moneys for the purpose of paying such defaulted interest become available.

### **Optional Redemption**

Bonds maturing on or after December 15, 2026 are subject to redemption in whole or in part, prior to maturity at the option of the City, anytime on or after the fifth anniversary of the date of original issue, at par plus accrued interest to the date fixed for redemption, with no redemption premium.

### **Notice of Redemption; Effect of Redemption**

Notice of redemption of any Bond or any portion thereof shall be given by first class mail to the registered owner (initially only Cede & Co. as nominee for DTC) of such Bond, addressed to his or her registered address and placed in the mail not less than thirty nor more than sixty days prior to the date fixed for redemption. Such notice shall specify the numbers of the Bonds called for redemption, the redemption date and the place where the redemption amount will be payable, and in the case of Bonds to be redeemed in part only, such notice shall specify the respective portion of the principal amount thereof to be redeemed. If funds sufficient for such redemption shall be held by the Paying Agent and Registrar on the date fixed for redemption and such notice shall have been given, the Bonds or the portion thereof thus called for redemption, shall not bear interest after the date fixed for redemption.

If less than all of the Bonds of any maturity are to be redeemed, the Paying Agent and Registrar shall determine, in its sole discretion, in any manner deemed by it to be fair and equitable, the particular Bonds or portions of Bonds of such maturity to be so redeemed. Any Bond shall be subject to redemption in part in a principal amount equal to \$5,000 or any integral multiple thereof.

### **Purpose and Authority**

The proceeds of the Bonds shall be used for the purpose of financing the construction of certain streets and other appurtenant related improvements within the City. The Bonds will be authorized by an ordinance passed and approved by the Mayor and Council of the City (the "Ordinance") pursuant to Section 66-4,101 Reissue Revised Statutes of Nebraska.

## Security

For the prompt payment of the principal and interest on the Bonds and the City's outstanding Highway Allocation Fund Pledge and Refunding Bonds, Series 2017, date of original issue – December 28, 2017, and Highway Allocation Fund Pledge Bonds, Series 2019, date of original issue – March 1, 2019 (the “Outstanding Highway Bonds”) as well as any additional highway allocation fund pledge bonds hereafter issued, the City has pledged funds received and to be received from the Highway Allocation Fund of the State of Nebraska with receipts from such fund to be allocated by the City to payment of principal and interest as the same fall due.

The pledge of Highway Allocation Funds shall not prevent the City from applying receipts from said fund in any year to purposes other than debt service so long as sufficient receipts from such fund have been set aside for the payment of principal and interest falling due in such year on the Bonds and the Outstanding Highway Bonds. In addition, the City further reserves the right to issue additional highway allocation fund pledge bonds payable on a par with and equally and ratably secured by a pledge of receipts from the Highway Allocation Fund.

In addition, the City shall levy ad valorem taxes upon all the taxable property in the City at such rate or rates, within applicable statutory limitations, as will provide funds which together with receipts from the Highway Allocation Fund, as pledged to the payment of such principal and interest and any other moneys made available and used for such purpose, will be sufficient to make payment of the principal of and interest on the Bonds and the Outstanding Highway Bonds as the same fall due.

Receipts by the City from the Nebraska Highway Allocation Fund were \$5,530,035 for the audited fiscal year ended September 30, 2020, and are expected to be \$5,309,044 for the audited fiscal year ending September 30, 2021. Maximum annual debt service on the Bonds and the Outstanding Highway Bonds is expected to be approximately \$\_\_\_\_\_ in fiscal year ending September 30, 20\_\_.

The Highway Allocation Fund has been created under Section 39-2401, R.R.S. Neb., as amended. Amounts available in the Highway Trust Fund are disbursed into it based upon appropriations made from year to year by the Nebraska Legislature. Motor vehicle fuel taxes, diesel fuel taxes, certain motor vehicle registration fees, certain sales and use taxes derived from motor vehicles are all required to be deposited in the Highway Trust Fund. The Highway Allocation Fund is to receive amounts required to be disbursed from time to time from the Highway Trust Fund as provided by law. Municipalities are required to provide a match on the basis of \$1.00 for each \$2.00 with respect to the second one-half of allocated funds.

## Book-Entry Only System

The Bonds are available in book-entry only form and beneficial ownership interests therein may be purchased in the principal amount of \$5,000 or any integral multiple thereof. Purchasers of the Bonds will not receive certificates representing their interests in the Bonds.

**The following information concerning The Depository Trust Company (“DTC”), New York, New York and DTC’s book-entry system has been obtained from sources the City believes to be reliable. However, the City takes no responsibility as to the accuracy or completeness thereof and neither the Indirect Participants nor the Beneficial Owners should rely on the following information with respect to such matters, but should instead confirm the same with DTC or the Direct Participants, as the case may be. There can be no assurance that DTC will abide by its procedures or that such procedures will not be changed from time to time.**

The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each separate maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world’s largest depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participant’s accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com) and at [www.dtc.org](http://www.dtc.org).

Purchases of the Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial

Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the documents relating to the Bonds. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City (or the Registrar) as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, principal, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Registrar, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Registrar or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, principal, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Registrar (from funds provided by the City), disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City or the Registrar. Under such circumstances, in the event that a successor depository is not obtained, certificates for the Bonds are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, certificates for the Bonds will be printed and delivered to DTC.

The information under this subcaption concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

The City and the Registrar will not have any responsibility or obligation to Participants, to Indirect Participants or to any Beneficial Owner with respect to (i) the accuracy of any records maintained by DTC, any Direct Participant or any Indirect Participant; (ii) the payment by DTC or any Direct Participant or Indirect Participant of any amount with respect to the principal or redemption price of or interest on the Bonds; (iii) any notice which is permitted or required to be given to bondholders under the

Resolution; (iv) the selection by DTC or any Direct or Indirect Participant of any person to receive payment in the event of a partial redemption of the Bonds; or (v) any consent given or other action taken by DTC as Bondholder.

The information included under this subcaption, other than in this paragraph, the preceding paragraph hereof and the first two full paragraphs under this subcaption, has been provided by DTC. No representation is made by the City or the Registrar as to the accuracy or adequacy of such information provided by DTC or as to the absence of material adverse changes in such information subsequent to the date hereof. The Beneficial Owners of the Bonds will rely on DTC Participants or Indirect Participants for timely payments and other notices and for otherwise making available to the Beneficial Owners the rights of a bondholder. No assurances can be given, in the event of the bankruptcy or insolvency of DTC or the Direct Participant or Indirect Participant through which a Beneficial Owner holds beneficial interest in the Bonds, that payment will be made by DTC, the Direct Participant or the Indirect Participant on a timely basis.

**Book-Entry System Risk Factors**

Beneficial Owners of the Bonds may experience some delay in their receipt of distributions of principal of, and interest on, the Bonds since such distributions will be forwarded by the Registrar to DTC and DTC will credit such distributions to the accounts of its Participants, which will thereafter credit them to the accounts of the Beneficial Owners either directly or indirectly through Indirect Participants.

Since transactions in the Bonds can be effected only through DTC, its Participants, Indirect Participants and certain banks, the ability of a Beneficial Owner to pledge any Bonds to persons or entities that do not participate in the DTC system, or otherwise to take actions in respect of such Bonds, may be limited due to lack of physical certificate. Beneficial Owners will not be recognized by the Registrar as registered owners for purposes of the Resolution, and Beneficial Owners will be permitted to exercise the rights of registered owners only indirectly through DTC and its Participants.

**SOURCES AND USES OF FUNDS**

**Sources of Funds**

Bond Proceeds:	\$ _____
[Premium/Discount]:	_____
Available City Funds:	_____
TOTAL	\$ _____

**Uses of Funds**

Deposit to Project Fund:	\$ _____
Costs of Issuance (including underwriter's fee):	_____
TOTAL	\$ _____

## BOND DEBT SERVICE

The following table shows the debt service (including sinking fund maturities, if applicable) on the Bonds and the Outstanding Highway Bonds. Debt service for the Bonds is based upon the maturity schedule and interest rates shown on the cover page of this Official Statement.

Fiscal Year Ending September 30	<u>Outstanding Highway Bonds</u>	Highway Allocation Fund Pledge Bonds			<u>Combined Total</u>
		<i>Principal</i>	<u>Series 2021*</u> <i>Interest</i>	<i>Total</i>	
2021					
2022					
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
<b>Total</b>			<b>\$</b>	<b>\$</b>	<b>\$</b>

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\* Preliminary, subject to change.

## **NEBRASKA DEVELOPMENTS RELATED TO BUDGETS AND TAXATION**

The Nebraska Legislature has recently enacted legislation intended to reduce the level of property taxation and political subdivision expenditures in the State. The legislature has enacted legislation to provide for budget limitations and legislation requiring reductions in the rate of taxation for general property taxes. Budget limitations relating to counties, cities and villages (Sections 13-518 to 13-522, R.R.S. Neb., as amended, and related sections, the “Budget Limitations”) limit the growth in amounts which may be budgeted with respect to certain restricted funds. Restricted funds include property taxes (excluding any amounts required to pay interest and principal on bonded indebtedness), payments in lieu of taxes, local option sales taxes, permit and regulatory fees, state aid and fees from enterprise funds to the extent budgeted for general purposes rather than the enterprise function. The limitation imposed does not apply to certain capital improvements or revenues pledged to retire bonded indebtedness or certain lease-purchase obligations. The Budget Limitations currently provide for a base limitation on increases of 2.5%. Such base limitation is subject to review by the Nebraska Legislature from year to year. The base limitation may be exceeded by an additional 1% upon an affirmative vote of at least 75% of the governing body. These limitations are to be enforced through the office of the Auditor of Public Accounts of the State of Nebraska and state aid may be withheld from governmental units which fail to comply.

Tax levy limitations (Section 77-3442, R.R.S. Neb., as amended, and related sections, the “Levy Limitations”) provide for an overall limitation on the tax levies of counties, cities and villages. The Levy Limitations provide for an express exclusion from the limitations for property tax levies for bonded indebtedness and for certain lease-purchase obligations incurred prior to July 1, 1998.

Taxes to pay principal and interest on the City’s general obligation bonds are thus not subject either to the Budget Limitations or the Levy Limitations. The Budget Limitations and the Levy Limitations do not apply to the City’s proprietary funds such as the electric fund, gas fund, water fund and the sewer fund, to the extent that such funds are supported by user charges.

Under the Levy Limitations the rates for levying property taxes have been reduced for each type of governmental unit in the State of Nebraska. The rate for cities and villages, such as the City, from and after July 1, 1998, are to be no more than \$0.45 per one hundred dollars (\$100) of taxable value, plus an additional \$0.05 for payments relating to interlocal cooperation agreements.

The future methods for providing for financing cities, schools and other local units may be altered depending upon future initiatives by the voters of the State, future actions to be taken by the Nebraska Legislature and further decisions of the Nebraska Supreme Court.

## **BONDHOLDERS’ RISKS**

The payment of the Bonds is subject to certain risks. Each prospective investor in the Bonds is encouraged to read this Official Statement in its entirety. Particular attention should be given to the factors described below which, among others, could affect the payment of debt service on the Bonds and which could also affect the market price of the Bonds to an extent that cannot be determined.

1. Infectious Diseases. Recent events with the COVID-19 pandemic have shown that an outbreak of infectious disease can trigger governmentally imposed restrictions and changes in consumer behavior which could negatively impact the City’s financial condition. Such changes can cause unemployment rates to rise, taxable sales to decrease, delinquencies in tax payments, and other negative pressures on economic activity which can trigger decreased tax collections and other negative impacts to the operations and finances of the City.

With respect to the COVID-19 pandemic, economic conditions have stabilized in the State. The unemployment rate in the State was 3.0% in February 2020 before the pandemic, rose to a high of 8.6% in April 2020, and recovered to pre-pandemic levels by October 2020. The unemployment rate and similar indicators may worsen before the COVID-19 pandemic is over, and it is possible that the operations and finances of the City could be negatively impacted.

2. Limitation of Rights Upon Insolvency. The State of Nebraska has authorized its political subdivisions to seek relief under the United States Bankruptcy Code, subject to certain restrictions. Nebraska law prohibits a city in the State, such as the City, from filing for bankruptcy if it has any defined benefit retirement plan below the following funding levels at the time of the filing of the bankruptcy petition:

<u>Period of Petition Filing</u>	<u>Funded Ratio of Actuarial Value of Assets</u>
January 1, 2020 to January 1, 2023	Less than 51.65%
January 1, 2023 to January 1, 2026	Less than 54.41%
January 1, 2026 to January 1, 2029	Less than 58.21%
January 1, 2029 to January 1, 2032	Less than 63.41%
January 1, 2032 to January 1, 2035	Less than 70.71%
January 1, 2035 to January 1, 2038	Less than 80.61%
After January 1, 2038	Less than 90.00%

The City’s funded ratio for its only defined benefit retirement plan, the Police Pension Plan, based on the actuarial value of assets as of September 30, 2020, and as more fully discussed in the City’s audited financial statements attached hereto, was 0.0%. The City’s net pension liability as of September 30, 2019, was \$2,713,536, and the City believes such unfunded amount is generally immaterial, expected to decline over time and could be covered by reserves. The City does not intend to fund any of the net pension liability. Accordingly, under current State law, the City is not permitted to file for bankruptcy protection under Nebraska law for so long as it has an unfunded pension liability.

The United States Bankruptcy Code enables debtors, including cities, which are insolvent to obtain relief through petition and plan which may result in the modification or delay of payments to creditors, including bondholders. In the event of any insolvency upon the part of the City during which period the City is permitted to and does file for bankruptcy protection, the holders of the Bonds may be treated as general creditors of the City along with unsecured claimants. The extent to which holders of Bonds would be treated as a separate class or otherwise given priority over other claimants is a matter that would be subject to future determinations of Nebraska state and federal courts interpreting and applying both state law and the United States Bankruptcy Code. Procedures under the Bankruptcy Code or other insolvency laws could result in delays in payment and modifications of payment rights.

3. Certain Nebraska Budget and Taxation Matters. The Nebraska Legislature has taken actions designed to reduce the reliance of local governmental units on property taxation. For a discussion of such changes, see the caption “NEBRASKA DEVELOPMENTS RELATED TO BUDGETS AND TAXATION” herein.

4. Proposed Tax Legislation. There are or may be pending in the Congress of the United States legislative proposals that, if enacted, could alter or amend the federal tax matters discussed herein or affect the market value of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to bonds issued prior to enactment. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal tax legislation. Bond Counsel expresses no opinion regarding any proposed federal tax legislation.

## TAX MATTERS

The following is a summary of the material federal and State of Nebraska income tax consequences of holding and disposing of the Bonds. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their personal investment circumstances or describe the tax consequences to certain types of owners subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the Bonds as a capital asset, tax-exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers), and, except for the income tax laws of the State of Nebraska, does not discuss the consequences to an owner under any state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the Bonds in the secondary market. Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the Bonds.

### Opinion of Bond Counsel

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the Issuer, under the law existing as of the issue date of the Bonds:

***Federal and State of Nebraska Tax Exemption.*** The interest on the Bonds [\*\*(including any original issue discount properly allocable to an owner thereof)\*\*] is excludable from gross income for federal income tax purposes and is exempt from income taxation by the State of Nebraska.

***Alternative Minimum Tax.*** The interest on the Bonds is not an item of tax preference for purposes of computing the federal alternative minimum tax.

***Bank Qualification.*** The Bonds are “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code.

Bond Counsel’s opinions are provided as of the date of the original issue of the Bonds, subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal and State of Nebraska income tax purposes retroactive to the date of issuance of the Bonds. Bond Counsel is expressing no opinion regarding other federal, state or local tax consequences arising with respect to the Bonds, but has reviewed the discussion under the heading “TAX MATTERS.”

### Other Tax Consequences

***\*\*Original Issue Discount.*** For federal income tax purposes, original issue discount is the excess of the stated redemption price at maturity of a Bond over its issue price. The issue price of a Bond is generally the first price at which a substantial amount of the Bonds of that maturity have been sold to the public. Under Section 1288 of the Code, original issue discount on tax-exempt bonds accrues on a compound basis. The amount of original issue discount that accrues to an owner of a Bond during any accrual period generally equals (1) the issue price of that Bond, plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (2) the yield to maturity on that Bond (determined on

the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (3) any interest payable on that Bond during that accrual period. The amount of original issue discount accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes, and will increase the owner's tax basis in that Bond. Prospective investors should consult their own tax advisors concerning the calculation and accrual of original issue discount.\*\*]

**[\*\*Original Issue Premium.** For federal income tax purposes, premium is the excess of the issue price of a Bond over its stated redemption price at maturity. The issue price of a Bond is generally the first price at which a substantial amount of the Bonds of that maturity have been sold to the public. Under Section 171 of the Code, premium on tax-exempt bonds amortizes over the term of the Bond using constant yield principles, based on the purchaser's yield to maturity. As premium is amortized, the owner's basis in the Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner, which will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of the Bond prior to its maturity. Even though the owner's basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of bond premium.\*\*]

***Sale, Exchange or Retirement of Bonds.*** Upon the sale, exchange or retirement (including redemption) of a Bond, an owner of the Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property received on the sale, exchange or retirement of the Bond (other than in respect of accrued and unpaid interest) and such owner's adjusted tax basis in the Bond. To the extent a Bond is held as a capital asset, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the Bond has been held for more than 12 months at the time of sale, exchange or retirement.

***Reporting Requirements.*** In general, information reporting requirements will apply to certain payments of principal, interest and premium paid on the Bonds, and to the proceeds paid on the sale of the Bonds, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner's federal income tax liability.

***Collateral Federal Income Tax Consequences.*** Prospective purchasers of the Bonds should be aware that ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Bonds. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of Bonds should consult their tax advisors as to the applicability of these tax consequences and other federal income tax consequences of the purchase, ownership and disposition of the Bonds, including the possible application of state, local, foreign and other tax laws.

## **CONTINUING DISCLOSURE UNDERTAKING**

In accordance with the requirements of Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission, the City has agreed in the Ordinance that it will provide continuing disclosure information as described in APPENDIX C to this Official Statement.

### **Compliance with Existing Continuing Disclosure Undertakings**

The City believes it has complied in all material respects during the past five years with its prior undertakings under the Rule, except that the City:

- failed to file the audited financial statements of the City with respect to a portion of the bond issues for which the City is the obligated person for fiscal year ended September 30, 2016;
- failed to file some of the operating data required pursuant to certain of its undertakings for fiscal year ended September 30, 2016;
- did not prepare or file a Comprehensive Annual Financial Report (“CAFR”) as indicated in certain of its undertakings for fiscal years ended September 30, 2015 and 2016, because the City does not prepare a CAFR and did not have a CAFR during the time such undertakings were entered into; and
- did not file notices of such failures.

## **RATING**

Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc. (“S&P”) has rated the Bonds “\_\_\_\_\_”. Any desired explanation of the significance of such ratings should be obtained from Standard & Poor’s Ratings Services, 55 Water Street, New York, New York 10041. There is no assurance that the rating will be maintained for any given period of time or that it will not be lowered or withdrawn entirely if, in the judgment of the agency originally establishing the rating, circumstances so warrant. Any such downward revision or withdrawal of a rating may have an adverse effect on the market price of the Bonds. The City undertakes no responsibility to oppose any such downward revision, suspension or withdrawal.

## **LEGAL OPINION**

All of the legal proceedings in connection with the authorization and issuance of the Bonds are subject to the approval of Gilmore & Bell, P.C., Omaha, Nebraska, Bond Counsel for the City.

## **FINANCIAL STATEMENTS**

The financial statements of the City as and for the year ended September 30, 2020 included in Appendix B to this Official Statement have been audited by BKD, LLP, independent auditors, as stated in its report appearing therein. BKD, LLP has not been asked to provide its consent to the inclusion of the financial statements, or BKD, LLP’s audit report thereon, in this Official Statement.

## LITIGATION

The City will, upon delivery of the Bonds, certify that there is no litigation pending affecting the validity of the Bonds as of the date of delivery.

## UNDERWRITING

D.A. Davidson & Co. has agreed to purchase the Bonds from the City at the price of \$\_\_\_\_\_ of their principal amount plus accrued interest in the amount of \$-0-. The purchase price reflects original issue [premium/discount] in the amount of \$\_\_\_\_\_. At closing, the City will pay the Underwriter a fee for underwriting the issuance of the Bonds of \$\_\_\_\_\_, from City funds on hand.

## MISCELLANEOUS

The information contained in this Official Statement has been compiled or prepared from information obtained from the City and other sources deemed to be reliable and, while not guaranteed as to completeness or accuracy, is believed to be correct as of this date. Any statements involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact.

CITY OF BELLEVUE, NEBRASKA

**APPENDIX A**  
**INFORMATION CONCERNING THE CITY OF BELLEVUE**

## GENERAL DESCRIPTION OF THE CITY

### FINANCIAL STATEMENT

(as of September 1, 2020, except as otherwise noted and taking into consideration bonds being offered herein)

#### City of Bellevue

Taxable Valuation (2020)	\$4,375,426,659
General Obligation Debt (Includes this issue) <sup>(1)</sup>	\$ _____
Ratio of Direct G.O. Debt to Taxable Valuation	_____ %
Redevelopment Revenue Bonds (Sports Complex) <sup>(2)</sup>	\$2,350,000
Lease-Purchase Bonds <sup>(3)</sup>	\$10,165,000
Revenue Bonds <sup>(4)</sup>	\$2,050,000
Sarpy County Population (estimate as of July 1, 2019)	187,196
Bellevue Population (Certified Population 12/22/2020)	60,527
<b>Overlapping and Underlying Debt:</b> <sup>(5)</sup>	

#### Sarpy County

Taxable Valuation (2020-2021)	\$18,004,820,382
General Obligation/Lease-Purchase Obligations	\$82,455,000
(24.30% applicable to City)	\$18,964,650

#### Omaha School District

Taxable Valuation (2020-2021)	\$25,430,909,468
Sarpy County Portion of Valuation	\$1,034,841,038
General Obligation Debt <sup>(6)</sup>	\$734,541,562
(4.07% applicable to City)	\$29,895,841

#### Bellevue School District

Taxable Valuation (2018-19)	\$3,345,624,679
General Obligation Debt <sup>(6)</sup>	\$74,440,000
(100.00% applicable to City)	\$74,440,000
Total Overlapping and Underlying General Obligation Debt	\$123,300,491
Total Direct, Overlapping and Underlying General Obligation Debt	\$ _____
Ratio of Direct and Overlapping G.O. Debt to Taxable Valuation	_____ %

(1) Preliminary, subject to change. Includes Public Safety Tax Anticipation Bonds, which are limited tax bonds; includes Highway Allocation Pledge Bonds, which are payable from highway allocation funds and a levy of taxes, including this issue; includes bonds originally issued by Annexed SIDs.

(2) The City plans to pay off the \$2,350,000 of the Series 2019 Redevelopment Revenue Bonds with cash in the coming months due to the land being sold.

(3) Includes Certificates of Participation and \$6,205,000 of Taxable Municipal Building Corp Bonds, Series 2020 (Convention Center Bonds).

(4) Includes Wastewater Revenue Bonds, Series 2018

(5) A minor portion of the Papillion-La Vista, Platteview and Springfield school districts each overlap with the City's limits, but any outstanding debt of such districts applicable to the City does not materially affect the City's financial position.

(6) Source: Nebraska Auditor of Public Accounts, Budget Data

**Tax Increment Financing**

The City has issued tax increment revenue bonds to provide funds to pay for the costs of the design and construction of public improvements described within the following development areas of the City: Marathon Ventures, Southgate Apartments, Cornhusker Point and WH Bellevue, LLC.

Tax increment financing does not constitute indebtedness of the City. The city has no responsibility for repayment of this debt, except from specific tax increment revenues attributable to increased valuations in specific project areas, which can only be used by the City to pay such tax increment obligations.

**Future Borrowing Plans**

The City plans to issue up to \$ \_\_\_\_\_ in the fiscal year ending September 30, 2021. Actual future borrowings will depend on future needs as they are identified.

**Debt Limitations**

Under Nebraska law, there is no general limitation on general obligation or revenue indebtedness.

**THE CITY**

The City of Bellevue has the third greatest population in the State of Nebraska and is the largest city in Sarpy County, Nebraska. The City borders on Omaha’s southern limits. Bellevue is the oldest community in Nebraska and was, in 1854, the Territorial Capital of Nebraska.

The City’s close proximity to Omaha has helped to increase the population, but Bellevue also has a growing business community. Major commercial/retail areas include Olde Towne, strip malls anchored by a Shopko store, a Walmart Supercenter, and a Target and Bakers stores, respectively. Several developers are studying additional retail developments. A major employer in the vicinity is the United States Strategic Command (USSTRATCOM) located at Offutt Air Force Base, which lies on the southern edge of the City.

**City officials are as follows:**

Rusty Hike.....	Mayor
Thomas Burns.....	Council Member
Paul Cook .....	Council Member
Don Preister .....	Council Member
Jerry McCaw .....	Council Member
Bob Stinson .....	Council Member
Kathy Welch.....	Council Member
Susan Kluthe.....	City Clerk
Doug Clark .....	Dir. of Public Works
Bree Robbins .....	City Attorney
Jim Ristow .....	Administrator
Rich Severson.....	City Treas./Fin. Dir.

## **Government**

Bellevue is a municipal corporation and a city of the first class, organized under the Mayor-Council plan of government and is currently governed by a Mayor and a six-member City Council. The City provides general municipal governmental services, including sewer and sanitation service (further described in “ENVIRONMENTAL MATTERS” below), street construction and maintenance, library facilities, parks and recreational facilities and police and fire protection. The City’s budget is governed by the Nebraska Budget Act. The City has, in the course of recent years, made capital improvements needed in each year to serve the sustained growth of the community. Water service is provided by Metropolitan Utility District (MUD). Electric service is provided by Omaha Public Power District (OPPD). Natural Gas service is provided by Metropolitan Utility District (MUD) and Black Hills Energy (BH).

## **City Employees**

The City of Bellevue currently has 100 sworn police officers, 74 full-time sworn firefighters and a pool of 35 part-time firefighters in its fire department. The City employs another 150 full-time and 31 part-time workers in departments such as finance, administration, planning and permits, public works, parks and recreation, streets and human services, along with a Mayor and six City Council Members.

## **Pension Fund**

The City provides retirement benefits for its civilian employees and firefighters through defined contribution plans. The City provides retirement benefits to police officers through a hybrid pension plan. For full information on retirement benefits, see Note 9 and Note 10 to the City’s Financial Statements, as included in **APPENDIX B**.

## **Education**

Educational needs of the community are provided by the Bellevue Public Schools (the “District”) and Omaha Public Schools providing public education for kindergarten through grade twelve. The District was created by the State of Nebraska and is accredited by the State Department of Education.

The District has 23 elementary buildings, 3 middle schools, and 4 senior highs.

Bellevue is also the home of Bellevue University, a fully accredited university, with current enrollment of approximately 10,000 students.

## **Health Care**

Health care needs of the community are provided by a variety of physicians and hospitals in the Omaha/Sarpy County metro area, including those affiliated with the CHI Health Care Systems, the University of Nebraska (UMA Associates) and the Creighton/Boys Town System.

Health care is also available for active duty and retired military through the Ehrling Bergquist Hospital located at Offutt Air Force Base.

## **Communications**

U.S. West Communications provides telecommunications services to the Bellevue area with a digital central office and digital access tandem. Telephone services are also provided by Cox Communications. A multitude of radio stations and four television stations provide viewing services to the community and Cox Communications provides cable service.

The Omaha World Herald is the leading daily newspaper and the Bellevue Leader provides weekly news coverage to the community.

**Recreational**

The City has 50 parks and recreational areas covering 750 acres along with several miles of biking and walking trails. Facilities include picnic grounds, restrooms, softball, baseball and soccer fields, basketball courts, tennis courts, sand volleyball courts, swimming pools, and camping located on the Missouri River.

**Financial Institutions**

Banking services in the City are provided by Wells Fargo Bank, N.A. (Branch of Sioux Falls, South Dakota), Great Western Bank (Branch of Watertown, South Dakota), First National Bank of Omaha (Branch of Omaha), Bank of the West (Branch of San Francisco, California), U.S. Bank N.A. (Branch of Cincinnati, Ohio), American National Bank (Branch of Omaha), West Gate Bank, Westside State Bank, Centris Federal Credit Union (Branch of Omaha) and Cobalt Credit Union.

**Population**

<u>Year</u>	<u>City of Bellevue</u>	<u>Sarpy County</u>
2020 <sup>2</sup>	60,527	2020 Not Available
2019 <sup>1</sup>	53,544	187,196
2010 <sup>1</sup>	50,137	158,840
2009 <sup>1</sup>	51,044	153,504
2004 <sup>1</sup>	47,347	135,572

Source: <sup>1</sup> U.S. Census Quick Facts; <sup>2</sup> State of Nebraska Certified Population Rev 12/22/2020

**Employment (Sarpy County)**

<u>Year</u>	<u>Total Labor Force</u>	<u>Number Employed</u>	<u>Unemployment Rate (%)</u>	<u>Nebraska Unemployment Rate (%)</u>
2018	94,553	92,429	2.2	2.8
2017	92,240	89,675	2.8	2.9
2016	91,217	88,442	3.0	3.3
2015	90,705	88,123	2.8	3.1
2014	89,787	86,995	3.1	3.3

Source: Nebraska Department of Labor, Labor Market Information, Local Area Unemployment Statistics

**Retail Sales**

<u>Year</u>	<u>Bellevue Net Taxable Sales</u>
2020	\$461,309,981
2019	457,178,325
2018	433,103,208
2017	432,797,283

2016 425,318,496

Source: NE Dept. of Revenue

**Principal Area Employers**

<b><u>Employer</u></b>	<b><u>Type of Business</u></b>	<b><u>No. of Employees</u></b>
Offutt Air Force Base/USSTRATCOM	Military Base	16,753 (military and civilian)
Bellevue Public Schools	Schools	1,300
Bellevue University	Higher Education	810
Hillcrest Health	Senior Living	678
Wal-Mart	Retail	560
Nebraska Medicine	Healthcare	500
Northrop Grumman	Defense	350

Source: City of Bellevue, Nebraska

**TAX BASE DATA**

**Values for Tax Levy Purposes**

<b><u>Year</u></b>	<b><u>City of Bellevue</u></b>
2020	\$4,375,426,659
2019	4,165,693,955*
2018	3,104,241,224
2017	2,985,416,584
2016	2,843,352,972

Source: Nebraska Auditor of Public Accounts; Sarpy County Assessor; City of Bellevue, Nebraska

\*2019 includes Annexed SIDs.

**Tax Levy History** (per \$100 for fiscal year ending in year designated)

<b><u>Fiscal Year End</u></b>	<b><u>General Fund</u></b>	<b><u>Debt Service Fund</u></b>	<b><u>City Total</u></b>	<b><u>School District</u></b>	<b><u>County</u></b>
2020	\$0.419945	\$0.190665	\$0.610610	\$1.215661	\$0.296900
2019	0.418553	0.191447	0.610000	1.140991	0.296900
2018	0.430000	0.180000	0.610000	1.156982	0.296900
2017	0.423206	0.186794	0.610000	1.112409	0.296900
2016	0.423000	0.187000	0.610000	1.105008	0.296900

Source: Sarpy County Assessor's Office; Nebraska Department of Revenue

**Tax Collection History**

The fiscal year for the City begins October 1 and ends the following September 30. Taxes are levied in October of each year by the County based upon budget requests from the City. Taxes are levied upon valuations determined as of the preceding January 1 as finally determined in the following August. All property taxes become due on December 31 and become delinquent (that is, begin to bear interest) in the following year. The first installment of real estate taxes becomes delinquent on April 1 and the second

installment becomes delinquent on August 1. The same delinquency dates apply for personal property taxes.

Property taxes collected on the City levy for the most recent years (for fiscal years ending as shown) are as follows:

<b>Fiscal Year</b>	<b>Total Tax Levy-General</b>		
<u>End</u>	<u>Fund</u>	<u>Current Tax Collections</u>	<u>Percent of Levy Collected</u>
2020	\$15,064,268	\$14,697,015	97.6%
2019	12,992,904	12,693,688	97.7
2018	12,837,291	12,400,304	96.6
2017	12,033,238	11,842,283	98.4
2016	11,538,760	11,418,163	99.0

**Largest Taxpayers**

Listed below are the largest taxpayers in the City of Bellevue.

<u>Taxpayer</u>	<u>2020 Valuation (Real Estate Only)</u>
NS OVLK LLC	\$28,867,000
MFR Partners XVI LLC	26,841,000
Edward Rose Development	23,244,000
Trailside Property LP	22,534,000
NS LNDG LLC	22,271,000
Twin Creek Apartments LLC	21,550,000
MFR Partners IX LLC	19,196,000
AIC Income Fund Bellevue LLC	17,248,000
APR Tregaron LLC	14,158,000
BV Wolf Creek LLC	13,670,000

Source: Sarpy County Assessor's Office

**Sales Tax**

Collections from the City's Local Sales and Use Tax of 1.5% are as follows:

<u>Fiscal Year</u>	<u>Amount Collected</u>
2019/20	\$12,541,714.29
2018/19	11,688,767.76
2017/18	10,772,932.55
2016/17	10,613,837.48
2015/16	10,552,357.99

Source: Nebraska Department of Revenue

**Highway Allocation Fund**

Revenues received by the City of Bellevue from the State of Nebraska Highway Allocation Fund are as follows:

<b><u>Fiscal Year</u></b>	<b><u>Revenues</u></b>
2019/20	\$5,530,035.48
2018/19	5,212,367.17
2017/18	4,840,351.51
2016/17	4,677,482.68
2015/16	4,435,297.58

Source: Nebraska State Treasurer's Office, <https://treasurer.nebraska.gov/tm/aid-to-cities.aspx>

**ENVIRONMENTAL MATTERS**

The City operates storm sewers and discharges storm water into several watercourses. The Nebraska Department of Environmental Quality (“NDEQ”) has classified the City as a small Municipal Separate Storm Sewer System (“MS4”) under Clean Water Act (“CWA”) regulations. The City has a storm water management plan.

The City owns and operates the Waste Water System, however, the City does not own a Waste Water treatment facility but contracts with the City of Omaha for treatment of wastewater. Payments made to the City of Omaha for such services are treated as operating expenses of the Waste Water System. Also, the City contracts with Metropolitan Utilities District (the Omaha metropolitan area’s water utility) for billing and collection of the City’s sewer fees from its customers.

The Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (“Superfund Law”), as amended, impacts the City in several ways. Liability for investigation and cleanup of contaminated sites under CERCLA does not depend on fault and may be founded on the ownership of a previously contaminated site or on the disposal or arranging for disposal of even very small amounts of hazardous substances. Costs of any required clean up can be substantial. Solid waste is currently being collected by independent haulers and is disposed of at privately owned landfills.

**APPENDIX B**

**ACCOUNTANTS' REPORTS AND FINANCIAL STATEMENTS  
FISCAL YEAR END SEPTEMBER 30, 2020**

**APPENDIX C**

**FORM OF CONTINUING DISCLOSURE UNDERTAKING**

## APPENDIX C

### FORM OF CONTINUING DISCLOSURE UNDERTAKING

This CONTINUING DISCLOSURE UNDERTAKING dated \_\_\_\_\_, 2021 (the “Disclosure Undertaking”), is executed and delivered by THE CITY OF BELLEVUE, IN THE STATE OF NEBRASKA (the “Issuer”).

#### RECITALS

1. This Disclosure Undertaking is executed and delivered by the Issuer in connection with the issuance by the Issuer of \$\_\_\_\_\_ Highway Allocation Fund Pledge Bonds, Series 2021 (the “Bonds”), pursuant to an ordinance adopted July \_\_, 2021, by the governing body of the Issuer (the “Ordinance”).

2. The Issuer is entering into this Disclosure Undertaking for the benefit of the Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”). The Issuer is the only “obligated person” with responsibility for continuing disclosure hereunder.

The Issuer covenants and agrees as follows:

**Section 1. Definitions.** In addition to the definitions set forth in the Ordinance, which apply to any capitalized term used in this Disclosure Undertaking unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“**Annual Report**” means any Annual Report filed by the Issuer pursuant to, and as described in, **Section 2** of this Disclosure Undertaking.

“**Beneficial Owner**” means any registered owner of any Bonds and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“**Business Day**” means a day other than (a) a Saturday, Sunday or legal holiday, (b) a day on which banks located in any city in which the principal office or designated payment office of the paying agent or the Dissemination Agent is located are required or authorized by law to remain closed, or (c) a day on which the Securities Depository or the New York Stock Exchange is closed.

“**Dissemination Agent**” means any entity designated in writing by the Issuer to serve as dissemination agent pursuant to this Continuing Disclosure Undertaking and which has filed with the Issuer a written acceptance of such designation.

“**EMMA**” means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at [www.emma.msrb.org](http://www.emma.msrb.org).

“**Financial Obligation**” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation;

or (c) guarantee of (a) or (b) in this definition; *provided however*, the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“**Fiscal Year**” means the 12-month period beginning on **October 1** and ending on **September 30** or any other 12-month period selected by the Issuer as the Fiscal Year of the Issuer for financial reporting purposes.

“**Material Events**” means any of the events listed in **Section 3** of this Disclosure Undertaking.

“**MSRB**” means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

“**Participating Underwriter**” means any of the original underwriter(s) of the Bonds required to comply with the Rule in connection with offering of the Bonds.

## **Section 2. Provision of Annual Reports.**

(a) The Issuer shall, not later than not later than **nine months** after the end of each fiscal year, commencing with fiscal year ended September 30, 2021, file with the MSRB, through EMMA, the following financial information and operating data (the “**Annual Report**”):

(1) The audited financial statements of the Issuer for the prior Fiscal Year, prepared in accordance with the accounting principles described in the notes to the financial statements included as part of the Official Statement (the “**Official Statement**”). If audited financial statements of the Issuer are not available by the time the Annual Report is required to be filed, the Annual Report may contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement, and the audited financial statements will be filed in the same manner as the Annual Report promptly after they become available.

(2) Updates as of the end of the fiscal year of certain financial information and operating data relating to the Issuer in substantially the same format contained in Appendix A to the Official Statement under the following headings:

- FINANCIAL STATEMENT: City of Bellevue
- FINANCIAL STATEMENT: Overlapping and Underlying Debt
- THE CITY: Retail Sales
- THE CITY: Principal Area Employers
- TAX BASE DATA

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the Issuer is an “**obligated person**” (as defined by the Rule), which have been filed with the MSRB and is available through EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB on EMMA. The Issuer shall clearly identify each such other document so included by reference.

In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section;

provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer's Fiscal Year changes, it shall give notice of such change in the same manner as for a Material Event under **Section 3**.

(b) The Annual Report shall be filed with the MSRB in such manner and format as is prescribed by the MSRB.

**Section 3. Reporting of Material Events.** No later than 10 business days after the occurrence of any of the following events, the Issuer shall give, or cause to be given to the MSRB, through EMMA, notice of the occurrence of any of the following events with respect to the Bonds ("**Material Events**"):

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) modifications to rights of bondholders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the Issuer;
- (13) the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional trustee or the change of name of the trustee, if material;
- (15) incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

If the Issuer has not submitted the Annual Report to the MSRB by the date required in **Section 2(a)**, the Issuer shall send a notice to the MSRB of the failure of the Issuer to file on a timely basis the Annual Report, which notice shall be given by the Issuer in accordance with this **Section 3**.

**Section 4. Termination of Reporting Obligation.** The Issuer's obligations under this Disclosure Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If the Issuer's obligations under this Disclosure Undertaking are assumed in full by

some other entity, such person shall be responsible for compliance with this Disclosure Undertaking in the same manner as if it were the Issuer, and the Issuer shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination or substitution in the same manner as for a Material Event under **Section 3**.

**Section 5. Dissemination Agents.** The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Undertaking, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign as dissemination agent hereunder at any time upon **30** days prior written notice to the Issuer. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including, without limitation, the Annual Report) prepared by the Issuer pursuant to this Disclosure Undertaking.

**Section 6. Amendment; Waiver.** Notwithstanding any other provision of this Disclosure Undertaking, the Issuer may amend this Disclosure Undertaking and any provision of this Disclosure Undertaking may be waived, provided that Bond Counsel or other counsel experienced in federal securities law matters provides the Issuer with its written opinion that the undertaking of the Issuer contained herein, as so amended or after giving effect to such waiver, is in compliance with the Rule and all current amendments thereto and interpretations thereof that are applicable to this Disclosure Undertaking.

If a provision of this Disclosure Undertaking is amended or waived, the Issuer shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (1) notice of such change shall be given in the same manner as for a Material Event under **Section 3**, and (2) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

**Section 7. Additional Information.** Nothing in this Disclosure Undertaking shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is required by this Disclosure Undertaking. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is specifically required by this Disclosure Undertaking, the Issuer shall have no obligation under this Disclosure Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

**Section 8. Default.** If the Issuer fails to comply with any provision of this Disclosure Undertaking, any Participating Underwriter or any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Undertaking. A default under this Disclosure Undertaking shall not be deemed an event of default under the Ordinance or the Bonds, and the sole remedy under this Disclosure Undertaking in the event of any failure of the Issuer to comply with this Disclosure Undertaking shall be an action to compel performance.

**Section 9. Beneficiaries.** This Disclosure Undertaking shall inure solely to the benefit of the Issuer, the Participating Underwriter, and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

**Section 10. Severability.** If any provision in this Disclosure Undertaking, the Ordinance or the Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Disclosure Undertaking shall not in any way be affected or impaired thereby.

**Section 11. Electronic Transactions.** The arrangement described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 12. Governing Law.** This Disclosure Undertaking shall be governed by and construed in accordance with the laws of the State of Nebraska.

**ORDINANCE NO. 4043**

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF HIGHWAY ALLOCATION FUND PLEDGE BONDS, SERIES 2021 OF THE CITY OF BELLEVUE, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED SIX MILLION DOLLARS (\$6,000,000.00) FOR THE PURPOSE OF PAYING THE COSTS OF CERTAIN STREET IMPROVEMENTS AND RELATED IMPROVEMENTS WITHIN THE CITY OF BELLEVUE, NEBRASKA; PRESCRIBING THE FORM OF SUCH BONDS TO BE ISSUED AND AUTHORIZING OFFICERS OF THE CITY TO APPROVE CERTAIN FINAL TERMS OF THE BONDS; PLEDGING FUNDS TO BE RECEIVED BY THE CITY FROM THE STATE OF NEBRASKA HIGHWAY ALLOCATION FUND FOR THE PAYMENT OF SAID BONDS; PROVIDING FOR THE LEVY OF TAXES TO PAY THE INTEREST ON AND PRINCIPAL OF SUCH BONDS IF NECESSARY; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND RELATED MATTERS**

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

**Section 1.** The Mayor and Council (the “**Council**”) of the City of Bellevue, Nebraska (the “**City**”) hereby find and determine as follows:

(a) The City requires the construction of certain streets and other appurtenant related improvements within the City (the “**Project**”), all as set out in the project scope of improvements as prepared by the special engineers for the City; that the City’s Engineers heretofore prepared plans, specifications and estimates of cost for the Project; that bids have been taken and the Council has awarded a contract for the construction of the aforesaid improvements; that the City has the authority to fund the project costs through issuance of highway allocation fund pledge bonds; that funds are required by the City with respect to the Project, in an amount not less than \$6,000,000.00; and, that it is necessary and advisable for the City to provide financing for the Project by the issuance of its highway allocation fund pledge bonds as further described herein.

(b) The City’s receipts from the Nebraska Highway Allocation Fund for the audited fiscal year ended September 30, 2020 totaled \$5,373,380 and the City’s receipts from the Nebraska Highway Allocation Fund for the audited fiscal year ending September 30, 2021 are expected to total \$5,309,044; that the City currently has outstanding its Highway Allocation Fund Pledge and Refunding Bonds, Series 2017, issued in the original principal amount of \$3,900,000, date of original issue – December 28, 2017 and Highway Allocation Fund Pledge and Refunding Bonds, Series 2019, issued in the original principal amount of \$3,715,000, date of original issue – March 1, 2019 (the “**Outstanding Bonds**”) and the Outstanding Bonds are the only bonds the City currently has outstanding issued pursuant to Section 66-4,101, Reissue Revised Statutes of Nebraska, as amended (or any predecessor statute thereto); that based upon the City’s current receipts from the Nebraska Highway Allocation Fund, the City anticipates that future receipts will be sufficient to pay debt service on the Outstanding Bonds and the Bonds as and when the same fall due.

(c) All conditions, acts and things required by law to exist or to be done precedent to the issuance of Highway Allocation Fund Pledge Bonds, Series 2021 (the “**Bonds**”) in the principal amount of not to exceed \$6,000,000.00 pursuant to Section 66-4,101, Reissue Revised Statutes of Nebraska, as amended, do exist and have been done as required by law.

**Section 2.** (a) To provide funds for the purpose of paying a portion of the costs of the Project, as set out in **Section 1** hereof, there shall be and there are hereby ordered issued the Bonds, in one or more series, in the aggregate stated principal amount of not to exceed \$6,000,000.00. The Bonds or any portion thereof are hereby authorized to be sold pursuant to a negotiated sale with D.A. Davidson & Co., as initial purchaser (the “**Underwriter**”). In connection with such sale, the Mayor, City Administrator or Finance Director (each, an “**Authorized Officer**”) are hereby authorized to specify, determine, designate, establish and appoint, as the case may be, in one or more written designations which may be included in a bond purchase agreement (each, a “**Designation**”), (i) the aggregate purchase price of the Bonds (including any original issue discount or premium) and the underwriting discount which shall not exceed 0.95% of the aggregate stated principal amount thereof, (ii) the form and contents of any bond purchase agreement in connection with such sale, (iii) the title (including series designation), dated date, aggregate principal amount (including the aggregate principal amounts of serial Bonds and term Bonds, if any), which aggregate stated principal amount shall not exceed \$6,000,000.00, and the final maturity date, which shall not be later than September 15, 2036, (iv) the principal amounts maturing in each year, (v) the rate or rates of interest to be borne by each principal maturity of the Bonds, provided that the true interest cost of the Bonds shall not exceed 3.00%, (vi) the principal payment dates and interest payment dates, (vii) whether the Bonds will be subject to redemption prior to their stated maturity, and if subject to such optional redemption, the provisions governing such redemption, including a redemption price not to exceed 104% of the principal amount then being redeemed plus accrued interest to the date of redemption, (viii) the amount and due date of each sinking fund installment for any of the Bonds issued as term Bonds, (ix) the designation of the Bond Registrar and Paying Agent (defined herein) and the form and content of any agreement between the City and such entity and (x) all other terms and provisions of the Bonds not otherwise specified or fixed by this Ordinance.

**Section 3.** Interest on the Bonds at the respective rates for each maturity is payable semiannually on dates to be determined in the Designation (each of such dates an “**Interest Payment Date**”) from the Date of Original Issue or the most recent Interest Payment Date, whichever is later, until maturity or earlier redemption by check or draft mailed by the Registrar or its successor on such Interest Payment Date to the registered owner of each Bond at such registered owner’s address as it appears on the Bond Register maintained by the Registrar or its successor at the close of business on the fifteenth day preceding such Interest Payment Date (the “**Record Date**”) subject to the provisions of the following paragraph. The principal on the Bonds and the interest due at maturity or upon redemption prior to maturity is payable in lawful money of the United States of America to the registered owners thereof upon presentation and surrender of such Bonds to the Registrar.

In the event that payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Registrar whenever moneys for the purpose of paying such defaulted interest become available.

If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the office of the Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

**Section 4.** Bonds shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor and Clerk and shall have the City Seal impressed or imprinted on each Bond. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds and shall cease to be such officer before the delivery of the Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes,

the same as if he or she had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Ordinance unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate or authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Ordinance.

**Section 5.** The Bonds shall be in substantially the following form:

**UNITED STATES OF AMERICA  
STATE OF NEBRASKA  
COUNTY OF SARPY  
CITY OF BELLEVUE  
HIGHWAY ALLOCATION FUND PLEDGE BOND, SERIES 2021**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Issue</u>	<u>CUSIP Number</u>
	_____, 20__	_____, 2021	

**REGISTERED OWNER: CEDE & CO.**

**PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS**

The **CITY OF BELLEVUE, NEBRASKA** (the “City”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner specified above or registered assigns, the Principal Amount stated above in lawful money of the United States of America on the Maturity Date specified above, with interest thereon, calculated on the basis of a 360-day year consisting of twelve 30-day months, from Date of Issue stated above at the Interest Rate per annum specified above, payable semiannually on \_\_\_\_\_ and \_\_\_\_\_ of each year, beginning \_\_\_\_\_, 20\_\_ (each of such dates an “**Interest Payment Date**”) until maturity or earlier redemption.

The Principal Amount and the interest due at maturity or upon redemption prior to maturity is payable to the Registered Owner hereof in lawful money of the United States of America without deduction for services as paying agent at the office of the Bond Registrar and Paying Agent, \_\_\_\_\_ (the “**Registrar**”), upon presentation and surrender of this bond. Interest on this bond due prior to maturity or earlier redemption shall be paid by check or draft mailed by the Registrar on the date such interest is due and payable to the Registered Owner at such Registered Owner’s address as it appears on the registration books of the Registrar as of the close of business on the fifteenth day preceding an Interest Payment Date (the “**Record Date**”). Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the Record Date such interest was payable, and shall be payable to the person who is the Registered Owner of this bond (or of one or more predecessor bonds hereto) on such special Record Date for payment of such defaulted interest as shall be fixed by the Registrar whenever money for such purpose become available. For the prompt payment of this bond, both principal and interest at the time the same becomes due, the full faith, credit, resources and taxing powers of the City are hereby pledged.

The bonds of the series of which this bond is one maturing on or prior to \_\_\_\_\_, 20\_\_, shall not be subject to redemption prior to their stated maturities. The bonds of the series of which this bond is one maturing on and after \_\_\_\_\_, 20\_\_ are subject to redemption at the option of the City prior to the stated maturities thereof at any time on and after the fifth anniversary of the Date of Issue, as a whole, or in part from time to time in such principal amounts and from such maturity or maturities as the City, in its sole

and absolute discretion, shall determine, and in the event that less than all the bonds of a maturity are to be called for redemption, the particular bonds of such maturity to be redeemed shall be selected by lot at the redemption price of the principal amount thereof, together with the interest accrued on such principal amount to the date fixed for redemption.

Bonds shall be redeemed in whole multiples of \$5,000 and if any bond be in a denomination in excess of \$5,000, portions of the principal amount thereof in installments of \$5,000 or any multiples thereof may be redeemed, and if less than all of the principal thereof is to be redeemed, in such case upon the surrender of such bond there shall be issued to the registered owner thereof without charge therefor, for the then unredeemed balance of the principal amount thereof, registered bonds of like series, maturity and interest rates in any of the authorized denominations provided by the Ordinance (hereinafter defined).

Notice of redemption of this bond shall be given to the Registered Owner hereof by first-class mail, postage prepaid, not less than thirty (30) days prior to the date fixed for redemption, all as more particularly set forth in the Ordinance (hereinafter defined). Notice of redemption having been given as provided in the Ordinance (hereinafter defined), or notice of redemption having been waived, and funds for the payment thereof having been deposited with the Registrar, this bond shall cease to bear interest from and after the date fixed for redemption.

This bond is one of a series of bonds numbered from 1 upwards, in order of their issuance, being in the denomination of \$5,000 and integral multiples thereof, of the total principal amount of Six Million Dollars (\$6,000,000.00) all of like date and tenor except as to denomination, date of maturity, rate of interest and priority of redemption which have been issued by the City for the purpose of paying the costs of certain street improvements and related improvements in the City, pursuant to Section 66-4,101, Reissue Revised Statutes of Nebraska, as amended. This bond and the series of which it is one, are issued under the authority of and in compliance with the laws of the State of Nebraska governing the City, and pursuant to Ordinance No. 4043 of the City (the "**Ordinance**") duly enacted and by proceedings duly had by the Mayor and Council.

This bond is transferable by the Registered Owner hereof in person or by such Registered Owner's attorney duly authorized in writing, at the principal office of the Registrar but only in the manner and subject to the limitations and conditions provided in the Ordinance and upon presentation and surrender hereof to the Registrar for cancellation. Upon any such registration of transfer, the City shall execute and the Registrar shall authenticate and deliver in exchange for this bond, a new registered bond or bonds, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the principal amount of this bond, of the same series and maturity and bearing interest at the same rate. The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes.

If the date for payment of the principal of or interest on this bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the office of the Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

The City has in the Ordinance designated such issue of bonds as "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986, as amended.

**IT IS HEREBY CERTIFIED AND WARRANTED** that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond did exist, did happen and were done



**ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

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Print or Type Name, Address and Social Security Number  
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ agent to transfer the within Bond on the Bond Register kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

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NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Medallion Signature Guarantee:

**Section 6.** Each of the Bonds shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and Clerk. The Bonds shall be issued initially as “book-entry-only” bonds using the services of The Depository Trust Company (the “**Depository**”), with one typewritten bond per maturity being issued to the Depository. In such connection said officers are authorized to execute and deliver a letter of understanding and representation (the “**Representation Letter**”) in the form required by the Depository, for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. Upon the issuance of the Bonds as “book-entry-only” bonds, the following provisions shall apply:

(a) The City and the Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository (each, a “**Bond Participant**”) or to any person who is an actual purchaser of a Bond from the Bond Participant while the Bonds are in book-entry form (each, a “**Beneficial Owner**”) with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds,

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds. The Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond.

(b) Upon receipt by the Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Registrar shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the City and the Registrar to do so, the City and the Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (ii) to make available Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging such Bonds shall designate.

(c) If the City determines that it is desirable that certificates representing the Bonds be delivered to the Bond Participants and/or Beneficial Owners of the Bonds and so notifies the Registrar in writing, the Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of certificates representing the Bonds. In such event, the City and the Registrar shall issue, transfer or exchange certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Representation Letter.

(e) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Registrar, and the Bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee;

(ii) any persons, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this **Section**.

(f) In the event of any partial redemption of a Bond unless and until such partially redeemed Bond has been replaced in accordance with the provisions of **Section 3(d)** of this Ordinance, the books and records of the Registrar shall govern and establish the principal amount of such Bond as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced, the City shall immediately provide a supply of printed bond certificates for issuance upon the transfers from the Depository and subsequent transfer or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Registrar for issuance of replacement Bonds upon transfer or partial redemption, the City agrees to order printed an additional supply of certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting Mayor and Clerk. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any bond certificates delivered to the Registrar for issuance upon transfer), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Bond. The Bonds shall not be valid and binding on the City until authenticated by the Registrar. The Bonds shall be delivered to the Registrar for registration and authentication. Upon execution, registration and authentication of the Bonds, they shall be delivered to the City Treasurer, who is authorized to deliver them to the Underwriter, the initial purchaser thereof, upon receipt of the full purchase price of the Bonds as set forth in the Purchase Agreement hereinafter approved. Such initial purchaser shall have the right to direct the registration of the Bonds and the denomination thereof within each maturity, subject to the restrictions of this Ordinance.

**Section 7.** The Authorized Officers, or any one or more of them, are hereby authorized to appoint a Bond Registrar and Paying Agent (the “**Registrar**”) for the Bonds, which Registrar may be a bank or trust company, or the City Treasurer. The Registrar shall keep the books for the registration and transfer of Bonds at its office. If the Registrar is a bank or trust company, the Registrar shall serve in such capacities under the terms of an agreement entitled “**Paying Agent and Registrar’s Agreement**” between the City and the Registrar, the form of which shall be approved by an Authorized Officer. The Mayor and Clerk are hereby authorized to execute said agreement. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. The transfer of any Bond may be registered upon the books kept for the registration and registration of transfer of Bonds upon presentation and surrender thereof to the Registrar together with an assignment duly executed by the registered owner or such registered owner’s attorney or legal representative in such form as shall be satisfactory to the Registrar. Upon any such registration of transfer, the City shall execute and the Registrar shall authenticate and deliver in exchange for such Bond, a new Bond or Bonds of any denomination or denominations authorized by this Ordinance of the same series and maturity and in the same aggregate principal amount and bearing interest at the same rate. Bonds may be exchanged at the principal office of the Registrar for a like aggregate principal amount of Bonds and the City shall execute and the Registrar shall authenticate and deliver Bonds which the owner making the exchange is entitled to receive, numbered consecutively beginning after the last number then outstanding and of the same maturity and bearing interest at the same rate as the Bonds surrendered for exchange. The Registrar may impose a charge sufficient to defray all costs and expenses incident to registrations of transfer

and exchanges. In each case the Registrar shall require the payment by the owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

The City and the Registrar shall not be required to transfer any Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Bond called for redemption for a period of 30 days next preceding the date fixed for redemption. The Registrar shall also be responsible for making the payments of principal and interest as the same fall due upon the Bonds from funds provided by the City for such purpose. Payments of interest due upon the Bonds prior to maturity or redemption shall be made by the Registrar by mailing a check in the amount due for such interest on each interest payment date to the registered owner of each Bond as of the close of business on the fifteenth day of the month immediately preceding the month in which interest on the Bonds is payable, addressed to such owner's registered address as shown on the books of registration as required to be maintained under this **Section 7**. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with any accrued interest then due, shall be made by the Registrar upon presentation and surrender of such Bond at the office of the Registrar. The City and the Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for purposes of making payment thereon and for all other purposes. All payments on account of interest or principal made to the registered owner of any Bond shall be valid and effectual and shall be a discharge of the City and the Registrar in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

**Section 8.** The net sale proceeds of the Bonds, along with any necessary funds of the City on hand, shall be applied to pay or reimburse costs of the Project. Accrued interest received from the sale of the Bonds, if any, shall be applied to pay interest first falling due on the Bonds. Expenses of issuance of the Bonds may be paid from the proceeds of the Bonds.

**Section 9.** After the Bonds are executed by the City they shall be delivered to the Registrar for authentication and registration as to ownership, and in the denominations designated in writing by the initial purchaser thereof hereinafter identified. After execution, authentication and registration of the Bonds, the City Treasurer is authorized and directed to deliver them to the Underwriter upon receipt of the purchase price of the Bonds as set forth in the Purchase Agreement described herein.

**Section 10.** For the prompt payment of the Bonds and the Outstanding Bonds, both principal and interest as the same fall due, the City hereby pledges all receipts now or hereafter received by the City from the State of Nebraska Highway Allocation Fund (the "**Fund**"), as described and referred to in Section 66-4,101, Reissue Revised Statutes of Nebraska, as amended. The pledge provided for in this section for the Bonds and the Outstanding Bonds provides, however, that such pledge shall not prevent the City from otherwise applying receipts from the Fund in any year so long as sufficient receipts from the Fund have been set aside for the payment of principal and interest falling due in such year on the Bonds. In addition, the City further reserves the right to issue additional highway allocation fund pledge bonds payable on a parity with the Bonds and the Outstanding Bonds and equally and ratably secured by a pledge of receipts from the Fund. The City hereby further agrees that it shall levy ad valorem taxes upon all the taxable property in the City at such rate or rates within any applicable statutory and constitutional limitations as will provide funds which, together with receipts from the Fund, as pledged to the payment of the Bonds and the Outstanding Bonds, and any other monies made available and used for such purpose, will be sufficient to pay the principal of and interest on the Bonds and the Outstanding Bonds as the same fall due (including mandatory sinking fund redemptions).

**Section 11.** The Clerk shall make and certify one or more complete transcripts of the proceedings had and done by the City precedent to the issuance of said Bonds, a copy of which transcript shall be delivered to the initial purchaser of the Bonds. After being executed by the Mayor and Clerk, said Bonds shall be delivered to the Underwriter.

**Section 12.** The City hereby covenants and agrees that it will make no use of the proceeds of the Bonds which would cause the Bonds to be arbitrage bonds within the meaning of Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the “**Code**”) and further covenants to comply with said Sections 103(b)(2) and 148 and all applicable regulations thereunder throughout the term of said issue, including all requirements with respect to payment and reporting of rebates, if applicable. The City hereby covenants to take all action necessary to preserve the tax-exempt status of the interest on the Bonds for federal income tax purposes under the Code with respect to taxpayers generally. The City further agrees that it will not take any actions which would cause the Bonds to constitute “private activity bonds” within the meaning of Section 141 of the Code. The City hereby designates the Bonds as its “qualified tax-exempt obligations” pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenants and warrants that it does not reasonably expect to issue bonds or other obligations aggregating in principal amount more than \$10,000,000 during the calendar year or years in which the Bonds are issued (taking into consideration the exception for current refunding issues). The Authorized Officers, or each individually, are hereby authorized to make, or cause to be made, any and all certifications deemed necessary in connection with the designation of the Bonds as “qualified tax-exempt obligations.”

**Section 13.** The Authorized Officers of the City (or any one of them) are hereby authorized to execute a bond purchase agreement (the “**Purchase Agreement**”) for the sale of the Bonds to the Underwriter, in a form approved by such Authorized Officer(s). Sale of the Bonds to the Underwriter pursuant to the Purchase Agreement is hereby in all respects authorized, adopted, specified, accepted, ratified, approved, and confirmed.

**Section 14.** The City hereby (1) authorizes and directs that an Authorized Officer execute and deliver, as of date of issue of the Bonds, a Continuing Disclosure Undertaking (the “**Undertaking**”) in such form as shall be satisfactory to bond counsel for the City, and (2) covenants and agrees that it will comply with and carry out all of the provisions of the Undertaking. Notwithstanding any other provision of this Ordinance, failure of the City to comply with the Undertaking shall not be considered an event of default hereunder; however, any Participating Underwriter (as such term is defined in the Undertaking) or any Beneficial Owner or any other owner of a Bond may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section. For purposes of this section, “**Beneficial Owner**” means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

**Section 15.** The Authorized Officers or any one or more of them is authorized to approve, deem final and deliver a Preliminary Official Statement and a final Official Statement for and on behalf of the City, all in accordance with the requirements of Reg. Sec. 240.15c2-12 of the Securities and Exchange Commission.

**Section 16.** The City’s obligation under this Ordinance shall be fully discharged and satisfied as to the Bonds authorized and issued hereunder, and said Bonds shall no longer be deemed outstanding hereunder when payment of the principal of such Bonds plus interest thereon to the date of maturity or redemption thereof (a) shall have been made or caused to be made in accordance with the terms thereof; or (b) shall have been provided by depositing with the Registrar or in escrow with a national or state bank having trust powers, in trust solely for such payment (i) sufficient moneys to make such payment or (ii) direct general obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, the United States of America or obligations of an agency of the United States of America (herein referred to as “**Government Obligations**”), in such amount and maturing as to principal and interest at such times, as will insure the availability of sufficient moneys to make such payment, and such Bonds shall cease to draw interest from the date of their redemption or maturity and, except for the purposes of such payment, shall no longer be entitled to the benefits of this Ordinance; provided that, with respect to any Bonds called or to be called for redemption

prior to the stated maturity thereof, notice of redemption shall have been duly given. If moneys shall have been deposited in accordance with the terms hereof with the Registrar as escrow agent in trust for that purpose sufficient to pay the principal of such Bonds, together with all interest due thereon to the due date thereof or to the date fixed for the redemption thereof, as the case may be, all liability of the City for such payment shall forthwith cease, determine and be completely discharged, and such Bonds shall no longer be considered outstanding.

**Section 17.** Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Council hereby (a) authorizes and directs the Authorized Officers, the City Clerk, the City Attorney and all other officers, officials, employees and agents of the City to carry out or cause to be carried out, and to perform such obligations of the City and such other actions as they, or any of them, in consultation with bond counsel, the initial purchaser of the bonds and its counsel, shall consider necessary, advisable, desirable or appropriate in connection with this Ordinance and issuance, sale and delivery of the Bonds, including without limitation and whenever appropriate the execution and delivery thereof and of all other related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs the Mayor the right, power and authority to exercise his own independent judgment and absolute discretion in (i) determining and finalizing the terms, provisions, form and contents of any official statement utilized in offering the Bonds for sale to the public, (ii) determining and finalizing all other terms and provisions to be carried by the Bonds not specifically set forth in this Ordinance, and (iii) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the issuance, sale and delivery of the Bonds. The execution and delivery by the Mayor or by any such other officers, officials, employees or agents of the City of any such documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Ordinance, shall constitute conclusive evidence of both the City's and their approval of the terms, provisions and contents thereof and all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the City and the authorization, approval and ratification by the City of the documents, instruments, certifications and opinions so executed and the actions so taken.

**Section 18.** All documents, agreements, certificates, and instruments related to the Bonds shall be valid, binding, and enforceable against the City when executed and delivered by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by electronic signatures laws, including any relevant provisions of the Uniform Commercial Code, in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each document, agreement, certificate, and instrument related to the Bonds may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same document, agreement, certificate, or instrument, as applicable.

**Section 19.** If any one or more of the provisions of this Ordinance should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions of this Ordinance and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds and the owners of the Bonds shall retain all the rights and benefits accorded to them under this Ordinance and under any applicable provisions of law. All ordinances, resolutions or orders, or parts thereof in conflict with the provisions of this Ordinance are to be extent of such conflict hereby repealed.

**Section 20.** This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as provided by law.

**PASSED AND APPROVED:** \_\_\_\_\_, 2021.

**CITY OF BELLEVUE, NEBRASKA**

ATTEST:

By: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Mayor

[SEAL]

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

13b.  
7/6/2021

COUNCIL MEETING DATE: 07/20/2021		SUBMITTED BY: Tammi Palm		TITLE: Planning Manager	
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input checked="" type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	<input type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Approval of a request to rezone Lot 1 through 5, Svendsen Acres Replat One, being a replat of Lot 1, Svendsen Acres and a platting of Tax Lots D9H, D9D, D9C, and D9B all located in the Northwest 1/4 of Section 16, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska from BGH and BNH to BGH and RG-50 for the purpose of existing commercial and residential development; preliminary plat Lots 1 through 5, Svendsen Acres Replat One; final plat Lots 1 through 5, Svendsen Acres Replat One; and waiver of Section 6-4, Subdivision Regulations, Street Design Standards. Applicant: Svendsen Real Estate, LLC, Barbara Shannon. General Location: 3501 Harrison Street.

SYNOPSIS/BACKGROUND:

Barbara Shannon, on behalf of Svendsen Real Estate, LLC, is requesting approval of a change of zone and to preliminary plat and final plat Lots 1 through 5, Svendsen Acres Replat One, being a replat of Lot 1, Svendsen Acres, and a platting of Tax Lots D9H, D9D, D9C, and D9B, to bring existing commercial and residential development into conformance with the Zoning Ordinance. The property is currently zoned BNH and BGH. Proposed Lots 1 and 2 will be zoned BGH, while Lots 3, 4, and 5 will be zoned RG-50 for residential lots. The proposed zoning aligns with the existing uses and structures and would bring the properties into conformance.

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 4044
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Svendsen Real Estate, LLC  
CASE #'s: Z-2105-05, S-2105-08, S-2105-09  
CITY COUNCIL HEARING DATE: July 20, 2021

REQUEST: to rezone Lots 1 through 5, Svendsen Acres Replat One, being a replat of Lot 1, Svendsen's Acres and a platting of Tax Lots D9H, D9D, D9C, and D9B, all located in the Northwest ¼ of Section 16, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska from BGH and BNH to BGH and RG-50 for the purpose of existing commercial and residential development; preliminary plat Lots 1 through 5, Svendsen Acres Replat One; final plat of Lots 1 through 5, Svendsen Acres Replat One; and waiver of Section 6-4, Subdivision Regulations, Street Design Standards.

On June 24, 2021 the City of Bellevue Planning Commission voted six yes, zero no, three absent and zero abstained:

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

### VOTE:

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

Planning Commission Hearing (s) was held on: June 24, 2021

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2105-05  
S-2105-08  
S-2105-09

FOR HEARING OF:  
REPORT #1: June 24, 2021  
REPORT #2: July 20, 2021

### I. GENERAL INFORMATION

#### A. APPLICANT:

Svendsen Real Estate, LLC  
Attn: Barbara Shannon  
3351 Harrison Street  
Bellevue, NE 68147

#### B. PROPERTY OWNER:

Svendsen Real Estate, LLC  
3351 Harrison Street  
Bellevue, NE 68147  
C/O Barbara Shannon

Barbara Shannon  
3341 Harrison Street  
Bellevue, NE 68147

#### C. GENERAL LOCATION:

3501 Harrison Street

#### D. LEGAL DESCRIPTION:

Lots 1 through 5, Svendsen Acres Replat One, being a replat of Lot 1, Svendsen Acres, and a platting of Tax Lots D9H, D9D, D9C and D9B, all located in the Northwest ¼ of Section 16, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, NE.

**E. REQUESTED ACTIONS:**

1. Rezone Lots 1 through 5, Svendsen Acres Replat One, being a replat of Lot 1, Svendsen Acres, and a platting of Tax Lots D9H, D9D, D9C and D9B, from BGH and BNH to BGH and RG-50.
2. Preliminary plat Lots 1 through 5, Svendsen Acres Replat One, being a replat of Lot 1, Svendsen Acres, and a platting of Tax Lots D9H, D9D, D9C and D9B.
3. Final plat Lots 1 through 5, Svendsen Acres Replat One, being a replat of Lot 1, Svendsen Acres, and a platting of Tax Lots D9H, D9D, D9C and D9B.
4. Waiver of Section 6-4, Subdivision Regulations, regarding Street Design Standards.

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

BGH and BNH, Single Family Residential and Commercial.

**G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain a change in zone, preliminary plat, and final plat approval to bring existing commercial and residential development into conformance with the Zoning Ordinance.

**H. SIZE OF SITE:**

The site is approximately 4.69 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

Proposed Lot 1 is currently developed as a commercial building for automotive repair with a parking lot on the north side of the building and a cell tower. Proposed Lot 2 is currently developed with commercial buildings. Proposed Lot 3 is currently developed with a single family residence. Proposed Lot 4 is currently built with a single family residence and an accessory building on the northeast portion of the property. Proposed Lot 5 is currently built with a single family residence and an accessory building on the southeast portion of the property.

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

1. **North:** Harrison Street/Bellevue Zoning Limits
2. **East:** Single Family Residential, RG-50
3. **South:** Single Family Residential, RG-50
4. **West:** Commercial, BG-PCO

**C. REVELANT CASE HISTORY:**

On June 24, 2021, the Planning Commission recommended approval of a request to rezone Lots 1 through 5, Svendsen Acres Replat One, being a platting of Tax Lots D9H, D9D, D9C, and D9B, from BGH and BNH to BGH and RG-50 for the purpose of existing commercial and residential development; preliminary plat Lots 1 through 5, Svendsen Acres Replat One; final plat Lots 1 through 5, Svendsen Acres Replat One; and waiver of Section 6-4, Subdivision Regulations, Street Design Standards.

**D. APPLICABLE REGULATIONS:**

1. Section 5.12, Zoning Ordinance, regarding RG-50 uses and requirements.
2. Section 5.24, Zoning Ordinance, regarding BGH uses and requirements.
3. Chapter 3, Subdivision Regulations, regarding Preliminary Plats.
4. Chapter 4, Subdivision Regulations, regarding Final Plats.
5. Chapter 7, Subdivision Regulations, regarding Hardship and Waivers

**III. ANALYSIS**

**A. COMPREHENSIVE PLAN:**

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

**B. OTHER PLANS:**

None

**C. TRAFFIC AND ACCESS:**

1. MAPA traffic data indicates 5,500 vehicles per day along Harrison Street near the intersection of South 36<sup>th</sup> Street.
2. This property will have access from existing drives along Harrison Street.

**D. UTILITES:**

All utilities are available to this location.

## E. ANALYSIS:

1. Barbara Shannon, on behalf of Svendsen Real Estate LLC has submitted a request to preliminary plat and final plat Lots 1 through 5, Svendsen Acres Replat One, being a replat of Lot 1, Svendsen Acres, and a platting of Tax Lots D9H, D9D, D9C, and D9B.

2. In conjunction with the replat, the applicant is also requesting a change of zone for Lots 1 through 5, Svendsen Acres Replat One, from BNH and BGH to BGH and RG-50.

Proposed Lots 1 and 2 will be zoned BGH, while Lots 3, 4, and 5 will be zoned RG-50 for residential lots. The proposed zoning aligns with the existing uses and structures, bringing the properties into conformance. Under the previous zoning regulations, the pyramidal zoning structure allowed for residential uses in commercial zoning districts. The current Zoning Ordinance grandfathered the residential structures on this property.

The proposed lots conform with their requested zoning designations.

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

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

No other comments were received on this case.

4. Along with the zoning and platting requests, the applicant is requesting a waiver of Section 6-4, Subdivision Regulations, pertaining to minimum design standards for private streets. The Subdivision Regulations require access drives serving more than one property meet the standards outlined in Section 6-4. Proposed Lots 3, 4, and 5 currently share one residential driveway. The applicant is requesting this continue to be allowed without conforming to the standards of a private street. Due to the existing conditions and the fact no additional residences are being added as a part of this request, staff is supportive of the waiver.

Existing easements are in place for the shared access. This will not change with the requested platting.

5. The Future Land Use Map of the Comprehensive Plan shows this property commercial. A motion to approve should also include a motion to amend the Future Land Use Map to medium density residential for proposed Lots 3, 4, and 5.

**F. TECHNICAL DEFICIENCIES:**

None

**IV. DEPARTMENT RECOMMENDATION**

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

**V. PLANNING COMMISSION RECOMMENDATION**

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

**VI. ATTACHMENTS TO REPORT**

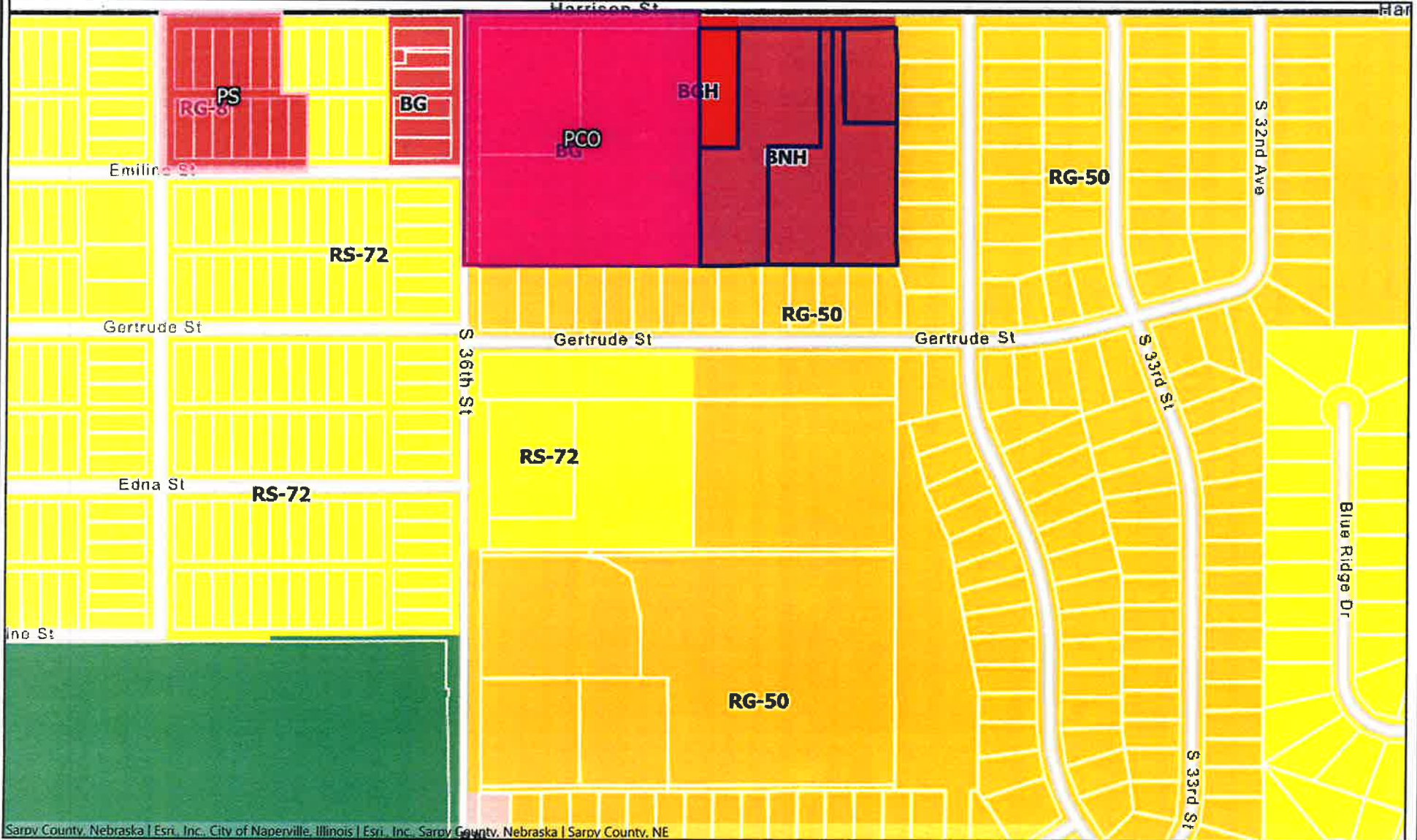
1. Zoning Map
2. 2020 GIS aerial photo of the property
3. Zoning justification from Jeff Stoll dated May 21, 2021
4. Zoning exhibit received June 15, 2021
5. Waiver request from Jeff Stoll dated May 21, 2021
6. Preliminary plat received June 15, 2021
7. Final plat received June 15, 2021

**VII. COPIES OF REPORT TO:**

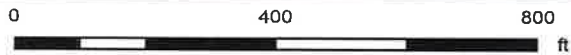
1. Svendsen Real Estate, LLC (Barbara Shannon)
2. Pat Sullivan, Adams and Sullivan
3. E & A Consulting Group, Inc. (Jeff Stoll)
4. Public Upon Request

  
Assistant Planning Manager Date

  
Planning Manager Date



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



Map Scale 1: 4514

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

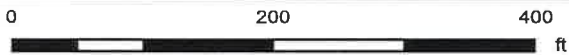


Notes





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





E & A CONSULTING GROUP, INC.

*Engineering Answers*

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154-3950

P 402.895.4700 • F 402.895.3599

www.eacg.com

May 21, 2021

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

RE: Svendsen Acres Replat One – Zoning Justification Letter  
E & A File: P2020.225.002

Dear Tammi,

On behalf of our client, Svendsen Real Estate, LLC, we recommend that the Svendsen Acres Replat One development, which is currently zoned as BGH (Heavy General Business District) and BNH (Heavy Neighborhood Business District), be rezoned to BGH (Heavy General Business District) and RG-50 (General Residential District). We believe that the proposed rezoning request is in line with the type of zoning districts surrounding the proposed plat. The RG-50 zoning compliments with the adjacent Chandler Acres development to the East and South and the BGH zoning compliments with the Harrison Square development to the west. We believe that both zoning requests will generally comply with the City of Bellevue Comprehensive Plan.

If you have any questions regarding this justification letter, please contact me at 402-895-4700 or by email at [jstoll@eacg.com](mailto:jstoll@eacg.com).

Sincerely,  
E & A Consulting Group, Inc.

A handwritten signature in blue ink, appearing to read 'Jeff Stoll', is written over a faint, larger blue signature graphic.

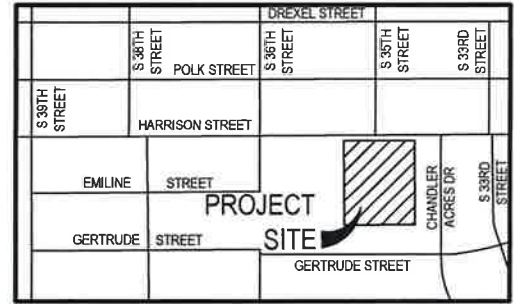
Jeff Stoll  
Platting Services Assistant Manager

RECEIVED  
MAY 21 2021  
PLANNING DEPT.

# SVENDSEN ACRES REPLAT ONE

LOTS 1 THRU 5 INCLUSIVE

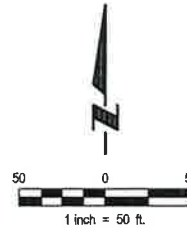
A TRACT OF LAND BEING LOT 1, SVENDSEN ACRES, A SUBDIVISION LOCATED IN SECTION 16, ALSO TOGETHER WITH TAX LOTS D9H, D9D, D9C, D9B, TAX LOTS LOCATED IN SAID SECTION 16, ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH, P.M., SARPY COUNTY NEBRASKA.



VICINITY MAP

BGH ZONING SETBACK TABLE	
FRONT YARD	0'
SIDE YARD	0'
STREET SIDE YARD	0'
REAR YARD	0'

RG-50 ZONING SETBACK TABLE	
FRONT YARD	35'
SIDE YARD	5'
STREET SIDE YARD	15'
REAR YARD	25'



LEGEND

- BOUNDARY LINE
- LOT LINE
- - - CHANGE OF ZONE LINE

LEGAL DESCRIPTION

A TRACT OF LAND BEING LOT 1, SVENDSEN ACRES, A SUBDIVISION LOCATED IN SECTION 16, ALSO TOGETHER WITH TAX LOTS D9H, D9D, D9C, D9B, TAX LOTS LOCATED IN SAID SECTION 16, ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH, P.M., SARPY COUNTY NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, SVENDSEN ACRES, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 2, HARRISON SQUARE, A SUBDIVISION LOCATED IN SAID SECTION 16, AND ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HARRISON STREET, THENCE N89°48'41"E (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID LOT 1, SVENDSEN ACRES, SAID LINE ALSO BEING THE NORTH LINE OF SAID TAX LOTS D9H, D9D, D9C AND D9A, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF HARRISON STREET, A DISTANCE OF 412.83 FEET TO THE NORTHEAST CORNER OF SAID TAX LOT D9B, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 230, CHANDLER ACRES, A SUBDIVISION LOCATED IN SAID SECTION 16; THENCE S00°17'30"E ALONG THE EAST LINE OF SAID TAX LOT D9B, SAID LINE ALSO BEING THE EAST LINE OF SAID TAX LOT D9C, AND ALSO BEING THE WEST LINE OF LOTS 222 THRU 230, SAID CHANDLER ACRES, A DISTANCE OF 494.85 FEET TO THE SOUTHEAST CORNER OF SAID TAX LOT D9C, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 220, SAID CHANDLER ACRES, THENCE S89°45'23"W ALONG THE SOUTH LINE OF SAID TAX LOTS D9C, D9D AND D9H, SAID LINE ALSO BEING THE NORTH LINE OF LOTS 214 THRU 220, SAID CHANDLER ACRES, A DISTANCE OF 412.44 TO THE SOUTHWEST CORNER OF SAID TAX LOT D9H, THENCE N66°20'12"W ALONG THE WEST LINE OF SAID TAX LOT D9H, SAID LINE ALSO BEING THE WEST LINE OF SAID LOT 1, SVENDSEN ACRES, AND ALSO THE EAST LINE OF SAID LOT 2, HARRISON SQUARE, A DISTANCE OF 495.25 FEET TO THE POINT OF BEGINNING.

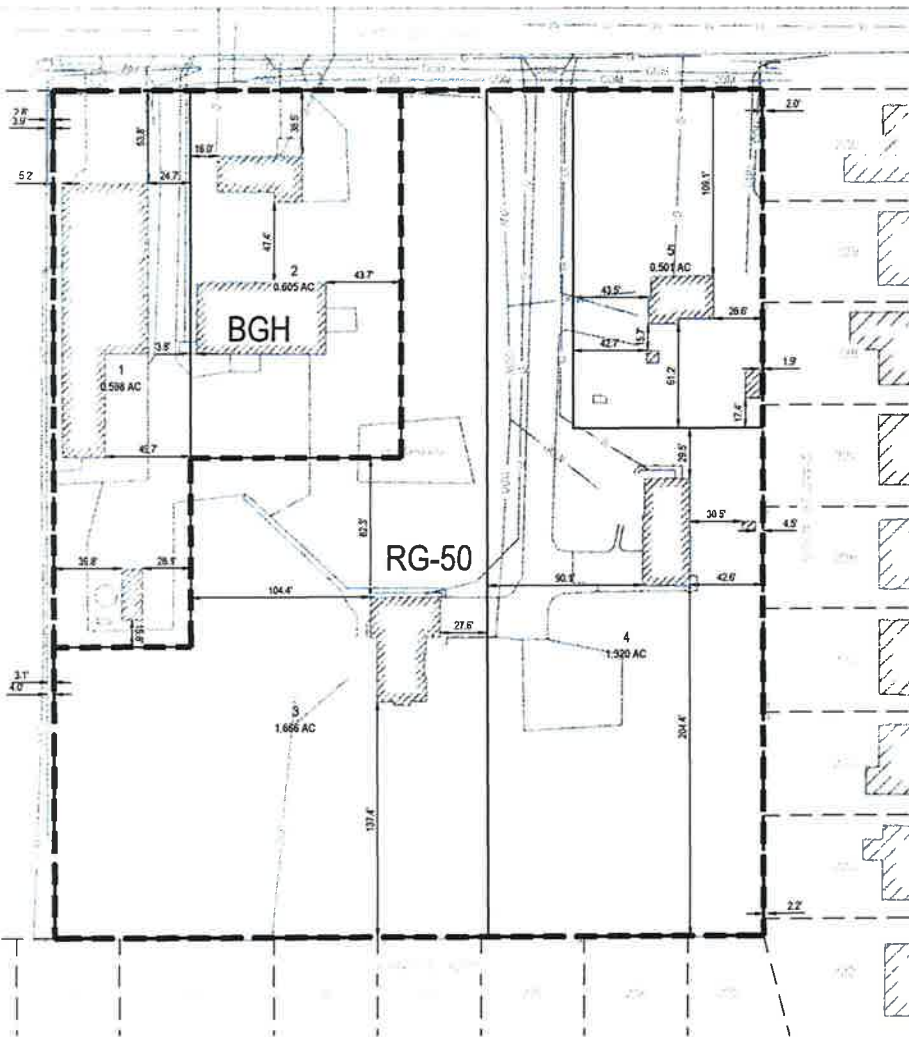
SAID TRACT OF LAND CONTAINS AN AREA OF 204,278 SQUARE FEET OR 4.680 ACRES, MORE OR LESS

RECEIVED  
JUN 15 2021  
PLANNING DEPT

DEVELOPER/OWNER  
SVENDSEN REAL ESTATE, LLC  
3351 HARRISON STREET  
BELLEVUE, NE 68147

OWNER  
BARBARA A. SHANNON  
3341 HARRISON STREET  
BELLEVUE, NE 68147

ZONING:	
EXISTING	BGH, BNH
PROPOSED:	BGH, LOTS 1 & 2 1.203 AC
	RG-50, LOTS 3 THRU 5 3.487 AC
TOTAL	4.680 AC



Proj No:	P2020 225.002
Date:	05/21/2021
Designed By:	JRS
Drawn By:	EHN
Scale:	1" = 50'
Sheet:	1 of 1

Revisions	
Date	Description

CHANGE OF ZONE EXHIBIT

SVENDSEN ACRES REPLAT ONE  
LOTS 1 THRU 5 INCLUSIVE  
BELLEVUE, NEBRASKA



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

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



E & A CONSULTING GROUP, INC.

Engineering Answers

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154-3950  
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May 21, 2021

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

RE: Svendsen Acres Replat One – Preliminary Plat, Final Plat & Change of Zone Submittal  
E & A File: P2020.225.002

Dear Tammi,

On behalf of our client, Svendsen Real Estate, LLC, we hereby submit an application for the above referenced project. The subject property is located near the Southeast Corner of 36<sup>th</sup> Street and Harrison Street. We are proposing to rezone this property from BGH and BNH to BDH and RG-50, which will comply with the City of Bellevue Comprehensive Plan.

With this submittal we are requesting a waiver on the Section 6-4 – Street Design Standards of the Subdivision Regulations.

Justification: Due do the existing structure located on the site, we request to continue to utilize the existing shared driveway for the three residential lots. This will help to reduce the amount driveway access points and help with any potential sight distancing concerns to Harrison Street as Harrison Street is classified as a major arterial street. Utilizing the existing shared drive, which has an easement over top, will help with the three residential lots meet the zoning lot width requirements for RG-50.

All documents included are listed on the attached transmittal. If you have any questions regarding this application, please contact me at 402-895-4700 or by email at [jstoll@eacg.com](mailto:jstoll@eacg.com).

Sincerely,  
E & A Consulting Group, Inc.

Jeff Stoll  
Platting Services Assistant Manager

RECEIVED

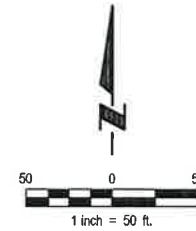
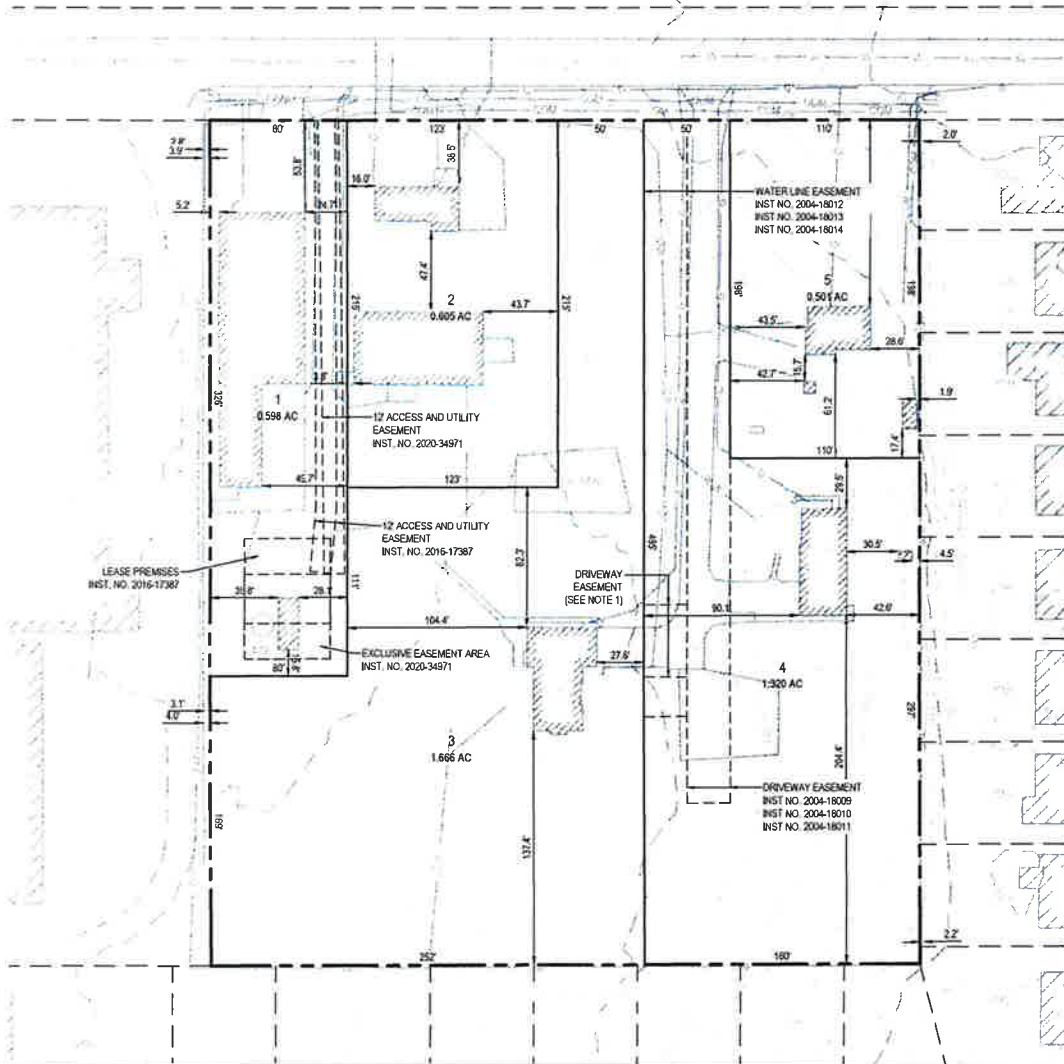
MAY 21 2021

PLANNING DEPT.

# SVENDSEN ACRES REPLAT ONE

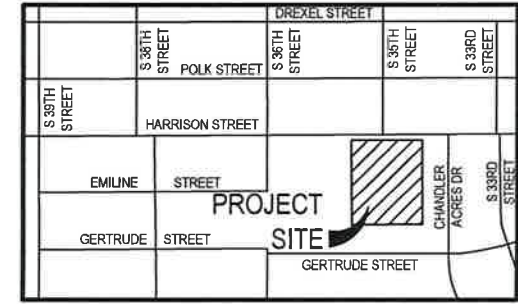
LOTS 1 THRU 5 INCLUSIVE

BEING A REPLATTING OF LOT 1, SVENDSEN ACRES, A SUBDIVISION LOCATED IN SECTION 16, ALSO TOGETHER WITH A PLATTING OF TAX LOTS D9H, D9D, D9C, D9B, TAX LOTS LOCATED IN SAID SECTION 16, ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH, P.M., SARPY COUNTY NEBRASKA.



### LEGEND

- BOUNDARY LINE
- LOT LINE
- - - EASEMENTS
- SETBACK LINE
- ▨ EXIST. BUILDING
- EXIST. MAJOR CONTOURS
- EXIST. MINOR CONTOURS
- G - G - GAS LINE
- W - W - WATER LINE
- OHP - OHP - POWER LINE (OVERHEAD)
- UGP - UGP - POWER LINE (UNDER GROUND)
- UGW - UGW - WATER LINE (UNDER GROUND)
- SS - SS - SANITARY SEWER LINE
- ST - ST - STORM SEWER LINE
- COM - COM - COMMUNICATIONS LINE



### VICINITY MAP

BGH ZONING SETBACK TABLE	
FRONT YARD	0'
SIDE YARD	0'
STREET SIDE YARD	0'
REAR YARD	0'

RG-50 ZONING SETBACK TABLE	
FRONT YARD	35'
SIDE YARD	5'
STREET SIDE YARD	15'
REAR YARD	25'

### LEGAL DESCRIPTION

A TRACT OF LAND BEING LOT 1, SVENDSEN ACRES, A SUBDIVISION LOCATED IN SECTION 16, ALSO TOGETHER WITH TAX LOTS D9H, D9D, D9C, D9B, TAX LOTS LOCATED IN SAID SECTION 16, ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH, P.M., SARPY COUNTY NEBRASKA.

SAID TRACT OF LAND CONTAINS AN AREA OF 204,278 SQUARE FEET OR 4.690 ACRES, MORE OR LESS.

### DEVELOPER/OWNER

SVENDSEN REAL ESTATE, LLC  
3351 HARRISON STREET  
BELLEVUE, NE 68147

### OWNER

BARBARA A. SHANNON  
3341 HARRISON STREET  
BELLEVUE, NE 68147

### ZONING:

EXISTING	BGH, BNH	
PROPOSED:	BGH, LOTS 1 & 2	1.203 AC
	RG-50, LOTS 3 THRU 5	3.487 AC
TOTAL		4.690 AC

### NOTES:

- ALL EASEMENTS THAT ARE NOT LABELED WITH ANY RECORDING INFORMATION WILL BE RECORDED BY A SEPARATE DOCUMENT.
- TYPICAL UTILITY EASEMENTS WILL BE DEDICATED WITH THE FINAL PLAT.

RECEIVED

JUN 15 2021

PLANNING DEPT.

Revisions	
Date	Description
05/21/2021	REVISED PER CITY COMMENTS

PRELIMINARY PLAT

SVENDSEN ACRES REPLAT ONE  
LOTS 1 THRU 5 INCLUSIVE  
BELLEVUE, NEBRASKA



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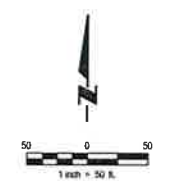
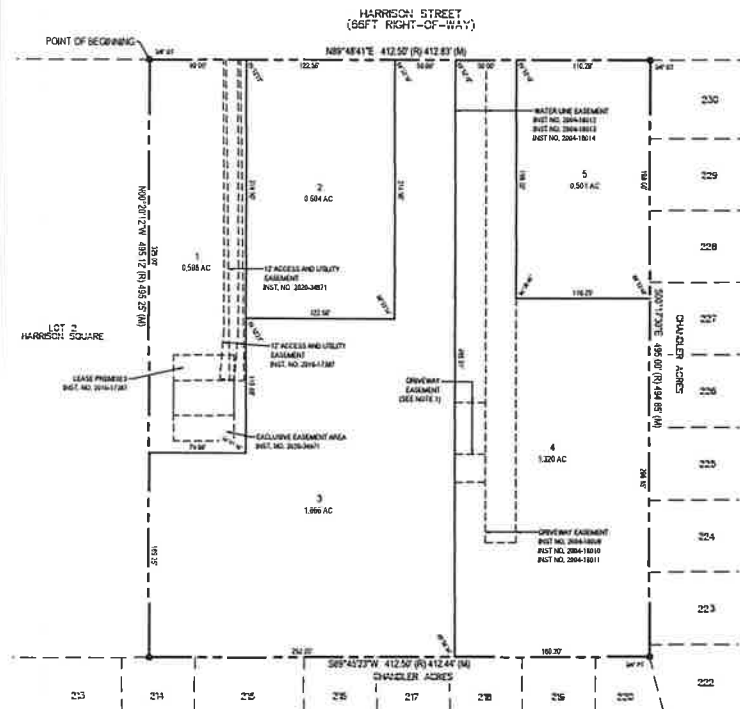
RECEIVED

JUN 15 2021

PLANNING DEPT.

# SVENDSEN ACRES REPLAT ONE

LOTS 1 THRU 5 INCLUSIVE  
BEING A REPLATING OF LOT 1, SVENDSEN ACRES, A SUBDIVISION LOCATED IN SECTION 18, ALSO TOGETHER WITH A PLATTING OF TAX LOTS D98, D99, D9C, D9B, TAX LOTS LOCATED IN SAID SECTION 18, ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY NEBRASKA.



- LEGEND**
- MONUMENTS FOUND (6" REBAR) OR AS NOTED
  - BOUNDARY LINE
  - - - LOT LINE
  - - - EASEMENTS
  - - - EXIST. PROPERTY LINES
  - SETBACK LINE
  - (R) RECORDED DISTANCE
  - (M) MEASURED DISTANCE

**R1-Z ZONING SETBACK TABLE (LOTS 1 & 2)**

FRONT YARD	0'
SIDE YARD	0'
STREET SIDE YARD	0'
REAR YARD	0'

**R2-SO ZONING SETBACK TABLE (LOTS 3 - 5)**

FRONT YARD	30'
SIDE YARD	5'
STREET SIDE YARD	15'
REAR YARD	20'

### DEDICATION

I HEREBY CERTIFY THAT I HAVE MADE A GROUND SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED ON THE BOUNDARY OF THE WITHIN PLAT AND STAKES AT ALL CORNERS OF ALL LOTS, STREETS AND ANGLE POINTS IN SVENDSEN ACRES REPLAT ONE (THE LOTS NUMBERED AS SHOWN) BEING A REPLATTING OF LOT 1, SVENDSEN ACRES, A SUBDIVISION LOCATED IN SECTION 18, ALSO TOGETHER WITH A PLATTING OF TAX LOTS D98, D99, D9C, D9B, TAX LOTS LOCATED IN SAID SECTION 18, ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS

SVENDSEN REAL ESTATE, L.L.C. A NEBRASKA LIMITED LIABILITY COMPANY

BARBARA A. SHANNON, MEMBER DATE

BARBARA A. SHANNON

BARBARA A. SHANNON, OWNER DATE

### ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA )  
COUNTY OF \_\_\_\_\_ )  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME BARBARA A. SHANNON, MEMBER OF SVENDSEN REAL ESTATE, L.L.C. A NEBRASKA LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE HER VOLUNTARY ACT AND DEED.

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

NOTARY PUBLIC

### ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA )  
COUNTY OF \_\_\_\_\_ )  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME BARBARA A. SHANNON, OWNER, WHO IS PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE HER VOLUNTARY ACT AND DEED.

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

NOTARY PUBLIC

### NOTES:

- ALL EASEMENTS THAT ARE NOT LABELED WITH ANY RECORDING INFORMATION WILL BE RECORDED BY A SEPARATE DOCUMENT.
- ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.

### SURVEYORS CERTIFICATION

I HEREBY CERTIFY THAT I HAVE MADE A GROUND SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED ON THE BOUNDARY OF THE WITHIN PLAT AND STAKES AT ALL CORNERS OF ALL LOTS, STREETS AND ANGLE POINTS IN SVENDSEN ACRES REPLAT ONE (THE LOTS NUMBERED AS SHOWN) BEING A REPLATTING OF LOT 1, SVENDSEN ACRES, A SUBDIVISION LOCATED IN SECTION 18, ALSO TOGETHER WITH A PLATTING OF TAX LOTS D98, D99, D9C, D9B, TAX LOTS LOCATED IN SAID SECTION 18, ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, SVENDSEN ACRES, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 2, HARRISON SQUARE, A SUBDIVISION LOCATED IN SAID SECTION 18, AND ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HARRISON STREET; THENCE N89°48'41"E (AS SHOWN HEREON) ALONG THE NORTH LINE OF SAID LOT 1, SVENDSEN ACRES, SAID LINE ALSO BEING THE NORTH LINE OF SAID TAX LOTS D98, D9C AND D9A, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF HARRISON STREET, A DISTANCE OF 412.50 FEET TO THE NORTHEAST CORNER OF SAID TAX LOT D9B, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 236, CHANDLER ACRES, A SUBDIVISION LOCATED IN SAID SECTION 18; THENCE S89°17'39"E ALONG THE EAST LINE OF SAID TAX LOT D9B, SAID LINE ALSO BEING THE EAST LINE OF SAID TAX LOT D9C, AND ALSO BEING THE WEST LINE OF LOTS 222 THRU 230, SAID CHANDLER ACRES, A DISTANCE OF 464.45 FEET TO THE SOUTHEAST CORNER OF SAID TAX LOT D9C, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 220, SAID CHANDLER ACRES; THENCE S89°48'41"E ALONG THE SOUTH LINE OF SAID TAX LOTS D9C, D9D AND D9E, SAID LINE ALSO BEING THE NORTH LINE OF LOTS 214 THRU 220, SAID CHANDLER ACRES, A DISTANCE OF 412.44 TO THE SOUTHWEST CORNER OF SAID TAX LOT D9B; THENCE S89°20'27"W ALONG THE WEST LINE OF SAID TAX LOT D9B, SAID LINE ALSO BEING THE WEST LINE OF SAID LOT 1, SVENDSEN ACRES AND ALSO THE EAST LINE OF SAID LOT 2, HARRISON SQUARE, A DISTANCE OF 465.25 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 794.275 SQUARE FEET OR 4.89 ACRES, MORE OR LESS.

JOHN W. VON DOLLEN, LS-579 DATE

### BELLEVUE CITY COUNCIL APPROVAL

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

MAYOR

ATTEST

### APPROVAL OF BELLEVUE CITY PLANNING COMMISSION

THIS PLAT OF SVENDSEN ACRES REPLAT ONE (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE BELLEVUE CITY PLANNING COMMISSION.

CHAIRMAN OF CITY PLANNING COMMISSION DATE

### COUNTY TREASURER'S CERTIFICATE

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

COUNTY TREASURER DATE

### REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF SVENDSEN ACRES REPLAT ONE WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE. THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

COUNTY SURVEYOR/ENGINEER

**E & A CONSULTING GROUP, INC.**  
Engineering • Planning • Environmental & Field Services  
10804 148th Plank, Lenexa, KS 66245, NE 48154  
Phone 482.295.4700 • Fax 482.295.3960  
www.eaig.com

**E & A CONSULTING GROUP, INC.**  
Engineering Answer

SVENDSEN ACRES REPLAT ONE  
LOTS 1 THRU 5 INCLUSIVE  
BELLEVUE NEBRASKA

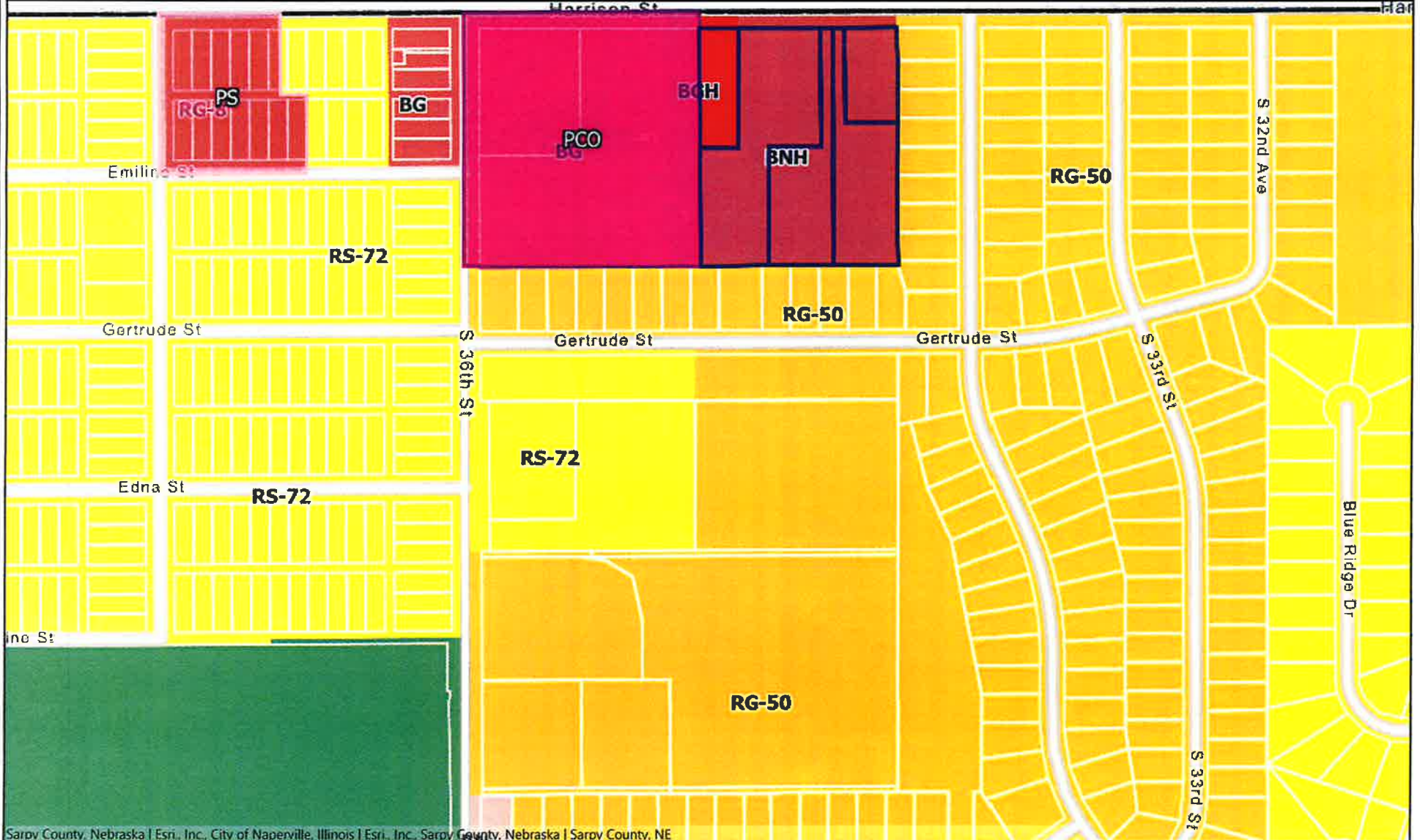
FINAL PLAT

File No. PZ02021-005  
Date 04/29/2021  
Drawn By JBS  
Checked By JBS  
Scale 1" = 150'  
Sheet 1 of 1



SARPY COUNTY  
NEBRASKA

3501 Harrison Street



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



Map Scale 1: 4514

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



Notes





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



Map Scale 1: 2257

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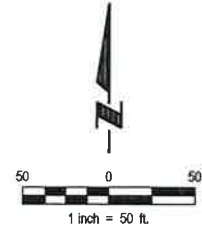
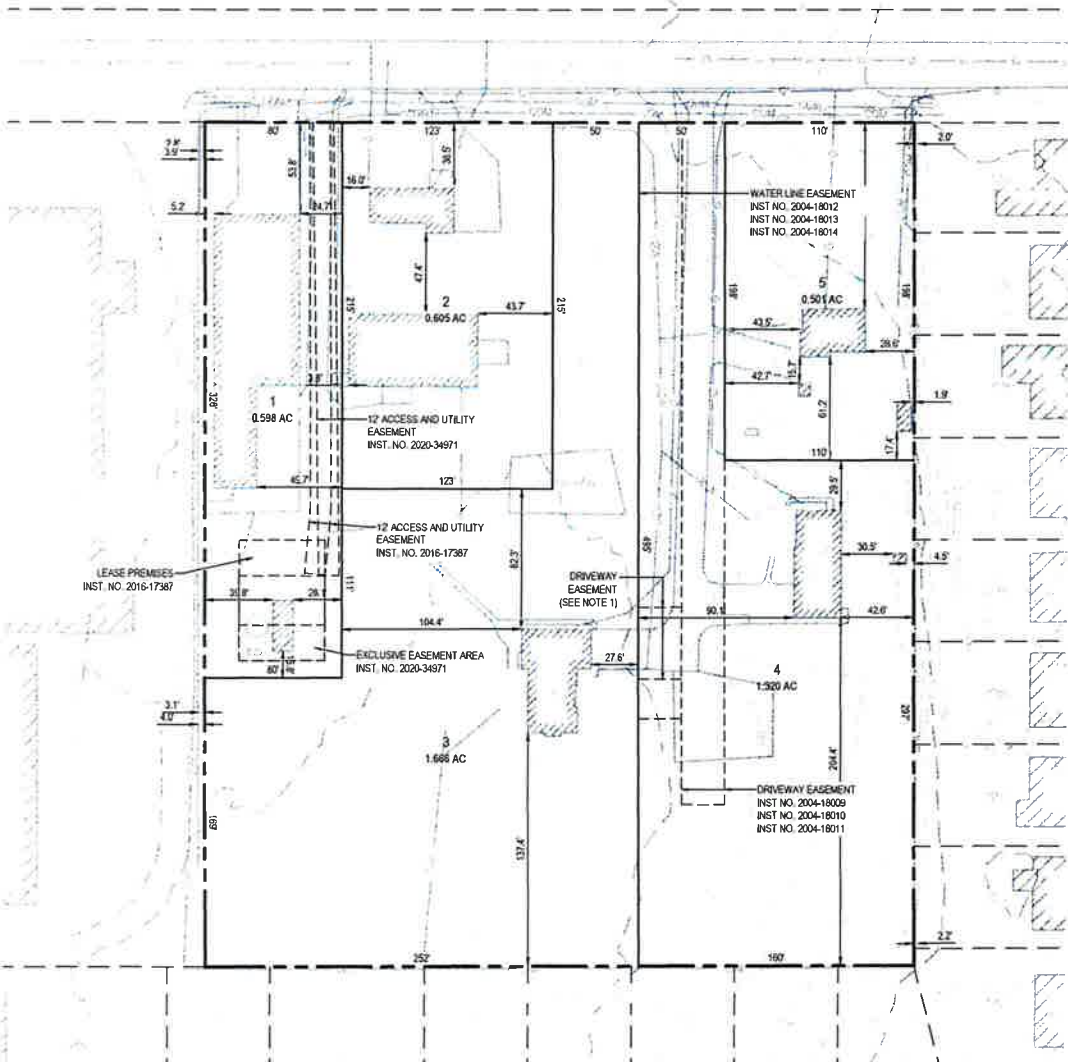
Notes



# SVENDSEN ACRES REPLAT ONE

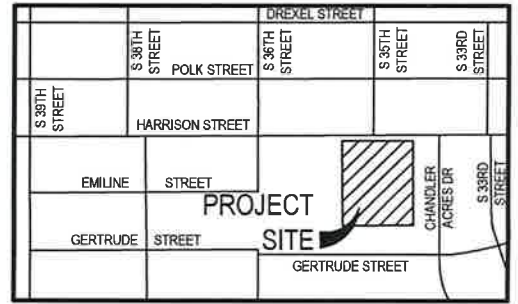
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### LEGEND

- BOUNDARY LINE
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- - - EASEMENTS
- SETBACK LINE
- ▨ EXIST. BUILDING
- ▧ EXIST. MAJOR CONTOURS
- ▩ EXIST. MINOR CONTOURS
- G - G - GAS LINE
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- UGP - UGP - POWER LINE (UNDER GROUND)
- UGW - UGW - WATER LINE (UNDER GROUND)
- SS - SS - SANITARY SEWER LINE
- ST - ST - STORM SEWER LINE
- COM - COM - COMMUNICATIONS LINE



### VICINITY MAP

BGH ZONING SETBACK TABLE	
FRONT YARD	0'
SIDE YARD	0'
STREET SIDE YARD	0'
REAR YARD	0'

RG-50 ZONING SETBACK TABLE	
FRONT YARD	35'
SIDE YARD	5'
STREET SIDE YARD	15'
REAR YARD	25'

### LEGAL DESCRIPTION

A TRACT OF LAND BEING LOT 1, SVENDSEN ACRES, A SUBDIVISION LOCATED IN SECTION 16, ALSO TOGETHER WITH TAX LOTS D9H, D9D, D9C, D9B, TAX LOTS LOCATED IN SAID SECTION 16, ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH, P.M., SARPY COUNTY NEBRASKA.

SAID TRACT OF LAND CONTAINS AN AREA OF 204,276 SQUARE FEET OR 4.690 ACRES, MORE OR LESS

### DEVELOPER/OWNER

SVENDSEN REAL ESTATE, LLC  
3351 HARRISON STREET  
BELLEVUE, NE 68147

### OWNER

BARBARA A. SHANNON  
3341 HARRISON STREET  
BELLEVUE, NE 68147

### ZONING:

EXISTING	BGH, BNH	
PROPOSED:	BGH, LOTS 1 & 2	1.203 AC
	RG-50, LOTS 3 THRU 5	3.487 AC
	TOTAL	4.690 AC

### NOTES:

- ALL EASEMENTS THAT ARE NOT LABELED WITH ANY RECORDING INFORMATION WILL BE RECORDED BY A SEPARATE DOCUMENT.
- TYPICAL UTILITY EASEMENTS WILL BE DEDICATED WITH THE FINAL PLAT.

RECEIVED  
JUN 15 2021  
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Proj No:	Revisions	
P2020 225 002	Date	Description
Date: 05/21/2021	06/15/21	REVISED PER CITY COMMENTS
Designed By: JRS		
Drawn By: EHN		
Scale: 1" = 50'		
Sheet: 1 of 1		

PRELIMINARY PLAT

SVENDSEN ACRES REPLAT ONE  
LOTS 1 THRU 5 INCLUSIVE  
BELLEVUE, NEBRASKA



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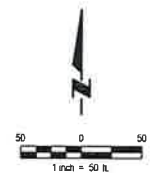
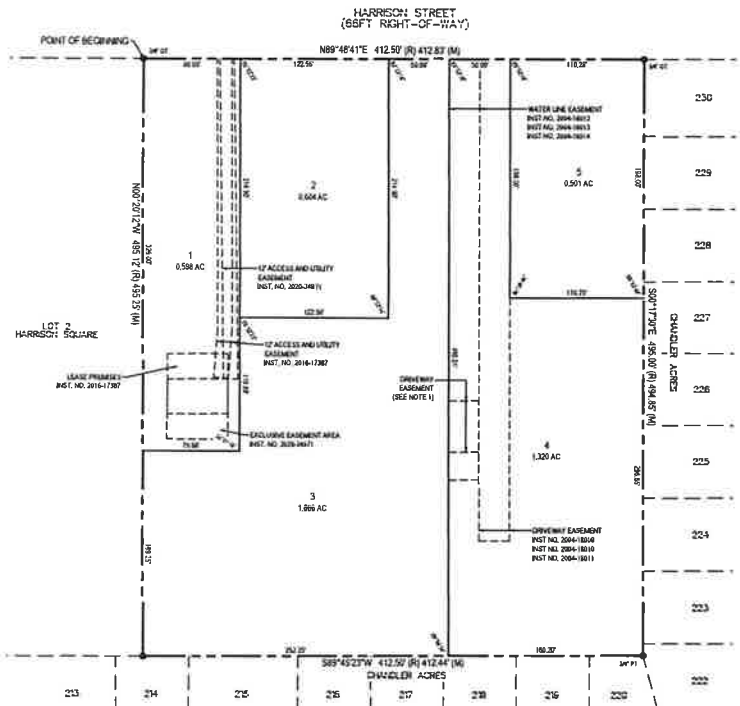
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PLANNING DEPT.

# SVENDSEN ACRES REPLAT ONE

LOTS 1 THRU 5 INCLUSIVE

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### LEGEND

- MONUMENTS FOUND (SAP REBAR) OR AS NOTED
- BOUNDARY LINE
- - - - - LOT LINE
- - - - - EASEMENTS
- - - - - EAST PROPERTY LINES
- SETBACK LINE
- (R) RECORDED DISTANCE
- (M) MEASURED DISTANCE

BGH ZONING SETBACK TABLE (LOTS 1 & 2)	
FRONT YARD	5'
SIDE YARD	5'
STREET SIDE YARD	0'
REAR YARD	5'

RG-50 ZONING SETBACK TABLE (LOTS 3 - 5)	
FRONT YARD	35'
SIDE YARD	5'
STREET SIDE YARD	15'
REAR YARD	25'

### DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, SVENDSEN REAL ESTATE, LLC, A NEBRASKA LIMITED LIABILITY COMPANY & BARBARA A. SHANNON, OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYING CERTIFICATION AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SURVEYED INTO LOTS AND STREETS TO BE NUMBERED AND NAMED AS SHOWN, SAID SURVEYING TO BE HEREAFTER KNOWN AS SVENDSEN ACRES REPLAT ONE, LOTS TO BE NUMBERED AS SHOWN, AND WE DO HEREBY GRANT AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT, AND WE DO HEREBY GRANT EASEMENTS AS SHOWN ON THIS PLAT. WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE UNKRA PUBLIC POWER DISTRICT (UNKRA), COOK COMMERCIAL, AND CENTURYLINK ACROSS THE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LINES, AN (8) FT. FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS, AND A (5) FT. FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THE TERM EXTERIOR LOTS IS HEREBY DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ADDITION. THE (2) FT. FOOT WIDE EASEMENT MAY BE NEEDED TO (8) FT. FEET WIDE WHEN THE ADJACENT LANDS SURVEYED, PLATTED AND RECORDED. THE SURVEYOR SHALL GRANT PERPETUAL EASEMENTS TO METROPOLITAN UTILITIES DISTRICT (MUD) AND BELL TELEPHONE COMPANY (BELL) TO INSTALL, MAINTAIN, REPAIR AND REPLACE TELEPHONE, CABLE AND OTHER RELATED FACILITIES AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER OR, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL STREETS, AND PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN SAID EASEMENT STRIPS, BUT THE SAME MAY BE USED FOR GARDENS, SHOWS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE USE AND ENJOYMENT HEREBY GRANTED.

SVENDSEN REAL ESTATE, LLC, A NEBRASKA LIMITED LIABILITY COMPANY

BARBARA A. SHANNON, MEMBER DATE \_\_\_\_\_

BARBARA A. SHANNON

BARBARA A. SHANNON, OWNER DATE \_\_\_\_\_

### ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA )  
 COUNTY OF \_\_\_\_\_ )  
 ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME BARBARA A. SHANNON, MEMBER OF SVENDSEN REAL ESTATE, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE HER VOLUNTARY ACT AND DEED.

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

NOTARY PUBLIC \_\_\_\_\_

### ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA )  
 COUNTY OF \_\_\_\_\_ )  
 ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME BARBARA A. SHANNON, OWNER, WHO IS PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE HER VOLUNTARY ACT AND DEED.

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

NOTARY PUBLIC \_\_\_\_\_

### NOTES:

1. ALL EASEMENTS THAT ARE NOT LABELED WITH ANY RECORDING INFORMATION WILL BE RECORDED BY A SEPARATE DOCUMENT.
2. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.

### SURVEYING CERTIFICATION

I HEREBY CERTIFY THAT I HAVE MADE A GROUND SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED ON THE BOUNDARY OF THE WITHIN PLAT AND STAKES AT ALL CORNERS OF ALL LOTS, STREETS AND ANGLE POINTS BY SVENDSEN ACRES REPLAT ONE (THE LOTS NUMBERED AS SHOWN), BEING A REPLATING OF LOT 1, SVENDSEN ACRES, A SUBDIVISION LOCATED IN SECTION 16, ALSO TOGETHER WITH A PLATING OF TAX LOTS D91, D92, D93, D98, TAX LOTS LOCATED IN SAID SECTION 16, ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ON THE NORTHWEST CORNER OF SAID LOT 1, SVENDSEN ACRES, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 2, HARRISON SQUARE, A SUBDIVISION LOCATED IN SAID SECTION 16, AND ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HARRISON STREET; THENCE N89°48'41"E (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID LOT 1, SVENDSEN ACRES, SAID LINE ALSO BEING THE NORTH LINE OF SAID TAX LOTS D91, D92, D93 AND D98, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF HARRISON STREET, A DISTANCE OF 428.24 FEET TO THE NORTHEAST CORNER OF SAID TAX LOT D98; SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 2, CHANDLER ACRES, A SUBDIVISION LOCATED IN SAID SECTION 16, THENCE S00°17'06"E ALONG THE EAST LINE OF SAID TAX LOT D98; SAID LINE ALSO BEING THE EAST LINE OF SAID TAX LOT D98, AND ALSO BEING THE WEST LINE OF LOTS 224 THRU 230, SAID CHANDLER ACRES, A DISTANCE OF 684.2 FEET TO THE SOUTHWEST CORNER OF SAID TAX LOT D98; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 228, SAID CHANDLER ACRES; THENCE S89°45'27"W ALONG THE SOUTH LINE OF SAID TAX LOTS D98, D92 AND D91; SAID LINE ALSO BEING THE NORTH LINE OF LOTS 214 THRU 228, SAID CHANDLER ACRES, A DISTANCE OF 412.44 FEET TO THE SOUTHWEST CORNER OF SAID TAX LOT D91; THENCE N00°20'17"W ALONG THE WEST LINE OF SAID TAX LOT D91; SAID LINE ALSO BEING THE WEST LINE OF SAID LOT 1, SVENDSEN ACRES, AND ALSO THE EAST LINE OF SAID LOT 2, HARRISON SQUARE, A DISTANCE OF 465.25 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 204,276 SQUARE FEET OR 4.686 ACRES, MORE OR LESS.

JOHN W. VON SOLLEN, L.S.-578 DATE \_\_\_\_\_

### BELLEVUE CITY COUNCIL APPROVAL

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

MAYOR \_\_\_\_\_

ATTEST \_\_\_\_\_

### APPROVAL OF BELLEVUE CITY PLANNING COMMISSION

THIS PLAT OF SVENDSEN ACRES REPLAT ONE (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE BELLEVUE CITY PLANNING COMMISSION.

CHAIRMAN OF CITY PLANNING COMMISSION DATE \_\_\_\_\_

### COUNTY TREASURER'S CERTIFICATE

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

COUNTY TREASURER DATE \_\_\_\_\_

### REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF SVENDSEN ACRES REPLAT ONE WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

COUNTY SURVEYOR / ENGINEER \_\_\_\_\_

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



E & A CONSULTING GROUP, INC.  
Engineering Services

SVENDSEN ACRES REPLAT ONE  
LOT 1 THRU 5 INCLUSIVE  
BELLEVUE, NEBRASKA

FINAL PLAT

File No.	Revisions	Date	Description
20200222-005			
20200222-005	AS	06/15/21	RECORD PERMIT COMMENTS
Drawn By:	ES		
Check:	ES		
Scale:	1" = 50'		
Sheet:	1 of 1		

10000 LAM Industry Blvd, Ste 100 • Omaha, NE 68154  
Phone: 402.336.8700 • Fax: 402.336.2599  
www.eandag.com

ORDINANCE NO. 4044

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 3501 HARRISON STREET, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lots 1 and 2, Svendsen Acres Replat One, being a replat of Lot 1, Svendsen Acres, and a platting of Tax Lots D9H, D9D, D9C, and D9B, all located in the Northwest ¼ of Section 16, T14N, R13E, of the 6<sup>th</sup> P.M., Sarpy County, Nebraska,

From BGH (Heavy General Business District) and BNH (Heavy Neighborhood Business District) to BGH (Heavy General Business District); AND

Lots 3 through 5, Svendsen Acres Replat One, being a replat of Lot 1, Svendsen Acres, and a platting of Tax Lots D9H, D9D, D9C, and D9B, all located in the Northwest ¼ of Section 16, T14N, R13E, of the 6<sup>th</sup> P.M., Sarpy County, Nebraska,

From BNH (Heavy Neighborhood Business District) to RG-50 (General Residential, 5,000 Square Foot Zone)

(Svendsen Real Estate, LLC)

Section 2. This ordinance shall not take effect until such time as the final plat of Svendsen Acres Replat One is filed with the Sarpy County Register of Deeds in accordance with Section 4-10 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: 07/06/2021

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

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

13c.  
7/6/2021

COUNCIL MEETING DATE: 07/20/2021		SUBMITTED BY: Tammi Palm		TITLE: Planning Manager	
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input checked="" type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	<input type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Approval of a request to rezone Lot 1, Redwood 25, being a platting of Tax Lot 4F, located in the Northwest 1/4 of Section 27 T14N, R13E, of the 6th P.M., Sarpy County, Nebraska from AG to RG-28-PS with site plan approval for the purpose of construction of a 131-unit multi-family residential development; preliminary plat Lot 1, Redwood 25; and final plat Lot 1, Redwood 25. Applicant: Redwood USA, LLC, Kevin Kwiatkowski. General Location: Southeast of South 25th Street and Cornhusker Road.

SYNOPSIS/BACKGROUND:

Kevin Kwiatkowski, on behalf of Redwood USA, LLC, is requesting approval of a change of zone with site plan approval and to preliminary plat and final plat Lot 1, Redwood 25, being a platting of Tax Lot 4F, for the purpose of a multi-family residential development. The property is currently zoned AG and vacant and covered in vegetation. The intent of the requested RG-28 district is to permit medium-density, low-rise development that will be compatible when located near and among lower density types of housing. The -PS zoning overlay allows for the construction of multiple buildings on one lot and to encourage the creative design of new living areas. Site plan approval is required with the -PS zoning overlay. This request is in conformance with the comprehensive plan.

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 4045
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:** Redwood USA, LLC  
**CASE #'s:** Z-2105-06, S-2106-12, S-2106-13  
**CITY COUNCIL HEARING DATE:** July 20, 2021

**REQUEST:** to rezone Lot 1, Redwood 25, being a platting of Tax Lot 4F, located in the Northwest ¼ of Section 27, T14N, R13E of the 6th P.M., Sarpy County, NE, from AG to RG-28-PS for the purpose of multi-family residential development; preliminary plat Lot 1, Redwood 25; and final plat Lot 1, Redwood 25.

On June 24, 2021 the City of Bellevue Planning Commission voted six yes, zero no, three absent and zero abstained:

**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.

**VOTE:**

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

Planning Commission Hearing (s) was held on: June 24, 2021

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT #2

CASE NUMBERS: Z-2105-06  
S-2106-12  
S-2106-13

FOR HEARING OF:  
REPORT #1: June 24, 2021  
REPORT #2: July 20, 2021

### I. GENERAL INFORMATION

#### A. APPLICANTS:

Redwood USA, LLC (Kevin Kwiatkowski)  
7007 East Pleasant Valley Road  
Independence, Ohio 44131

#### B. PROPERTY OWNERS:

Dolores J Barraclough and Charles W Pratt, Co-Trustees  
c/o Diana Gordon  
6406 South 95<sup>th</sup> Street  
Omaha, NE 68127

#### C. GENERAL LOCATION:

Southeast of South 25<sup>th</sup> Street and Cornhusker Road

#### D. LEGAL DESCRIPTION:

Lot 1, Redwood 25, being a platting of Tax Lot 4F, located in the Northwest ¼ of Section 27, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, NE.

#### E. REQUESTED ACTIONS:

1. Rezone Lot 1, Redwood 25, being a platting of Tax Lot 4F, from AG to RG-28-PS with site plan approval.
2. Preliminary plat Lot 1, Redwood 25, being a platting of Tax Lot 4F.
3. Final plat Lot 1, Redwood 25, being a platting of Tax Lot 4F.

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

AG, Agriculture/Vacant

**G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain approval of a rezoning with site plan approval, preliminary plat, and final plat for the construction of a 131-unit multi-family residential development.

**H. SIZE OF SITE:**

The site is approximately 26.93 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

The property is presently vacant and covered in vegetation. It has most recently been used agriculturally.

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

1. **North:** Commercial, BG
2. **East:** Commercial, BG-PCO
3. **South:** Single Family Residential, AG, BGH, RS-72 and RS-84
4. **West:** Commercial/Vacant and Single Family Residential, (across S 25<sup>th</sup> Street), BGH and RG-50

**C. REVELANT CASE HISTORY:**

On June 24, 2021, the Planning Commission recommended approval of a request to rezone Lot 1, Redwood 25, being a platting of Tax Lot 4F, from AG to RG-28-PS for the purpose of multi-family residential development; preliminary plat Lot 1, Redwood 25; and final plat Lot 1, Redwood 25.

**D. APPLICABLE REGULATIONS:**

1. Section 5.13, Zoning Regulations, regarding RG-28 uses and requirements.
2. Section 5.17, Zoning Regulations, regarding Planned Subdivision District uses and requirements.
3. Chapter 3, Subdivision Regulations, regarding Preliminary Plats.
4. Chapter 4, Subdivision Regulations, regarding Final Plats.
5. Chapter 6, Subdivision Regulations, regarding Minimum Design Standards.

### **III. ANALYSIS**

#### **A. COMPREHENSIVE PLAN:**

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

#### **B. OTHER PLANS:**

None

#### **C. TRAFFIC AND ACCESS:**

1. MAPA traffic data indicates 28,700 vehicles per day along Cornhusker Road near the intersection of South 25<sup>th</sup>
2. Access is proposed from two points: one off South 25<sup>th</sup> Street, and another from a newly created extension of Jamestown Drive.

#### **D. UTILITIES:**

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

#### **E. ANALYSIS:**

1. Kevin Kwiatkowski, on behalf of Redwood USA, LLC, has submitted a request to preliminary plat and final plat Lot 1, Redwood 25, for the purpose of a multi-family residential development.
2. The applicant is also requesting a change of zone from AG to RG-28-PS, with site plan approval.

The intent of the RG-28 district is to permit medium-density, low rise development that will be compatible when located near and among lower density types of housing, including single-family and two-family on small lots.

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. Per the proposed site plan, there will be twenty multi-family apartment buildings constructed; two four-unit buildings, two five-unit buildings, seven six-unit buildings, one seven-unit building, and eight eight-unit buildings, for a total of 131 units.
4. The applicant states the development is projected to be a mix of “empty nesters, young professionals, and those relocating to have a maintenance free lifestyle in a peaceful neighborhood.”

5. The applicant is providing 524 parking spaces through a mix of garages, drive-ways, and shared surface parking. This exceeds the minimum 262 stalls required by the zoning ordinance.

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. Architectural renderings have been shared by the applicant and are attached. These renderings have not been reviewed for compliance with Section 8.11, Zoning Ordinance.

8. The plat shows one hundred forty (140) feet of dedicated right-of-way along the northern boundary between South 21<sup>st</sup> Street and South 25<sup>th</sup> Street. The city has been looking to alleviate congestion in the area of South 21<sup>st</sup> Street near the Menard's commercial area. In looking at this application, the city requested the applicant dedicate right-of-way (named Wolf Creek Drive) to facilitate a future connection from South 21<sup>st</sup> Street to South 25<sup>th</sup> Street. The applicant has agreed to work with the city moving forward. Prior to the recording of a final plat, the city engineering staff will continue to work on the feasibility of this project. Prior to the dedication of this right-of-way, the city will work with Redwood USA, LLC on an interlocal agreement for this project.

No connections to this future roadway are being proposed from this development. The development will have access to South 25<sup>th</sup> Street to the west, as well as Jamestown Drive to the south.

9. This application was sent out for review by the following departments and individuals: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Bellevue Public School District, Sarpy County Public Works Department, 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 technical revisions to the preliminary drainage study, sanitary sewer calculations, and to the plat. These revisions have since been made by the applicant's engineer. Additionally, Mr. Knight is comfortable with the applicant's plan for drainage.

Sarpy GIS/911 requested revisions to the private street names. The applicant's engineer has satisfied these revisions.

No other comments were received in this case.

10. The Zoning Ordinance describes the RG-28 zoning district as “medium density development;” therefore, this request 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 conformance with the Zoning Ordinance, Subdivision Regulations, and the Comprehensive Plan, as well as lack of perceived negative impact upon the surrounding area.

**VI. ATTACHMENTS TO REPORT**

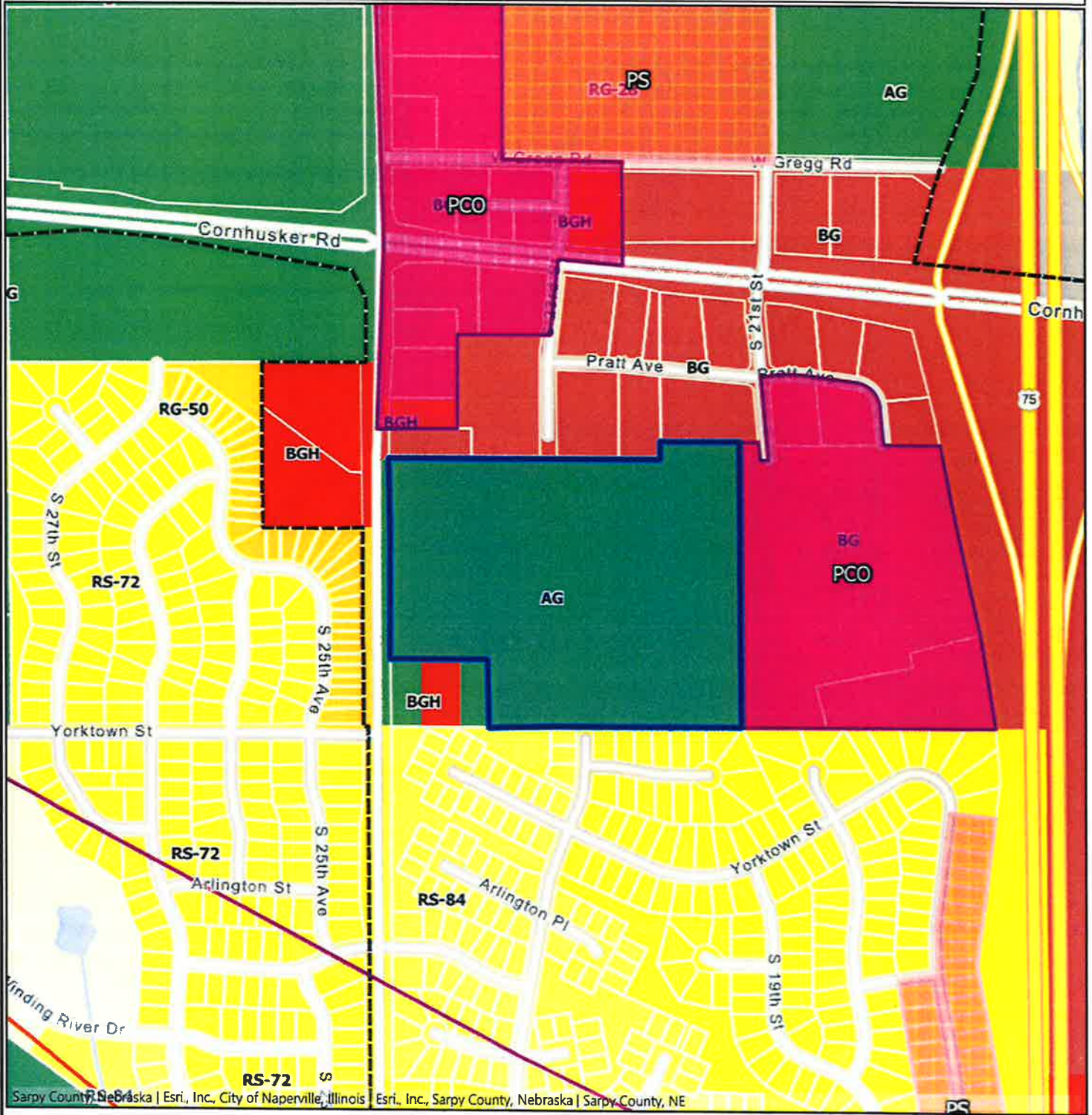
1. Zoning Map
2. 2020 GIS aerial photo of the property
3. Justification letter from the applicant received May 21, 2021
4. Preliminary plat received June 17, 2021
5. Final plat received June 17, 2021
6. Site plan received June 17, 2021
7. Landscape Plan received June 15, 2021
8. Architectural renderings

**VII. COPIES OF REPORT TO:**

1. Redwood USA, LLC
2. Kevin Kwiatkowski
3. Diana Gordon
4. Lamp Rynearson (John Coolidge)
5. Public Upon Request

  
Assistant Planning Manager: Date of Report

  
Planning Manager: Date of Report



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

Notes



Map Scale 1: 7962

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





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

Notes



Map Scale 1: 3185

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



**Redwood Apartments – 25<sup>th</sup> and Cornhusker**

**Rezoning Application**

**Reason for Rezone:**

The existing site is an undeveloped parcel nestled between commercial businesses and a single-family residential subdivision. In the City of Bellevue's master plan, the property is planned for a residential use. The rezone is necessary regardless of whatever development is to take place on the property and the zoning district chosen (RG-28-PS) was selected as the least-intensive zoning that makes the Redwood Apartments project feasible.

**RECEIVED**  
**MAY 21 2021**  
**PLANNING DEPT.**

RECEIVED

JUN 17 2021

PLANNING DEPT

LOCATED IN:
S1/4 NW 1/4 SEC. 25, T14N, R13E

LAMP RYNEARSON

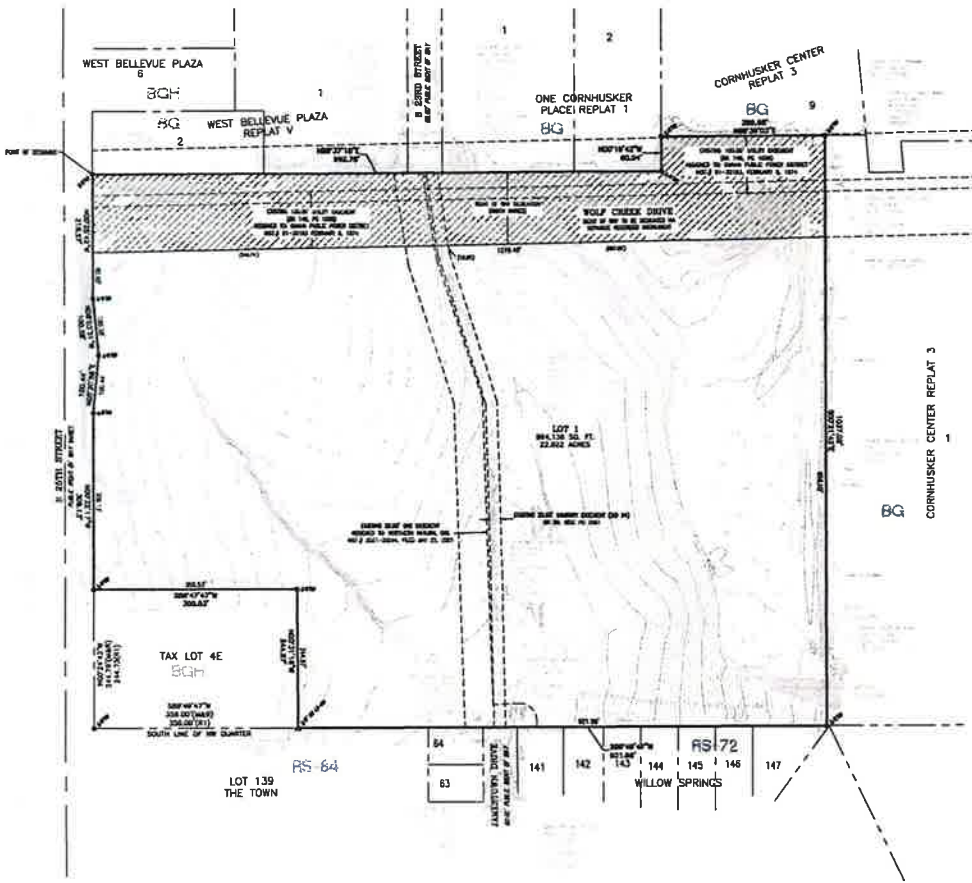
LAMP RYNEARSON.COM
OMAHA, NEBRASKA
454 N. DOUGLASS ST., 68101-3808
FORT COLLINS, COLORADO
4718 BRIMCOMB DR., STE. 100, 80503-2002
KANSAS CITY, MISSOURI
801 STATE UNIV. DR., 64110-2191



REDWOOD 25

LOT 1, BEING A PLATTING OF TAX LOT 4E, LOCATED IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA

- NOTES
1. ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
2. LOT 1 SHALL HAVE NO DIRECT VEHICULAR ACCESS TO S 25TH STREET.
3. ALL EXISTING ENCUMBRANCES ARE NOT BEING INDICATED AND ARE SHOWN FOR REFERENCE ONLY.
4. WOLF CHECKER DRIVE RIGHT OF WAY TO BE INDICATED VIA SEPARATE RECORDED INSTRUMENT.



LEGEND table with symbols for boundary lines, easements, utility lines, and structures.

OWNER: DELORES SHARPLEUGH AND CHARLES PAINT - TRUSTEES
APPLICANT: BELLEVUE SOUTH 25TH STREET NE P1, LLC
ENGINEER: LAMP RYNEARSON
ZONING: RC-28 (P)

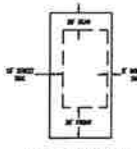
AS SURVEYED LEGAL DESCRIPTION
S1/4 NW 1/4, LOCATED IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:
BEGINNING AT A 5/8" BEAR AT THE SOUTHWEST CORNER OF LOT 2, WEST BELLEVUE PLAZA REPLAT 1, A SUBDIVISION, AS SURVEYED, PLATTED, AND RECORDED IN SARPY COUNTY, NEBRASKA, ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF 25TH STREET;
THENCE NORTH 89°27'10" EAST (SARPYED BEARINGS) FOR 862.74 FEET ON THE SOUTH LINE OF LOTS 1 AND 2, SAID WEST BELLEVUE PLAZA REPLAT 1, AND LOTS 1 AND 2, ONE CORNHUSKER PLACE REPLAT 1, A SUBDIVISION, AS SURVEYED, PLATTED, AND RECORDED IN SARPY COUNTY, NEBRASKA, TO A 5/8" BEAR AT THE SOUTHWEST CORNER OF SAID LOT 2, ONE CORNHUSKER PLACE REPLAT 1;
THENCE NORTH 82°18'42" WEST FOR 50.04 FEET ON THE EAST LINE OF SAID LOT 2, TO A 5/8" BEAR AT THE SOUTHWEST CORNER OF LOT 8, CORNHUSKER CENTER REPLAT 2, A SUBDIVISION, AS SURVEYED, PLATTED, AND RECORDED IN SARPY COUNTY, NEBRASKA;
THENCE NORTH 89°28'10" EAST FOR 288.88 FEET ON THE SOUTH LINE OF SAID LOT 8, TO A 5/8" BEAR AT THE NORTHWEST CORNER OF LOT 1, CORNHUSKER CENTER REPLAT 2, A SUBDIVISION, AS SURVEYED, PLATTED, AND RECORDED IN SARPY COUNTY, NEBRASKA;
THENCE SOUTH 02°14'43" EAST FOR 103.82, TO A 5/8" BEAR AT THE SOUTHWEST CORNER OF SAID LOT 1, SAID CORNER ALSO BEING ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 27;
THENCE SOUTH 89°49'47" WEST FOR 821.86 FEET ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 27, ALSO BEING THE NORTH LINE OF WILLOW SPRINGS AND THE TOWN SUBDIVISIONS AS SURVEYED, PLATTED, AND RECORDED IN SARPY COUNTY, NEBRASKA, TO A 5/8" BEAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS-811 AT THE SOUTHWEST CORNER OF THE LOT 4E;
THENCE NORTH 82°31'18" WEST FOR 244.87 FEET TO A 5/8" BEAR AT THE NORTHWEST CORNER OF SAID THE LOT 4E;
THENCE SOUTH 89°47'47" WEST FOR 200.53 FEET TO A 5/8" BEAR AT THE NORTHWEST CORNER OF SAID THE LOT 4E, ALSO BEING IN THE EAST RIGHT-OF-WAY LINE OF 25TH ST;
THENCE ON THE EAST RIGHT-OF-WAY LINE OF 25TH ST FOR THE FOLLOWING FOUR (4) COURSES:
(1) THENCE NORTH 02°27'17" WEST FOR 308.13 FEET TO A 5/8" BEAR;
(2) THENCE NORTH 02°07'07" EAST FOR 100.44 FEET TO A TO A 5/8" BEAR;
(3) THENCE NORTH 02°31'31" WEST FOR 100.08 FEET TO A TO A 5/8" BEAR;
(4) THENCE NORTH 02°28'42" WEST FOR 218.57 FEET TO THE POINT OF BEGINNING.
CONTAINS 28.82 ACRES AS FIELD MEASURED.

NOTE: RIGHT-OF-WAY (LOCATION PENDING)

FLOOD ZONE
UNSHADOWED ZONE 1
AREA OF SPECIAL FLOOD HAZARD
MAP NUMBER 31132C000M
MAP EFFECTIVE DATE: 5/23/2010
COMBATTANT NUMBER: 210191
FLOOD ZONE REQUIREMENTS MAY BE SUBJECT TO CHANGE OR MODIFICATION BY THE LOCAL GOVERNING AGENCY. CONTACT THE LOCAL FLOOD PLAN MANAGER OF OTHER APPROPRIATE OFFICIALS TO OBTAIN LOCAL ORDINANCES OR CHANGES IN REGULATIONS, FUTURE OR PROPOSED.

CONTROL NOTE
- HORIZONTAL DATUM IS BASED ON SARPY COUNTY LOW DISTORTION COORDINATE SYSTEM.
- VERTICAL DATUM IS BASED ON NAVD83 (8200-13) & ESTABLISHED USGS LEICA REFERENCE MICHSON.

UTILITY NOTES
1. THIS DRAWING INCLUDES OBSERVED ENCUMBRANCES OF SERVICES AND UTILITIES EXHIBIT AT THE TIME OF SURVEY, INCLUDING LOCATIONS PROVIDED BY THOSE COMPANIES RESPONDING TO OUR REQUESTS AND THOSE MARKED BY THE SURVEYOR'S LOCATION. NO RESPONSIBILITY OR LIABILITY IS PROVIDED BY THE SURVEYOR FOR THE FAILURE TO SHOW ANY BURIED SERVICES AND/OR UTILITY LINES EVEN THOUGH THEY MAY EXIST. CONTACT THE CALL (811) PROGRAM TO ANY ORGANIZATION ON THIS DATE: PROJECT NO. 21080414, 210802374, 210804284 DATED 3/27/2021



NOTE: OTHER REQUIREMENTS AND SERVICES MAY APPLY.
RC-28 ZONING
MULTI-FAMILY DWELLING
SETBACK REQUIREMENTS
NO SCALE

PRELIMINARY PLAT

REDWOOD 25, LOT 1 BELLEVUE, SARPY COUNTY, NEBRASKA



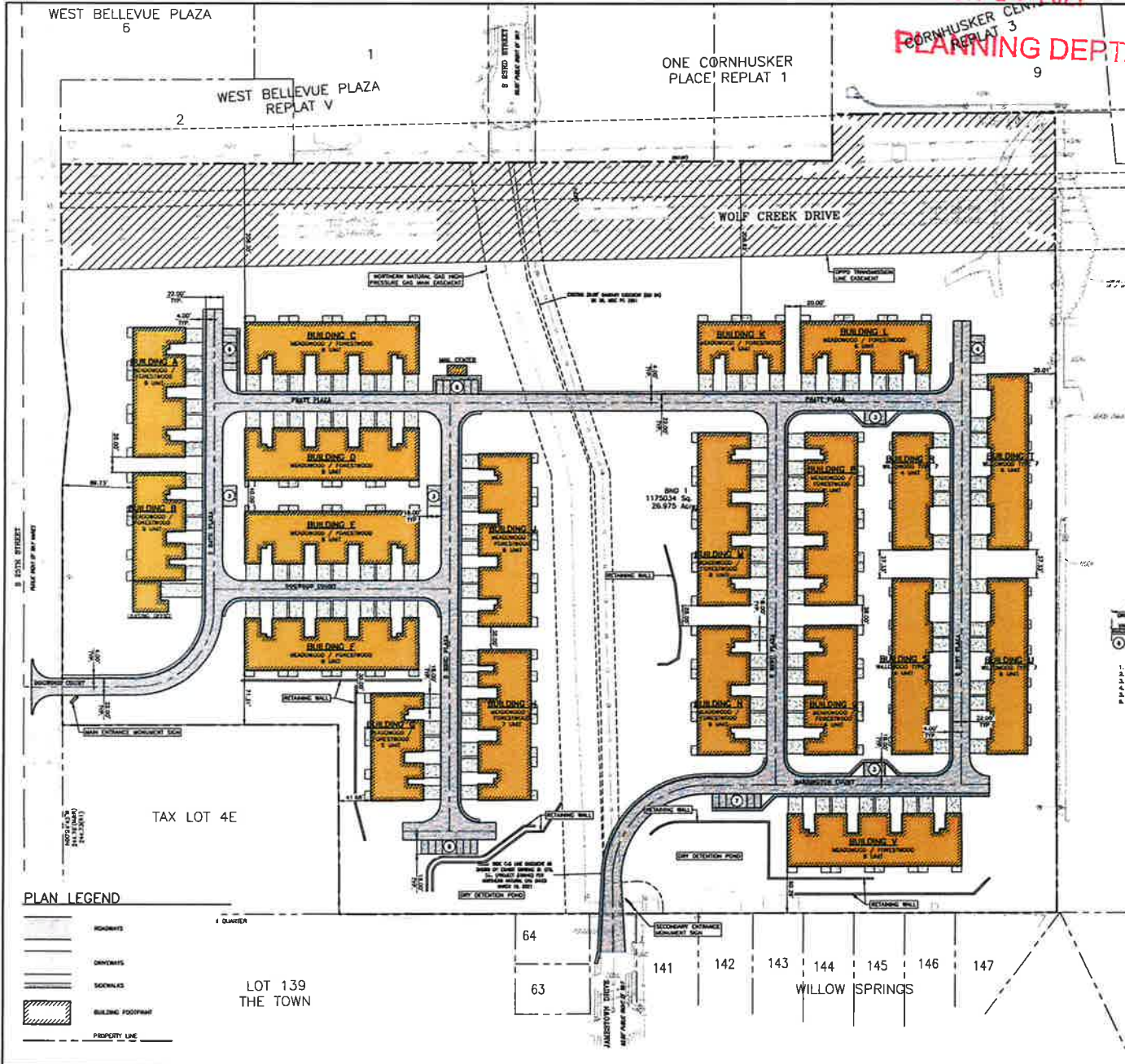
Table with columns for PROJECT NUMBER, SHEET, and other project details.



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JUN 17 2021

CORNHUSKER CENTRAL REPLAT 3 PLANNING DEPT.



**LEGAL DESCRIPTION:** THE LOT OF 27-14-13 (28.83 AC) SOUTHEAST OF 25TH STREET AND CORNHUSKER ROAD, SHERIDAN COUNTY, NEBRASKA

**ADDRESS:** REDWOOD APARTMENT NEIGHBORHOODS

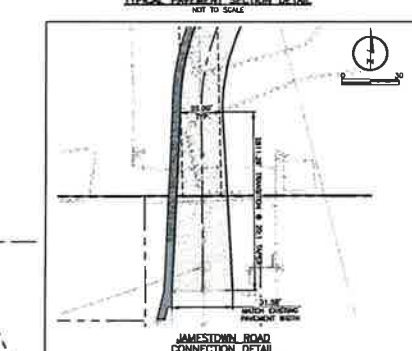
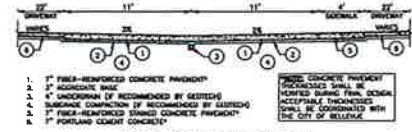
**APPLICANT:** 440-832-0844 - KEVIN KWATONSKI

**PROJECT NUMBER:** MULTIFAMILY APARTMENTS

**USE TYPE:** EXISTING AG. AGRICULTURAL DISTRICT REZONED: P2-RD-28, PLANNED SUBDIVISION GENERAL RESIDENTIAL DISTRICT

**SITE REGULATORS (SEE ARTICLE 22.2, 22.3 AND 22.4 OF THE ZONING ORDINANCE)**

REGULATOR	ALLOWED	PROPOSED	COMMENTS
A. MINIMUM SITE AREA PER UNIT	5,000 SF FOR FIRST 4 UNITS	8,970 SF / UNIT	PER 22.3.05
B. MINIMUM LOT AREA	N/A	N/A	PER 22.3.06
C. MINIMUM LOT WIDTH	30 FEET	>30 FEET	PER 22.3.07
D. MINIMUM YARDS	FRONT YARD: 30 FEET INTERIOR SIDE YARD: 5 FEET REAR YARD: 15 FEET	FRONT YARD: 30 FEET INTERIOR SIDE YARD: 5 FEET REAR YARD: 15 FEET	PER 22.3.08
E. MINIMUM BUILDING HEIGHT	35 FEET	<35 FEET	PER 22.3.09
F. MINIMUM BUILDING COVERAGE	80%	18.7%	PER 22.3.10
G. MINIMUM INTERVALS COVERAGE	N/A	N/A	
H. PROJECT SIZE REQUIRING LARGE PROJECT SPECIAL USE PERMIT	>15 ACRES OR 3,000 UNITS	NOT REQUIRED	
I. MINIMUM HEIGHT OF TOTAL PARKING LOCATED IN STREET YARD	35%	NONE	
J. MINIMUM DEPTH OF LANDSCAPING ADJACENT TO STREET RIGHT-OF-WAY	15 FEET	15 FEET	
K. MINIMUM NUMBER OF PARKING STALLS	1 STALL / DWELLING UNIT	3 GARAGE STALLS + 2 BICYCLE STALLS / UNIT	
L. MINIMUM NUMBER OF ACCESSIBLE PARKING STALLS	2% OF TOTAL	>5% OF TOTAL	



**LAMP RYNEARSON**  
 LAMPRYNEARSON.COM  
 OMAHA, NEBRASKA  
 1410 W. DOUGLAS ST. STE. 100 OMAHA, NE 68104  
 FORT COLLINS, COLORADO  
 4700 MAGNOLIA DR., STE. 100 FORT COLLINS, CO 80526  
 KANSAS CITY, MISSOURI  
 3001 STATE ST., STE. 201 KANSAS CITY, MO 64111



PRELIMINARY

NOT BUILT FOR CONSTRUCTION

PLANNED SUBDIVISION SITE PLAN

REDWOOD 25TH AND CORNHUSKER SHERIDAN COUNTY, NEBRASKA

**811**  
 Know what's below. Call before you dig.

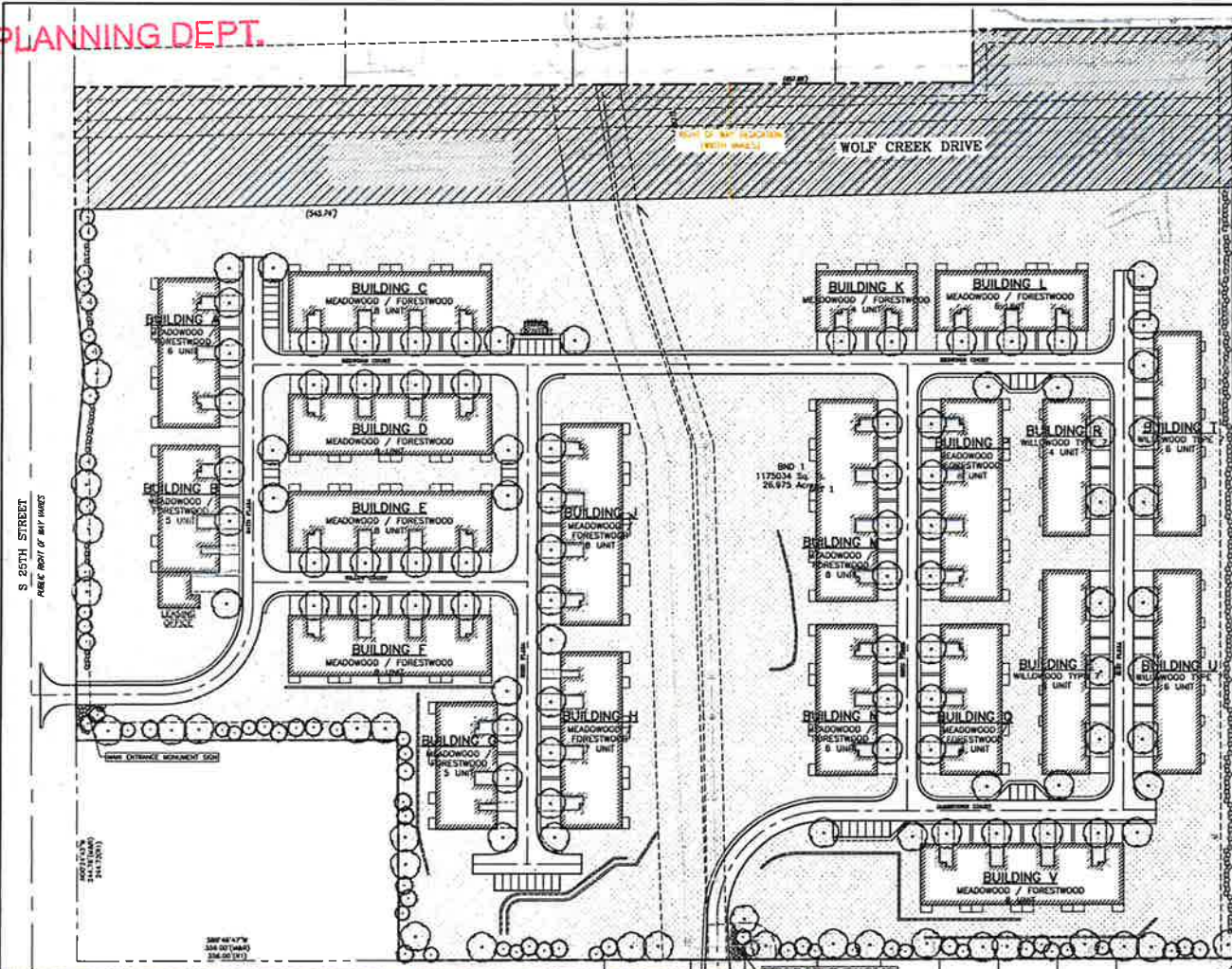
DATE: 05/21/2021  
 PROJECT NUMBER: 22187601-001  
 SCALE: AS SHOWN

**EXHIBIT A**

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PLANNING DEPT.



**ORNAMENTAL TREE LEGEND**

SYMBOL	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	HEIGHT	WIDTH
	Acer glabrum	Smooth Bark Maple	2" CAL.	35	35
	Spruce canadensis	Canada Spruce	2" CAL.	35	30
	Quercus prinus	Princetown Oak	2" CAL.	30	30
	Thuja occidentalis	Western Arborvitae	2" CAL.	18	15

**CONIFEROUS EVERGREEN TREE LEGEND**

SYMBOL	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	HEIGHT	WIDTH
	Picea canadensis	White Spruce	6-7" HT.	80	30
	Picea pungens	Colorado Spruce	6-7" HT.	80	30
	Picea canadensis	Herring Spruce	6-7" HT.	80	30
	Thuja occidentalis	Western Arborvitae	6-7" HT.	70	25

**DECIDUOUS SHADE TREE LEGEND**

SYMBOL	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	HEIGHT	WIDTH
	Acer rubrum	Red Maple	2" CAL.	60	30
	Salix nigra	Black Willow	2" CAL.	75	80
	Liquidambar styraciflua	Striped Bark Tree	2" CAL.	80	30
	Nyssa sylvatica	Black Gum	2" CAL.	50	30
	Quercus rubra	Red Oak	2" CAL.	70	70
	Tamarix canadensis	Ball Tree	2" CAL.	70	40

**SHRUB LEGEND**

SYMBOL	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	HEIGHT	WIDTH
	Spiraea alba	White Spirea	2 CAL.	3-4'	3-4'
	Ardisia coccinea	Coast Dogwood	2 CAL.	3-4'	3-4'
	Rhamnus fraxinifolia	Fraxinifolia	2 CAL.	3-4'	3-4'
	Sarcococca angustifolia	Winter Sweet	2 CAL.	3-4'	4-5'
	Cornus alternifolia	Alternate-leaf Dogwood	2 CAL.	4-5'	1-2'
	Pernettya mucronata	Flamingo Bush	2 CAL.	2-3'	4-5'

**ZONING**  
 EXISTING ZONING: AC - AGRICULTURAL DISTRICT  
 PROPOSED ZONING: P3 RD-38 - PLANNED SUBDIVISION, GENERAL RESIDENTIAL DISTRICT  
 PROPOSED USE: MULTI-FAMILY RESIDENTIAL APARTMENTS

**DEVELOPMENT AREA**  
 TOTAL SITE AREA: 26.972 ACRES  
 BUILDING AREA COVERAGE: 5.31 ACRES 19.72%  
 IMPERVIOUS COVERAGE: 8.28 ACRES 30.72%  
 PERVIOUS COVERAGE: 17.69 ACRES 65.28%

**LANDSCAPING REQUIREMENTS PER ARTICLE 8.11.06 AND ARTICLE 8**  
 MULTI-FAMILY HOUSING/LANDSCAPING PER ART. 8.11.06-B  
 TOTAL DRILLING UNITS = 131 UNITS  
 PLANTING OPTION = 1 DECIDUOUS/CONIFEROUS TREE & 3 SHRUBS PER 2 DRILLING UNITS  
 131 / 2 = 65.5 PLANTING UNITS  
 REQUIRED PLANTINGS = 66 DECIDUOUS/CONIFEROUS TREES  
 187 SHRUBS

**ST. STREET LANDSCAPING PER ART. 8.11.06-B - SOUTH 25TH STREET**  
 PLANTING REQUIREMENT = 1 DECIDUOUS SHADE/ORNAMENTAL TREE & 3 SHRUBS PER 40 LF OF FRONTAGE  
 STREET WAD AREA = 708 LF / 40 = 18.3 PLANTING UNITS  
 REQUIRED PLANTINGS = 18 DECIDUOUS SHADE/ORNAMENTAL TREES  
 56 SHRUBS

**PLANTING AREA LANDSCAPING PER ART. 8.11.06-B**  
 TOTAL PARKING STALLS = 43  
 PLANTING REQUIREMENT = 10 SF OF LANDSCAPED AREA PER STALL, 1 TREE PER 100 SF OF LANDSCAPED AREA  
 819 STALLS \* 10 = 819 SF OF LANDSCAPED AREA / 100 = 8.19  
 REQUIRED PLANTINGS = 3 DECIDUOUS SHADE TREES

**DRILLING UNIT REQUIREMENTS PER TABLE 8A, ART. 8.03.02-B**  
 ADJACENT ZONING:  
 = NORTH (S2)  
 = SOUTH (S4, S6, S8-S4 & S8-72)  
 = EAST (S2)  
 = WEST (S25TH STREET R.O.B.)

**RETAINED SHRUBS TABLE PER TABLE 8A, ART. 8.03.02-B**  
 N/A = NORTH (S2)  
 N/A = EAST (S2)  
 N/A = SOUTH (S2)  
 20' = SOUTH (S272 & S284) IS 1 ROW OF DECIDUOUS AND EVERGREEN TREE SPACES AT 6 1/2' SPREAD  
 132 LF / 38 = 3.5' TREES

**TOTAL REQUIRED PLANTINGS**  
 ORNAMENTAL TREES: 87 TREES 276  
 EVERGREEN TREES: 41 TREES 336 (PER ART. 8.11.06.7)  
 DECIDUOUS TREES: 48 TREES 408  
 TOTAL TREES: 176 TREES 1020  
 TOTAL SHRUBS: 242 SHRUBS

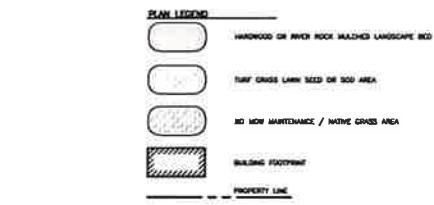
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 OMAHA, NEBRASKA  
 1474 W. DOUGLAS ST., STE. 100  
 FORT COLLINS, COLORADO  
 1715 INNOVATION DR., STE. 100  
 KANSAS CITY, MISSOURI  
 3601 S.W. 15TH AVE., STE. 300  
 MIAMI, FLORIDA

PRELIMINARY  
 NOT VALID FOR CONSTRUCTION  
 04-20-2021

PLANNED SUBMISSION  
 LANDSCAPING PLAN  
 REDWOOD 25TH AND CORNHUSKER  
 SARPY COUNTY, NEBRASKA

**811**  
 Know what's below.  
 Call before you dig.

OWNER/DRAWER  
 DATE  
 PROJECT NUMBER  
 SHEET NO. OF  
 TITLE AND PAGE  
 SHEET



**EXHIBIT B**

"barn red" will not be used, see proposed color palette (Exhibit E)

Meadowood  
w/Building Steps

Forestwood  
w/Building Steps

Capewood  
w/Building Steps





"barn red" will not be used - see proposed color palette (Exhibit E)

Willowood  
w/Building Steps



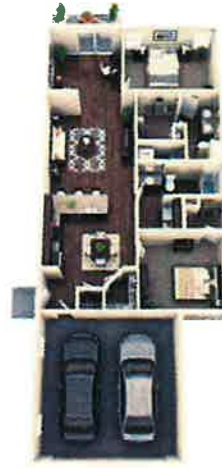
## Forestwood

1,294 SQFT



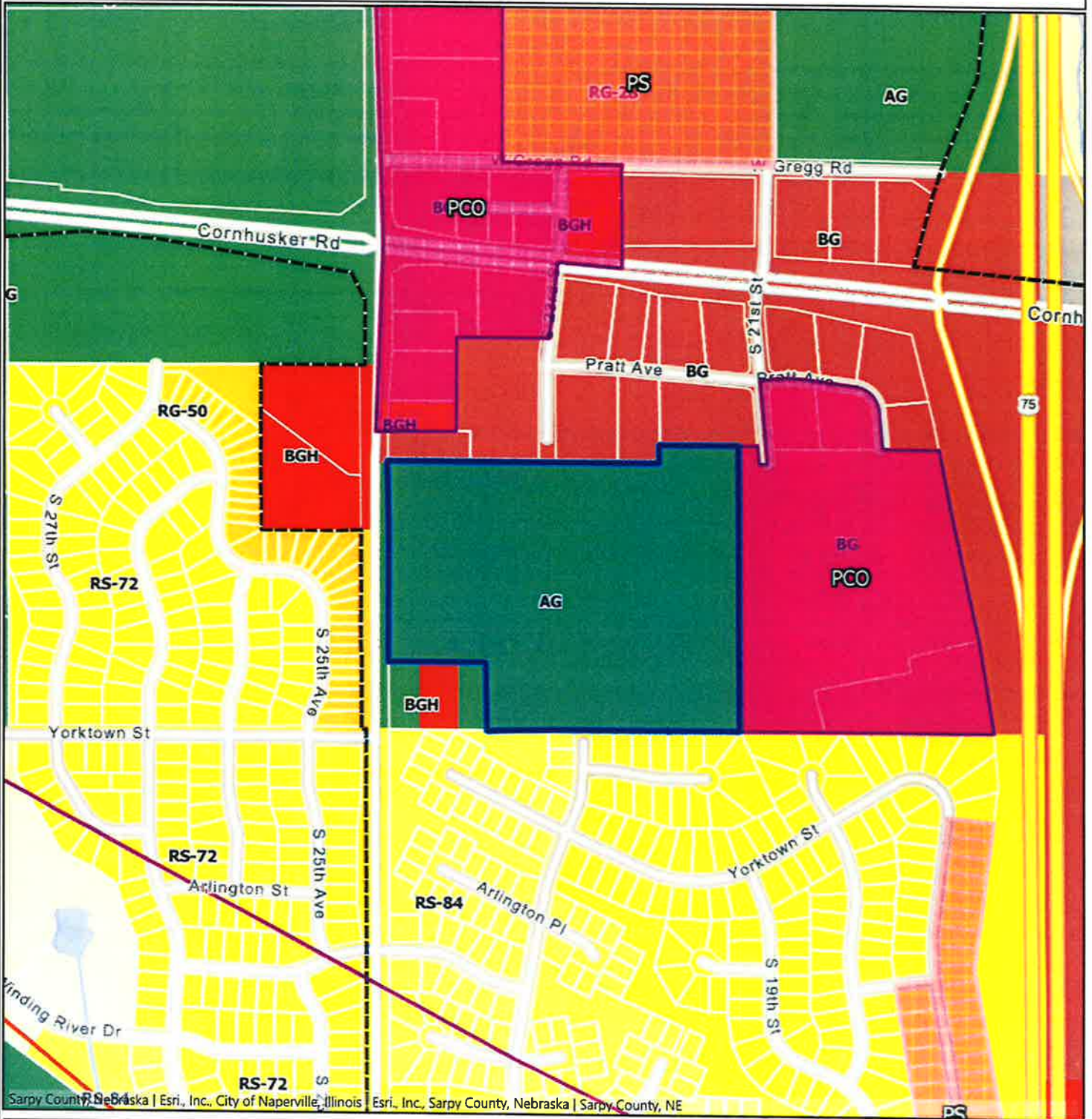
## Meadowood

1,327 SQFT



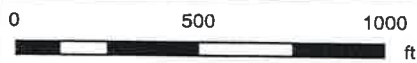
## Willowood

1,381 SQFT



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

Notes



Map Scale 1: 7962

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





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

Notes



Map Scale 1: 3185

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ORDINANCE NO. 4045

**A**N ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 3619 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT SOUTH 25<sup>TH</sup> STREET AND CORNHUSKER ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

**W**HEREAS, 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:

**B**E IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA:

**S**ection 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, Redwood 25, being a platting of Tax Lot 4F, located in the Northwest ¼ of Section 27, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska

From AG (Agricultural District) to RG-28-PS (General Residential – 2,800 Square Foot Zone – Planned Subdivision District)

(Redwood USA, LLC)

**S**ection 2. This ordinance shall not take effect until such time as the final plat of Redwood 25, is filed with the Sarpy County Register of Deeds in accordance with Section 4-10 of the City of Bellevue Subdivision Regulations.

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

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

**A**DOPTEED by the Mayor and City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED AS TO FORM:

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

ATTEST

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

\_\_\_\_\_  
Mayor

First Reading: 07/06/2021

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

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

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PLANNING DEPT.

LOCATED IN  
OF 1/4 NE 1/4 SEC. 27, T14N, R13E

LAMP RYNEARSON

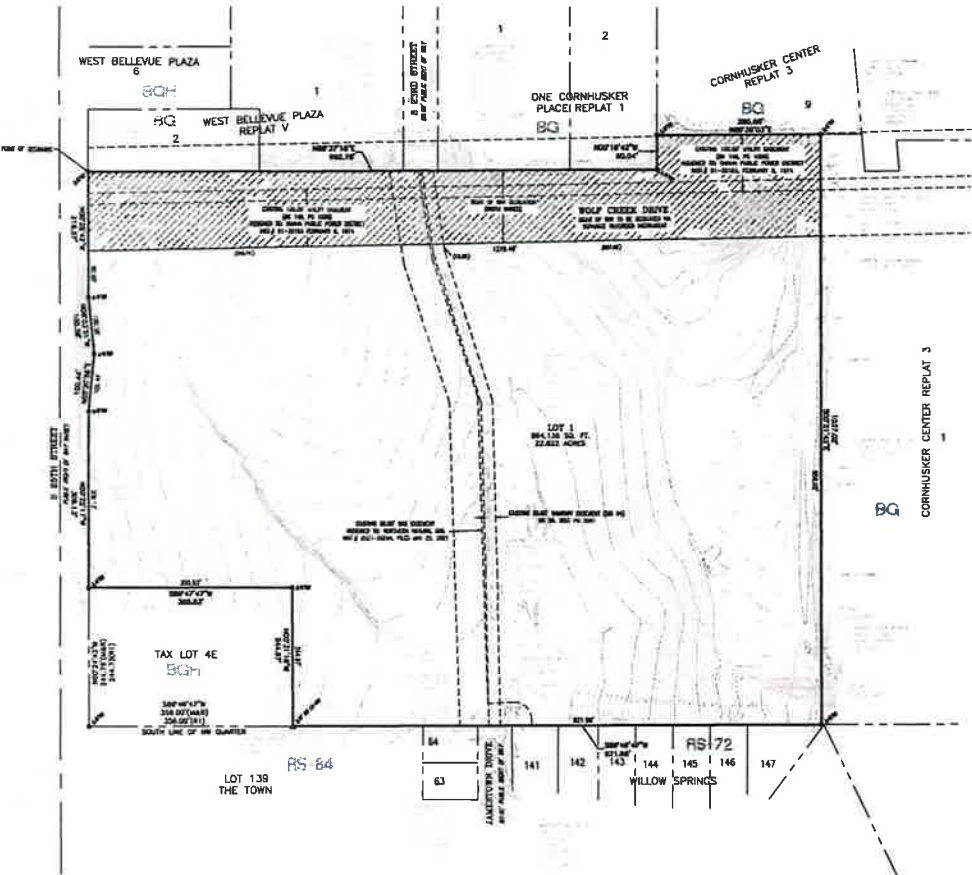
LAMPRYNEARSON.COM  
OMAHA, NEBRASKA  
1470 W LODGE RD, STE. 100 INDEPENDENCE  
FORT COLLINS, COLORADO  
4715 BRIMAVEN DR, STE. 100 FORT COCKE  
KANSAS CITY, MISSOURI  
8001 STATE RD, STE. 200 INDEPENDENCE



# REDWOOD 25

LOT 1, BEING A PLATTING OF TAX LOT 4E, LOCATED IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARRY COUNTY, NEBRASKA

- NOTES**
1. ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
  2. LOT 1 WILL HAVE NO DIRECT VEHICULAR ACCESS TO S 25TH STREET.
  3. ALL EXISTING EASEMENTS ARE NOT BEING REDEVELOPED AND ARE SHOWN FOR REFERENCE ONLY.
  4. WOLF CREEK DRIVE RIGHT OF WAY TO BE DEDICATED VIA SEPARATE, RECORDED INSTRUMENT.



**LEGEND**

---	BOUNDARY LINE	○	LIGHT POLE
---	SECTION LINE	○	LIGHT STREET
---	ADJACENT PROPERTY	○	LIGHT YARD
---	EXISTING EASEMENT	○	2 1/2" REBAR UNLESS OTHERWISE NOTED
---	EXISTING EASEMENT	○	3/4" REBAR UNLESS OTHERWISE NOTED
---	FINISH OPTIC LINE	○	1 1/4" YELLOW PLASTIC CAP STAMPED LS-811
---	FINISH OPTIC LINE	○	POWER POLE
---	SHOW POLE CODE	○	SMOOTH MANHOLE
---	SEWER LINE	○	SDH
---	GAS LINE	○	STORM PIPE END
---	OVERHEAD POWER	○	TELEPHONE MANHOLE
---	PARKING EDGE	○	TELEPHONE JUNCTION
---	BUILDING EDGE	○	WATER VALVE
○	AREA INLET ROUND	○	MEASURED
○	BELLHOLE	○	RECORDED
○	CABLE MARKING SIGN	○	PLAT
○	CONTROL POINT	○	RODMAN SURVEY (1977)
○	DECOMMISSIONED TREE	○	INDEX, AS SURVEY (1977)
○	ELECTRIC PNEUMATIC	○	REBAR
○	FES	○	SOULS SIGN
○	FINISH OPTIC PALLETS	○	ORANGE PLASTIC CAP
○	FINISH OPTIC PALLETS	○	STREET RESECTION
○	GAS WARDING SIGN	○	
○	OVEN INLET	○	
○	DRY WIRE	○	
○	H STRUCTURE	○	

**OWNER**  
DELORES BARRACLOUGH AND CHARLES FRANK - TRUSTEES  
848 S 25TH STREET  
OMAHA, NEBRASKA 68127

**APPLICANT**  
BELLVUE SOUTH 25TH STREET NE, P.L.L.C.  
A NEBRASKA LIMITED LIABILITY COMPANY  
7007 EAST PLAZAWAY VALLEY ROAD  
BROOKDALE, OHIO 44131

**ENGINEER**  
LAMP RYNEARSON  
15710 WEST OGDON ROAD, SUITE 100  
OMAHA, NEBRASKA 68154-2027

**ZONING**  
DISTRICT: RC  
PROPOSED: RC-ZB (P)

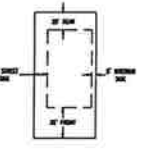
**POWER**  
OMAHA PUBLIC POWER DISTRICT  
444 SOUTH 18TH STREET MALL  
OMAHA, NE 68102-2247

**WATER**  
METROPOLITAN UTILITIES DISTRICT  
3100 SOUTH 81ST AVENUE  
OMAHA, NE 68106-3521

**AS SURVEYED LEGAL DESCRIPTION**  
SAY LOT 4E, LOCATED IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARRY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:  
BEGINNING AT A 5/8" REBAR AT THE SOUTHWEST CORNER OF LOT 2, WEST BELLEVUE PLAZA REPLAT V, A SUBDIVISION, AS SURVEYED, PLATTED, AND RECORDED IN SARRY COUNTY, NEBRASKA, ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF 25TH STREET;  
THENCE NORTH 89°27'10" EAST (BEARING) 160.80 FEET ON THE SOUTH LINE OF LOTS 1 AND 2, SAID WEST BELLEVUE PLAZA REPLAT V, AND LOTS 1 AND 2, ONE COMMERCE PLAZA REPLAT 1, A SUBDIVISION, AS SURVEYED, PLATTED, AND RECORDED IN SARRY COUNTY, NEBRASKA, TO A 5/8" REBAR AT THE SOUTHWEST CORNER OF SAID LOT 2, ONE COMMERCE PLAZA REPLAT 1;  
THENCE NORTH 82°18'40" WEST FOR 60.04 FEET ON THE EAST LINE OF SAID LOT 2, TO A 5/8" REBAR AT THE SOUTHWEST CORNER OF LOT 6, CORNHUSKER CENTER REPLAT 3, A SUBDIVISION, AS SURVEYED, PLATTED, AND RECORDED IN SARRY COUNTY, NEBRASKA;  
THENCE NORTH 89°39'51" S62 FOR 285.88 FEET ON THE SOUTH LINE OF SAID LOT 6, TO A 5/8" REBAR AT THE NORTHWEST CORNER OF LOT 1, CORNHUSKER CENTER REPLAT 3, A SUBDIVISION, AS SURVEYED, PLATTED, AND RECORDED IN SARRY COUNTY, NEBRASKA;  
THENCE SOUTH 02°21'43" EAST FOR 1037.02, TO A 5/8" REBAR AT THE SOUTHWEST CORNER OF SAID LOT 1, SAID CORNER ALSO BEING ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 27;  
THENCE SOUTH 89°46'47" WEST FOR 821.08 FEET ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 27, ALSO BEING THE NORTH LINE OF WILLOW SPRINGS, AND THE TOWN SUBDIVISION, AS SURVEYED, PLATTED, AND RECORDED IN SARRY COUNTY, NEBRASKA, TO A 3/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS 811 AT THE SOUTHWEST CORNER OF TAX LOT 4E;  
THENCE NORTH 83°31'18" WEST FOR 244.87 FEET TO A 5/8" REBAR AT THE NORTHEAST CORNER OF SAID TAX LOT 4E;  
THENCE SOUTH 89°47'47" WEST FOR 300.50 FEET TO A 5/8" REBAR AT THE NORTHWEST CORNER OF SAID TAX LOT 4E, ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF 25TH ST;  
THENCE ON THE EAST RIGHT-OF-WAY LINE OF 25TH ST FOR THE FOLLOWING FOUR (4) COURSES:  
(1) THENCE NORTH 89°22'17" WEST FOR 308.10 FEET TO A 5/8" REBAR;  
(2) THENCE NORTH 89°27'10" EAST FOR 108.84 FEET TO A 5/8" REBAR;  
(3) THENCE NORTH 89°37'51" WEST FOR 108.84 FEET TO A 5/8" REBAR;  
(4) THENCE NORTH 89°27'10" WEST FOR 218.57 FEET TO THE POINT OF BEGINNING;  
CONTAINING 22.822 ACRES AS FOLLOWS MEASURED.

**AS SURVEYED LEGAL DESCRIPTION**

SAY LOT 4E, LOCATED IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARRY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:  
BEGINNING AT A 5/8" REBAR AT THE SOUTHWEST CORNER OF LOT 2, WEST BELLEVUE PLAZA REPLAT V, A SUBDIVISION, AS SURVEYED, PLATTED, AND RECORDED IN SARRY COUNTY, NEBRASKA, ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF 25TH STREET;  
THENCE NORTH 89°27'10" EAST (BEARING) 160.80 FEET ON THE SOUTH LINE OF LOTS 1 AND 2, SAID WEST BELLEVUE PLAZA REPLAT V, AND LOTS 1 AND 2, ONE COMMERCE PLAZA REPLAT 1, A SUBDIVISION, AS SURVEYED, PLATTED, AND RECORDED IN SARRY COUNTY, NEBRASKA, TO A 5/8" REBAR AT THE SOUTHWEST CORNER OF SAID LOT 2, ONE COMMERCE PLAZA REPLAT 1;  
THENCE NORTH 82°18'40" WEST FOR 60.04 FEET ON THE EAST LINE OF SAID LOT 2, TO A 5/8" REBAR AT THE SOUTHWEST CORNER OF LOT 6, CORNHUSKER CENTER REPLAT 3, A SUBDIVISION, AS SURVEYED, PLATTED, AND RECORDED IN SARRY COUNTY, NEBRASKA;  
THENCE NORTH 89°39'51" S62 FOR 285.88 FEET ON THE SOUTH LINE OF SAID LOT 6, TO A 5/8" REBAR AT THE NORTHWEST CORNER OF LOT 1, CORNHUSKER CENTER REPLAT 3, A SUBDIVISION, AS SURVEYED, PLATTED, AND RECORDED IN SARRY COUNTY, NEBRASKA;  
THENCE SOUTH 02°21'43" EAST FOR 1037.02, TO A 5/8" REBAR AT THE SOUTHWEST CORNER OF SAID LOT 1, SAID CORNER ALSO BEING ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 27;  
THENCE SOUTH 89°46'47" WEST FOR 821.08 FEET ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 27, ALSO BEING THE NORTH LINE OF WILLOW SPRINGS, AND THE TOWN SUBDIVISION, AS SURVEYED, PLATTED, AND RECORDED IN SARRY COUNTY, NEBRASKA, TO A 3/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS 811 AT THE SOUTHWEST CORNER OF TAX LOT 4E;  
THENCE NORTH 83°31'18" WEST FOR 244.87 FEET TO A 5/8" REBAR AT THE NORTHEAST CORNER OF SAID TAX LOT 4E;  
THENCE SOUTH 89°47'47" WEST FOR 300.50 FEET TO A 5/8" REBAR AT THE NORTHWEST CORNER OF SAID TAX LOT 4E, ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF 25TH ST;  
THENCE ON THE EAST RIGHT-OF-WAY LINE OF 25TH ST FOR THE FOLLOWING FOUR (4) COURSES:  
(1) THENCE NORTH 89°22'17" WEST FOR 308.10 FEET TO A 5/8" REBAR;  
(2) THENCE NORTH 89°27'10" EAST FOR 108.84 FEET TO A 5/8" REBAR;  
(3) THENCE NORTH 89°37'51" WEST FOR 108.84 FEET TO A 5/8" REBAR;  
(4) THENCE NORTH 89°27'10" WEST FOR 218.57 FEET TO THE POINT OF BEGINNING;  
CONTAINING 22.822 ACRES AS FOLLOWS MEASURED.



NOTE: OTHER REQUIREMENTS AND SETBACKS MAY APPLY.

**RC-ZB ZONING**  
**MULTI-FAMILY DWELLING**  
**SETBACK REQUIREMENTS**  
NO SCALE

\*NOTE: RIGHT-OF-WAY DEDICATION PENDING

**FLOOD ZONE**  
UNSHOVED ZONE X  
AREA OF MINOR FLOOD HAZARD.  
MAP NUMBER 311320000H  
MAP EFFECTIVE DATE: 3/21/2010  
COMBINATION NUMBER: 31181

FLOOD ZONE REQUIREMENTS MAY BE SUBJECT TO CHANGE OR INTERPRETATION BY THE LOCAL GOVERNING AGENCIES. CONTACT THE LOCAL FLOOD PLAN MANAGER OR OTHER APPROPRIATE OFFICIAL TO DETERMINE LOCAL JURISDICTIONS OR CHANGES IN REGULATIONS, FUTURE OR PREVIOUS.

**CONTROL NOTE**  
- HORIZONTAL DIMENSIONS ARE BASED ON SARRY COUNTY LOW ELEVATION COORDINATE SYSTEM.  
- VERTICAL DIMENSIONS ARE BASED ON NAVD83 (8200-10) AS ESTABLISHED USING LEGAL REFERENCES NETWORK.

**UTILITY NOTES**  
1. THIS DRAWING INCLUDES OBSERVED EVIDENCE OF SERVICES AND UTILITIES EXHIBIT AT THE TIME OF SURVEY. RECORD LOCATIONS PROVIDED BY THOSE COMPANIES RESPONDING TO OUR REQUESTS AND THOSE MARKED BY "TWO CALL" LOCATIONS. NO RESPONSIBILITY OR LIABILITY IS ASSUMED BY THE SURVEYOR FOR THE FAILURE TO SHOW ANY BURIED SERVICE AND/OR UTILITY LINES EVEN THOUGH THEY MAY EXIST. CONTACT THE "TWO CALL" (811) PRIOR TO ANY CONSTRUCTION ON THIS SITE.  
- SHEET NO. 210404114, 210404114, 210404104  
DATED: 2/21/2021

PRELIMINARY PLAT  
REDWOOD 25, LOT 1  
BELLEVUE, SARRY COUNTY, NEBRASKA

**811**  
Know what's below.  
Call before you dig.  
1-800-485-4848  
www.811.org

Customer's Location  
Date  
Project Number  
Scale and Form  
Sheet

1 OF 1

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

14a.  
7/6/2021

COUNCIL MEETING DATE: 07/06/2021		SUBMITTED BY: Susan Kluthe, City Clerk		
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>		
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

Event License Application - Kevin Power - Private Annual Charity Event and waiving the \$50 event fee

SYNOPSIS/BACKGROUND:

Mr. Power is hosting his 7th Annual Private Charity Event to raise donation for the Bellevue Food Pantry, at his home at 108 Fox Meadow Court, on Saturday, July 24, 2021 from 7:00 p.m. to 11:00 p.m., with live music. This is a private event which doesn't require an Event License, however applicant is trying to pro actively address the issue of the police being called around 10:00 p.m. because of the music. By going through Event Application process, Police are informed of the event so if a call is received they are aware of the event. They have a 1-man band perform until 11:00 p.m., which is the time in the noise ordinance. See Police, Park, and Street Dept. recommendations.

FISCAL IMPACT: \$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 DISTRUBUTION CODE: \_\_\_\_\_ ACCOUNT NUMBER: \_\_\_\_\_

RECOMMENDATION:

Recommendation to approve Event Application for Kevin Power to host his 7th Annual Private Charity Event, to raise donations for the Bellevue Food Pantry, at his home - 108 Fox Meadow Court, on Saturday, July 24, 2021 from 7:00 p.m. - 11:00 p.m., with live music and to waive the \$50 Event Fee.

ATTACHMENTS:

1. Application for Event License
2. Comments from PD, Streets, & Parks
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

SIGNATURES:

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

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

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

*[Handwritten signatures in blue ink]*



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

City of Bellevue
City Clerk
1500 Wall Street
Bellevue, NE 68005
(402) 293-3007

- Police Department
Captain Stukenholtz
Sgt. Larry Lampman

- Parks Department
Jim Shada
Mark Blackburn

- Streets Department
Bobby Riggs

- Public Works Department
Doug Clark

FROM: Susan Kluthe

DATE: July 6, 2021

SUBJECT: Request for an Event License Application for Kevin Power on Saturday, July 24, 2021 at Fox Meadow Court, from 7:00 p.m. to 11:00 p.m., for 7th Annual Private Charity Event to raise donations for the Bellevue Food Pantry.

Please make comments on the above request and return to Susan Kluthe, by, Tuesday, June 29, 2021. I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

Large empty box for comments, containing a large handwritten 'X'.

Bobby Riggs

Handwritten signature of Bobby Riggs

Signature or Fill in Your Name

06/14/21

Date



CITY OF BELLEVUE  
EVENT LICENSE REVIEW FORM

City of Bellevue  
City Clerk  
1500 Wall Street  
Bellevue, NE 68005  
(402) 293-3007

- Police Department
  - Captain Stukenholtz
  - Sgt. Larry Lampman

- Parks Department
  - Jim Shada
  - Mark Blackburn

- Streets Department
  - Bobby Riggs

- Public Works Department
  - Doug Clark

FROM: Susan Kluthe

DATE: July 6, 2021

SUBJECT: Request for an Event License Application for Kevin Power on Saturday, July 24, 2021 at Fox Meadow Court, from 7:00 p.m. to 11:00 p.m., for 7<sup>th</sup> Annual Private Charity Event to raise donations for the Bellevue Food Pantry.

Please make comments on the above request and return to Susan Kluthe, by, **Tuesday, June 29, 2021**. I can be reached at (402) 293-3007 or [susan.kluthe@bellevue.net](mailto:susan.kluthe@bellevue.net) if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

*Karen Chandler*  
Signature or Fill in Your Name

6-14-2021  
Date



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

City of Bellevue
City Clerk
1500 Wall Street
Bellevue, NE 68005
(402) 293-3007

- Police Department
Captain Stukenholtz
Sgt. Larry Lampman

- Parks Department
Jim Shada
Mark Blackburn

- Streets Department
Bobby Riggs

- Public Works Department
Doug Clark

FROM: Susan Kluthe

DATE: July 6, 2021

SUBJECT: Request for an Event License Application for Kevin Power on Saturday, July 24, 2021 at Fox Meadow Court, from 7:00 p.m. to 11:00 p.m., for 7th Annual Private Charity Event to raise donations for the Bellevue Food Pantry.

Please make comments on the above request and return to Susan Kluthe, by, Tuesday, June 29, 2021. I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

Although this event has not produced complaints it remains a concern depending on the volume level of the music. Attached are City Ordinances regarding nuisance and noises as well as the state statute for Disturbing the Peace.

Asst. Chief of Police DG Stukenholtz

6-14-2021

Signature or Fill in Your Name

Date

## **§ 19-70 PROHIBITED GENERALLY; DECLARATION OF NUISANCE.**

Notwithstanding sections 19-2 and 19-3, it shall be unlawful and a public nuisance for any person to make, continue or cause to be made or continued within the city's zoning jurisdiction, any loud, unnecessary or unusual noise, or any noise which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others within the limits of the city's zoning jurisdiction.

(Ord. 3193, § 1, passed 2-25-2002; Ord. 3387, § 1(19-70), passed 10-24-2005)

## **§ 19-71 ENUMERATION.**

The acts described in this article, among others, are declared to be loud, disturbing and unnecessary noises in violation of this Code, but such enumeration shall not be deemed to be exclusive.

(Ord. 3193, § 1, passed 2-25-2002; Ord. 3387, § 1(19-71), passed 10-24-2005)

## **§ 19-72 HORNS, SIGNALING DEVICES.**

The following shall be deemed a violation of the provisions of this article:

(A) The sounding of any horn or signaling device on any automobile, motorcycle, street car or other vehicle on any street or public place, except as a danger warning.

(B) The creation by means of any such signaling device of any unreasonably loud or harsh sound and the sounding of any such device for any unnecessary and unreasonable period of time.

(C) The use of any signaling device except one operated by hand or electricity.

(D) The use of any horn, whistle or other device operated by engine exhaust.

(E) The use of any such signaling device when traffic is for any reason held up.

(Ord. 3387, § 1(19-72), passed 10-24-2005)

## **§ 19-73 RADIOS, PHONOGRAPHS, ETC.**

(A) *Prohibitions.* The following shall be deemed a violation of the provisions of this article:

(1) The using, operating or permitting to be played, used or operated any radio receiving set, musical instrument, phonograph or other machine or device for the producing of sound in such manner as to disturb the peace, quiet and comfort of the neighboring inhabitants or at any time with louder volume than is necessary for convenient hearing for the person or persons who are in the room, vehicle or chamber in which such machine or device is operated and who are voluntarily listeners thereto.

(2) The operation of any such radio, musical instrument, phonograph, or other machine or device between the hours of 11:00 p.m. and 7:00 a.m. in such a manner as to be plainly audible at a distance of 50 feet from the building, structure or vehicle in which it is located shall be prima facie evidence of a violation of this article.

(B) *Waiver.*

(1) Provided, however, that the city council hereby finds and declares that it is in the best interests of the general public and welfare that subsection (A) be waived from time to time upon proper consideration of the facts and circumstances surrounding certain events to be held at public-use facilities.

(2) The city council may waive the above provisions so as to permit the use, operation, or playing of any such radio receiving set, musical instrument, phonograph, or other machine or device for the production of sound at any fully enclosed, public-use facility during the hour from 11:00 p.m. to 12:00 a.m. (midnight); upon the application of any eligible organization or individual.

(3) At such time as any individual or organization makes application for the use of a city-owned facility, the application shall specify whether such waiver is requested. As to any other public use facility, the application for a waiver may be made to the city clerk. At the next occurring regularly scheduled city council meeting, the city council shall consider the application and the relevant surrounding facts and circumstances and shall determine whether or not it is in the general public interest to grant the said one-hour waiver.

(4) The relevant surrounding facts and circumstances upon which such determination shall be based shall include (but not be limited to) the following items:

(a) If an organization, the nature and purpose of the organization;

(b) The purpose of the function for which the waiver is requested; and

(c) The prior experience of the city in its contacts and dealings with the requesting individual or organization.

(Ord. 3193, § 1, passed 2-25-2002; Ord. 3387, § 1(19-73), passed 10-24-2005)

## **28-1322. Disturbing the peace; penalty.**

- (1) Any person who shall intentionally disturb the peace and quiet of any person, family, or neighborhood commits the offense of disturbing the peace.
- (2) Disturbing the peace is a Class III misdemeanor.

**Source:** Laws 1977, LB 38, § 306.

### **Annotations**

A school security officer or campus supervisor may be a victim of disturbing the peace. *In re Interest of Elainna R.*, 298 Neb. 436, 904 N.W.2d 689 (2017).

The State cannot constitutionally criminalize speech under this section solely because it inflicts emotional injury, annoys, offends, or angers another person. But speech can be criminalized under this section if it tends to or is likely to provoke violent reaction. *State v. Drahota*, 280 Neb. 627, 788 N.W.2d 796 (2010).

Under subsection (1) of this section, the definition of breach of the peace is broad enough to include the offense of disturbing the peace; it signifies the offense of disturbing the public peace or tranquility enjoyed by citizens of a community. The term "breach of the peace" is generic and includes all violations of public peace, order, or decorum, or acts tending to the disturbance thereof. Provocative language consisting of profane, indecent, or abusive remarks directed to the person of the hearer may amount to a breach of the peace, and such language constitutes "fighting" words, which are not constitutionally protected forms of speech. *State v. Broadstone*, 233 Neb. 595, 447 N.W.2d 30 (1989).



CITY OF BELLEVUE

APPLICATION FOR EVENT LICENSE

The undersigned hereby makes application to conduct or operate a carnival, show, temporary amusement park, or music concert in the City of Bellevue, Nebraska, under the provisions of City Code Sections 5-36 thru 5-40, and hereby submits the following facts in support thereof:

Date: 8-10-21

APPLICANT NAME: Kevin Power ADDRESS: 108 Fox Meadow Ct.

PHONE #: 402-960-2579 EMAIL ADDRESS: kpc@kpc-inc.com

CORPORATION (Name/Address): NA

CORPORATION OFFICERS: NA

PROPOSED ACTIVITY: 8th Annual Private Charity Event to raise donations for Bellevue Food Bank

DAY/DATE OF PROPOSED ACTIVITY: Saturday / 7-24-21

LOCATION OF PROPOSED ACTIVITY: Same as above

HOURS OF OPERATION: 7-11 pm for live music...

WHAT PROVISIONS, IF APPLICABLE, HAVE BEEN MADE FOR THE FOLLOWING:

- 1. Sanitary Facilities: House
2. Running Water: House
3. Power: House
4. Parking: Neighborhood streets & driveways - All neighbors in Fox Meadow development attend...
5. Insurance: Personal Home Insurance

(Please provide Certificate of Insurance Naming City of Bellevue as Additional Insured)

Please address any specific requests of the Police/Parks/Streets Departments on the 2nd page.

I guarantee to the City of Bellevue that the premises will be cleaned and inspected following the above listed event on the day(s) indicated and, after inspection by the City, we will meet any additional responsible requests of the City of Bellevue as to the cleaning of the premises. For equal opportunity enjoyment for all individuals, I guarantee that all events will meet the legal requirements outlined in the American with Disabilities Act (ADA) and its amendments to prevent discrimination and enable individuals with disabilities to participate fully in all aspects of the event. I understand the \$50.00 event fee is a NON-REFUNDABLE APPLICATION FEE

Signature of Applicant: [Handwritten Signature]

FOR CITY OFFICE USE ONLY:

Notice of Hearing published in a legal newspaper on City Council hearing date:

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

14b.  
7/6/2021

COUNCIL MEETING DATE: 07/06/2021		SUBMITTED BY: Jim 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 checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Commemorative Naming of Everett Park's tennis court.

SYNOPSIS/BACKGROUND:

Bill Batchelor dedicated over 30 years of his time and energy instructing Bellevue youth in teaching summer tennis lessons along with numerous tournaments. See attached correspondence from Mr. Tom Deall.

FISCAL IMPACT: 150.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

City Administration supports the request to name Everett Parks tennis court: Bill Batchelor Tennis Courts.

ATTACHMENTS:

- Tom Deall
- 
- 
- 
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

## Jim Ristow

---

**From:** thomas deall <bfdeall61@yahoo.com>  
**Sent:** Thursday, June 17, 2021 8:03 PM  
**To:** Bree Robbins; Bree Robbins  
**Cc:** Jim Ristow; Jim Shada; Doug Clark; Annie Mathews  
**Subject:** Re: Bill Batchelor Tennis Courts - Next Steps - IMPORTANT

Bree,

Thank you for the update. I'll be there July 6.

Blessings

Tom

Sent from Yahoo Mail on Android

On Wed, Jun 16, 2021 at 9:35 AM, Bree Robbins  
<bree.robbs@bellevue.net> wrote:

All:

I have received the following information from Tom Deall regarding the request to rename the tennis courts at Everett Park in remembrance of Bill Batchelor.

Pursuant to City Code 28-171 the following information was required and the responses to the questions are in RED:

1. The requested commemorative name: Bill Batchelor Tennis Courts
2. The existing facility/tennis court name: Everett Park
3. Any information regarding the signage or plaques: Posting a sign that says - **Bill Batchelor Tennis Courts**

See attached information originally received from Mr. Deall as well.

At this time, the next step is for the Public Works Director (Doug Clark) to review the request. If Doug recommends the project to move forward he can send that confirmation to Jim Ristow via email and then it will be reviewed by the City Administrator (Jim Ristow). If Jim recommends that the project move forward, he will send a written recommendation to the City Council (in the form of a Cover Sheet, with the original request and

this email) to the City Council for approval or denial. At the City Council meeting, we will need to do it under Public Hearings On Matters Other Than Ordinances and open it up for public hearing prior to the vote.

This should be able to be on the July 6<sup>th</sup> City Council Agenda. Doug/Jim – let me know if you need anything from me on this item.

Bree Robbins

***Bellevue City Attorney***

1500 Wall Street

Bellevue, NE 68005

(402) 682-6156 - Office

(402) 293-3058 - Fax

Confidentiality Notice: 18 U.S.C. 2510 et seq. provides federal criminal and civil penalties for the unauthorized reading of this e-mail if you are not the intended recipient.



Tom Deall  
Owner/operator

---

Chick-fil-A Bellevue  
2016 Cornhusker Road  
Bellevue Nebraska 68123  
Business: (402) 292-2337 Cell: (478) 951-1673  
03027@chick-fil-a.com

City Council Members  
City of Bellevue  
1500 Wall Street  
Bellevue, Nebraska 68005

April 30, 2021

Dear Council Members,

This serves to officially request the naming of the tennis court at Everett Park after Bill Batchelor as a source of recognition, inspiration and commitment to development of future generations.

Despite having served in the military for more than 26 years, served on numerous committees and now with the Bellevue Chamber of Commerce for more than five years, this is the first time that I've asked to name a site after someone. However, the extraordinary committed life of Bill Batchelor demands such an action, such recognition and such a naming.

In choosing to move forward with the request, it's important to recognize that the individual not only served his or her community well but also set a standard for which all should and must strive to emulate. To understand such a commitment, I want to share an email from a classmate of Bill's going back more than 50 years received by his family after news of his passing on May 1, 2020.

She writes:

"Hello to Bill's family. You never know what will bring back memories. I thought you'd like to know about this memory and have a picture – an OLD picture – of Bill.

I grew up in Omaha and went to Harrison School only through the middle of second grade. I recently received an email from a childhood friend who has remained a friend through high school, college, and adulthood. Neither of us have lived in Omaha since we went off to college in 1962. But we have Omaha roots.

She had been reading an article in the New York Times about bullying. Here is her email, written to several people who had grown up in the Harrison area.

'It brought to mind a grade school boy I knew at Harrison School in Omaha: Bill Batchelor ("Billy" back then). He was very popular, very cute, a great athlete and a defender of people being bullied. I hadn't thought of him for sixty-five years, but reading the article made me

remember him. He was always the captain of one of the teams when we played softball and he always chose the worst players first; the ones who were otherwise the last chosen.

I was one of those untalented players and was desperately grateful to him. And now, sixty-five years later, the thought of him brings tears to my eyes. So, I searched for him on the internet and through the Omaha World Herald and discovered he died this May first. He had been a Lt. Col. in the USAF at Offutt Air Base, had a bachelor's degree from Cornell College and an MBA from the University of Iowa and was an avid tennis player and teacher.

The obituary offered an opportunity to plant a tree in his memory by the American Forests Organization in an area of greatest need, which I did. It made me very happy to remember someone so kind in this time of rampant bullies.”

This defines Bill Batchelor and this is the Bill people have known since he was six years old. Moving forward, after retiring, he did not find a position on base or with a military contractor or open a business. Rather, he chose to continue what he started sixty-five years ago and give his time and energy to youth and his community.

Bill worked with the City of Bellevue's Recreation Department for 30 years organizing and teaching the summer tennis lesson programs and worked to organize numerous tournaments. He worked age ranges spanning from six years old to adults and over his 30+ years committed to the tennis programs, it is estimated he impacted nearly 5,000 individuals, primarily young people in our community.

The United States Tennis Association published the following article remembering Bill:

# Remembering Bill Batchelor

Andrea Gallagher | May 12, 2020

Longtime tennis instructor Bill Batchelor passed away May 1 at the age of 76. Batchelor was a tennis instructor for more than 30 years, and it's estimated he taught the game to around 5,000 people over the years, according to Jim Shada.

“Bill taught tennis lessons at Offutt Air Force Base and the City of Bellevue's Department of Recreation,” Shada said. “His love for the game influenced thousands of people to learn and enjoy the great game of tennis.”

Shada is the Bellevue Parks and Recreation Director and worked alongside him for many years. He said Batchelor started the Learn to Play Tennis Lesson Program, as well as the Winter Indoor Tennis Tournament, where the city partnered with Offutt Air Force Base.

“Bill was terrific to work with, he told me what we needed to do to grow the game of tennis and the City of Bellevue and myself would strive to make it happen,” Shada added. “He was a true professional and wonderful to work alongside of.”

Batchelor’s daughter, Sara McArdle, is a 5.0 USTA player. She played college tennis at Missouri Western State College and the University of Nebraska-Omaha. She said her dad taught her the mental side of tennis, and credits him for her emotional discipline on the court. Some of her best memories are playing mixed doubles with her dad in national tournaments.

“We competed in six national USTA father/daughter championship tournaments coast to coast,” she said. “We made several appearances in the hard court championships in Palm Springs and San Diego. We competed at the indoor in Barrington, IL, grass in Boston, and the clay in West Palm Beach, Florida. We liked to joke saying we were ‘on tour’. We ended our father-daughter ‘tour’ with a #7 national ranking.”

McArdle said her dad would always put a positive spin on everything, and wanted to see people enjoy the game.



It wasn't about being a top athlete but enjoying the game and getting others involved.

"My dad was a fantastic coach and always wanted to see his students succeed. Anytime he played points or games against someone who was still learning the game, he would make sure they won points and felt successful."

Batchelor's love for tennis started at Benson High School in Omaha and continued at Cornell College in Iowa. After joining the U.S. Air Force, he played in tournaments in Europe, Hawaii and Colorado. He leaves behind his wife, Karen, and three daughters, Kristi, Sara and Lisa.

I am prepared to make a full presentation to the council regarding this request with the clear understanding that this letter comes with the support and endorsement by Mayor Rusty Hike, Chamber President Kevin Hensel, Bellevue Chamber of Commerce Executive Board and the Bellevue Chamber of Commerce Board. I am also open to discussing any related costs associated with such a request.

With respect I thank you for your time and consideration.

---

Thomas A. Deall  
Marriage and Family Therapist  
Deacon, Roman Catholic Church  
Colonel, US Air Force, Retired  
Owner/operator, Chick-fil-A Bellevue, Nebraska  
Executive Board of Directors, Bellevue Chamber of Commerce

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 07/06/2021	SUBMITTED BY: Doug Clark, Public Works Director	Epiphany Ramos, Wastewater & Solid Waste Superintendent
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 No. 2021-20, Amendment to Master Fee Schedule

SYNOPSIS/BACKGROUND:

On September 25, 2017, City Council approved the Franchise Agreement with Waste Connections of Nebraska, Inc. dba Papillion Sanitation for the collection, transfer, and delivery of residential solid waste, recyclable materials and yard waste. Final unit costs have been determined and are outlined in Resolution 2021-20 amending the Master Fee Schedule. The Resolution also amends the Master Fee Schedule to add fees for street/alley vacation. The addition of the street/alley vacation fees will offset the City's associated costs and will bring the City in line with fees charged by other local municipalities.

FISCAL IMPACT: \$514,653.60 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Waste Connections of Nebraska, Inc. INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: Franchise Agreement Addendum

CONTRACT EFFECTIVE DATE: 07/06/2021 CONTRACT TERM: CONTRACT END DATE: 04/30/2023

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: ACCOUNT NUMBER: 10-17-4018 (Solid Waste Collection); 10-10-4060 (Miscellaneous Permits & Fees)

RECOMMENDATION:

City Council approve and authorize the Mayor to sign Resolution No. 2021-20 to amend the Master Fee Schedule to set the solid waste collection, recycling and yard waste fees for the Solid Waste contract and to add fees for street/alley vacation.

ATTACHMENTS:

- Resolution 2021-20 Master Fee Schedule (clean)
- Street/alley vacation memo
- Solid Waste memo
- Master Fee Schedule (red-line version)
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SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*City Manager*  
*[Signature]*  
*[Signature]*

**RESOLUTION NO. ~~2021-04~~ 2021-20**

**WHEREAS**, the Bellevue City Council passed and adopted the code of the City of Bellevue, Section 11-120 of Article VII, which provides for a Master Fee Schedule for various permits, fees and taxes to be collected by the City of Bellevue, and

**WHEREAS**, the code of the City of Bellevue, Section 11-120 of Article VII, provides that the Master Fee Schedule may be established and amended by resolution of the Bellevue City Council, and

**WHEREAS**, the Bellevue City Council has determined that the Master Fee Schedule established by Resolution 2009-04, passed March 9, 2009, shall be amended from time to time to fix various fees and taxes for goods and services provided by the City, and

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Bellevue that Resolution 2009-04 establishing the Master Fee Schedule, and last amended by Resolution No. ~~2021-03~~ 2021-04 passed ~~January 19, 2021~~ February 2, 2021, is amended as follows:

**MASTER FEE SCHEDULE**

**BUILDING & USE FEES**

Arterial Street Improvement Program (“ASIP”) fees:

1. For all new agricultural construction, including single family dwellings and buildings for uses permitted in the Agricultural District, a fee of \$1,500.00 shall be charged at the time the building permit is issued.
2. For all the new residential construction, including single family dwellings, town homes (per living unit), and duplexes (per living unit), a fee of \$1,500.00 shall be charged at the time the building permit is issued.
3. For new mobile home pads, a fee in the amount of \$1,000.00 per unit shall be charged when the site is permitted.
4. For new multi-family residential construction, a fee in the amount of \$5,000.00 per development acre shall be charged when the building permit is issued.
5. For new civic, office and commercial use type construction, as defined in the City of Bellevue’s Zoning Code, a fee in the amount of \$5,000.00 per development acre (as such term is defined in Bellevue City Code Section 28-179) shall be charged when the building permit is issued.
6. For new industrial construction, a fee in the amount of \$1,000.00 per development acre shall be charged when the building permit is issued.

**Building Permit**

Building, Plumbing, Mechanical  
Electrical and Grading

1997 Uniform Administrative Code fees as amended

Penalty Fee

4x regular permit fee

**BUILDING & USE FEES (Continued)**

Refund Policy Up to 80% in accordance with Section 304.6 of the 1997 Uniform Administrative Code;  
NO refund will be given after 180 days

Pre-connect deposit fees \$500  
Penalty Fee 2<sup>nd</sup> revocation \$1,500  
Penalty Fee 3<sup>rd</sup> revocation \$5,000

Papio Creek and South Sarpy Watershed Partnership Fees  
(Effective July 1, 2018 – June 30, 2019)

Residential – up to a four plex \$954 per dwelling unit  
Multi-family – greater than a four plex \$4,197 per gross acre  
Commercial and Industrial \$4,842 per gross acre

These fees shall apply to the issuance of building permits for new development and significant redevelopment of property in the Papio Creek and South Sarpy Watersheds, as provided for in the Papio Creek Watershed Partnership Agreement and the South Sarpy Watershed Partnership Agreement. Developing subdivisions platted prior to 2009 shall be exempt from the collection of Watershed Fees.

Plan Review Fee (New Construction)

Commercial 25% of building permit fee

Demolition of Building Permit (\$25,000 bond for each)

Residential accessory structures  
less than 1200 square feet \$40

One- and two-family dwellings Determined by total cost of contract  
as calculated from Table 3-A of the  
1997 Uniform Administrative Code

Non-residential structures Determined by 40% of Sarpy County  
assessed value and calculated from Table 3-A of  
1997 Uniform Administrative Code

Building Moving Permit (120 sq. ft. or greater) \$25

Sheds Shed based on the 1997 Uniform Administrative  
Code fees as amended by ordinance.

**FIRE ALARM/FIRE EXTINGUISHING SYSTEM FEES**

Smoke Detectors (low voltage)	\$ 1.10 each
Pull Stations	\$ 1.10 each
Heat Detectors	\$ 1.10 each
Water Flow Switches	\$ 1.10 each
Tamper Switches	\$ 1.10 each
Panel/ Circuit Connections	\$ 4.75 each
Remote Annunciators	\$ 1.10 each
Range Hood Fire Extinguishing	\$10.65 each
Issuance Fee	\$23.50 each
Issuing each Supplemental	\$ 7.25 each

**CITY LICENSE – PLUMBING; MECHANICAL; SEWER; CONTRACTOR**

License Fees

Mechanical Master/Master Plumber/ Sewer Layer	\$75 initial/\$75 renewal
Journeyman Plumber/Mechanical Journeyman/ Sheet Metal Journeyman/Mechanical Apprentice	\$25 initial/\$25 renewal
Lawn Sprinkler Contractor/Lawn Sprinkler Installer	\$25 initial/\$25 renewal
Apprentice Plumber	\$25 initial/\$25 renewal
Late Renewal Fees after Expiration of License Master & Journeyman Plumber/Master & Journeyman Mechanical/Sewer Layer/ Lawn Sprinkler Contractor & Installer	\$20 per month or part of/ up to 3 months.
Reinstatement fee for Mechanical, Plumbing, Lawn Sprinkler, Tile Layer Licenses	yearly license fee + late fees X2
Special Master Mechanical/Plumber (1 job only)	\$150
CLASS A General Contractor Unlimited	\$250 per year
CLASS B General Contractor Limited	\$200 per year
CLASS C Residential Contractor Unlimited	\$100 per year
CLASS D Residential Contractor Limited	\$ 75 per year
CLASS E Roofing Contractor Unlimited	\$ 50 per year
Late Contractor Renewal Fees after Expiration of License	
Class A General Contractor Unlimited	\$100/mo. or part of, up to 3 months
Class B General Contractor Limited	\$100/mo. or part of, up to 3 months
Class C Residential Contractor Unlimited	\$50/mo. or part of, up to 3 months
Class D Residential Contractor Limited	\$50/mo. or part of, up to 3 months
Class E Roofing Contractor Unlimited	\$20/mo. or part of, up to 3 months

**CITY LICENSE – PLUMBING; MECHANICAL; SEWER; CONTRACTOR (Continued)**

Reinstatement fee for all Contractor licenses	yearly license fee + late fees X 2
Special Contractor License (1 job only)	
Class A General Contractor Unlimited	\$1,000
Class B General Contractor Limited	\$1,000
Class C Residential Contractor Unlimited	\$ 500
Class D Residential Contractor Limited	\$ 200
Class E Roofing Contractor Unlimited	\$ 100
Decorative Appliance/Gas Log Contractor	\$75 (1-time fee, no renewal fee)
Decorative Appliances/Gas Log Installer	\$25 (1-time fee, no renewal fee)
Water Conditioning Contractor	\$75 (1-time fee, no renewal fee)
Water Conditioning Installer	\$25 (1-time fee, no renewal fee)
In-ground Private Pools Plumbing Permit	\$84.25
In-ground Private Pools Electrical Permit	\$73
Above Ground Private Pools (20' in diameter or larger)	\$25
Single Family Dwelling Roofing Permits (tear off & reroof)	\$40
Single Family Siding Permits	\$25

**CURB CUT AND GRINDING**

Permit fee with curb requiring cut plus the 4' apron on each side done by City or Contractor	\$25 + \$17.50 per sq. ft of cut to 6 ft additional 10% per foot beyond 6 ft.\$25
Extended Permit & Subsequent Extended Permits Winter Charge	\$200 additional 10% for cuts or grinds from November 15 <sup>th</sup> to April 1 <sup>st</sup>
Request for Waiver (sidewalk construction/repair)	\$30

**FIRE AND RESCUE SQUAD FEES**

Basic Life Support, Non-Emergency (BLS)	\$365.00
Basic Life Support, Emergency (BLS-Emergency)	\$650.00
Advanced Life Support, Non-Emergency (ALS)	\$475.00
Advanced Life Support, Emergency Level I (ALS1)	\$750.00
Advanced Life Support, Emergency Level 2 (ALS2)	\$950.00
Specialty Care Transport (SCT)	\$765.00
Treat and Release	\$ 75.00
Mileages (loaded miles)	\$ 15.00
Haz-Mat Fees	Fee based on material, equipment and manpower per call
EMS Patient Care Report	\$ 20.00 handling fee + .50 per page copying fee

**FIRE TRAINING FACILITY FEES**

**\*Fees outlined for use of the fire training facility may be waived or reduced by the Bellevue Fire Chief, with permission/approval from the City Council for good cause shown. If the use of the Fire Training Facility needs to be made prior to the time it can be brought before the City Council for approval, the City Administrator may approve the waiver or reduction of fees for good cause shown.**

<b>Training Tower Only</b>	<b>TMA Fee/Public Fee</b>
Annual Usage	
5-4 Hour Scheduled Events Per Year	\$ 400.00/ \$ 700.00
10-4 Hour Scheduled Events Per Year	\$ 800.00/ \$1,400.00
15-4 Hour Scheduled Events Per Year	\$1,200.00/ \$2,150.00
Hour Rate	
4 Hours	\$100.00/ \$150.00
8 Hours	\$200.00/ \$300.00
1 Gas/Tower Operator	Included/ Included
*Plus Consumable Material Used	

<b>Training Tower and Fire Simulator</b>	<b>TMA/ Public Fee</b>
Annual Usage	
5-4 Hour Scheduled Events Per Year	\$ 800.00/ \$1,950.00
10-4 Hour Scheduled Events Per Year	\$1,600.00/ \$3,900.00
15-4 Hour Scheduled Events Per Year	\$2,400.00/ \$5,850.00
Single Usage	
1-4 Hour Scheduled Event	\$200.00 / \$400
Natural Gas	Included/ Included
1 Gas/Tower Operator	Included/ Included
*Additional Gas Operator	\$25.00 p/h / \$32.50 p/h
*Plus Consumable Material Used	

<b>Rail Car Simulator</b>	<b>TMA Fee/Public Fee</b>
Annual Usage	
5-4 Hour Scheduled Events Per Year	\$ 640.00/ \$ 640.00
10-4 Hour Scheduled Events Per Year	\$1,280.00/ \$1,280.00
Single Usage	
1-4 Hour Scheduled Event	\$160.00 / \$160.00
Natural Gas	Included/ Included
1 Gas/Tower Operator	Included/ Included

**FIRE TRAINING FACILITY FEES (Continued)**

**Confined Space**

**TMA Fee/Public Fee**

Annual Usage

5-4 Hour Scheduled Events Per Year

\$ 800.00/ \$1,450.00

10-4 Hour Scheduled Events Per Year

\$1,600.00/ \$2,800.00

Single Usage

1-4 Hour Scheduled Event

\$200.00 / \$300.00

2 Observers

Included/ Included

**Driving Area**

**TMA Fee/Public Fee**

Annual Usage

5-4 Hour Scheduled Events Per Year

\$400.00 / \$400.00

10-4 Hour Scheduled Events Per Year

\$800.00 / \$800.00

Single Usage

1-4 Hour Scheduled Event Per Year

\$100.00 / \$100.00

1 Observer

Included/Included

Cones

Included/Included

**Extrication Area**

**TMA Fee/Public Fee**

Annual Usage

5-4 Hour Scheduled Events Per Year

\$400.00 / \$400.00

10-4 Hour Scheduled Events Per Year

\$800.00 / \$800.00

Single Usage

5-4 Hour Scheduled Event Per Year

\$100.00 / \$100.00

1 Observer

Included/Included

\*Each Vehicle

\$ 50.00 / \$50.00

**Classroom Area**

**TMA Fee/Public Fee**

Annual Usage:

Contract Bellevue FD Training Site

Single Usage

Room 1

1-4 Hour Scheduled Events Per Year

\$150.00 / \$150.00

10-4 Hour Scheduled Events Per Year

\$300.00 / \$300.00

Room 2

1-4 Hour Scheduled Events Per Year

\$100.00 / \$100.00

10-4 Hour Scheduled Events Per Year

\$200.00 / \$200.00

Room 3

1-4 Hour Scheduled Events Per Year

\$100.00 / \$100.00

1-8 Hour Scheduled Events Per Year

\$200.00 / \$200.00

**FIRE TRAINING FACILITY FEES (Continued)**

Rooms 1, 2 and 3	
1-4 Hour Scheduled Events Per Year	\$300.00 / \$300.00
1-8 Hour Scheduled Events Per Year	\$600.00 / \$600.00
Available AV Equipment	Included/Included
Chairs	Included/Included
Janitorial Fee	Included/Included

**Entire Training Site**

**TMA Fee/Public Fee**

Annual Usage	Contact Bellevue FD Training Site
Single Use:	
1-4 Hour Scheduled Events Per Year	\$ 600.00 / \$ 600.00
1-8 Hour Scheduled Events Per Year	\$1,200.00 / \$1,200.00

**FIRE INSPECTION FEE SCHEDULE**

Hospitals:

50 Beds or Less	\$ 50.00
51 – 100	\$100.00
101 and Up	\$150.00

Health Care Facilities

50 Beds or Less	\$ 50.00
51 – 100	\$100.00
101 and Up	\$150.00

Hospital and Nursing Home Revisits

\$50.00 up to one hour  
\$25.00 for each additional ½ hour  
NOT TO EXCEED \$150.00

Liquor Inspections:

Non-Consumption Establishment	\$50.00
Consumption Establishments	\$75.00
Revisits for either	\$50.00

Child Care Inspections:

1 to 8 Children	\$40.00
9 to 12 Children	\$50.00
13 or More Children	\$60.00
Revisits for any of the above	\$40.00

Foster Care Inspections:

Initial Inspection	\$20.00
Revisit Inspection	\$20.00

Investigative Reports:

Fee for Reports	\$3.00 plus actual cost of printing
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**CODE ENFORCEMENT FEES**

Seasonal Grass Mowing (required within a 12-month period commencing Jan. 1 of each year)

1st mowing	\$200/min/hour + \$50 Admin fee
2nd mowing	\$400/min/hour + \$50 Admin fee
3rd or subsequent mowing	\$600/min/hour + \$50 Admin fee

**CODE ENFORCEMENT FEES (Continued)**

Snow Removal

1 <sup>st</sup> removal	\$100/min/hour + \$50 Admin fee
2 <sup>nd</sup> removal	\$200/min/hour + \$50 Admin fee
3 <sup>rd</sup> removal	\$300/min/hour + \$50 Admin fee

General Clean-up (includes junk, litter, concrete, building materials, tires, furniture, appliances, dog/cat waste, or similar)

Small	\$300/min/hour + \$50 Admin fee
Large	\$500/min/hour + \$50 Admin fee

Trees and Brush (does not include contracted tree removal that would include jobs beyond the expertise of city crews)

Small	\$300/min/hour + \$50 Admin fee
Large	\$700/min/hour + \$50 Admin fee

Graffiti removal \$200/min/hour + \$50 Admin fee

Application Fee for Nuisance Violation Hearing \$35

**POLICE RANGE TRAINING FACILITY**

Facility may only be utilized by approved law enforcement agencies at the availability of a Bellevue Police Firearms Instructor; each request must be reviewed and/or modified and approved by the Chief of Police

\$100/hour

**GRADE PERMIT FEES**

10 acres or less	1997 Uniform Administrative Code Fees as amended + \$750 NPDES Fee
More than 10 acres	1997 Uniform Administrative Code Fees as amended + \$1,250 NPDES fee

**ZONING FEES**

Comprehensive Plan Amendment	\$ 500
Change of Zone	
less than 1 acre	\$ 175
1-5 acres	\$ 325
over 5 acres	\$ 525
Zoning Text Amendment	\$ 250
Subdivision Text Amendment	\$ 250
Conditional Use Permit	
1 acre or less	\$ 175
more than 1 acre	\$ 325
Conditional Use Permit Amendment	
1 acre or less	\$ 175
more than 1 acre	\$ 325
Administrative Review of Wireless Antennas	\$ 150
Preliminary Platting	\$1,000 + \$10 per lot
Final Platting	\$ 600 + \$5 per lot
Revised Preliminary Plat	\$1,000 + \$10 per lot
Extension of Date for Preliminary & Final Plats	\$ 200
Small Subdivision Plat	\$ 250 Administrative Approval + \$ 300 City Council Approval
Vacation of Plat	\$ 150
Board of Adjustment Application	\$ 250
Sign Permit (by size of sign)	
35 square feet or less	\$ 40
36 – 75 square feet	\$ 80
76 – 150 square feet	\$150
151 – 300 square feet	\$200
Over 300 square feet	\$300
Awnings	\$ 4.00/100 square foot of vertical projected area of awning or fraction thereof; \$40 minimum
Design Review Board Hearing Request	\$ 250
Application for Hearing/Hard Surface Parking Comm.	\$ 50

**SMALL WIRELESS FACILITIES (SWF) FEES**

All permits necessary to deploy including but not limited to excavation, electrical, and building permit (s).	\$500.00 per application containing as few as one (1) and up to five (5) SWF \$100.00 for each additional SWF
An application of a new, modified, or replacement utility pole or support structure intended to support one or more SWF's and the associated SWF.	\$250 per pole or structure

## **OCCUPATION TAXES**

### Liquor License Occupation Taxes & Fees

(Annual fee in addition to State License Fees)

Class A Liquor License Holder	\$200
Class B Liquor License Holder	\$200
Class C Liquor License Holder	\$600
Class D Liquor License Holder	\$400
Class I Liquor License Holder	\$500
Class K Catering	\$200
Class L Craft Breweries	\$500
Class Y Farm Winery License Holder	\$500
Special Designated Permit	\$ 40/day
Transfer of Liquor License to Another Location	\$ 25 processing fee
Addition to Currently Licensed Premises	\$ 25 processing fee
Publication Charges	\$ 15
Natural Gas Distributors	3 % of Annual Gross
Telephone Companies Occupation Tax (includes land lines, wireless, cellular, & mobile)	6.25% of gross receipts
Hotel Operators Occupation Tax	5.5% of gross receipts
Music, Vending, & Amusement Machines	
Musical Machine for Profit	\$ 25/machine + \$100/year distributor
Tobacco	\$ 25/machine
Electronic Video/Mechanical	
Amusement Machine for Profit	\$ 25/machine + \$100/year distributor
Merchandise Vending Machine for Profit	\$ 5.00/machine + \$75/year distributor

## **OTHER FEES**

Arborist	\$ 75 initial/\$50 renewal
Barricades	
Rental Deposit Fee	\$ 50/barricade/day
Construction Use	\$ 50/barricade/day (5 days maximum)
Beekeeping Permit	\$ 20
Bicycle License	\$ 2
Bus Bench Permit	\$ 75/per bench
Cemetery:	
Open/Close Fees: (includes Pre-Pay)	\$ 850 Full Size \$ 450 Cremains \$ 400 Infant \$ 275 Niche
Saturday Funeral (extra charge)	\$ 100
Winter Funerals (extra charge) (December 1 – March 1)	\$ 40

**OTHER FEES** (Continued)

Other Fees:	\$ 10 Stone Setting Permit \$ 100 Government Marker setting fee \$ 50 Attach VA Marker to Niche Door
Disinterment Fees:	\$1,100 Full size \$ 600 Cremains \$ 555 Infant
Grave Spaces:	\$ 800 Full Size \$ 125 Infant \$ 800 Niche
Green Burial Space:	\$1,600 Full Size (includes marker)
In-Ground Cremation Space:	\$ 900 (includes marker)
Scattering Garden:	\$ 400 (includes brass plaque)
Commemorative Street Application Fee	\$25
Dog, Cat & Pot-Bellied Pig Fees (Collected by NE Humane Society-not City of Bellevue)	
Dog/Cat License (Annual Fee)	\$5 each if spayed/neutered, (no charge for owners age 65 and older) \$15 each if not spayed/neutered (\$5 of fee held in trust for owner and refunded if proof of sterilization shown within 6 months)
Pot-bellied Pig License (Annual Fee)	\$35
Dog, Cat, & Pot-bellied Pig License Handling Fee (if not applied for in person)	\$5
Dog, Cat, & Pot-bellied Pig License Replacement if Lost	\$ 0.50
Dog, Cat Pet Advocacy Permit	Obtained thru the NE Humane Society \$100 for initial permit \$50 annual renewal fee
Dog, Cat, & Pot-bellied Pig Capture and Confinement Fee	\$13/per day Kennel Fee 1 <sup>st</sup> impoundment \$30 2 <sup>nd</sup> impoundment \$60 3 <sup>rd</sup> impoundment \$100
Vaccination Fee	\$20 (in trust and refunded upon proof of vaccination within 9 months)
Purchase of Unclaimed Animal Fee	Nebraska Humane Society Adoption Fee plus license fee
Kennel License (if allowed by zoning)	\$100/year

**OTHER FEES** (Continued)

Dog & Cat License Late Charge	Double applicable license fee
Pot-bellied Pig License Late Charge	\$50
Feral Cat Colony Caretaker Permit Fee (Collected by NE Humane Society- <i>not</i> City of Bellevue)	\$25
Election Filing Fee	1% of Annual Salary of Position (per State Statute)
Farmers Market Fees (City-Run)	
Season Vendor	\$200 per season
Electricity	\$ 25 per outlet per season
Weekly Vendor	\$ 10 per week
Electricity	\$ 2 per outlet per week
Farmers Market – Privately Operated on City Property (with prior City approval of application) Season Operator Fee (electricity included)	\$0
Fireworks Annual License Fee (Non-Profits Only)	\$ 600 + \$1,000 bond
Fireworks Annual Distributor or Jobber License Fee	\$1,000
Hen Permit Fee (Five Year)	\$25
Ice Cream Vendor Fee	\$50 per person
Ice Cream Vehicle Inspection Fee	\$25 per truck
Mini-Bus	\$ 2 each way per trip in town \$ 4 each way per trip out of town
Opening Burning Permit	\$10 (per State Statute)
Parking Ticket Fee	
If paid within 7 days of violation due	\$5/\$10/\$25
If paid after 7 days but within 30 days	Fine Doubles
Pawnbrokers Permit Fee	\$50/year and \$5,000 surety bond
Pet Store and/or Grooming Shop License	\$50/year
Transfer of Ownership	\$ 5
Returned Check (NSF) & Returned ACH Transaction Fee	\$25

**OTHER FEES** (Continued)

Temporary Business Licenses:

Seasonal Merchant	\$25 license valid for 1 month \$50 license valid for 4 months \$15 one-month extension – maximum of two (2) one-month extensions <b>ONLY</b> applies to 4 month license
Itinerant Merchant/Peddlers/Solicitor/ Street Vendor/Transient Merchant	\$50/day/person or \$300/year/person plus Certificate of Insurance naming City as Additional Insured + \$10 non-refundable processing fee to be certified to license fee issued
Carnival/Circus/Public Amusement Show/ Music Concert/Temporary Amusement Park	\$50/event to be paid by event organizer or sponsor + \$10/day, or portion thereof, for each ride, show, tent, booth, concession stand, etc., when in operation and open to the public

Tobacco License \$15 license fee per State Statute + \$10 administrative fee

Trash and Recycling Residential Collection Fee, effective ~~June 1, 2020~~ July 1, 2021

~~\$14.59~~ **\$14.99** per month, per residence for 35-gallon service  
~~\$17.69~~ **\$18.19** per month, per residence for 65-gallon service  
~~\$20.69~~ **\$21.19** per month, per residence for 95-gallon service  
 \$15.00 for each bulky item pick up  
 \$2.00 for each one-half (1/2) cubic yard extra material, not to exceed 25 pounds  
 \$1.00 for each extra bag of material, not to exceed 13 gallons or 25 pounds  
**\$9.30 for each additional cart**

Tree Damage

Tree DBH (Diameter at Breast Height)	
Up to 4"	\$ 600
>4" to 8"	\$ 850
>8" to 12"	\$1,340
>12" to 16"	\$2,370
>16" to 20"	\$3,700
>20" to 24"	\$5,300
>24" to 28"	\$6,700
Over 28"	\$6,700 + \$500 for every inch over 28"

**OTHER FEES** (Continued)

Limb Circumference	
Up to 4”	\$350
>4” to 8”	\$500
>8” to 12”	\$700
Vehicle Impoundment Fees	
Tow Fee	\$80/\$75 for motorcycles
Storage Fee	\$20/per day
Storage for Victimless Incidents – City lots	\$20/day outside; \$40 day inside
Administration Fee	\$30
Extraordinary tows (i.e. flatbed and accident clean up)	Per towing company contract
Street/Alley Vacation	
Application Fee	\$50
Administrative Fee	\$300

**PUBLIC RECORDS**

Audio Tapes, Video Tapes or CD/DVD	\$10 per tape, CD, DVD, or other media
Comprehensive Plan	\$50
Zoning Map	\$ 5
Zoning Ordinance w/Map	\$25
Subdivision Regulations	\$15
Bellevue City Maps 200E3	\$0.75 - \$20 depending upon size (price range for all maps, plats, etc., reproduced by Public Works)
Fire Report	\$50
Police Report	\$10
Police Photos	
(Digital)	\$20 per CD
35 mm photos	\$20 per roll
Certification by City Clerk	\$5 certification fee + cost of copies
Records Search Fee (paper or electronic)	\$5 per request
Copy Fee	\$0.25 per page

If the estimated cost of any public records request is more than fifty (50) dollars, the City may require the requester to furnish a deposit prior to fulfilling such request. “A special service charge reflecting the calculated labor cost may be included in the fee for time required in excess of four cumulative hours since that large of a request may cause some delay or disruption of the other responsibilities of the custodian’s office, except that the fee for records shall not include any charge for the services of an attorney to review the requested public records seeking a legal basis to withhold the public records from the public.” (R.R.S.84-172)

## **ALARM SYSTEMS/FALSE AND NUISANCE ALARMS**

Registration Fee for Alarm System	\$25
Renewal Fee for Alarm System	\$25
Late Registration Charge	Double

False Alarm Fee for any false alarm generated by the registrant's alarm system, a fee in accordance with the following schedule (from 1 January through 31 December of each year) shall be charged:

Number of False/Nuisance Alarms	False/Nuisance Alarm Charge
1	No Charge
2	\$125
3	\$250
4	\$275

## **LIBRARY FEES**

### Membership

Non-resident Membership, Semi-Annual (Family)	\$20
Non-resident Membership, Annual (Family)	\$40
Non-resident Student Fee, Annual	\$10
Replacement of Lost Card	\$ 1

### Fines:

Books, Audio Books, CD's, DVDs	\$0.10/day
USB Language Kits, Watt Detectors	\$1/ day
Leisure Passes	\$5 for replacement

### Interlibrary Loan:

Postage	\$3 per item
Lost Interlibrary Loan Items	Price set by lender

### Proctor Fees

Prints	\$0.10/page (single sided)
Postage	\$3 per item

### Lost Items

Replacement cost of item (or purchase like item as replacement)

### Damaged Items

Damage cost assessed up to full value of item

**LIBRARY FEES** (Continued)

Materials Processing

Replacement of Materials \$2 per item (for replacement of hubs, spine labels, book covers, plastic inserts for books on CD, clear hanging bags, music CD Cases, CD and DVD locks, DVD cases, AV inserts)

Replacements for Books on CD Cases \$ 8 for small, \$ 9 for medium, \$ 10 for large

Copier/Printer Rates

Black & White Copies/Prints \$0.10/page (single sided)

Color Prints \$0.50/page (single sided)

**RECREATION FEES**

100% BEFORE first day

Reed Center – Rental

\$325 – Friday/Sunday

\$375 – Sunday

\$175 – Non profit

Field Rentals

\$ 30 per hour light fee +

\$175 per day

\$200 per day – non-resident

Jr. T-Ball

\$25

T-Ball/Coach Pitch

\$35

Baseball/Softball

\$40

Adult Softball – Church League

\$60

Baseball/Softball Spring Training

\$10

Tennis Lessons

Juniors \$20

Adults \$25

Swimming Pools:

Swimming Lessons \$35

Swimming League \$35

Daily Swim Fee

Youth (18 - Under) \$3.00

Adult (19 & Over) \$5.00

Wading Pool (2 year – Adult) \$2.00

Seniors (55 & Over) Free

Pool Parties

Pool Rental Fee \$100

Lifeguard Fee \$ 40

\*Bellevue residents pay the lower fee

Track Club	\$35
Youth Sports Camp	\$30 single session \$40 both sessions
Youth Lacrosse Camp	\$30
Youth Soccer League	\$40
Youth Flag Football League	
Spring	\$35
Fall	\$35
Historic Presbyterian Church Rental Fee	\$375

**SEWER CONNECTION FEES**

Residential	
Single Family Dwelling (includes manufactured/ modular/mobile homes)	\$ 900
Duplex	\$1,600
Multiple Family	\$ 700 per unit
Commercial/Industrial	\$3,900 per acre, minimum \$1,950 based on the building footprint
Sewer Tap Inspection Fee	
Service Line (all sizes)	\$118
Re-inspection Fee (after two inspections)	\$ 47

**TAX INCREMENT FINANCING (TIF) FEES**

Application Fee	\$ 500
Processing Fee	\$3,000
Administrative Fee (upon approval of redevelopment plan based on requested TIF principal amount)	
TIF principal amount:	
First \$500,000	None
Next \$1,500,000	1.5%
Next \$2,000,000	1%
No fees of TIF amounts over \$4,000,000	

The maximum fee as a result of this section is \$42,500. By way of illustration, the fee on a loan with a TIF principal amount of three million dollars is \$32,500, which is calculated by taking one and one-half (1.5) percent of the amount between a half million and two million (\$22,500) and one percent of the next million dollars (\$10,000).

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Bellevue City Council of the City of Bellevue, Nebraska that ~~is this Master Fee Schedule approved by Resolution 2021-03 and this Resolution herein~~ shall become effective on ~~January 19, 2021~~ the 6th day of July, 2021 ~~and shall have not further retroactive effect.~~

PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

**CITY OF BELLEVUE**

\_\_\_\_\_  
Mayor

ATTEST:

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

**RESOLUTION NO. 2021-20**

**WHEREAS**, the Bellevue City Council passed and adopted the code of the City of Bellevue, Section 11-120 of Article VII, which provides for a Master Fee Schedule for various permits, fees and taxes to be collected by the City of Bellevue, and

**WHEREAS**, the code of the City of Bellevue, Section 11-120 of Article VII, provides that the Master Fee Schedule may be established and amended by resolution of the Bellevue City Council, and

**WHEREAS**, the Bellevue City Council has determined that the Master Fee Schedule established by Resolution 2009-04, passed March 9, 2009, shall be amended from time to time to fix various fees and taxes for goods and services provided by the City, and

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Bellevue that Resolution 2009-04 establishing the Master Fee Schedule, and last amended by Resolution No. 2021-04 passed February 2, 2021, is amended as follows:

**MASTER FEE SCHEDULE**

**BUILDING & USE FEES**

Arterial Street Improvement Program (“ASIP”) fees:

1. For all new agricultural construction, including single family dwellings and buildings for uses permitted in the Agricultural District, a fee of \$1,500.00 shall be charged at the time the building permit is issued.
2. For all the new residential construction, including single family dwellings, town homes (per living unit), and duplexes (per living unit), a fee of \$1,500.00 shall be charged at the time the building permit is issued.
3. For new mobile home pads, a fee in the amount of \$1,000.00 per unit shall be charged when the site is permitted.
4. For new multi-family residential construction, a fee in the amount of \$5,000.00 per development acre shall be charged when the building permit is issued.
5. For new civic, office and commercial use type construction, as defined in the City of Bellevue’s Zoning Code, a fee in the amount of \$5,000.00 per development acre (as such term is defined in Bellevue City Code Section 28-179) shall be charged when the building permit is issued.
6. For new industrial construction, a fee in the amount of \$1,000.00 per development acre shall be charged when the building permit is issued.

**Building Permit**

Building, Plumbing, Mechanical  
Electrical and Grading

1997 Uniform Administrative Code fees as amended

Penalty Fee

4x regular permit fee

**BUILDING & USE FEES (Continued)**

Refund Policy	Up to 80% in accordance with Section 304.6 of the 1997 Uniform Administrative Code; NO refund will be given after 180 days
Pre-connect deposit fees	\$500
Penalty Fee 2 <sup>nd</sup> revocation	\$1,500
Penalty Fee 3 <sup>rd</sup> revocation	\$5,000
Papio Creek and South Sarpy Watershed Partnership Fees (Effective July 1, 2018 – June 30, 2019)	
Residential – up to a four plex	\$954 per dwelling unit
Multi-family – greater than a four plex	\$4,197 per gross acre
Commercial and Industrial	\$4,842 per gross acre
<p>These fees shall apply to the issuance of building permits for new development and significant redevelopment of property in the Papio Creek and South Sarpy Watersheds, as provided for in the Papio Creek Watershed Partnership Agreement and the South Sarpy Watershed Partnership Agreement. Developing subdivisions platted prior to 2009 shall be exempt from the collection of Watershed Fees.</p>	
Plan Review Fee (New Construction)	
Commercial	25% of building permit fee
Demolition of Building Permit (\$25,000 bond for each)	
Residential accessory structures less than 1200 square feet	\$40
One- and two-family dwellings	Determined by total cost of contract as calculated from Table 3-A of the 1997 Uniform Administrative Code
Non-residential structures	Determined by 40% of Sarpy County assessed value and calculated from Table 3-A of 1997 Uniform Administrative Code
Building Moving Permit (120 sq. ft. or greater)	\$25
Sheds	Shed based on the 1997 Uniform Administrative Code fees as amended by ordinance.

**FIRE ALARM/FIRE EXTINGUISHING SYSTEM FEES**

Smoke Detectors (low voltage)	\$ 1.10 each
Pull Stations	\$ 1.10 each
Heat Detectors	\$ 1.10 each
Water Flow Switches	\$ 1.10 each
Tamper Switches	\$ 1.10 each
Panel/ Circuit Connections	\$ 4.75 each
Remote Annunciators	\$ 1.10 each
Range Hood Fire Extinguishing	\$10.65 each
Issuance Fee	\$23.50 each
Issuing each Supplemental	\$ 7.25 each

**CITY LICENSE – PLUMBING; MECHANICAL; SEWER; CONTRACTOR**

License Fees

Mechanical Master/Master Plumber/ Sewer Layer	\$75 initial/\$75 renewal
Journeyman Plumber/Mechanical Journeyman/ Sheet Metal Journeyman/Mechanical Apprentice	\$25 initial/\$25 renewal
Lawn Sprinkler Contractor/Lawn Sprinkler Installer	\$25 initial/\$25 renewal
Apprentice Plumber	\$25 initial/\$25 renewal
Late Renewal Fees after Expiration of License Master & Journeyman Plumber/Master & Journeyman Mechanical/Sewer Layer/ Lawn Sprinkler Contractor & Installer	\$20 per month or part of/ up to 3 months.
Reinstatement fee for Mechanical, Plumbing, Lawn Sprinkler, Tile Layer Licenses	yearly license fee + late fees X2
Special Master Mechanical/Plumber (1 job only)	\$150
CLASS A General Contractor Unlimited	\$250 per year
CLASS B General Contractor Limited	\$200 per year
CLASS C Residential Contractor Unlimited	\$100 per year
CLASS D Residential Contractor Limited	\$ 75 per year
CLASS E Roofing Contractor Unlimited	\$ 50 per year
Late Contractor Renewal Fees after Expiration of License	
Class A General Contractor Unlimited	\$100/mo. or part of, up to 3 months
Class B General Contractor Limited	\$100/mo. or part of, up to 3 months
Class C Residential Contractor Unlimited	\$50/mo. or part of, up to 3 months
Class D Residential Contractor Limited	\$50/mo. or part of, up to 3 months
Class E Roofing Contractor Unlimited	\$20/mo. or part of, up to 3 months

**CITY LICENSE – PLUMBING; MECHANICAL; SEWER; CONTRACTOR (Continued)**

Reinstatement fee for all Contractor licenses	yearly license fee + late fees X 2
Special Contractor License (1 job only)	
Class A General Contractor Unlimited	\$1,000
Class B General Contractor Limited	\$1,000
Class C Residential Contractor Unlimited	\$ 500
Class D Residential Contractor Limited	\$ 200
Class E Roofing Contractor Unlimited	\$ 100
Decorative Appliance/Gas Log Contractor	\$75 (1-time fee, no renewal fee)
Decorative Appliances/Gas Log Installer	\$25 (1-time fee, no renewal fee)
Water Conditioning Contractor	\$75 (1-time fee, no renewal fee)
Water Conditioning Installer	\$25 (1-time fee, no renewal fee)
In-ground Private Pools Plumbing Permit	\$84.25
In-ground Private Pools Electrical Permit	\$73
Above Ground Private Pools (20' in diameter or larger)	\$25
Single Family Dwelling Roofing Permits (tear off & reroof)	\$40
Single Family Siding Permits	\$25

**CURB CUT AND GRINDING**

Permit fee with curb requiring cut plus the 4' apron on each side done by City or Contractor	\$25 + \$17.50 per sq. ft of cut to 6 ft additional 10% per foot beyond 6 ft.\$25
Extended Permit & Subsequent Extended Permits Winter Charge	\$200 additional 10% for cuts or grinds from November 15 <sup>th</sup> to April 1 <sup>st</sup>
Request for Waiver (sidewalk construction/repair)	\$30

**FIRE AND RESCUE SQUAD FEES**

Basic Life Support, Non-Emergency (BLS)	\$365.00
Basic Life Support, Emergency (BLS-Emergency)	\$650.00
Advanced Life Support, Non-Emergency (ALS)	\$475.00
Advanced Life Support, Emergency Level I (ALS1)	\$750.00
Advanced Life Support, Emergency Level 2 (ALS2)	\$950.00
Specialty Care Transport (SCT)	\$765.00
Treat and Release	\$ 75.00
Mileages (loaded miles)	\$ 15.00
Haz-Mat Fees	Fee based on material, equipment and manpower per call
EMS Patient Care Report	\$ 20.00 handling fee + .50 per page copying fee

**FIRE TRAINING FACILITY FEES**

**\*Fees outlined for use of the fire training facility may be waived or reduced by the Bellevue Fire Chief, with permission/approval from the City Council for good cause shown. If the use of the Fire Training Facility needs to be made prior to the time it can be brought before the City Council for approval, the City Administrator may approve the waiver or reduction of fees for good cause shown.**

<b>Training Tower Only</b>	<b>TMA Fee/Public Fee</b>
Annual Usage	
5-4 Hour Scheduled Events Per Year	\$ 400.00/ \$ 700.00
10-4 Hour Scheduled Events Per Year	\$ 800.00/ \$1,400.00
15-4 Hour Scheduled Events Per Year	\$1,200.00/ \$2,150.00
Hour Rate	
4 Hours	\$100.00/ \$150.00
8 Hours	\$200.00/ \$300.00
1 Gas/Tower Operator	Included/ Included
*Plus Consumable Material Used	

<b>Training Tower and Fire Simulator</b>	<b>TMA/ Public Fee</b>
Annual Usage	
5-4 Hour Scheduled Events Per Year	\$ 800.00/ \$1,950.00
10-4 Hour Scheduled Events Per Year	\$1,600.00/ \$3,900.00
15-4 Hour Scheduled Events Per Year	\$2,400.00/ \$5,850.00
Single Usage	
1-4 Hour Scheduled Event	\$200.00 / \$400
Natural Gas	Included/ Included
1 Gas/Tower Operator	Included/ Included
*Additional Gas Operator	\$25.00 p/h / \$32.50 p/h
*Plus Consumable Material Used	

<b>Rail Car Simulator</b>	<b>TMA Fee/Public Fee</b>
Annual Usage	
5-4 Hour Scheduled Events Per Year	\$ 640.00/ \$ 640.00
10-4 Hour Scheduled Events Per Year	\$1,280.00/ \$1,280.00
Single Usage	
1-4 Hour Scheduled Event	\$160.00 / \$160.00
Natural Gas	Included/ Included
1 Gas/Tower Operator	Included/ Included

**FIRE TRAINING FACILITY FEES (Continued)**

**Confined Space**

**TMA Fee/Public Fee**

Annual Usage

5-4 Hour Scheduled Events Per Year

\$ 800.00/ \$1,450.00

10-4 Hour Scheduled Events Per Year

\$1,600.00/ \$2,800.00

Single Usage

1-4 Hour Scheduled Event

\$200.00 / \$300.00

2 Observers

Included/ Included

**Driving Area**

**TMA Fee/Public Fee**

Annual Usage

5-4 Hour Scheduled Events Per Year

\$400.00 / \$400.00

10-4 Hour Scheduled Events Per Year

\$800.00 / \$800.00

Single Usage

1-4 Hour Scheduled Event Per Year

\$100.00 / \$100.00

1 Observer

Included/Included

Cones

Included/Included

**Extrication Area**

**TMA Fee/Public Fee**

Annual Usage

5-4 Hour Scheduled Events Per Year

\$400.00 / \$400.00

10-4 Hour Scheduled Events Per Year

\$800.00 / \$800.00

Single Usage

5-4 Hour Scheduled Event Per Year

\$100.00 / \$100.00

1 Observer

Included/Included

\*Each Vehicle

\$ 50.00 / \$50.00

**Classroom Area**

**TMA Fee/Public Fee**

Annual Usage:

Contract Bellevue FD Training Site

Single Usage

Room 1

1-4 Hour Scheduled Events Per Year

\$150.00 / \$150.00

10-4 Hour Scheduled Events Per Year

\$300.00 / \$300.00

Room 2

1-4 Hour Scheduled Events Per Year

\$100.00 / \$100.00

10-4 Hour Scheduled Events Per Year

\$200.00 / \$200.00

Room 3

1-4 Hour Scheduled Events Per Year

\$100.00 / \$100.00

1-8 Hour Scheduled Events Per Year

\$200.00 / \$200.00

**FIRE TRAINING FACILITY FEES (Continued)**

Rooms 1, 2 and 3	
1-4 Hour Scheduled Events Per Year	\$300.00 / \$300.00
1-8 Hour Scheduled Events Per Year	\$600.00 / \$600.00
Available AV Equipment	Included/Included
Chairs	Included/Included
Janitorial Fee	Included/Included

**Entire Training Site**

**TMA Fee/Public Fee**

Annual Usage	Contact Bellevue FD Training Site
Single Use:	
1-4 Hour Scheduled Events Per Year	\$ 600.00 / \$ 600.00
1-8 Hour Scheduled Events Per Year	\$1,200.00 / \$1,200.00

**FIRE INSPECTION FEE SCHEDULE**

Hospitals:

50 Beds or Less	\$ 50.00
51 – 100	\$100.00
101 and Up	\$150.00

Health Care Facilities

50 Beds or Less	\$ 50.00
51 – 100	\$100.00
101 and Up	\$150.00

Hospital and Nursing Home Revisits

\$50.00 up to one hour  
\$25.00 for each additional ½ hour  
NOT TO EXCEED \$150.00

Liquor Inspections:

Non-Consumption Establishment	\$50.00
Consumption Establishments	\$75.00
Revisits for either	\$50.00

Child Care Inspections:

1 to 8 Children	\$40.00
9 to 12 Children	\$50.00
13 or More Children	\$60.00
Revisits for any of the above	\$40.00

Foster Care Inspections:

Initial Inspection	\$20.00
Revisit Inspection	\$20.00

Investigative Reports:

Fee for Reports	\$3.00 plus actual cost of printing
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**CODE ENFORCEMENT FEES**

Seasonal Grass Mowing (required within a 12-month period commencing Jan. 1 of each year)

1st mowing	\$200/min/hour + \$50 Admin fee
2nd mowing	\$400/min/hour + \$50 Admin fee
3rd or subsequent mowing	\$600/min/hour + \$50 Admin fee

**CODE ENFORCEMENT FEES (Continued)**

Snow Removal

1 <sup>st</sup> removal	\$100/min/hour + \$50 Admin fee
2 <sup>nd</sup> removal	\$200/min/hour + \$50 Admin fee
3 <sup>rd</sup> removal	\$300/min/hour + \$50 Admin fee

General Clean-up (includes junk, litter, concrete, building materials, tires, furniture, appliances, dog/cat waste, or similar)

Small	\$300/min/hour + \$50 Admin fee
Large	\$500/min/hour + \$50 Admin fee

Trees and Brush (does not include contracted tree removal that would include jobs beyond the expertise of city crews)

Small	\$300/min/hour + \$50 Admin fee
Large	\$700/min/hour + \$50 Admin fee

Graffiti removal \$200/min/hour + \$50 Admin fee

Application Fee for Nuisance Violation Hearing \$35

**POLICE RANGE TRAINING FACILITY**

Facility may only be utilized by approved law enforcement agencies at the availability of a Bellevue Police Firearms Instructor; each request must be reviewed and/or modified and approved by the Chief of Police

\$100/hour

**GRADE PERMIT FEES**

10 acres or less	1997 Uniform Administrative Code Fees as amended + \$750 NPDES Fee
More than 10 acres	1997 Uniform Administrative Code Fees as amended + \$1,250 NPDES fee

**ZONING FEES**

Comprehensive Plan Amendment	\$ 500
Change of Zone	
less than 1 acre	\$ 175
1-5 acres	\$ 325
over 5 acres	\$ 525
Zoning Text Amendment	\$ 250
Subdivision Text Amendment	\$ 250
Conditional Use Permit	
1 acre or less	\$ 175
more than 1 acre	\$ 325
Conditional Use Permit Amendment	
1 acre or less	\$ 175
more than 1 acre	\$ 325
Administrative Review of Wireless Antennas	\$ 150
Preliminary Platting	\$1,000 + \$10 per lot
Final Platting	\$ 600 + \$5 per lot
Revised Preliminary Plat	\$1,000 + \$10 per lot
Extension of Date for Preliminary & Final Plats	\$ 200
Small Subdivision Plat	\$ 250 Administrative Approval + \$ 300 City Council Approval
Vacation of Plat	\$ 150
Board of Adjustment Application	\$ 250
Sign Permit (by size of sign)	
35 square feet or less	\$ 40
36 – 75 square feet	\$ 80
76 – 150 square feet	\$150
151 – 300 square feet	\$200
Over 300 square feet	\$300
Awnings	\$ 4.00/100 square foot of vertical projected area of awning or fraction thereof; \$40 minimum
Design Review Board Hearing Request	\$ 250
Application for Hearing/Hard Surface Parking Comm.	\$ 50

**SMALL WIRELESS FACILITIES (SWF) FEES**

All permits necessary to deploy including but not limited to excavation, electrical, and building permit (s).	\$500.00 per application containing as few as one (1) and up to five (5) SWF \$100.00 for each additional SWF
An application of a new, modified, or replacement utility pole or support structure intended to support one or more SWF's and the associated SWF.	\$250 per pole or structure

## **OCCUPATION TAXES**

### Liquor License Occupation Taxes & Fees

(Annual fee in addition to State License Fees)

Class A Liquor License Holder	\$200
Class B Liquor License Holder	\$200
Class C Liquor License Holder	\$600
Class D Liquor License Holder	\$400
Class I Liquor License Holder	\$500
Class K Catering	\$200
Class L Craft Breweries	\$500
Class Y Farm Winery License Holder	\$500
Special Designated Permit	\$ 40/day
Transfer of Liquor License to Another Location	\$ 25 processing fee
Addition to Currently Licensed Premises	\$ 25 processing fee
Publication Charges	\$ 15
Natural Gas Distributors	3 % of Annual Gross
Telephone Companies Occupation Tax (includes land lines, wireless, cellular, & mobile)	6.25% of gross receipts
Hotel Operators Occupation Tax	5.5% of gross receipts
Music, Vending, & Amusement Machines	
Musical Machine for Profit	\$ 25/machine + \$100/year distributor
Tobacco	\$ 25/machine
Electronic Video/Mechanical	
Amusement Machine for Profit	\$ 25/machine + \$100/year distributor
Merchandise Vending Machine for Profit	\$ 5.00/machine + \$75/year distributor

## **OTHER FEES**

Arborist	\$ 75 initial/\$50 renewal
Barricades	
Rental Deposit Fee	\$ 50/barricade/day
Construction Use	\$ 50/barricade/day (5 days maximum)
Beekeeping Permit	\$ 20
Bicycle License	\$ 2
Bus Bench Permit	\$ 75/per bench
Cemetery:	
Open/Close Fees: (includes Pre-Pay)	\$ 850 Full Size \$ 450 Cremains \$ 400 Infant \$ 275 Niche
Saturday Funeral (extra charge)	\$ 100
Winter Funerals (extra charge) (December 1 – March 1)	\$ 40

**OTHER FEES** (Continued)

Other Fees:	\$ 10 Stone Setting Permit \$ 100 Government Marker setting fee \$ 50 Attach VA Marker to Niche Door
Disinterment Fees:	\$1,100 Full size \$ 600 Cremains \$ 555 Infant
Grave Spaces:	\$ 800 Full Size \$ 125 Infant \$ 800 Niche
Green Burial Space:	\$1,600 Full Size (includes marker)
In-Ground Cremation Space:	\$ 900 (includes marker)
Scattering Garden:	\$ 400 (includes brass plaque)
Commemorative Street Application Fee	\$25
Dog, Cat & Pot-Bellied Pig Fees (Collected by NE Humane Society-not City of Bellevue)	
Dog/Cat License (Annual Fee)	\$5 each if spayed/neutered, (no charge for owners age 65 and older) \$15 each if not spayed/neutered (\$5 of fee held in trust for owner and refunded if proof of sterilization shown within 6 months)
Pot-bellied Pig License (Annual Fee)	\$35
Dog, Cat, & Pot-bellied Pig License Handling Fee (if not applied for in person)	\$5
Dog, Cat, & Pot-bellied Pig License Replacement if Lost	\$ 0.50
Dog, Cat Pet Advocacy Permit	Obtained thru the NE Humane Society \$100 for initial permit \$50 annual renewal fee
Dog, Cat, & Pot-bellied Pig Capture and Confinement Fee	\$13/per day Kennel Fee 1 <sup>st</sup> impoundment \$30 2 <sup>nd</sup> impoundment \$60 3 <sup>rd</sup> impoundment \$100
Vaccination Fee	\$20 (in trust and refunded upon proof of vaccination within 9 months)
Purchase of Unclaimed Animal Fee	Nebraska Humane Society Adoption Fee plus license fee
Kennel License (if allowed by zoning)	\$100/year

**OTHER FEES** (Continued)

Dog & Cat License Late Charge	Double applicable license fee
Pot-bellied Pig License Late Charge	\$50
Feral Cat Colony Caretaker Permit Fee (Collected by NE Humane Society- <i>not</i> City of Bellevue)	\$25
Election Filing Fee	1% of Annual Salary of Position (per State Statute)
Farmers Market Fees (City-Run)	
Season Vendor	\$200 per season
Electricity	\$ 25 per outlet per season
Weekly Vendor	\$ 10 per week
Electricity	\$ 2 per outlet per week
Farmers Market – Privately Operated on City Property (with prior City approval of application) Season Operator Fee (electricity included)	\$0
Fireworks Annual License Fee (Non-Profits Only)	\$ 600 + \$1,000 bond
Fireworks Annual Distributor or Jobber License Fee	\$1,000
Hen Permit Fee (Five Year)	\$25
Ice Cream Vendor Fee	\$50 per person
Ice Cream Vehicle Inspection Fee	\$25 per truck
Mini-Bus	\$ 2 each way per trip in town \$ 4 each way per trip out of town
Opening Burning Permit	\$10 (per State Statute)
Parking Ticket Fee	
If paid within 7 days of violation due	\$5/\$10/\$25
If paid after 7 days but within 30 days	Fine Doubles
Pawnbrokers Permit Fee	\$50/year and \$5,000 surety bond
Pet Store and/or Grooming Shop License	\$50/year
Transfer of Ownership	\$ 5
Returned Check (NSF) & Returned ACH Transaction Fee	\$25

**OTHER FEES** (Continued)

Temporary Business Licenses:

Seasonal Merchant	\$25 license valid for 1 month \$50 license valid for 4 months \$15 one-month extension – maximum of two (2) one-month extensions <b>ONLY</b> applies to 4 month license
Itinerant Merchant/Peddlers/Solicitor/ Street Vendor/Transient Merchant	\$50/day/person or \$300/year/person plus Certificate of Insurance naming City as Additional Insured + \$10 non-refundable processing fee to be certified to license fee issued
Carnival/Circus/Public Amusement Show/ Music Concert/Temporary Amusement Park	\$50/event to be paid by event organizer or sponsor + \$10/day, or portion thereof, for each ride, show, tent, booth, concession stand, etc., when in operation and open to the public

Tobacco License	\$15 license fee per State Statute + \$10 administrative fee
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Trash and Recycling Residential Collection Fee, effective July 1, 2021

\$14.99 per month, per residence for 35-gallon service  
 \$18.19 per month, per residence for 65-gallon service  
 \$21.19 per month, per residence for 95-gallon service  
 \$15.00 for each bulky item pick up  
 \$2.00 for each one-half (1/2) cubic yard extra material, not to exceed 25 pounds  
 \$1.00 for each extra bag of material, not to exceed 13 gallons or 25 pounds  
 \$9.30 for each additional cart

Tree Damage

Tree DBH (Diameter at Breast Height)	
Up to 4"	\$ 600
>4" to 8"	\$ 850
>8" to 12"	\$1,340
>12" to 16"	\$2,370
>16" to 20"	\$3,700
>20" to 24"	\$5,300
>24" to 28"	\$6,700
Over 28"	\$6,700 + \$500 for every inch over 28"

**OTHER FEES** (Continued)

Limb Circumference	
Up to 4”	\$350
>4” to 8”	\$500
>8” to 12”	\$700
Vehicle Impoundment Fees	
Tow Fee	\$80/\$75 for motorcycles
Storage Fee	\$20/per day
Storage for Victimless Incidents – City lots	\$20/day outside; \$40 day inside
Administration Fee	\$30
Extraordinary tows (i.e. flatbed and accident clean up)	Per towing company contract
Street/Alley Vacation	
Application Fee	\$50
Administrative Fee	\$300

**PUBLIC RECORDS**

Audio Tapes, Video Tapes or CD/DVD	\$10 per tape, CD, DVD, or other media
Comprehensive Plan	\$50
Zoning Map	\$ 5
Zoning Ordinance w/Map	\$25
Subdivision Regulations	\$15
Bellevue City Maps 200E3	\$0.75 - \$20 depending upon size (price range for all maps, plats, etc., reproduced by Public Works)
Fire Report	\$50
Police Report	\$10
Police Photos	
(Digital)	\$20 per CD
35 mm photos	\$20 per roll
Certification by City Clerk	\$5 certification fee + cost of copies
Records Search Fee (paper or electronic)	\$5 per request
Copy Fee	\$0.25 per page

If the estimated cost of any public records request is more than fifty (50) dollars, the City may require the requester to furnish a deposit prior to fulfilling such request. “A special service charge reflecting the calculated labor cost may be included in the fee for time required in excess of four cumulative hours since that large of a request may cause some delay or disruption of the other responsibilities of the custodian’s office, except that the fee for records shall not include any charge for the services of an attorney to review the requested public records seeking a legal basis to withhold the public records from the public.” (R.R.S.84-172)

## **ALARM SYSTEMS/FALSE AND NUISANCE ALARMS**

Registration Fee for Alarm System	\$25
Renewal Fee for Alarm System	\$25
Late Registration Charge	Double

False Alarm Fee for any false alarm generated by the registrant's alarm system, a fee in accordance with the following schedule (from 1 January through 31 December of each year) shall be charged:

Number of False/Nuisance Alarms	False/Nuisance Alarm Charge
1	No Charge
2	\$125
3	\$250
4	\$275

## **LIBRARY FEES**

### Membership

Non-resident Membership, Semi-Annual (Family)	\$20
Non-resident Membership, Annual (Family)	\$40
Non-resident Student Fee, Annual	\$10
Replacement of Lost Card	\$ 1

### Fines:

Books, Audio Books, CD's, DVDs	\$0.10/day
USB Language Kits, Watt Detectors	\$1/ day
Leisure Passes	\$5 for replacement

### Interlibrary Loan:

Postage	\$3 per item
Lost Interlibrary Loan Items	Price set by lender

### Proctor Fees

Prints	\$0.10/page (single sided)
Postage	\$3 per item

### Lost Items

Replacement cost of item (or purchase like item as replacement)

### Damaged Items

Damage cost assessed up to full value of item

**LIBRARY FEES** (Continued)

Materials Processing

Replacement of Materials \$2 per item (for replacement of hubs, spine labels, book covers, plastic inserts for books on CD, clear hanging bags, music CD Cases, CD and DVD locks, DVD cases, AV inserts)

Replacements for Books on CD Cases \$ 8 for small, \$ 9 for medium, \$ 10 for large

Copier/Printer Rates

Black & White Copies/Prints \$0.10/page (single sided)

Color Prints \$0.50/page (single sided)

**RECREATION FEES**

100% BEFORE first day

Reed Center – Rental

\$325 – Friday/Sunday

\$375 – Sunday

\$175 – Non profit

Field Rentals

\$ 30 per hour light fee +

\$175 per day

\$200 per day – non-resident

Jr. T-Ball

\$25

T-Ball/Coach Pitch

\$35

Baseball/Softball

\$40

Adult Softball – Church League

\$60

Baseball/Softball Spring Training

\$10

Tennis Lessons

Juniors \$20

Adults \$25

Swimming Pools:

Swimming Lessons \$35

Swimming League \$35

Daily Swim Fee

Youth (18 - Under) \$3.00

Adult (19 & Over) \$5.00

Wading Pool (2 year – Adult) \$2.00

Seniors (55 & Over) Free

Pool Parties

Pool Rental Fee \$100

Lifeguard Fee \$ 40

\*Bellevue residents pay the lower fee

Track Club	\$35
Youth Sports Camp	\$30 single session \$40 both sessions
Youth Lacrosse Camp	\$30
Youth Soccer League	\$40
Youth Flag Football League	
Spring	\$35
Fall	\$35
Historic Presbyterian Church Rental Fee	\$375

**SEWER CONNECTION FEES**

Residential	
Single Family Dwelling (includes manufactured/ modular/mobile homes)	\$ 900
Duplex	\$1,600
Multiple Family	\$ 700 per unit
Commercial/Industrial	\$3,900 per acre, minimum \$1,950 based on the building footprint
Sewer Tap Inspection Fee	
Service Line (all sizes)	\$118
Re-inspection Fee (after two inspections)	\$ 47

**TAX INCREMENT FINANCING (TIF) FEES**

Application Fee	\$ 500
Processing Fee	\$3,000
Administrative Fee (upon approval of redevelopment plan based on requested TIF principal amount)	
TIF principal amount:	
First \$500,000	None
Next \$1,500,000	1.5%
Next \$2,000,000	1%
No fees of TIF amounts over \$4,000,000	

The maximum fee as a result of this section is \$42,500. By way of illustration, the fee on a loan with a TIF principal amount of three million dollars is \$32,500, which is calculated by taking one and one-half (1.5) percent of the amount between a half million and two million (\$22,500) and one percent of the next million dollars (\$10,000).

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Bellevue City Council of the City of Bellevue, Nebraska that this Master Fee Schedule shall become effective on the 6th day of July, 2021.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

**CITY OF BELLEVUE**

\_\_\_\_\_  
Mayor

ATTEST:

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



# CITY OF BELLEVUE

## Public Works Administration

1510 Wall Street ♦ Bellevue, Nebraska 68005-5299  
Phone 402.293.3025 ♦ Fax 402.293.3173

**MEMO TO:** Doug Clark, Public Works Director  
**FROM:** Chris Vincentini, Administrative Assistant  
**DATE:** June 18, 2021  
**SUBJECT:** Master Fee Schedule

*Doug Clark*  
*W*

The City of Bellevue's current Master Fee Schedule does not include fees for street/alley vacation. Neb. Rev. Stat. § 16-611 authorizes the City to vacate a street or alley with "... the title to such property shall vest in the owners of the abutting property and become a part of such property." When a property owner submits a street/alley vacation application, Public Works staff performs research, prepares documentation, and routes the application to utility companies, Sarpy County, and multiple City departments (Street, Wastewater, Planning, Engineering) for review and comment. Once comments have been received, all documentation and comments are reviewed by Public Works and a recommendation to deny/approve the application is made. Public Works then prepares and brings ordinance (3 readings) before City Council. If the ordinance is passed, the City records the ordinance with Sarpy County Register of Deeds. There is significant time demand on City staff for processing the application and if approved, the property owner benefits by acquiring additional property at no cost to them.

In contacting other local municipalities (Omaha, Council Bluffs, Papillion, La Vista), their fees for street/alley vacation range from \$275 up to \$2500+. Amending the Master Fee Schedule to add a non-refundable \$50 application fee and non-refundable \$300 administrative fee would mirror the City of Omaha's street/alley vacation application and administrative fees.



## City of Bellevue Waste Water Department

8902 Cedar Island Road • Bellevue, Nebraska 68147 • (402) 293-3135

WW Memo  
To: Doug Clark  
CC: Jim Ristow  
From: Epiphany Ramos  
Date: 06/29/2021  
RE: Solid Waste Fee Increase 2021  
Attachments: Papillion Sanitation Letter received 05/27/2021

Pursuant to the Solid Waste Franchise Agreement executed in September of 2017, the Solid Waste and Waste Water Department has completed an audit of the third party billing process, as well as an internal rate analysis. It is the recommendation of this Department that an overall increase to Solid Waste Fees for 2021-2022 should be 2.5%. This will have a fiscal impact to Fund 17-Solid Waste, account 4018, for a projected increase of \$514,653.60 over previous year's Full Year Budget for this account. Though our contracted hauler is proposing a 3.3% increase for the same period, we feel management of this fund should result in a projected net zero impact on the General Fund.

It is the recommendation of this department that the residential collection fees be as follows:

\$14.99 per month, per residence for 35-gallon service  
\$18.19 per month, per residence for 65-gallon service  
\$21.19 per month, per residence for 95-gallon service  
\$15.00 for each bulky item pick up  
\$2.00 for each one-half (1/2) cubic yard extra material, not to exceed 25 pounds  
\$1.00 for each extra bag of material, not to exceed 13 gallons or 25 pounds  
\$9.30 for each additional cart

Overall, the current Solid Waste Program Goals are being met or exceeded. Success of the future of this program is largely based on closely monitoring the fund and managing contract deliverables. If the recommended fee increase is accepted, an update to the Master Fee Schedule and an Addendum to the Solid Waste Franchise Agreement will be required. Residential Trash Fees should be evaluated annually and increased as needed.

*Approved  
Doug Clark  
06/29/2021*

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

15b.  
7/6/2021

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

SUBJECT:

Resolution to adopt the 2021 Papio-Missouri River NRD Multi-Jurisdictional Hazard Mitigation Plan Update.

SYNOPSIS/BACKGROUND:

Over the course of the past year, staff has been working with the Papio-Missouri River NRD and JEO Consulting Group Inc. to update the Multi-Jurisdictional Hazard Mitigation Plan (HMP). The Plan has been reviewed and approved by the state and FEMA. This adoption by the city ensures we are eligible for project grant funding and meets all final participation requirements. An electronic copy of the final HMP can be found online at <https://papiomitigation.org/>

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Approval of the Multi-Jurisdictional Hazard Mitigation Plan

ATTACHMENTS:

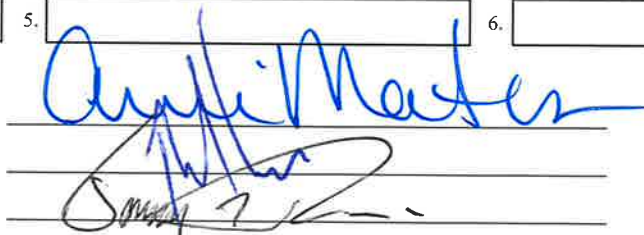
- |                                  |            |            |
|----------------------------------|------------|------------|
| 1. <u>Resolution No. 2021-21</u> | 2. <u></u> | 3. <u></u> |
| 4. <u></u>                       | 5. <u></u> | 6. <u></u> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



# City of Bellevue

## RESOLUTION NUMBER 2021-21

**WHEREAS**, the Federal Disaster Mitigation Act of 2000 was signed in to law on October 30, 2000, placing new emphasis on state and local mitigation planning for natural hazards and requiring communities to adopt a hazard mitigation action plan to be eligible for pre-disaster and post-disaster federal funding for mitigation purposes; and

**WHEREAS**, a Multi-Jurisdictional Hazard Mitigation Plan was prepared by the Papio-Missouri River Natural Resources District, with assistance from JEO Consulting Group, Inc. of Lincoln, NE.

**WHEREAS**, the purpose of the mitigation plan was to lessen the effects of disasters by increasing the disaster resistance of the Natural Resources District and participating jurisdictions located within the planning boundary by identifying the hazards that affect the Papio-Missouri River Natural Resources District and prioritize mitigation strategies to reduce potential loss of life and property damage from those hazards, and

**WHEREAS**, FEMA regulations require documentation that the plan has been formally adopted by the governing body of the City of Bellevue in the form of a resolution and further requesting approval of the plan at the Federal Level; and

**NOW, THEREFORE**, the governing body of the City of Bellevue does herewith adopt the 2021 Papio-Missouri River Natural Resources District Multi-Jurisdictional Hazard Mitigation Plan Update in its entirety; and

PASSED AND APPROVED this \_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

ATTEST:  
  
\_\_\_\_\_

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

15c.  
7/6/2021

COUNCIL MEETING DATE: 07/06/2021		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approval to operate a satellite keno location at the A & K Sun Valley LLC dba "Sundowner Bar"

SYNOPSIS/BACKGROUND:

Advanced Gaming has a Lottery Operator's Agreement with the City allowing them to receive City Council approval of satellite and other keno locations to be operated in accordance with this agreement. Advanced Gaming received an application for permission to operate a satellite location at 5031 Harrison Street, a business owned and operated by A & K Sun Valley LLC, dba "Sundowner Bar." Advanced Gaming is now requesting permission from City Council to operate a satellite keno location at this site, with a new owner.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: n/a CIP PROJECT NAME: n/a

STREET DISTRICT NAME (S): n/a STREET DISTRICT NUMBER (S): n/a

ACCOUNTING DISTRIBUTION CODE: n/a ACCOUNT NUMBER: n/a

RECOMMENDATION:

Approval of Resolution No. 2021-22: Requesting approval to operate a satellite keno location at the business operated by A & K Sun Valley LLC, dba "Sundowner Bar" at 5031 Harrison Street, Bellevue, NE and authorize the Mayor to sign

ATTACHMENTS:

- Resolution No. 2021-22
- Form 50G Location License App
- 
- 
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*[Handwritten signatures in blue ink]*

**RESOLUTION NO. 2021-22**

WHEREAS, the City of Bellevue has entered into a Lottery Operator's Agreement with Advanced Gaming Technologies, Inc. ("Advanced"), to operate a keno-type lottery within the City of Bellevue, Nebraska ("the Lottery Operator's Agreement"); and

WHEREAS, the Lottery Operator's Agreement allows Advanced to receive the Bellevue City Council's approval of satellite and other keno locations to be operated in accordance with the Lottery Operator's Agreement approved by this Council; and,

WHEREAS, Advanced has received an application for permission to operate a satellite location at 5031 Harrison Street, Bellevue, Nebraska, a business operated by A & K Sun Valley LLC doing business under the name "Sundowner Bar".

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

Advanced Gaming Technologies, Inc., is hereby granted approval to continue to operate a satellite keno location at the business operated by A & K Sun Valley LLC, doing business under the name "Sundowner Bar" located at 5031 Harrison Street in Bellevue, Sarpy County, Nebraska.

PASSED AND APPROVED this \_\_\_ day of July, 2021.

\_\_\_\_\_  
Mayor – Rusty Hike

ATTEST:

\_\_\_\_\_  
Clerk – Susan Kluthe

APPROVED AS TO FORM:

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



# Nebraska Schedule II - County/City Lottery Sales Outlet Location Application

Form 50G  
Schedule II

- No license fee required.
- Incomplete schedules will be returned.

1 Nebraska ID Number of County, City, or Village  
323357

2 County, City, or Village Name on Form 50G  
Bellevue

Please Do Not Write In This Space

### Sales Outlet Location Information (Attach additional sheet if necessary)

3 Nebraska ID Number: 14821664

4 Federal ID or Social Security Number: 87-1079976

5 Type of Application:  New  Renewal  Report Changes  Cancel

Business Name and Location Address		Business Name and Mailing Address	
Name	<u>A&amp;K Sun Valley LLC</u>	Business Name	<u>A&amp;K Sun Valley LLC</u>
Trade Name of Business (if Different Than Above)	<u>Sundowner Bar</u>	Street or Other Mailing Address	<u>5031 Harrison</u>
Street Address	<u>5031 Harrison St.</u>	City	<u>Omaha</u>
City	<u>Omaha</u>	State	<u>NE</u>
State	<u>NE</u>	Zip Code	<u>68157</u>
Zip Code	<u>68157</u>	County	<u>Sarpy</u>
County	<u>Sarpy</u>	Nebraska Liquor License Number	

6 Type of Ownership

Sole Proprietorship  Domestic Corporation  Limited Liability Company  Nonprofit Corporation or Organization

Partnership  Foreign Corporation  Domesticated Corporation  Other

7 Location Type

Keno Satellite  Keno Independent Game

Your Social Security number and date of birth are required under the Nebraska County and City Lottery Act and will be used to request criminal history information from law enforcement agencies to determine if the legal requirements for a lottery sales outlet location's license are met.

- 8 List the Social Security number, full name, home address, date of birth, type of involvement, and percentage of ownership for each of the following persons involved with the applicant.
- If a sole proprietorship, list the individual owner.
  - If a partnership, list each partner and spouse.
  - If a corporation, list each officer and spouse and each person holding 10% or more of the debt or equity of the applicant corporation. If any person holding 10% or more of the debt or equity of the applicant corporation is a partnership, limited liability company, or corporation, list each partner of such partnership, each member of such limited liability company, or each officer of such corporation and every person holding 10% or more of the debt or equity of any such partnership, limited liability company or corporation.
  - If a limited liability company, list each member and spouse.
  - If a nonprofit organization or nonprofit corporation, list each officer and the individual designated as manager.
- (Attach additional sheet if necessary)

Social Security Number	Name, Address, City, State, Zip Code (See instructions)	Date of Birth	Type of Involvement and Percentage of Ownership
<u>505-21-8990</u>	<u>Kimberly Bleche 6917 Sun Valley Dr Omaha 68157</u>	<u>1-16-75</u>	<u>President - 50%</u>
<u>507-19-4434</u>	<u>Adam Campbell 416B Chateau Dr Bellevue 68005</u>	<u>9-2-75</u>	<u>50%</u>

9 Does any person other than those listed in line 8 above have any ownership interest in the license applicant? (See instructions)

Yes  No

If Yes, in the case of an individual, identify the Social Security number, full name, home address, date of birth, type of ownership interest of each such individual. In the case of a business, identify the federal employer ID number, business name, address, and type of ownership interest of each such business. (Attach additional sheet if necessary)

10a Has anyone listed in line 8 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony or misdemeanor at any time involving any gambling activity, fraud, theft, willful failure to make required payments or reports, or filing false reports with a governmental agency at any level? This includes shoplifting or issuing bad checks.

Yes  No If Yes, see instructions.

10b Has anyone listed in line 8 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony other than that described in line 10a within 10 years preceding the date of this application?

Yes  No If Yes, see instructions.

11 Has each of the individuals listed in line 8 above complied with the Instructions for Completing Fingerprint Application, or when applicable, filed a signed Affidavit by Spouse for Waiver form?

Yes  No (See What Must Be Filed instructions)

12 Do any of the individuals listed in line 8 above have a financial interest, directly or indirectly, in any company licensed as a manufacturer or distributor pursuant to the Nebraska Bingo Act or the Nebraska Pickle Card Lottery Act or in any company licensed as a manufacturer-distributor pursuant to the Nebraska County and City Lottery Act?

Yes  No If Yes, attach a detailed explanation of such interests.

13 Does any member of the governing board or any governing official of the county, city, or village named in this application have any financial interest, directly or indirectly, in the business named in this application?

Yes  No If Yes, attach a detailed explanation of such interests.

14 Do any of the individuals listed in line 8 above currently hold or have they previously held any other licenses issued under the Nebraska Bingo Act, the Nebraska Pickle Card Lottery Act, the Nebraska Lottery and Raffle Act, or the Nebraska County and City Lottery Act?

Yes  No If Yes, indicate the types of licenses, and their current status (active, suspended, cancelled, revoked, or expired).

Under penalties of law, I declare that I have examined this application, and to the best of my knowledge and belief, it is correct. I will comply with the provisions of the Nebraska County and City Lottery Act and the regulations adopted under such Act.

sign here Kimberly Bleche President 6-23-21 402-981-0316

Signature of Sales Outlet Location Owner, Member, Partner, Officer, or Person Authorized by Attached Power of Attorney Title Date Daytime Phone Number

Name of Person to Contact Regarding This Application: \_\_\_\_\_ Title \_\_\_\_\_ Daytime Phone Number \_\_\_\_\_

Authorization - Signature of Governing Official

Attach documentation indicating approval of location by governing board of the county, city, or village and a copy of the site agreement.

I declare that I have examined this application, and authorize the applicant to conduct a lottery on behalf of the county, city, or village named in this application.

sign here \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_ Daytime Phone Number \_\_\_\_\_

Authorized Signature Title Date Daytime Phone Number

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

15d.  
7/6/2021

COUNCIL MEETING DATE: 07/06/2021		SUBMITTED BY: Doug Clark, Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

LPA Program Agreement - Federal-Aid Funds

SYNOPSIS/BACKGROUND:

The proposed Bellevue Major Street Resurfacing Project, Project No. MAPA-5081(2), Control No. 22835 includes seven (7) major segments that will be milled to take the old deteriorated surface off and resurface with a new asphalt material. Sewer manholes and utilities will be adjusted vertically to match the new asphalt surface. The total cost of the project is estimated to be \$5,233,821 however the cost may increase or decrease based on the estimated and actual project costs. This project is an 80/20 split with NDOT. The City's estimated cost is \$1,601,228 which includes the City's 20% cost share in the amount of \$908,048 plus additional non-participating 100% City funded costs in the amount of \$693,180.

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:

City Council approve and authorize the Mayor to sign the Resolution and LPA Program Agreement - Federal-Aid Funds - BM2107 between the City of Bellevue and the State of Nebraska Department of Transportation for the 2021 Bellevue Major Street Resurfacing.

ATTACHMENTS:

- 
- 
- 
- 
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



**RESOLUTION**  
**SIGNING OF THE PROJECT PROGRAM AGREEMENT**

City of Bellevue

Resolution No. \_\_\_\_\_

**Whereas:** City of Bellevue is proposing a transportation project for which it would like to obtain Federal funds;

**Whereas:** City of Bellevue understands that it must strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project; and

**Whereas:** City of Bellevue and Nebraska Department of Transportation (NDOT) wish to enter into a new Project Program Agreement setting out the various duties and funding responsibilities for the Federal-aid project.

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

Rusty Hike, Mayor of the City of Bellevue, is hereby authorized to sign the attached Project Program Agreement between the City of Bellevue and the NDOT.

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

NDOT Project Number: MAPA-5081(2)

NDOT Control Number: 22835

NDOT Project Name: Bellevue Major Street Resurfacing

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021 at \_\_\_\_\_ Nebraska.  
(Month)

The City Council of the City of Bellevue

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

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

Attest:

\_\_\_\_\_

Signature City Clerk

## LPA PROGRAM AGREEMENT- FEDERAL-AID FUNDS

CITY OF BELLEVUE, NEBRASKA  
STATE OF NEBRASKA DEPARTMENT OF TRANSPORTATION  
PROJECT NO. MAPA-5081(2)  
STATE CONTROL NO. 22835  
BELLEVUE MAJOR STREET RESURFACING

**THIS AGREEMENT** is between the City of Bellevue, Nebraska, a local public agency ("LPA"), and the State of Nebraska Department of Transportation ("State"), collectively referred to as the "Parties".

**WITNESSETH:**

**WHEREAS**, certain routes in LPA 's jurisdiction have been designated as being eligible for Surface Transportation Block Grant (STBG) Funds by the Department of Transportation, Federal Highway Administration, hereinafter called the FHWA, in compliance with Federal laws pertaining thereto, and

**WHEREAS**, STBG Funds have been made available by Title 23 of the United States Code, providing for improvements on eligible routes, and

**WHEREAS**, the **Preliminary Engineering and Environmental Services** costs will be non-participating, and

**WHEREAS**, the Federal share payable on any portion of a STBG project will be a maximum of 80 percent of the eligible and participating costs; LPA's share will be the remaining 20 percent of the eligible and participating costs for **Construction and Construction Engineering**; and LPA will also be responsible for all other nonparticipating or ineligible costs, including a portion of the **Construction and Construction Engineering costs**, and

**WHEREAS**, the Construction and Construction Engineering for this project are to be set up as Advanced Construction (AC) funds, and

**WHEREAS**, regulations for implementing the provisions of the above-mentioned act provide that the Federal share of the cost of those projects will be paid only to State, and

**WHEREAS**, the regulations further permit the use of funds other than State funds in matching Federal Funds for the improvements of those routes, and

**WHEREAS**, State is willing to assist LPA to the end of obtaining Federal approval of the proposed work and Federal Funds for the construction of the proposed improvement, with the understanding that this project is not a State project and that no State Funds are to be expended on this project, and

**WHEREAS**, LPA has designated an available fully qualified public employee or elected official to act as "Responsible Charge" (RC) for the subject Federal-aid Transportation project, and

**WHEREAS**, the RC will be in day-to-day responsible charge of all aspects of the project, from planning through post-construction activities and maintain the project's eligibility for Federal-aid Transportation project funding, and

**WHEREAS**, LPA understands that it must comply with all terms of 23 C.F.R. 635.105 in order for this Federal-aid transportation project to be eligible for Federal funding, and

**WHEREAS**, if LPA is to receive Federal participation for any portion of the work on the proposed project, it is necessary for all phases of work to comply with Federal requirements and procedures, and

**WHEREAS**, State and LPA agree that State, on behalf of LPA, will advertise the project for bids, conduct a letting, make award recommendations to LPA and prepare a construction contract for LPA's execution and use, and

**WHEREAS**, State will be responsible for paying directly LPA's construction contractor, preliminary and construction engineering providers, and may pay directly other services providers when specified in subsequent agreements, and

**WHEREAS**, State's role is only federal funding eligibility, including providing quality assurance to ensure FHWA on LPAs behalf that the project is designed, constructed and managed according to federal rules and regulations. State will coordinate with LPA on federal funding issues on behalf of LPA, and

**WHEREAS**, Federal Regulations provide that LPA shall not profit or otherwise gain from local property assessments that exceed LPA's share of project costs, and

**WHEREAS**, the funding for the project under this Agreement includes monies from the FHWA, therefore, if a non-federal entity expends \$750,000 or more in total federal awards in a fiscal year then the audit requirements of 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F, must be addressed as explained further in this Agreement, and

**WHEREAS**, the total cost of the project is currently estimated to be \$5,233,821.00, but such costs may increase or decrease due to variations between the estimated and actual project costs, and

**WHEREAS**, LPA's share of the total project costs is estimated to be \$908,048.00 (\$214,868.00 as match to the federal funding and \$693,180.00 as non-participating). LPA has earmarked and has placed in its fiscal budget at least the amount of the local match indicated above. These costs may increase or decrease due to variations between the estimated and actual project costs, and

**WHEREAS**, the project is described as follows:

The Bellevue Major Street Resurfacing project is a pavement maintenance program that consists of milling the existing road surface, overlaying a new hot mix asphalt surface, adjusting the existing utility manholes and valve boxes to match the new asphalt surface, and applying new pavement striping. All work would be confined within the existing roadway pavement.

**WHEREAS**, LPA desires that this project, the location of which is shown on attached **Exhibit "A"**, be developed and constructed under the designation of Project No. MAPA-5081(2) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of the

LPA dated the \_\_\_\_\_ day of \_\_\_\_\_, 2021, attached as **Exhibit "B"** and incorporated herein by this reference.

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

**SECTION 1. DEFINITIONS**

For purposes of this Agreement, the following definitions will apply:

**"CFDA"** means Catalog of Federal Domestic Assistance.

**"CFR"** means the Code of Federal Regulations.

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

**"LPA"** means Local Public Agency that is sponsoring a Federal-Aid transportation project.

**"NEB. REV. STAT."** means the Nebraska Revised Statutes, which is the official compilation of Nebraska law.

**"OMB"** means the Federal Office of Management and Budget.

**"FULL-TIME PUBLIC EMPLOYEE"** means a public employee who meets all the requirements and is afforded all the benefits of full-time employees as that phrase is applied to other employees of the employing entity. A person is not a full-time employee if that person provides outside private consulting services, or is employed by any private entity, unless that person can prove to State in advance, that employee's non-public employment is in a field unrelated to any aspect of the project for which Federal-aid is sought.

**"PUBLIC EMPLOYEE"** for the purpose of selecting an RC for this project means a person who is employed solely by a county, a municipality, a political subdivision, a Native American tribe, a school district, another entity that is either designated by statute as public or quasi-public, or entity included on a list of entities determined by State and approved by the Federal Highway Administration (FHWA), as fulfilling public or quasi-public functions.

**"RESPONSIBLE CHARGE"** or **"RC"** means the public employee or elected official who is fully empowered by LPA and has actual day-to-day working knowledge and responsibility for all decisions related to all aspects of the Federal-aid project from planning and development through construction project activities, including all environmental commitments before, during and after construction. The RC is the day-to-day project manager, and LPA's point-of-contact for the project. Responsible charge does not mean merely delegating the various tasks; it means active day-to-day involvement in identifying options, working directly with stakeholders, making decisions, and actively monitoring project construction. It is understood that RC may delegate or contract certain technical tasks associated with the project so long as RC actively manages and represents LPA's interests in the delegated technical tasks.

**"STATE"** means the Nebraska Department of Transportation in Lincoln, Nebraska, its Director, or authorized representative. State is a funding liaison between LPA and the United States Department of Transportation for LPA federally funded transportation projects.

**"STATE REPRESENTATIVE"** means an individual from the Nebraska Department of Transportation District Office assigned to the project, who will perform State's federal funding eligibility duties under this Agreement.

## **SECTION 2. DURATION OF THIS AGREEMENT (2-25-14)**

- 2.1 *Effective Date*** --This Agreement is binding on the date it is fully executed by State.
- 2.2 *Renewal, Extension or Amendment*** --This Agreement may be renewed, extended or amended by mutual agreement or as otherwise provided herein.
- 2.3 *Identifying Date*** – For convenience, this Agreement’s identifying date will be the date State signed the Agreement.
- 2.4 *Duration***– This Agreement will expire upon completion of LPA’s Federal-aid project and final financial settlement, except that any terms of this Agreement that contemplate long term activities of LPA such as environmental, maintenance, and operational commitments, will remain in effect as long as required by law, NEPA document, permit or agreement.
- 2.5 *Termination*** -- Further, State reserves the right to terminate this Agreement as provided herein. If LPA determines that for any reason it will not continue with the development of this project as a Federal-aid project, LPA shall notify State and negotiate any necessary project termination conditions consistent with this Agreement.

## **SECTION 3. PURPOSE OF AGREEMENT**

- 3.1 LPA wishes to obtain Federal-aid funding for a transportation project on a street, highway, road, trail or other transportation related facility under LPA’s jurisdiction. The Federal Highway Administration (FHWA) will not provide funding directly to LPA for this project but will provide Federal funding for eligible and participating project costs through State. State, pursuant to Neb. Rev. Stat. § 39-1305, will act under this Agreement as a steward of Federal Funds and as a liaison between LPA and FHWA. The purpose of this Agreement is to set forth the understanding of LPA and State concerning their respective duties to enable the project to be eligible for federal-aid funding. Under this Agreement, LPA shall continue to have all duties concerning any aspect of project management, planning, design, construction, operation and maintenance. Nothing in this Agreement shall be construed to create any duty of State to LPA concerning such matters. LPA further agrees that LPA shall have no claim or right of action against State under this Agreement if FHWA determines that the project is not eligible in whole or in part, for federal-aid funding. The following sections of this Agreement include the program requirements and other conditions State believes in good faith that LPA must meet for this project to be eligible for federal funding.
- 3.2 LPA acknowledges that many conditions must be met for the transportation project contemplated by this Agreement to be constructed and for project costs to be reimbursed with federal-aid funds. Those conditions include, but are not limited to, the unknown availability of federal-aid funds, the timely and satisfactory completion of all federal-aid funding requirements and the perceived priority of this project with other projects competing for limited federal-aid funds. Therefore, LPA agrees to develop this project in an effort to meet all federal and state eligibility requirements so the project may be determined eligible for federal-aid funding.

## **SECTION 4. RESPONSIBLE CHARGE (RC) REQUIREMENTS**

- 4.1 LPA hereby designates Dean Dunn as the RC for this project.
- 4.2 Duties and Assurances of LPA concerning its designated RC for this project.
  - 4.2.1 LPA understands the duties and responsibilities of LPA and RC as outlined in LPA Guidelines Manual for Federal-Aid Projects.
  - 4.2.2 LPA has authorized and fully empowered the RC to be in day-to-day responsible charge of the subject Federal-aid project; this does not mean merely supervising, overseeing or delegating various tasks, it means active day-to-day involvement in the project including identifying issues, investigating options, working directly with stakeholders, and decision making.
  - 4.2.3 The RC is a full-time public employee or elected official of LPA, or a full-time employee of another entity as defined in "Public Employee" above.
  - 4.2.4 LPA agrees to take all necessary actions and make its best good faith efforts to ensure that the RC's work on the project would be deemed to meet the same standards that State must meet under 23 CFR 635.105.
  - 4.2.5 If, for whatever reason, the designated RC is no longer assigned to the project during the design phase, LPA shall, within one day or sooner if possible, notify verbally and in writing State's LPD Quality Management Engineer and the LPD Project Coordinator; after such notification LPA shall replace the RC no later than thirty calendar days or sooner if possible. If the designated RC must be replaced during the letting or construction phases, LPA shall, within one day or sooner if possible, notify verbally and in writing State's LPD Quality Management Engineer, the LPD Project Coordinator, and State District Representative; after such notification, LPA shall replace the RC no later than ten calendar days or sooner if possible. With advance written approval by State, LPA may use a Provisional RC in accordance with State's Provisional RC Policy.
  - 4.2.6 LPA agrees that it is ultimately responsible for complying with all Federal and State requirements and policies applicable to Federal-aid highway projects. This includes, but is not limited to, meeting all post-construction commitments, including but not limited to environmental or maintenance. LPA understands that failure of LPA or State to meet any eligibility requirements for Federal funding may result in the loss of all Federal funding for the project. In the event that LPAFHWA finds that the project is ineligible for Federal funding, LPA will repay State all previously paid Federal Funds, as determined by State, and any costs or expenses State has incurred for the project, including but not limited to, any costs reimbursed for the time and expenses of the RC.
  - 4.2.7 LPA acknowledges that many conditions must be met for the transportation project contemplated by this Agreement to be constructed and for project costs to be reimbursed with federal-aid funds. Those conditions include, but are not limited to, the unknown availability of federal-aid funds, the timely and satisfactory completion of all federal-aid funding requirements, and State's perceived priority of this project with other projects competing for limited federal-aid funds.

- 4.2.8 The Parties further understand that the project plans and specifications shall be sealed, signed and dated by a professional licensed engineer in State of Nebraska, and that estimates will be prepared and the construction will be observed by a professional engineer licensed in State of Nebraska or a person under direct supervision of a professional engineer licensed in State of Nebraska as required by Neb. Rev. Stat. § 81-3445.

## **SECTION 5. FEDERAL AID PROJECT REQUIREMENTS**

For any work to be completed by LPA on this project, LPA agrees to comply with all Federal-aid project procedures and requirements applicable to this project, including federal laws, and when applicable, state and local laws, and the LPA Guidelines Manual for Federal-aid Projects.

### **5.1 The Applicable Legal and Contract Requirements.**

- a. The primary provisions of law applicable to this Agreement are generally found in 23 U.S.C. Section 134; and 23 CFR Part 420, subpart A, and Part 450, subpart C.
- b. **LPA Guidelines Manual** - LPA also agrees to strictly comply with the applicable provisions of Guidelines Manual for Federal Aid Projects (The Manual), which is incorporated herein by this reference. The Manual is a document drafted in part, and formally approved, by the FHWA as a document setting out requirements for LPA projects funded with Federal-aid funds. A current version of The Manual can be found in its entirety at the following internet address:  
<https://dot.nebraska.gov/media/6319/lpa-guidelines.pdf>. In the event LPA believes that The Manual does not clearly address a particular aspect of the project work, LPA shall seek guidance or clarification from State's Local Project Division Section Engineer or Project Coordinator, and shall make its best effort to comply with such guidelines or clarification.

### **5.2 Federal Oversight.**

If the project has been designated as full federal oversight, then additional federal oversight and approvals will be required. It is the responsibility of LPA to understand the additional requirements and ensure that State and FHWA are provided timely notice for additional oversight and approvals.

## **SECTION 6. SCHEDULE**

In order to retain federal funding for this project, LPA shall cause the project to move promptly through all project stages to meet the targeted letting date. LPA shall coordinate with State concerning the progress of the project and notify State of any issues that will affect the project schedule. Failure of LPA to properly advance the project or meet project deadlines may result in suspension or termination and loss of federal funding for this project. See SECTION 19. SUSPENSION OR TERMINATION.

## **SECTION 7. PROCUREMENT OF PROFESSIONAL SERVICES**

### **7.1 Engineering Services**

LPA shall procure engineering services providers using the Qualifications Based Selection process set out in the LPA Guidelines Manual. Engineering services include, but are not limited to; planning studies, preliminary engineering, environmental activities, Right-of-Way design, construction engineering, or architectural services.

## **7.2 Right-of-Way Services**

LPA shall comply with State's "Right-of-Way Acquisition Guide for Local Public Agencies" and State's "Right-of-Way Manual" for the procurement of Right-of-Way services for property acquisition appraisals, appraisal reviews, negotiations, and relocation assistance.

## **SECTION 8. COORDINATING PROFESSIONAL**

If LPA's project involves more than one licensed professional engineer or architect, LPA will designate a Coordinating Professional for this project, as required by Neb.Rev.Stat. § 81-3437.02 of the Nebraska Engineers and Architects Regulation Act (Neb.Rev.Stat § 81-3104 et seq.). LPA will notify State in writing of such designation prior to commencement of professional services. The Coordinating Professional shall apply his or her seal and signature and the date to the cover sheet of all documents and denote the seal as that of the Coordinating Professional. The Coordinating Professional shall verify that all design disciplines involved in the project are working in coordination with one another, and that any changes made to the design are approved by the corresponding discipline. LPA's failure to provide written notice to State under this section may result in the costs of previous professional services being declared ineligible for reimbursement or other sanctions allowed by law or both.

## **SECTION 9. DEVELOPMENT OF THE PROJECT**

LPA shall be responsible for all stages of the development and construction of this Federal-aid project. The stages of LPA's project may include all or any of the following services: environmental, design, right-of-way, utilities, railroad, and construction. This Agreement, in conjunction with the LPA Guidelines Manual, will define the responsibilities and actions required by LPA for each of these applicable services.

## **SECTION 10. ENVIRONMENTAL RESPONSIBILITY**

### **10.1 NEPA**

- 10.1.1 LPA must comply with the National Environmental Policy Act (NEPA) and all applicable federal, state and local environmental requirements because this project is federally funded. Therefore, prior to letting the project, LPA shall be responsible for (1) completing all environmental reviews, (2) obtaining permits and approvals. Additionally, LPA shall be responsible for meeting all environmental commitments during and after the construction of the project.
- 10.1.2 Prior to appraising property, acquiring right-of-way, or final design for the project, LPA shall receive approval by State and the FHWA of one of the following: (1) Categorical Exclusion, (2) Environmental Assessment - Finding of No Significant Impact, (3) Environmental Impact Statement - Record of Decision.
- 10.1.3 Public involvement must be held in accordance with State's "Pursuing Solutions Through Public Involvement" located at:  
<http://www.transportation.nebraska.gov/docs/public-involvement.pdf>. When the NEPA process requires public involvement, LPA shall conduct necessary location or design hearings or combined location and design public hearings. State Local Projects, Project Coordinator is available to assist LPA in determining

what public involvement efforts are required based upon NEPA and public sensitivities.

#### **10.2 Municipal Separate Storm Sewer System (MS4) Program**

If LPA's project is within an area that is subject to the federal Storm Water Phase II Regulatory Requirements of 40 CFR 122.34 (b), then LPA or the project consultant will design, construct and maintain, as a part of this project, water quality facilities as required by LPA's National Pollutant Discharge Elimination system (NPDES) permitted Municipal Separate Storm Sewer System (MS4) program. If LPA does not have an active construction storm water management and post construction storm water management program, LPA or the project consultant shall follow the State MS4 program.

### **SECTION 11. DESIGN**

#### **11.1 Preparation of Plans, Specifications, and Estimates**

LPA will develop project plans, specifications, and estimates sufficient for a bid letting. This work may be accomplished by LPA or a consultant selected by LPA following the process set out in SECTION 7. PROCUREMENT OF PROFESSIONAL SERVICES. The scope of services and associated costs will be set out in a Professional Services Agreement using States' standard template agreement. Any work performed prior to execution of said agreement, Federal authorization of funding, and receipt of a Notice to Proceed will not be eligible for Federal-aid. All plans, specifications, and estimates must be submitted to State for review and comment for federal funding eligibility.

#### **11.2 Professional Performance**

It is understood by the Parties that LPA is solely responsible for the professional performance and ability of LPA and the project consultant(s) in the planning, design, construction, operation and maintenance of this project. Any review or examination by State, or acceptance or use of the work product of LPA or the project consultant(s) will not be considered to be a full and comprehensive review or examination and will not be considered an approval, for funding or for any other purpose, of the work product of LPA and the project consultant(s) which would relieve LPA from any expense or liability that would be connected with LPA's sole responsibility for the propriety and integrity of the professional work to be accomplished by LPA for the project.

### **SECTION 12. RIGHT-OF-WAY**

#### **12.1 Governing Documents**

The Federal law governing acquisition of additional property rights and relocation on federally assisted projects is found in 23 CFR Part 710, and Public Law 91-646, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, commonly called the Uniform Act (49 CFR Part 24). The LPA shall comply with 23 CFR part 710, the Uniform Act, State's "Right-of-Way Acquisition Guide for Local Public Agencies" and State's "Right-of-Way Manual".

The Uniform Act applies whenever Federal dollars are used in any phase of a project, such as planning, engineering, environmental studies, or construction. **The Uniform Act must be followed even if there is NO Federal funding in the Right-of-Way**

**phase.** State's Relocation Assistance Act, Neb. Rev. Stat. §§ 76-214 to 76-1238 applies on all projects.

#### **12.2 Costs**

Any eligible actual Right-of-Way costs incurred by LPA shall be billed to State for reimbursement in accordance with the SECTION 18. FINANCIAL RESPONSIBILITIES in this Agreement.

#### **12.3 Encroachments**

Federal law requires that the right-of-way for a Federal-aid project must be dedicated exclusively to the transportation use for which the project is to be constructed. State will not advertise for, or hold, a bid letting for LPA's project until the existing ROW has been cleared of all encroachments. LPA, at no cost to the project, shall clear the entire existing Right-of-Way of this project of any private or non-LPA uses or occupancy of the area above, below, or on the existing Right-of-Way. LPA agrees to take all necessary actions, including but not limited to (1) bringing appropriate legal proceedings to remove encroachments if the owner has no right to occupy the public ROW, (2) to acquire and pay for the removal of encroachments when the owner's right to occupy public ROW is clear, or (3) to litigate or otherwise resolve all disputed claims to State's satisfaction at LPA's sole cost. LPA understands that after the project is completed, LPA shall keep the project ROW free of future public or private encroachments or uses. LPA shall communicate regularly with State about the status of LPA's efforts to remove all encroachments identified on the project

#### **12.4 Land Corners**

LPA shall fully cooperate with State and the project consultants to locate and reference or have located and referenced all section corners, quarter section corners and subdivision lot corners that may be affected by the construction of the proposed project in accordance with Section 39-1708 et. seq., R.R.S. 1943 as amended.

#### **12.5 Special Assessments**

Prior to initiating a special assessment on a Federal-aid project, LPA shall notify State of LPA's proposed assessment. A special assessment levied as part of this Federal-aid project shall be conducted as described in this section.

LPA is required to provide to State documentation for each of the four points noted below. LPA is also required to follow all the terms of the Uniform Act in the acquisition of right-of-way for this Federal-aid project.

"When federal funds participate in a project, an LPA may not levy a *special assessment*, solely against those property owners from whom acquisitions are made for the public improvement, for the primary purpose of recovering the compensation paid for the real property. This recapture of compensation would constitute a form of forced donation, which is coercive and thus not permitted under the Uniform Act. However, an LPA may levy an assessment to recapture funds expended for a public improvement, provided the assessment is levied against all properties in the taxation area or in the district being improved and provided it is consistent with applicable local ordinances."

LPA needs to confirm there is no Uniform Act violation by documenting the following:

- The affected property owners will be provided just compensation for their property as required by the Federal and State Constitutions and reiterated in the Uniform Act.
- The acquisition costs will be paid by LPA and property owners made aware they will not be assessed the cost to acquire their property needed for the project.
- The purpose of the special assessment is not to recover the acquisition costs.
- The assessment will not be arbitrarily imposed on selected property owners in the special improvement district in response to their demand for just compensation or that the assessment will be implemented in a way that differs from the way other like assessments have been imposed under similar circumstances.

The project files must contain documentation affirming the above bulleted items.

#### **12.6 Reimbursement of LPA's Right-of-Way**

LPA is not expected to incur any reimbursable ROW costs for this project. However eligible ROW expenses include appraisal fees, title research fees, ROW Consultant fees, tract acquisition costs, reasonable relocation assistance costs, condemnation awards and Board of Appraisers fees. Additional expenses for condemnation proceeding or District Court Trial may be reimbursed to LPA on a case-by-case basis. All required documentation of Chapter 7 of State's Right-of-Way Manual must be submitted to and approved by State Right of Way Division in order for LPA's ROW expenses to be reimbursed. All requests for ROW reimbursement should be submitted to State on ROW Form AP-23, along with supporting documents. One form needs to be completed for each property tract on the project.

### **SECTION 13. RAILROAD**

This section has intentionally been left blank in this contract.

### **SECTION 14. UTILITIES**

14.1 Utility facilities installed, relocated, or rehabilitated within the Right-of-Way for this project must be completed in accordance with the provisions of Federal-aid Highway Policy Guide, 23 C.F.R. § 645A, "Utility Relocations, Adjustments and Reimbursement", and Federal-Aid Policy Guide, 23 CFR 645B, "Accommodation of Utilities" issued by the U.S. Department of Transportation, Federal Highway Administration, and State's "Policy for Accommodating Utilities on State Highway Right-of-Way." Further, LPA utility work shall be performed in conformance with the Buy America provisions found at 23 U.S.C § 313 and applicable regulations in 23 C.F.R § 635.410. LPA's project utility work shall also follow the current "Policy for Accommodating Utilities on State Highway Right-of-Way" and the LPA Guidelines Manual. In order for the utility work to be eligible for Federal-aid, a utility agreement between LPA and the Utility will need to be executed by both parties and approved by State. A Notice to Proceed given by State to LPA must be obtained prior to beginning the utility rehabilitation or utility installation work. State's standard utility agreement (State Template AGR167) must be used; a copy of this Agreement can be obtained from the LPD Project Coordinator.

14.2 All eligible non-betterment municipally owned and operated utility rehabilitation costs within the corporate limits of LPA will become a project cost. Outside the corporate limits, the non-betterment portion of utility rehabilitation costs will become a project cost for facilities occupying private property.

Further, there will be no Federal reimbursement for utility facilities if they are located on existing public Right-of-Way, unless a right to future reimbursement was retained in the prior project; however, non-betterment costs of privately owned and operated utilities that serve a public interest will be reimbursed if they exist on private property and it becomes necessary to rehabilitate the utilities due to this project. All such reimbursements will be based on items and actual costs submitted by the utility and approved by LPA and State up to the amount of federal funding obligation obtained by State.

### 14.3 LPA Owned Utilities

#### 14.3.1 Waterlines and Sanitary Sewer Lines – Along and under the project route

LPA or the project consultant will be responsible for designing the location within the new project of any waterlines or sewer lines that are located along and under the transportation project route. If applicable, LPA shall cooperate with and provide the design consultant with the non-location design items, such as type, size and needed accessories, for any lines of these types.

#### 14.3.2 All other Utility Facilities – Along or crossing the project

The eligible non-betterment costs of the necessary rehabilitation of all other LPA owned utility facilities shall be a project cost. No LPA owned utility rehabilitation work shall be performed by LPA prior to State obtaining Federal authorization and receipt of a Notice to Proceed; any work performed by LPA prior to receipt of Notice to Proceed will not be eligible for Federal-aid. **LPA shall develop the rehabilitation plan for the other LPA owned facilities affected by the project and submit the plan to State for review and approval.** State may either (1) allow LPA to separately construct the other LPA owned utility rehabilitation plan, or (2) incorporate the other LPA owned utility rehabilitation plan into the plans for the transportation project to be constructed by the project construction contractor. When LPA separately constructs the other LPA owned utility rehabilitation, LPA shall submit to State its final invoice for the utility rehabilitation for State's review and reimbursement of actual eligible costs.

#### **14.4 Non-LPA Owned Utilities**

LPA shall develop a Utility Rehabilitation Agreement for LPA to approve and sign with each non-LPA owned Utility Company that has utility facilities that may be affected by the project construction. **LPA shall formally approve and sign all Utility Rehabilitation Agreements with non-LPA owned utilities.** The agreements will require the owner of the utility facilities to develop a plan and schedule the completion of a project for the necessary rehabilitation of each facility caused by the project. State will reimburse the eligible non-betterment rehabilitation costs incurred by the non-LPA owned utility. LPA shall take all actions State deems necessary to comply with any utility rehabilitation agreement(s) on this project, including enforcing the utility rehabilitation work schedule to avoid to the maximum extent possible any conflict with the project construction contractor's schedule.

#### **14.5 State Highway Right-of-Way**

Any project utility work to be completed within a State Highway ROW will require LPA to obtain approval and a form of a letter of authorization or a permit from State. State shall assist LPA with contacting State's local District Engineer or Permits Officer to determine if a permit or permits are needed for the project and to make application for any needed permits to the District Engineer.

### **SECTION 15. FINAL PLANS, BID LETTING AND CONSTRUCTION**

#### **15.1 Plans, Specifications and Estimates (PS&E)**

LPA is solely responsible for the accuracy and completeness of the PS&E package for LPA's project. Approximately five months prior to the targeted letting date, LPA shall submit a complete final plans package (including, but not limited to the following documents; 100 percent plans, specifications, engineers' estimate, status of utilities, status of environmental commitments, environmental permits, right-of-way certificate) to State's Local Projects Division Project Coordinator for review. The PS&E package will be reviewed by State. LPA shall promptly make, or cause to be made, any necessary or requested changes and provide all required certifications, in order for the PS&E package to be ready for advertisement to meet the targeted date of the bid letting.

#### **15.2 Bid Letting and Award of Construction Contract**

State, on behalf of LPA, will provide State's standard notice to bidders and will conduct a bid letting for LPA's Federal-aid project following State's bid letting and award procedures. State will recommend, for LPA's review and approval, its determination of the apparent low bidder for the project, except when State rejects all bids. LPA must provide a resolution concurring with the selection of the low bidder before State will issue the construction contract for signing. LPA shall sign the construction contract with the selected contractor and will issue all applicable purchasing agent appointments and tax exempt certificates for this project.

#### **15.3 Construction and Construction Engineering**

LPA agrees to cause the project to be constructed in compliance with the approved PS&E package, State approved change orders, and applicable rules, regulations and statutes. The construction of this project will require a) the services of the RC as LPA's representative, b) construction oversight by a licensed professional engineer (see Neb.

Rev. Stat. § 81-3445), and c) a State Representative from the District whose review of the project's construction will relate solely to the eligibility of the project for federal funding.

Trans\*Port SiteManager shall be used as the construction record-keeping system for construction and construction engineering services for this project. The RC and construction Consultants must complete State's training in the use of Trans\*Port SiteManager software.

LPA will be solely responsible for all construction engineering on this project. The construction engineering is an eligible project expense and includes, but is not limited to; construction management, staking, inspection and field testing. This work may be accomplished by LPA, or a Consultant selected by LPA, following the process set out in SECTION 7. PROCUREMENT OF PROFESSIONAL SERVICES. The scope of services and associated costs will be set out in a Professional Services Agreement using State's standard template agreement. Construction engineering services will not be eligible for Federal funding if performed prior to: 1) execution of said agreement, 2) Federal authorization of funding, and 3) receipt of a written Notice to Proceed.

## **SECTION 16. PROJECT COMPLETION, ACCEPTANCE, AUDIT, AND FINAL SETTLEMENT**

### **16.1 Tentative Final Acceptance**

Consultant, or LPA providing the construction engineering, shall notify the RC in writing when all contract work is complete and ready for inspection. RC shall, within one week, inspect the work for conformance with the construction contract. Within one week of acceptance of the work by LPA, LPA shall issue a Tentative Final Acceptance letter to the Contractor, with a copy to State, advising them that all contract work has been tentatively accepted.

- 16.2 NDOT Form 91 - Notification of Contract Completion** Upon receipt by State of LPA's Tentative Final Acceptance letter to the Contractor, State's District Engineer will prepare and distribute a NDOT Form 91. Consultant or LPA providing construction engineering services may only incur expenses for up to 45 days following the construction completion date sited on the NDOT Form 91 or the Tentative Final Acceptance letter.

### **16.3 NDOT Form 299 – Project Construction Conformity Certification**

When the project final records are ready to be submitted to State for approval, LPA and, when applicable, LPA's Consultant shall certify project construction conformity by signing the NDOT Form 299. LPA shall submit the NDOT Form 299, one set of As-Built Plans (per the Nebraska Department of Transportation Construction Manual) and all final records to State Representative.

State Representative assigned to the project will then conduct a final review of the project and determine whether the project meets federal program requirements. If State Representative determines the project meets federal requirements, State Representative will submit the NDOT Form 299, the final records, and one set of As-Built Plans to State Construction Division – Final Review Section. If State Representative determines the project does not meet federal program requirements, State Representative will notify LPA's RC in writing of what must be done to bring the project into compliance.

State Construction Division – Final Review Section will review and approve the finals package, and when approved, will sign the NDOT Form 299 and distribute it to the NDOR Controller Division, to provide notification of project closeout and to request final payment to the Contractor.

#### **16.4 Audit and Final Settlement with LPA**

16.4.1 If deemed necessary, an audit will be performed by State to determine whether the actual costs incurred on the project are eligible for reimbursement with Federal Funds. LPA shall cooperate fully with State and shall provide any relevant information necessary to complete the final audit of the project. LPA shall take any actions necessary to resolve any issues involved with the audit of the project.

16.4.4 The amount of the final settlement between State and LPA will be LPA's share of the total eligible project costs, plus all ineligible project costs, less the total local funds previously paid to State by LPA.

16.4.5 If LPA's calculated share is more than the amount of local funds previously paid to State, State will bill LPA for the difference. LPA agrees to pay the amount due State within thirty (30) days of receipt of invoice.

16.4.6 If LPA's calculated share is less than the amount of local funds previously paid to State, State will reimburse LPA for the difference.

#### **SECTION 17. MAINTENANCE AND ENVIRONMENTAL COMMITMENTS**

LPA accepts sole responsibility for maintenance of the project after tentative acceptance of the project. LPA shall provide all future maintenance of the project consistent with the requirements for a Federal-aid project. LPA also accepts responsibility for meeting all project environmental and other commitments and responsibilities required by contract, permit, and environmental document or by federal or state law. LPA will release and hold harmless State and FHWA from any suits brought against State arising out of LPA's operation and maintenance of or related to the project.

#### **SECTION 18. FINANCIAL RESPONSIBILITY**

##### **18.1 General**

LPA intends that its project be developed so that the project costs will be eligible for partial reimbursement with Federal-aid funds. The Parties understand that no State funds will be used to finance the costs of LPA's project. LPA understands that payment for the costs of this project, whether they be services, engineering, ROW, utilities, material or otherwise, are the sole responsibility of LPA when Federal participation is not allowable or available or if the project is subsequently determined to be ineligible for Federal-aid funding. Therefore, if the Federal government declines to participate in the project or any portion of the project, LPA is responsible for full project payment with no cost or expense to State in the project or in the ineligible portion of the project. Should the project be abandoned before completion by LPA, LPA shall pay or repay State for all costs incurred by State or reimbursed with Federal-aid funds prior to such abandonment.

## 18.2 Total Project Costs and Funding Commitments

The total cost of the project is currently estimated to be \$5,233,821.00, as set out in the table below:

<b>ESTIMATED PROJECT FUNDING (Attach supporting documentation for estimates)</b>						
	FFY of TIP/STIP	Federal	Local Match	Nonparticipating	Other	Total
<b>PE Phase</b>	2021					
PE		0.00	0.00	115,000.00	0.00	115,000.00
NEPA		0.00	0.00	15,000.00	0.00	15,000.00
Final Design	2021	0.00	0.00	0.00	0.00	0.00
RC		0.00	0.00	0.00	0.00	0.00
NDOT		8,000.00	2,000.00	0.00	0.00	10,000.00
<b>PE Subtotal</b>		<b>\$8,000.00</b>	<b>\$2,000.00</b>	<b>\$130,000.00</b>	<b>\$0.00</b>	<b>\$140,000.00</b>
<b>ROW</b>	2021	0.00	0.00	0.00	0.00	0.00
<b>Utilities</b>	2022	0.00	0.00	0.00	0.00	0.00
<b>Construction</b>	2022	3,205,793.00	801,448.00	498,380.00	0.00	4,505,621.00
<b>CE Phase</b>						
CE		320,600.00	80,100.00	49,800.00	0.00	450,500.00
RC		64,100.00	16,000.00	10,000.00	0.00	90,100.00
NDOT		34,100.00	8,500.00	5,000.00	0.00	47,600.00
<b>CE Total</b>		<b>\$418,800.00</b>	<b>\$104,600.00</b>	<b>\$64,800.00</b>	<b>\$0.00</b>	<b>\$588,200.00</b>
<b>TOTAL</b>		<b>\$3,632,593.00</b>	<b>\$908,048.00</b>	<b>\$693,180.00</b>	<b>\$0.00</b>	<b>\$5,233,821.00</b>

Both LPA and State recognize this is a preliminary estimate and the final cost may be higher or lower. In order to exceed the costs obligated for some of the phases set out above, LPA must seek and obtain, from State, additional Federal funding obligation by:

- Submitting a detailed cost estimate, when applicable, and receiving State's approval of such estimate,
- Receiving notification from State that additional Federal Funds have been obligated,
- Receipt of a notice to proceed from State to incur costs, if applicable

Funding conditions applicable to this project are as follows: The Preliminary Engineering and Environmental Services costs are non-participating; and a portion of the Construction and Construction Engineering costs are non-participating, as shown in the above table. All federal participating construction and construction engineering costs will be set up as Advanced Construction (AC).

## 18.3 LPA Responsibility

LPA understands that payment for the costs of this project, whether they be services, engineering, Right-of-Way, utilities, material or otherwise, are the sole responsibility of LPA when Federal participation is not allowable or available or if the project is subsequently determined to be ineligible for Federal-aid funding. Therefore, when the Federal government refuses to participate in the project or any portion of the project LPA is responsible for full project payment with no cost or expense to State in the project or in the ineligible portion of the project. Should the project be abandoned before completion, LPA shall pay or repay State for all costs incurred by State prior to such abandonment.

## 18.4 Reimbursement of Costs Incurred by LPA

LPA incurred project costs of the five (5) types listed in this section may be eligible for reimbursement from Federal-aid funds for this project if:

- LPA submits a detailed cost estimate, when applicable, and State approves such estimate,
- State has obtained Federal Funds obligation,
- State issues notice to proceed to LPA to incur costs. Work performed on the project prior to receipt of the Notice-to-Proceed is ineligible for Federal-aid reimbursement, and
- LPA submits invoices no more frequently than monthly. LPA is responsible for submitting for reimbursement the total actual costs expended that are eligible for Federal-aid. State, on behalf of FHWA, will review the costs submitted and determine what costs are eligible for reimbursement. State will reimburse LPA for the Federal share of the eligible actual costs. LPA shall retain detailed cost records supporting all invoices and shall submit those records to State upon request.

The criteria contained in Part 31 of the Federal Acquisition Regulations System (48 CFR 31) will be applied to determine whether the costs incurred by LPA are allowable under this Agreement, including any Professional Services agreements.

#### **18.4.1 LPA Project oversight costs**

Project oversight costs include: direct costs, such as compensation of LPA employees for their time devoted and related directly to the performance of the project phase for which the federal-aid was approved; cost of materials consumed as part of the project; and indirect costs, with an approved Indirect Cost Allocation Plan as outlined in the LPA Guidelines Manual for Federal Aid Projects. If LPA wishes to be reimbursed for these costs, State will request an initial Federal funding obligation of \$5,000 for this purpose, so that LPA may commence work immediately following receipt of a notice to proceed from State prior to performing any work which would result in exceeding the initial \$5,000 Federal funding authorization.

If additional reimbursement is desired by LPA, LPA must submit a detailed cost estimate for approval by State. If approved, State will request an adjustment to the Federal funding obligation.

#### **18.4.2 LPA provided professional services**

Professional services provided by LPA, such as preliminary engineering and construction engineering, require execution of a Professional Services Agreement to identify the services to be provided by LPA and associated costs.

**Any Professional Services performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.**

#### **18.4.2 Non-betterment Utility Relocation Costs**

Certain utility relocation costs incurred by LPA may be eligible for reimbursement from Federal-aid funds. Reimbursement of these costs require LPA to execute a Utility Agreement with the applicable utility using State's template agreement, which shall identify the services to be provided by the utility and associated

costs. **Any utility work performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.**

#### **18.4.3 Right-of-Way**

Certain right-of-way costs incurred by LPA may be eligible for reimbursement from Federal-aid funds. Eligible ROW expenses include, but are not limited to, appraisal fees, title research fees, ROW Consultant fees, tract acquisition costs, reasonable relocation assistance costs, condemnation awards and Board of Appraisers' fees. Additional expenses for condemnation proceedings or District Court Trials may be reimbursed to LPA on a case-by-case basis.

If LPA uses ROW service providers, LPA shall execute an agreement using State's template agreement, which shall include a detailed scope of services and associated costs. **Any right-of-way costs incurred prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.**

#### **18.4.4 Railroad**

Certain railroad costs incurred by LPA may be eligible for reimbursement from Federal-aid funds. Reimbursement of these costs require LPA to execute a Railroad Agreement with the applicable railroad using State's template agreement, which shall identify the services to be provided by the railroad and associated costs. **Any railroad work performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.**

#### **18.5 Payment of Consultant Professional Services by State**

When LPA uses consultant professional services for this project, the costs of these services may be eligible for payment from Federal-aid funds. For State to pay for these professional services, LPA must execute an agreement with the service provider using State's template agreement. Such agreement shall include a detailed scope of services and fee proposal. State shall pay the consultant directly, with Federal and local funds, for any eligible costs. Any non-participating costs, or costs determined to be ineligible, shall be the sole responsibility of LPA and LPA shall reimburse State for any such costs paid to the Consultant. **Any professional services performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.**

#### **18.6 Payment of Construction Costs by State**

All project contractor construction costs will be paid directly to the contractor by State, on behalf of LPA. Progress invoices and final invoices shall be prepared by the RC or Consultant using **Trans\*Port SiteManager Software**. All progress estimates and final estimates must be approved by the RC prior to submittal to State Representative for funding approval and processing of payments.

## **18.7 State Incurred Costs**

The expense incurred by State employees to perform tasks related to the development and construction of this project may be part of the cost of the project. LPA shall be responsible for such costs as charged by State employees; however, these costs are eligible for Federal-aid participation up to the maximum amounts outlined below.

The maximum amount for which Federal Funds will participate in State incurred costs are:

1. PE Phase (including ROW Design activities)

Upon execution of this Agreement, State may obligate up to a maximum of \$10,000, allocated in accordance with the table above, for State incurred PE Phase services.

2. Construction Phase

State will request an obligation of Federal Funds equal to 1% of the estimated construction costs or \$5,000, whichever is greater, allocated in accordance with the table above, for Construction Phase services. State will request an additional obligation of Federal Funds of \$2,500 for internal audit costs incurred by State.

LPA shall be solely responsible for any State incurred costs 1) exceeding the Federal share of the obligated funds, 2) not eligible for reimbursement for any reason, or 3) for which an obligation is not obtained.

## **18.8 LPA Project Budget and Invoicing by State**

18.8.1 LPA will earmark and place in its fiscal budget an amount sufficient to fund LPA's project commitments as shown in subsection A. above.

18.8.2 At times determined by State, and after execution of this Agreement, State will invoice LPA for some or LPA's entire share of State incurred preliminary engineering project costs. After execution of a professional consultant services agreement for this project, State will invoice LPA their share of the total agreement amount.

18.8.3 Upon award of the construction contract, State will invoice LPA their share of the construction contract plus contingencies and construction engineering (includes \$2,500 audit costs), and any unbilled preliminary engineering expenses, unless other arrangement have been agreed upon by the Parties. LPA shall pay State within 30 calendar days of receipt of invoice from State.

## **18.9 Audit and Final Cost Settlement**

18.9.1 Final reimbursement requests must be made within 60 days after LPA has filed a completed State DR Form 299 with State. Any invoices submitted after the 60 calendar days will be ineligible for reimbursement.

18.9.2 The final settlement between State and LPA will be made after final funding review and approval by State and after an audit, if deemed necessary, has been performed to determine eligible actual costs. Refer to the SECTION 16. PROJECT COMPLETION, ACCEPTANCE, AUDIT, AND FINAL SETTLEMENT of this Agreement for additional information.

### **18.10 Project Withdrawal**

If LPA withdraws the project for any reason, LPA shall (a) repay State all Federal-aid funds that have been expended for the project and (b) pay State for all of State's costs associated with the project that have not been reimbursed.

## **SECTION 19. SUSPENSION OR TERMINATION**

### **19.1 Suspension.**

State, in its sole discretion, reserves the right to suspend LPA's project when State determines that there are issues related to responsiveness, quality, project monitoring, eligibility or compliance with the terms of this Agreement that must be corrected by LPA. Suspension of the project may include, but is not limited to, State declaring LPA's continued work on the project ineligible for reimbursement and State discontinuing assistance with and review of LPA's work on the project. State shall provide LPA with notice of the suspension including (1) a description of the reason(s) for the suspension, (2) a timeframe for LPA to correct the deficiencies, and (3) a description of the actions that must be taken for State to revoke the suspension.

A suspension may also be imposed by State for any of the reasons listed in the Termination subsection below.

Failure to correct the deficiencies identified in a suspension will be grounds for the loss of eligibility for federal funding for the project and for termination of this Agreement.

### **19.2 Termination.**

This Agreement may be terminated as follows:

- a. State and LPA, by mutual written agreement, may terminate the Agreement at any time for any reason.
- b. State may terminate this Agreement for the following reasons:
  1. A decrease or shift in available federal-aid funding that will, in the sole discretion of State, make it unlikely or impossible for this project to be prioritized to receive federal-aid funding.
  2. When LPA's project has not been properly advanced as evidenced by the occurrence of any of the following events:
    - a) LPA has not sought reimbursement from State for any RC or other eligible project costs for a period of one year.
    - b) LPA has not advanced the project to Right-of-Way acquisition or construction within the time periods set out in 23 USC Section 102(b) and 23 CFR Part 630.112(c)(2) (10 years), and 23 USC Section 108 (a)(2) and 23 CFR Part 630.112(c)(2) (20 years). (See also the FHWA Federal-Aid Policy Order number 5020.1, dated April 26, 2011.)
    - c) LPA's designated RC has not met all RC qualification requirements for the project by the time specified by State.
    - d) LPA has failed to replace the RC with an RC approved by State within 30 days during the design stage or 10 days during the project letting or construction stages, from when the RC leaves, or is removed from the project for any reason.

- e) LPA either (1) informs State that it is unwilling to use condemnation to acquire any of the property interests needed to construct the project, or (2) does not move promptly to acquire the needed property rights.
  - f) LPA has failed to take any action deemed necessary by State for the project to be ready for the targeted letting date within the year specified in the STIP.
  - g) LPA has not included the project or project phases within LPA's one or six year plans or, when applicable, within LPA's Transportation Improvement Program (TIP), in the correct fiscal year.
3. LPA's failure to meet the requirements for Federal-aid local projects found in federal, state, or local law or policy, or the requirements of the LPA Guidelines Manual.
  4. A notice or declaration of FHWA or State that any part of the project is or has become ineligible for federal funding.
  5. LPA's failure to sign any State requested project documents in a timely manner.
  6. LPA's failure to pay in full the local share specified in any agreement within 30 days after receipt of an invoice from State.
  7. LPA's breach of a provision of this Agreement.
  8. LPA's failure to cause the project to be constructed according to the approved project plans and specifications.
- c. LPA may terminate the Agreement upon sixty (60) days written notice of termination to State, subject to LPA meeting the conditions of paragraph 5 below.
  - d. Prior to State terminating this Agreement, State shall provide written notice to LPA of the basis for termination and, when determined applicable by State, provide LPA sixty (60) days to properly resolve all issues identified by State.
  - e. Whenever the project is terminated for any reason, LPA shall (a) repay State all Federal-aid funds that have been expended for the project and (b) pay State for all of State's costs associated with the project that have not been reimbursed under e.(a). Further, LPA will thereafter be solely responsible for all costs associated with LPA's project.

**SECTION 20. FEDERAL AUDIT REQUIREMENT**

- 20.1 The funding for the project under this Agreement includes federal monies from the FHWA. According to the Single Audit Act Amendments of 1996 and the implementing regulations contained in 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F (hereinafter Part 200), the Part 200 Audit is required if the non-federal entity expends \$750,000 or more in total federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.
- 20.2 LPA shall comply with this Single Audit mandate as described in Section 20.1. Any federal funds for LPA projects paid directly to contractors and consultants by State, on behalf of LPA, will be reported on State's schedule of expenditures of federal awards (SEFA) and need not be reported by LPA (as per FHWA's February 16, 2012 letter and State's February 24, 2012 letter). If a Part 200 audit is necessary, the expenditures

related to the federal funds expended under this project should be shown in the report's Schedule of Expenditures of the Federal Awards (SEFA).

20.3 If necessary, the Federal award information needed for the SEFA includes:

**Federal Grantor:** U.S. Department of Transportation – Federal Highway Administration

**Pass-Through Grantor:** Nebraska Department of Transportation

**Program Title:** Highway Planning and Construction (Federal-Aid Highway Program)

**CFDA Number:** 20.205

**Project Number:** MAPA-5081(2)

20.4 If a Part 200 Audit is submitted by LPA, LPA shall notify the Nebraska Department of Roads, Highway Audits Manager, at P.O. Box 94759, Lincoln, NE 68509-4759 when the audit reporting package and the data collection form have been submitted to the Federal Audit Clearinghouse (FAC) website.

#### **SECTION 21. COMMITMENT TO CONTINUED USE OF TRANSPORTATION FACILITY**

LPA has requested Federal-aid funds for this project based on a specific need for the construction or improvement of a street, road, highway, bridge, trail, or other transportation facility. If the project is constructed, LPA commits to use the project facility to meet the specific need that was the basis for the expenditure of Federal-aid funds. LPA shall submit to State, for review and approval, any proposed changes to LPA routes which affect the function or operation of the project facility either during construction or after the project is completed.

#### **SECTION 22. INDEMNITY**

LPA agrees to hold harmless, indemnify, and defend State and FHWA against all liability, loss, damage, or expense, including reasonable attorney's fees and expert fees, that State and/or FHWA may suffer as a result of claims, demands, costs, or judgments arising out of LPA's project and the terms of this Agreement.

#### **SECTION 23. TRAFFIC CONTROL**

LPA shall be responsible for the development, installation, and monitoring of the traffic control plan for the project, and for project related detours, before, during and after construction. Traffic control must conform to the current adopted Manual on Uniform Traffic Control Devices. LPA's RC shall monitor the construction work zone to confirm that the traffic control devices remain in conformance with the traffic control plan. LPA shall certify that all permanent traffic control devices on the completed project have been properly installed. LPA

#### **SECTION 24. CONFLICT OF INTEREST LAWS**

LPA shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions in order for the project to remain fully eligible for State or Federal funding. LPA should review, understand and follow the instructions provided in the **NDOR CONFLICT OF INTEREST GUIDANCE**

**DOCUMENT FOR LPA OFFICIALS, EMPLOYEES & AGENTS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS** located on State website at the following location:

<https://dot.nebraska.gov/media/7349/coi-guidance-doc-lpa.pdf>

LPA must also complete and sign the **NDOR CONFLICT OF INTEREST DISCLOSURE FORM FOR LPAS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS**, for each project. This form is located on State website at the following location:

<https://dot.nebraska.gov/media/7349/coi-guidance-doc-lpa.pdf>

Consultants and subconsultants providing services for LPA's, or submitting proposals for services, shall submit a Conflict of Interest Disclosure Form for Consultants. Consultants and subconsultants shall submit a revised form for any changes in circumstances, or discovery of any additional facts that could result in someone employed by, or who has an ownership, personal, or other interest with Consultant or subconsultant having a real or potential conflict of interest on an LPA federal-aid transportation project.

**SECTION 25. DRUG FREE WORKPLACE**

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

**SECTION 26. RECORDS RESPONSIBILITY**

LPA shall keep a project file for this project and keep and maintain all correspondence, files, books, documents, papers, field notes, quantity tickets, accounting records and other evidence related to costs incurred. LPA shall make such material available at its office at all reasonable times during the contract period and for at least three years from the date of final cost settlement under this Agreement; such records must be available for inspection by State and the FHWA or any authorized representatives of the Federal government, and LPA shall furnish copies to those mentioned in this section when requested to do so.

**SECTION 27. FAIR EMPLOYMENT PRACTICES**

If LPA performs any part of the work on this project, LPA shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb. Rev. Stat. §§ 48-1101 to 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in the SECTION 31. TITLE VI NONDISCRIMINATION CLAUSES of this Agreement. The reference to "Contractor" in this section also means the "LPA".

**SECTION 28. DISABILITIES ACT**

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

**SECTION 29. LAWFUL PRESENCE IN USA AND WORK ELIGIBILITY STATUS**

**PROVISIONS**

LPA agrees to comply with the requirements of Neb. Rev. Stat. §§ 4-108 to 4-114 with its Federal-aid project, including, but not limited to, the requirements of § 4-114(2) to place in any contract it enters into with a public contractor a provision requiring the public contractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within State of Nebraska.

**SECTION 30. DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

**30.1 Policy**

LPA shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this Agreement.

**30.2 Disadvantaged Business Enterprises (DBEs) Obligation**

LPA and State shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal Funds provided under this Agreement. In this regard, LPA shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. LPA shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA assisted contracts.

LPA, acting as a sub-recipient of Federal-aid funds on this project shall adopt the disadvantaged business enterprise program of State for the Federal-aid contracts LPA enters into on this project.

Failure of LPA to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by State or such remedy as State deems appropriate.

**SECTION 31. TITLE VI NONDISCRIMINATION CLAUSES**

During LPA's performance of work under this Agreement, LPA, for itself, its assignees and successors in interest agrees as follows:

- 31.1 Compliance with Regulations: LPA shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- 31.2 Nondiscrimination: LPA, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, age, disability, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. LPA shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.
- 31.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by LPA for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by LPA of LPA's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.
- 31.4 Information and Reports: LPA shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by State or the FHWA to be pertinent to ascertain compliance with such

Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, LPA shall so certify to State, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

31.5 Sanctions for Noncompliance: In the event of LPA's noncompliance with the nondiscrimination provisions of this Agreement, State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including but not limited to,  
(a) Withholding of payments to LPA under this Agreement until LPA complies, and/or  
(b) Cancellation, termination or suspension of this Agreement, in whole or in part.

31.6 Incorporation of Provisions: LPA shall include the provisions of Sections 31.1 through 31.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. LPA shall take such action with respect to any subcontract or procurement as State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, LPA may request State enter into such litigation to protect the interests of State, and in addition, LPA may request the United States to enter into such litigation to protect the interests of the United States.

**SECTION 32. ENTIRE AGREEMENT**

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

**IN WITNESS WHEREOF**, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

**EXECUTED** by LPA this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

WITNESS:

CITY OF BELLEVUE, NEBRASKA  
Rusty Hike

\_\_\_\_\_  
LPA Clerk

\_\_\_\_\_  
Mayor

**EXECUTED** by State this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

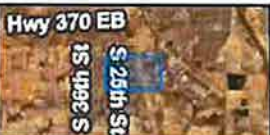
STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION  
Jodi Gibson

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



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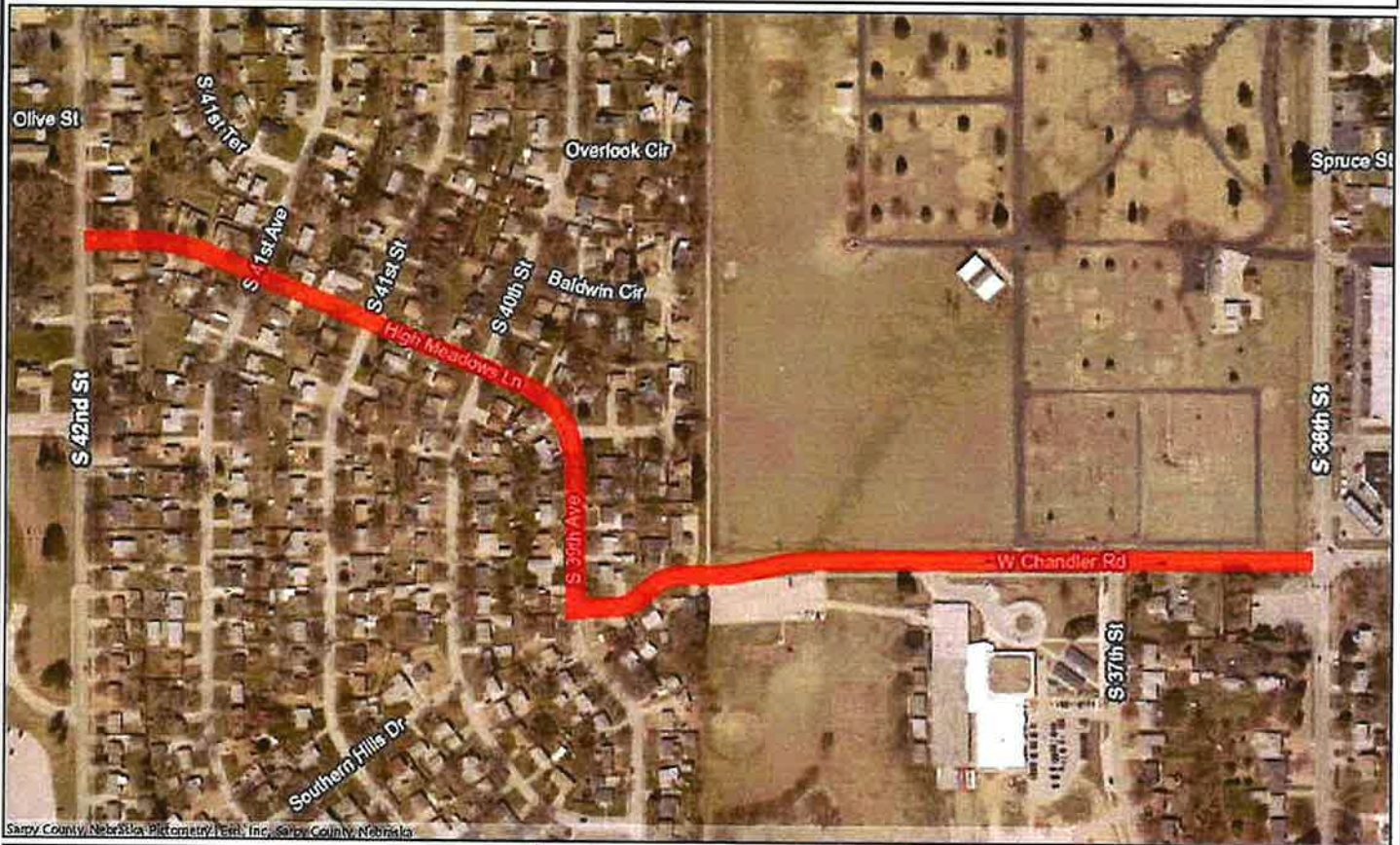
Notes Daw Drive to Fort Crook Road



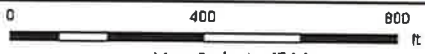


SARPY COUNTY  
NEBRASKA

M146(247) Chandler Road W/39th Street/High Meadows Lane



Sarpy County, Nebraska Pictometry, Inc., Sarpy County, Nebraska



Map Scale 1: 4514

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Notes 42nd Street to 36th Street





Map Scale 1: 4514

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Notes Streets Est. \$140,000





SARPY COUNTY  
NEBRASKA

# M146(239B) Golden Hills Addition



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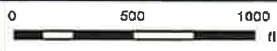
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Notes Streets Est. \$500,000



Sarpy County GIS, Inc. Sarpy County, Nebraska



Map Scale 1: 9028

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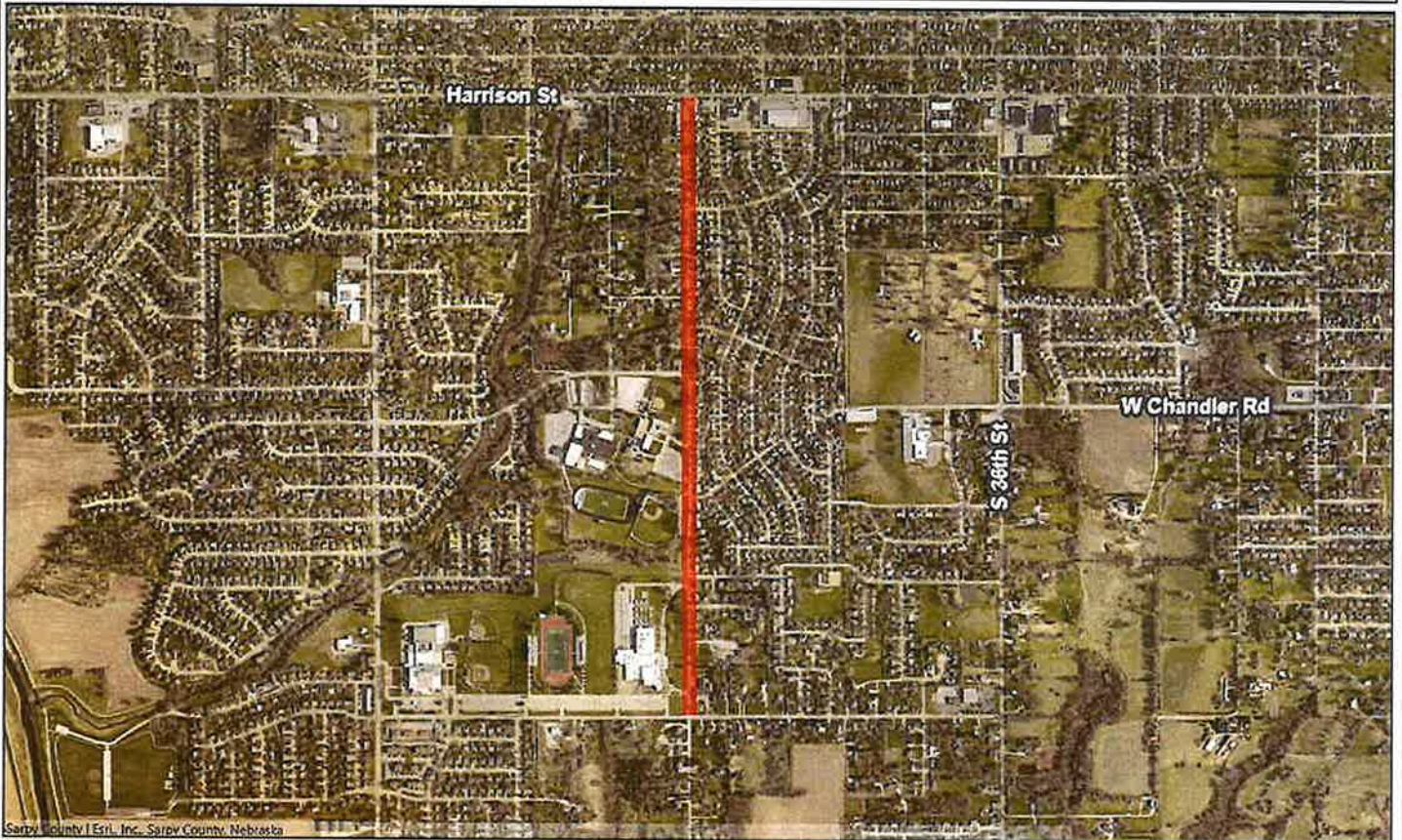
Notes Streets Est. \$280,000



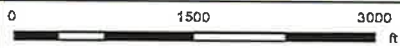


SARPY COUNTY  
NEBRASKA

M146(244B) 42nd Street - Harrison St to Giles Rd



Sarpy County | Est. Inc. Sarpy County, Nebraska



Map Scale 1: 18056

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Notes Streets Est. \$320,000





Map Scale 1: 4514

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



Notes Streets Est. \$225,000



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

15e.  
7/6/2021

COUNCIL MEETING DATE: 07/06/2021		SUBMITTED BY: Community Development Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Resolution 2021-24 Approving agreement between the City and Beardmore Hyundai to share in costs for certain improvements at the intersection near 1203 Fort Crook Road North.

SYNOPSIS/BACKGROUND:

This resolution is being proposed to approve the agreement between the City and Beardmore Hyundai to share in costs of the project and improvements at the intersection near 1203 Fort Crook North. The project area near Beardmore Hyundai in the City has been difficult to maneuver for traffic leaving the Beardmore Hyundai facility and the proposed project will allow for better traffic flow and access. Funds for project are budgeted funds in the 2021-2022 fiscal year.

FISCAL IMPACT: \$86,668 +/-      BUDGETED FUNDS?: YES      GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: cost sharing agreement

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:

It is recommended that the City Council approve Resolution 2021-24 and authorize the Mayor to sign.

ATTACHMENTS:

1. Exhibit A      2. Exhibit 1      3. Exhibit 2

4.      5.      6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*[Handwritten signatures]*

**Resolution No. 2021- \_\_\_\_\_**

WHEREAS, Fort Crook Road near Beardmore Hyundai in Bellevue, Sarpy County, Nebraska has been difficult to maneuver for traffic leaving the Beardmore Hyundai facility and traveling South on Fort Crook Road; and

WHEREAS, Beardmore Hyundai, proposes to add a median crossing near its facility located at 1203 Fort Crook Road North in Bellevue, Sarpy County, Nebraska to allow for traffic flow southbound on Fort Crook Road as an outlet and has requested certain improvements and cooperation from the City of Bellevue to facilitate better access;

WHEREAS, the City of Bellevue desires to cooperate with Beardmore Hyundai and work with them to make the improvements, not only for the benefit of this project and facility, but for the development and access for other businesses and residential areas along Fort Crook Road; and

WHEREAS, the City of Bellevue and Beardmore Hyundai have agreed to share in cost of the project and improvements as detailed and estimated in the attached Agreement (attached as Exhibit "A"), with each paying a share as indicated in the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA, that the Agreement with Beardmore Hyundai providing for certain improvements at the intersection near 1203 Fort Crook Road North in Bellevue, Sarpy County, Nebraska, having been approved by the Public Works Department, Planning Department, and the Community Development Director with cost sharing for the public improvements proposed therein, is hereby approved.

Dated this \_\_\_\_ day of July, 2021.

\_\_\_\_\_  
Mayor – Rusty Hike

ATTEST:

\_\_\_\_\_  
Susan Kluthe – City Clerk

Approved as to Form:

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

**AGREEMENT**  
**(EXHIBIT “A”)**

THIS AGREEMENT, by and between Beardmore Hyundai (hereinafter BEARDMORE) and the City of Bellevue, a Municipal Corporation in the State of Nebraska (hereinafter CITY) is entered into on this \_\_\_\_\_ day of July, 2021 for the purposes as described herein.

WHEREAS, BEARDMORE proposes to add a median crossing near its facility located at 1203 Fort Crook Road North in Bellevue, Sarpy County, Nebraska to allow for traffic flow southbound on Fort Crook Road as an outlet and has requested certain improvements and cooperation from the CITY to facilitate better access;

WHEREAS, the CITY desires to cooperate with BEARDMORE and work with them to make the improvements, not only for the benefit of this project and facility, but for the development and access for other businesses and residential areas along Fort Crook Road; and

WHEREAS, the CITY and BEARDMORE agree to share costs of the improvements and intersection as identified herein; and

WHEREAS, the CITY and BEARDMORE desire to set forth in this Agreement their respective understandings and agreements.

NOW, THEREFORE, IN CONSIDERATION OF THESE FACTS, BE IT AGREED BY THE CITY AND BEARDMORE AS FOLLOWS:

**1. Duties of the CITY:**

- a. The CITY will review for approval plans and specifications to provide for the installation of a median crossing at or near 1203 Fort Crook Road North in Bellevue, Nebraska for the purposes of allowing traffic flow southbound and turning into and out of the facility to ensure the proposed improvements meet required engineering standards of the CITY and State of Nebraska, and any and all state, federal, and local codes and regulations.
- b. The CITY will share in the cost of the proposed public improvements, up to 75 % of actual costs not to exceed One Hundred Twenty-Five Thousand Dollars (\$125,000.00), as determined by the actual quantities and unit prices received for this work as depicted in the estimate “Exhibit 1”.

- c. Upon completion of the improvements, the CITY will review the “as built” quantities to establish the actual cost for CITY participation and reimburse BEARDMORE in a timely manner.
- d. Upon acceptance of the improvements, provide all ongoing maintenance and repair of the public improvement.

**2. Duties of BEARDMORE:**

- a. BEARDMORE will prepare plans and specifications for the public improvements and construction of the median crossing located at or near 1203 Fort Crook Road North in Bellevue, Nebraska (as depicted for reference purposes only in Exhibit 2) for the purposes of allowing traffic flow southbound and turning into and out of the facility to ensure the proposed public improvements meet required engineering standards of the CITY and State of Nebraska, and any and all state, federal, and local codes and regulations as well as any required permitting. It is understood that these public improvements and costs are separate from and independent of the site development plans.
- b. BEARDMORE will pay the cost of the public improvements contemplated herein and upon completion submit the same for acceptance by the CITY accompanied by a billing statement for the CITY’s share of the public improvements.
- c. The CITY and BEARDMORE agree the CITY’s share of the public improvement shall not exceed 75% of the final construction costs and expenses, not to exceed One Hundred Twenty Five Thousand Dollars (\$125,000.00) as detailed in Section 3 below.

**3. Cost Sharing:**

- a. The entire cost of the public improvements contemplated herein shall be paid by BEARDMORE and shall include engineering expenses of survey, preliminary design, staking and construction engineering in the amount not to exceed 20% of construction costs based upon the unit prices received for the approximate quantities depicted in Exhibit 1 attached hereto. The total project cost shall include the actual construction quantities multiplied by the unit prices received from the contractor engaged for the work. CITY shall reimburse BEARDMORE seventy-five percent (75%) of the total project costs, not to exceed One Hundred Twenty Five Thousand Dollars (\$125,000.00), upon acceptance of the work and certification as to compliance with standards. The CITY and BEARDMORE agree

that BEARDMORE shall be responsible for pay one-hundred percent (100%) of all the design work and engineering fees for this project.

**4. Signage:**

- a. The CITY agrees to install any necessary public turn lane and other signage appropriate for said public improvement to indicate the change in traffic flow.

**5. Miscellaneous provisions:**

- a. This Agreement shall not be terminated except by the written agreement of the parties or by CITY for any material breach or default by BEARDMORE which remains uncured thirty (30) days following notice specifying such breach or default to be effective on the date specified in a written notice of termination, provided, however, that no such notice to cure shall be require whenever the breach or default shall recur within 180 days of the notice to cure, in which event terminations shall be effective as of the date specified in a written notice of termination.
- b. A waiver by either party of any default, breach, or failure of another shall not be construed as a continuing waiver of the same or any subsequent or different default, breach or failure.
- c. Neither this Agreement nor any obligation hereunder shall be assigned without written consent of CITY which may be withheld in CITY's sole discretion.
- d. This Agreement shall be governed exclusively by its provisions and by the laws of the State of Nebraska except to the extent such provisions may be superseded by applicable federal law or regulation, in which case the latter shall apply.
- e. This Agreement and all of the Exhibits and documents referred to in this Agreement are the parties' entire agreement and understanding. This Agreement may be modified only by written agreement.
- f. BEARDMORE shall defend, indemnify and hold CITY, its officers, elected officials, employees, agents and assigns harmless from any and all third party claims, judgements, actions, loss, liability, damage or injury of any nature whatsoever, whether under theory of tort, contract or otherwise, which may result or arise form, out of or in connection with (i) any material misrepresentation made by BEARDMORE in this Agreement, (ii) any breach of any representation or covenant made by BEARDMORE in this Agreement, (iii) any negligent act, error

or omission of BEARDMORE in furtherance of this Agreement or any other agreement contemplated by this Agreement and (iv) any default in or breach of any provision of this Agreement, including any obligation or responsibility of BEARDMORE in this Agreement.

- g. BEARDMORE will required its contractors to procure and maintain throughout the term of this Agreement bonds and policies of insurance as follows – BEARDMORE contractors shall furnish to the CITY Public Works Department at least five (5) days prior to commencing any of the public improvements proposed herein, a performance bond in an amount equal to 100% of the contract sum and a labor and materials bond. In addition, the contract shall provide certificate of insurance for: 1) workers’ compensation insurance and employer’s liability in the statutory amounts of \$100,000, \$500,000 and \$100,000; (2) commercial general liability insurance covering bodily injury, including death and property damage coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate; (3) broad form umbrella contractual liability coverage for all obligations and liabilities undertaken in the amount of \$2,000,000 minimum limit. CITY and BEARDMORE shall be named as additionally insured for purposes of all policies. Certificates of insurance shall be presented to the CITY upon request and shall include waiver of subrogation in favor of CITY and BEARDMORE.

**6. Notice, Consent and Approvals:**

- a. All payments, notices, statements, demands, requests, consents, approval, authorizations or other submissions required to be made by the parties shall be in writing, whether or not so stated, and shall be deemed sufficient and served upon the other party only if sent by US Mail, return receipt requested, postage prepaid and addressed as follows:

For BEARDMORE:

Beardmore Hyundai

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone Number

For CITY:

City Administrator  
1500 Wall Street  
Bellevue, Nebraska 68005

Public Works Director  
1510 Wall Street  
Bellevue, Nebraska 68005

Such addresses may be changed from time to time by notice to the other party.

IN WITNESS THEREOF, the parties have executed this Agreement as of the dates included below.

EXECUTED BY THE CITY OF BELLEVUE, NEBRASKA this \_\_\_\_\_ day of July, 2021.

**CITY OF BELLEVUE**

ATTEST:

\_\_\_\_\_  
Mayor – Rusty Hike

\_\_\_\_\_  
Clerk – Susan Kluthe

EXECUTED BY BEARDMORE this \_\_\_\_\_ day of July, 2021.

**BEARDMORE HYUNDAI**

WITNESS:

\_\_\_\_\_  
Title/Name:

\_\_\_\_\_  
Title/Name:

Exhibit 1

**Schematic Project Budget**



Project Beardmore Hyundai  
Fort Crook Road Crossing  
Project No. 10-21105-02  
Date 10-Jun-21

**FORT CROOK ROAD CROSSING**

DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
<b>DEMOLITION</b>				
Sawcut Concrete Paving	200	lf	\$2.00	\$400.00
Grind Concrete Curb	2	ea	\$250.00	\$500.00
Paint-out Existing Striping	5,000	lf	\$1.00	\$5,000.00
<b>DEMOLITION SUBTOTAL</b>				<b>\$5,900.00</b>
<b>SITE CLEARING, EARTHWORK &amp; EROSION CONTROL</b>				
Remove vegetation, 2" thick	16	MSF	\$120.00	\$1,920.00
Topsoil stripping and replacement, 6" thick	750	cy	\$5.00	\$3,750.00
Rough grading (cut places as fill)	1,000	cy	\$5.50	\$5,500.00
Haul-In and place fill	1,500	cy	\$8.00	\$12,000.00
Silt Fencing	400	lf	\$3.00	\$1,200.00
Inlet Protection	4	ea	\$300.00	\$1,200.00
Erosion Control Blankets	1,100	sy	\$2.50	\$2,750.00
Rip Rap / Sourstop Outlet Protection	2	ea	\$1,200.00	\$2,400.00
Rock Stabilized Construction Entrance	1	ls	\$2,500.00	\$2,500.00
<b>CLEARING, EARTHWORK &amp; EROSION CONTROL SUBTOTAL</b>				<b>\$33,220.00</b>
<b>PAVEMENTS</b>				
8" Concrete Pavement	675	sy	\$45.00	\$30,375.00
Traffic Control Paint Striping	4,900	lf	\$0.75	\$3,675.00
Traffic Control Painted "ONLY" Markings	4	ea	\$500.00	\$2,000.00
Traffic Control Painted Arrows	13	ea	\$300.00	\$3,900.00
<b>PAVEMENTS SUBTOTAL</b>				<b>\$39,950.00</b>
<b>STORM SEWER</b>				
24" RCP Concrete Culvert	88	lf	\$85.00	\$7,480.00
24" RCP Flared End Section w/Trash Rack	2	ea	\$2,400.00	\$4,800.00
<b>STORM SEWER SUBTOTAL</b>				<b>\$12,280.00</b>

# Schematic Project Budget

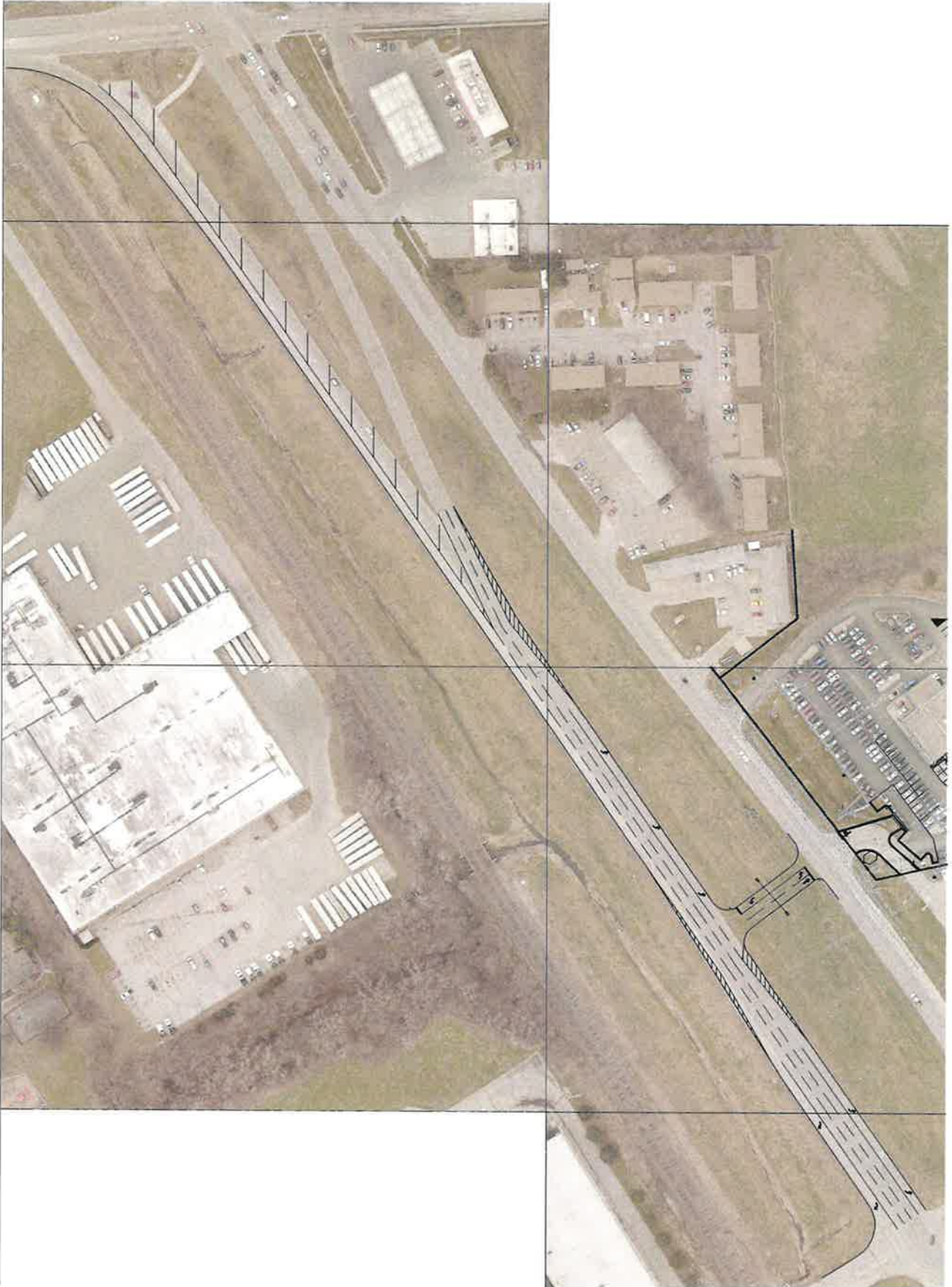


**DLR Group**

Architecture Engineering Planning Interiors

Project Beardmore Hyundai  
Fort Crook Road Crossing  
Project No. 10-21105-02  
Date 10-Jun-21

SUMMARY		
DEMOLITION	\$	5,900.00
SITE CLEARING, EARTH MOVING & SWPPP	\$	33,220.00
PAVEMENTS	\$	39,950.00
STORM SEWER	\$	12,280.00
<i>SUBTOTAL</i>	\$	91,350.00
10% OH&P	\$	9,135.00
<i>SUBTOTAL</i>	\$	100,485.00
15% Bond, Cont.	\$	15,072.75
<b>TOTAL CONST COST</b>	<b>\$</b>	<b>115,557.75</b>
SOFT COSTS		
TOPOGRAPHIC SURVEY	\$	3,000.00
CIVIL ENGINEERING DESIGN & CA SERVICES	\$	10,500.00
TESTING & INSPECTION ALLOWANCE	\$	5,000.00
<i>SOFT COSTS SUBTOTAL</i>	\$	18,500.00
<b>TOTAL PROJECT BUDGET</b>	<b>\$</b>	<b>134,057.75</b>



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16a.  
7/6/2021

COUNCIL MEETING DATE: 07/06/2021		SUBMITTED BY: Administrator/Community Development Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approval of the Agreement for additional funding to the Chamber for marketing as outlined in the Marketing Agreement on or about April 22, 2020.

SYNOPSIS/BACKGROUND:

The City Council previously approved funding in the amount of \$100,000 for rebranding and marketing in an Agreement with the Chamber of Commerce outlining the funding for the fiscal year 2020. In the Agreement any additional funding by the City to the Chamber for marketing as outlined in the Marketing Agreement shall be approved by the City Council by separate agreement. The City and the Chamber now desire to enter into a separate agreement for additional funding approval, in the amount of \$55,000.00.

FISCAL IMPACT: \$55,000 BUDGETED FUNDS?: No GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: Chamber	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: Agreement between City of Bellevue and Chamber of Commerce		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM: N/A	CONTRACT END DATE:
PROJECT NAME: Additional Funding Agreement for marketing and rebranding services with the Chamber		
START DATE:	END DATE:	PAYMENT DATE: 07/06/2021 INSURANCE REQUIRED: No
CIP PROJECT NAME: N/A	CIP PROJECT NUMBER: N/A	
STREET DISTRICT NAME (S): N/A	STREET DISTRICT NUMBER (S): N/A	
ACCOUNTING DISTRIBUTION CODE: 23-CONT	ACCOUNT NUMBER: 6033	

RECOMMENDATION:

Recommendation to approve a separate agreement with Chamber of Commerce for additional funding for marketing and rebranding services, in an amount not to exceed \$55,000.00.

ATTACHMENTS:

- Agreement w/Exhibit A & Invoice
- 
- 
- 
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



## **AGREEMENT BETWEEN THE CITY OF BELLEVUE AND THE GREATER BELLEVUE AREA CHAMBER OF COMMERCE**

This (the "Agreement") is between the City of Bellevue (hereinafter "the City") and the Greater Bellevue Area Chamber of Commerce (hereinafter "Chamber"). Collectively referred to as "the parties".

The Parties entered into a Marketing Agreement (Attached Exhibit "A") on or about April 22, 2020. Pursuant to the terms of the Marketing Agreement Section 3, any additional requests for funding by the City to the Chamber for marketing as outlined in the Marketing Agreement shall be approved by the Bellevue City Council by separate agreement. The parties now desire to enter into a separate agreement for additional funding approval.

The City and the Chamber understand that the City does not have a contractual relationship with OBI and this Agreement does not create any contractual relationship between OBI and the City.

### **1. COMPENSATION:**

The Chamber has received an Invoice from OBI in the amount of \$86,000.00 for marketing initiatives as contemplated under the Marketing Agreement. The Chamber requests the City pay \$55,000.00 to the Chamber to help compensate and reimburse the Chamber for the same. (Exhibit "B"). In exchange for the services provided, the City agrees to pay the Chamber a one-time payment of FIFTY-FIVE THOUSAND DOLLARS and 00/100 (\$55,000.00) under this Agreement. Payment to the Chamber shall be due and owing upon the approval of this Agreement by the Bellevue City Council. This is a one-time payment and no other payments will be made without prior written approval by the Bellevue City Council. The parties further agree that the compensation under this paragraph to be paid to the Chamber will be used to pay or reimburse the Chamber for work completed by OBI. The parties also acknowledge and agree that in consideration of the Chamber receiving the compensation under this Agreement, the Chamber will continue to operate and function as the Greater Bellevue Area Chamber of Commerce and help complete the branding initiatives with the City.

### **2. GENERAL PROVISIONS:**

The text herein shall constitute the entire agreement between the parties. This agreement may not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought. This agreement shall become effective commencing upon the date the Agreement is signed and executed by all parties. If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

### **3. APPLICABLE LAW:**

This Agreement is made pursuant to and shall be governed, construed, and enforced in all respects and for all purposes in accordance with the laws of the State of Nebraska.

**4. MAINTENANCE OF RECORDS:**

The Chamber shall retain possession of any and all invoices it receives for services from OBI for a period of ten (10) years. If requested by the City to review said invoices, the Chamber shall make the invoices available for inspection upon request.

**5. NOTICES:**

Any and all notices under this Agreement shall be sent to the following:

Jim Ristow  
City of Bellevue, City Administrator  
1500 Wall Street  
Bellevue, NE 68005

The Greater Bellevue Area Chamber of Commerce  
1036 Bruin Blvd., Ste. 119  
Bellevue, NE 68005

**AGREEMENT/ACKNOWLEDGMENT**

The parties hereto have caused this Agreement to be executed and do hereby warrant, represent, and agree that their respective signatories appearing below have been and are on the effective date of this Agreement duly authorized to sign, agree to, and bind the parties to the same.

CITY OF BELLEVUE:

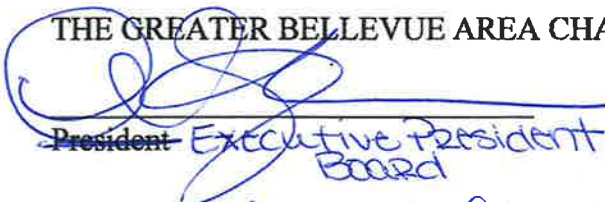
\_\_\_\_\_  
Mayor, Rusty Hike

\_\_\_\_\_  
Date

ATTEST:

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

THE GREATER BELLEVUE AREA CHAMBER OF COMMERCE

  
~~President~~ Executive President  
Board  
Amanda Glazebrook

6/14/2021  
Date

**AGREEMENT BETWEEN THE CITY OF BELLEVUE AND THE GREATER  
BELLEVUE AREA CHAMBER OF COMMERCE**

This Marketing Agreement (the "Agreement") is between the City of Bellevue (hereinafter "the City") and the Greater Bellevue Area Chamber of Commerce (hereinafter "Chamber"). Collectively referred to as "the parties".

The parties wish to enter into an agreement wherein the Chamber, through their separate Master Service Agreement with OBI Creative (hereinafter "OBI"), will rebrand and market the City and work on developing and maintaining economic vitality for the Bellevue community.

The City and the Chamber understand that the City does not have a contractual relationship with OBI and this Agreement does not create any contractual relationship between OBI and the City.

**1. SERVICES:**

The Chamber has contracted with OBI to provide marketing services related to the overall marketing plans directed by the Chamber. OBI and the Chamber will develop and enter into one or more Statements of Work which will incorporate a description of the specific services to be provided. The goal of the services is to rebrand and market the City of Bellevue and work on developing and maintaining economic vitality for the Bellevue community.

The Chamber, by working with OBI, will provide these services to the City.

**2. COMPENSATION:**

In exchange for services, the City agrees to pay the Chamber a one-time payment of ONE HUNDRED THOUSAND DOLLARS and 00/100 (\$100,000.00) under this Agreement. Payment to the Chamber shall be due and owing upon receiving an "Invoice" from the Chamber for said funds and shall be payable to the Chamber within fifteen-days after receipt of the Invoice. The City has not entered into any agreement to pay OBI directly for services but rather will pay the Chamber the compensation as outlined above. This payment shall be a one-time payment for the fiscal year 2020, regardless of any fees incurred by the Chamber to OBI.

**3. TERM:**

This Agreement will automatically expire on September 30, 2020. Any additional requests for funding will have to be approved by the Bellevue City Council by separate agreement.

**4. GENERAL PROVISIONS:**

The text herein shall constitute the entire agreement between the parties. This agreement may not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought. This agreement shall become effective commencing upon the date the Agreement is signed and executed by all parties. If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.



**5. APPLICABLE LAW:**

This Agreement is made pursuant to and shall be governed, construed, and enforced in all respects and for all purposes in accordance with the laws of the State of Nebraska.

**6. MAINTENANCE OF RECORDS:**

The Chamber shall retain possession of any and all invoices it receives for services from OBI for a period of ten (10) years. If requested by the City to review said invoices, the Chamber shall make the invoices available for inspection upon request.

**7. NOTICES:**

Any and all notices under this Agreement shall be sent to the following:

Jim Ristow  
City of Bellevue, City Administrator  
1500 Wall Street  
Bellevue, NE 68005

Kevin Hensel  
The Greater Bellevue Area Chamber of Commerce  
1036 Bruin Blvd., Ste. 119  
Bellevue, NE 68005

**AGREEMENT/ACKNOWLEDGMENT**

The parties hereto have caused this Agreement to be executed and do hereby warrant, represent, and agree that their respective signatories appearing below have been and are on the effective date of this Agreement duly authorized to sign, agree to, and bind the parties to the same.

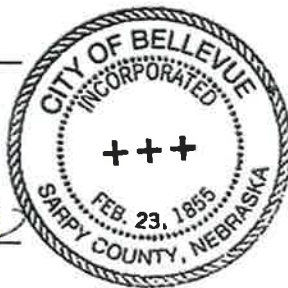
CITY OF BELLEVUE:

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

04.22.2020  
\_\_\_\_\_  
Date

ATTEST:

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



THE GREATER BELLEVUE AREA CHAMBER OF COMMERCE

  
\_\_\_\_\_  
President, Kevin Hensel

4-20-2020  
\_\_\_\_\_  
Date



**Greater Bellevue Area Chamber of Commerce**  
 1036 Bruin Blvd.  
 Suite 119  
 Bellevue, NE 68005  
 (402) 898-3000 | fax: (402) 291-8729  
 Bellevue@bellevuenebraska.com

# Invoice

Invoice Date: 6/10/2021  
 Invoice Number: 3806

City of Bellevue  
 Jim Ristow  
 1500 Wall Street  
 Bellevue, NE 68005

		Terms	Due Date
		Due on receipt	6/10/2021
Description	Quantity	Rate	Amount
Branding Initiative Phase 1 & 2 complete	1	\$55,000.00	\$55,000.00
<b>Subtotal:</b>			<b>\$55,000.00</b>
<b>Tax:</b>			<b>\$0.00</b>
<b>Total:</b>			<b>\$55,000.00</b>
<b>Payment/Credit Applied:</b>			<b>\$0.00</b>
<b>Balance:</b>			<b>\$55,000.00</b>



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16b.  
7/6/2021

COUNCIL MEETING DATE: 07/06/2021		SUBMITTED BY: Susan Kluthe, City Clerk		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>		CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approval of the Redevelopment Agreement and Redevelopment Promissory Note for Ivy Properties, Inc. (2009 Franklin Street).

SYNOPSIS/BACKGROUND:

The approval of the Redevelopment Agreement and Redevelopment Promissory Note are the final City approvals necessary to implement the redevelopment plan for Ivy Properties, Inc. (2009 Franklin Street). These documents provide for the use of Tax Increment Financing, in the principal amount of \$435,000.00. On May 18, 2021 the city approved the Redevelopment Plan, by Resolution #2021-12, for property located on the southeast corner of West 20th Avenue and Franklin, inclusive of public infrastructure and improvements with the project plan generally consisting of the north half acre of the 2009 Franklin property, which will be replatted as a separate lot(s) from the south half acre of the property (Lot 1, Bellevue Replat Three). The Redevelopment Plan contemplates the development of 12 townhouse style apartment units in 2 phases.

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:

Approval of the Redevelopment Agreement and Redevelopment Promissory Note, allowing up to \$435,000.00 plus accrued interest, to offset TIF eligible expenses, for the Ivy Properties Inc. - 2009 Franklin Street Project.

ATTACHMENTS:

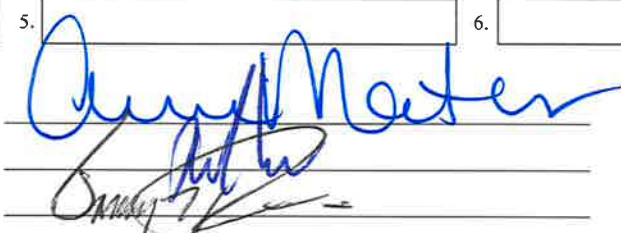
1.
2.
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



## REDEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the City of Bellevue, a Nebraska Municipal Corporation in Sarpy County, Nebraska, and Ivy Properties, Inc., a Nebraska Corporation.

### RECITALS:

WHEREAS, on May 18, 2021, by Resolution No. 2021-124, the City Council of the City of Bellevue approved Ivy Properties, Inc.'s 2009 Franklin Street Tax Increment Financing ("TIF") Redevelopment Project Plan (the "TIF Redevelopment Project Plan") for the redevelopment of the property located on the southeast corner of West 20<sup>th</sup> Avenue and Franklin Street, inclusive of public infrastructure and improvements within the project plan area generally consisting of the north half acre of the 2009 Franklin Property, which will be replatted as a separate lot(s) from the south half acre of the property (Lot 1, Bellevue Replat Three), and which contemplates the development of the 12 townhouse style apartment units in two phases and public infrastructure and related thereto, as shown by the site plan attached hereto and incorporated herein as Exhibit A; and,

WHEREAS, the TIF Redevelopment Project Plan provides for up to \$435,000.00 in TIF to fund part of the TIF eligible expenses of the TIF Redevelopment Project Plan; and,

WHEREAS, this Redevelopment Agreement is an agreement prepared pursuant to the Nebraska Community Development Law in order to implement the above-referenced Redevelopment Plan, and contemplates the use of the excess ad valorem taxes generated by the development to pay for the costs of the public infrastructure and improvements.

IN CONSIDERATION OF THESE MUTUAL COVENANTS, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. DEFINITIONS

The following terms, whether plural or singular, shall have the following meanings for purposes of this Agreement.

- 1.1 “City” shall mean - the City of Bellevue, Nebraska, a Municipal Corporation of the first class or such successor entity lawfully established pursuant to the applicable provision of the Nebraska Community Development Act.
- 1.2 “Owner” shall mean – Ivy Properties, Inc, or its successors or assigns.
- 1.3 “Planning Manager” shall mean - the Planning Manager of the City of Bellevue Planning Department.
- 1.4 “Redevelopment Project” shall mean the 12 townhouse style apartment units shown on the Site Plan on Exhibit A, including infrastructure, and the related public infrastructure and improvements.
- 1.5 “Redevelopment Site” shall mean - the area legally described on Exhibit “B”, attached hereto.
- 1.6 “Redevelopment Note (TIF Funds/TIF Proceeds)” shall mean any obligation issued by the City and secured by the excess ad valorem taxes generated within the Redevelopment Site, in the form of Exhibit “C”, attached hereto.
- 1.7 “Excess ad valorem taxes” shall mean - the additional real estate property taxes generated by this Redevelopment Project pursuant to Section 18-2147 of the Nebraska Revised Statutes.
- 1.8 “Division Date Year” for the purposes of this Agreement, Note, and the statute shall mean – the agreed upon date that the Excess ad valorem taxes shall be divided for the Redevelopment Site, which shall be January 1, 2022 and shall continue for 15 years thereafter or until the Redevelopment Note is paid in full and discharged, whichever occurs first. City and Owner agree that the base year valuation of the Redevelopment Site shall be January 1, 2021, and that the assessed value of the Redevelopment Site shall be a portion of the assessed value as of January 1, 2021, based upon the proportion of the land and paving improvements contained within the Redevelopment Site and that the appropriate apportionment of the assessed value to the Redevelopment Site is \$39,283.00.

SECTION 2. OBLIGATIONS OF THE CITY

The City shall:

- 2.1 execute and deliver to the Owner at closing the Redevelopment Note in substantially the same form as the copy attached hereto as Exhibit C.

- 2.2 grant Redevelopment Loan proceeds to the Owner in the sum of \$435,000.00 to reimburse Owner for the TIF eligible costs, fees and expenses expended by Owner of or related to the Redevelopment Project.
- 2.3 pay debt retirement principal and interest from the Excess Ad Valorem Taxes (TIF tax proceeds). Interest on monies in the special fund shall accrue first to debt retirement interest and then to principal.
- 2.4 ensure that, prior to expenditure or disbursement to Owner of Redevelopment Loan proceeds to which Owner shall be entitled for reimbursement, the following shall be obtained, to wit:
  - 2.4.1 Owner shall provide the Planning Manager with evidence, acceptable to the Planning Manager, that the private funds have been irrevocably committed to the Redevelopment Project in the amount sufficient to complete the redevelopment project.
- 2.5 establish a special fund under Section 18-2147 of the Nebraska Revised Statutes for the purpose of collecting the Excess ad valorem taxes generated by the Redevelopment Project. Monies collected and held in the special fund shall be used for no purpose other than to repay the Redevelopment Loan.

### SECTION 3. OBLIGATIONS OF THE OWNER

The Owner shall:

- 3.1 complete the Redevelopment Project on or before December 31, 2022, creating an increase in real property taxable base by reason of such construction of at least \$2,036,505.00.
- 3.2 cause all real estate taxes and assessments levied on the Redevelopment Project to be paid prior to the time such become delinquent.
- 3.3 loan redevelopment funds to the City in the principal amount of \$435,000.00, which when combined with other private funds available will be sufficient to construct the Redevelopment Project. Execution and delivery of the Redevelopment Promissory Note shall be at closing, which shall be as soon as reasonably possible after execution of this Agreement but not more than 60 days thereafter. At closing, the loan to be accomplished by this Section and the obligation of the City to use the redevelopment loan proceeds for redevelopment purposes under Section 2.2 may be accomplished by offset so that the Owner retains the loan proceeds. If the City so requests, the Owner shall, from time-to-time, furnish the City with satisfactory evidence as to the use and application of the redevelopment loan proceeds.
  - 3.3.1 Such loan funds shall be disbursed as provided in Section 2.

- 3.3.2 Such loan shall bear a 3.8% interest rate.
- 3.3.3 The principal shall be repaid by the City from the special fund established pursuant to Section 2.5, as Excess ad valorem taxes, pursuant to the Redevelopment Plan and Section 18-2147 of the Nebraska Revised Statutes, become available to the City for such use. To the extent of such excess ad valorem taxes are unavailable to the City, the loan shall be forgiven and the obligations of the Owner shall remain unaffected.
- 3.4 provide the City with quarterly progress reports during the redevelopment and allow the City reasonable access upon written request to Owner to any relevant financial records pertaining to the Redevelopment Project.
- 3.5 during the period that the Redevelopment Note (TIF Funds) is outstanding, (1) not protest a real estate improvement valuation on the Redevelopment Site of \$39,280.00 (base) or less prior to and during construction; and \$2,075,788.00 [\$39,280.00 (base) plus \$2,036,505.00 (excess valuation)] or less after substantial completion or occupancy of the redevelopment project; (2) not convey the Redevelopment Site or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes; (3) not apply to the Sarpy County Assessor for the structures, or any portion thereof, to be taxed separately from the underlying land of the Redevelopment Site; (4) maintain insurance for ninety percent (90%) of the full value of the structures on the Redevelopment Site; (5) in the event of casualty, apply such insurance proceeds to their reconstruction and (6) cause all real estate taxes and assessments levied on the Redevelopment Site to be paid prior to the time such become delinquent. In lieu of the above, the Owner may surrender any remaining amount outstanding of the Redevelopment Promissory Note to the City. Each of the foregoing covenants shall be referenced in a Notice of Redevelopment Agreement to be recorded with the Sarpy County, Nebraska Register of Deeds. The Owner agrees to include the same restrictions in any subsequent sale, assignment, sale-leaseback or other transfer of the property, but shall not be responsible otherwise for the actions of the third parties if these covenants are breached by such third parties if the Owner no longer owns the property.
- 3.6 shall provide the City of Bellevue Finance Department with an executed copy of the Redevelopment Promissory Note prior to disbursement of any proceeds for repayment of such Note pursuant to Section 2.5, so that such payment can be noted on the Note and the Note returned to Owner.

#### SECTION 4. PROVISIONS OF THE CONTRACT

- 4.1 Equal Employment Opportunity Clause. Annexed hereto as Exhibit "D" and made a part hereof by reference are the equal employment provisions of this contract, wherein the "Owner" is referred to as "Contractor".

- 4.2 Non-discrimination. The Owner shall not, in the performance of this Contract, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, political or religious opinions, affiliations or national origin.
- 4.3 Captions. Captions used in this Contract are for convenience and are not used in the construction of this Contract.
- 4.4 Applicable Law. Parties to this Contract shall conform with all existing and applicable city ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Contract.
- 4.5 Interest to the City. No elected official or any officer or employee of the City of Bellevue has a financial interest, direct or indirect, in this Contract. Any violation of this section with the knowledge of the person or corporation contracting with the City of Bellevue shall render the contract voidable by the Mayor or Council.
- 4.6 Merger. This Contract shall not be merged into any other oral or written contract, lease or deed of any type.
- 4.7 Modification. This Contract contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms herein unless done in writing and signed by an authorized officer of the respective parties.
- 4.8 Assignment. The Owner may not assign its rights under this contract without the express prior written consent of the City; such consent not to be unreasonably withheld. The Mayor may, without City Council approval, approve, in writing, the assignment of all rights hereunder to a successor entity owned by, or under common control with Owner.
- 4.9 Strict Compliance. All provisions of this Contract and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from authorized representatives of the parties.
- 4.10 This Agreement shall be binding upon the Owner's successors and assigns, and shall run with the land described in Exhibit "B", attached hereto, to the benefit of the City of Omaha.

#### SECTION 5. AUTHORIZED REPRESENTATIVE

In further consideration of the mutual covenants herein contained, the parties hereto expressly agree that for the purposes of notice, including legal service of process, during the term

of this Contract and for the period of any applicable statute of limitations thereafter, the following named individuals shall be the authorized representatives of the parties:

- (1) City of Bellevue:  
Tammi Palm  
Planning Manager, City Planning Department  
1510 Wall Street  
Bellevue, NE 68005  
  
Legal Service  
c/o City Clerk  
1500 Wall Street  
Bellevue, NE 68005
  
- (2) Owner:  
Ivy Properties, Inc.  
c/o Nick McCright  
P.O. Box 24326  
Omaha, NE 68124

Either party may designate additional representatives or substitute representatives by giving written notice thereof to the designated representative of the other party.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

CITY OF BELLEVUE:

\_\_\_\_\_  
CITY CLERK OF THE CITY OF BELLEVUE

\_\_\_\_\_  
MAYOR OF THE CITY OF BELLEVUE

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



**EXHIBIT A**

**EXHIBIT B**

Lot 1, Bellevue Replat Three, as surveyed, platted, and recorded in Sarpy County, Nebraska.

**EXHIBIT C**

**EXHIBIT D**

**THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE “’33 ACT”) AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE ’33 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE ’33 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE CITY OF BELLEVUE PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE CITY OF BELLEVUE TO THE EFFECT THAT REGISTRATION UNDER THE ’33 ACT IS NOT REQUIRED.**

### **REDEVELOPMENT PROMISSORY NOTE**

\$435,000.00

July 6, 2021

FOR VALUE RECEIVED, the undersigned Borrower promises to pay to Ivy Properties, Inc., a Nebraska corporation, whose address is P.O. Box 24326, Omaha, NE 68124, and/or its assigns (“Holder”), the principal sum of Four Hundred Thirty-Five Thousand and No/100th (\$435,000.00) Dollars, together with interest thereon at the rate of Three and 8/10ths percent (3.8%) per annum from the date of the execution of this Note until paid in full. The principal balance and interest thereon shall be due and payable to the holder of said Redevelopment Promissory Note as and at such time as any excess ad valorem taxes generated by the Redevelopment Project as set forth in that certain Redevelopment Agreement dated July 6, 2021, by and between the Borrower and Holder (the “Redevelopment Agreement”) are collected by the City of Bellevue, Nebraska, and available for the retirement of this debt. All payments shall be applied first to interest and then to the principal sum of this Note.

In the event of default under said Redevelopment Promissory Note, all sums secured by this Note or any other agreement securing this Note shall bear interest at a rate equal to six percent (6.00%) above the national prime rate as published by the *Wallstreet Journal*; however, in the event said interest rate exceeds the maximum rate allowable by law then such rate of interest shall equal the highest legal rate available.

Borrower may prepay the principal amount outstanding in whole or in part, without the prior consent of the Holder.

In the event the monies collected and held in that special fund established under Section 18-2147 of the Nebraska Revised Statutes and pursuant to the Redevelopment Agreement are insufficient to pay in full all amounts due and owing at a date fifteen (15) years from January 1, 2022, and all excess ad valorem taxes generated by the Redevelopment Project, as set forth in the Redevelopment Agreement, have been collected by the City of Bellevue, Nebraska, and have been paid, immediately upon being available, towards the retirement of the amounts due hereunder, then, at said date fifteen (15) years from January 1, 2022, the Holder shall waive any unpaid portion of the principal and interest due upon written request of the City of Bellevue, Nebraska.

In the event this Note is referred to an attorney for collection the Holder shall be entitled

to reasonable attorney fees allowable by law and all court costs and other expenses incurred in connection with such collection.

The Borrower shall be in default in the event the Borrower shall fail to pay, when due, any amount required hereunder.

Unless prohibited by law, the Holder may, at its option, declare the entire unpaid balance of principal and interest immediately due and payable without notice or demand at any time after default, as such term is defined in the Redevelopment Agreement.

Holder may at any time before or after default, exercise its right to set off all or any portion of the indebtedness evidenced hereby against any liability or indebtedness of the Holder to the Borrower without prior notice to the Borrower.

Demand, presentment, protest and notice of nonpayment under this Note are hereby waived.

No delay or omission on the part of the Holder in exercising any remedy, right or option under this Note shall operate as a waiver of such remedy, right or option. In any event, a waiver on any one occasion shall not be construed as a waiver or bar to any such remedy, right or option on a future occasion.

Any notice provided for in this Note to the Borrower or the Holder shall be in writing and shall be given by regular mail to the Holder or Borrower, or at such other address as either party may designate by notice in writing.

This Note shall be governed by and construed in accordance with the laws of the State of Nebraska. All payments hereunder shall be payable in lawful money of the United States of America and shall be legal tender for public and private debts at the time of payment.

**CITY OF BELLEVUE, NEBRASKA, a  
Municipal Corporation**

By: \_\_\_\_\_  
Mayor of the City of Bellevue

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk of the City of Bellevue

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16c.  
7/6/2021

COUNCIL MEETING DATE: 07/06/2021	SUBMITTED BY: Doug Clark, Public Works Director	Bobby Riggs, Street Superintendent
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:

Bellevue Boulevard South Emergency Storm Sewer Replacement

SYNOPSIS/BACKGROUND:

Storm sewer improvements in the area of 217 Bellevue Boulevard South were planned for FY21-22, however recent rain events have resulted in the need to expedite the planned repairs due to the discovery of needed emergency repairs. Proposals for the repairs were requested from contractors with Heimes Corp. submitting the only proposal received. Heimes' proposal is in line with initial repair estimates and will complete the planned storm sewer improvements in total. The proposal includes optional allowances as needed which are outlined on the optional bid tab.

FISCAL IMPACT: \$166,031.80 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: Heimes Corp.	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: Bellevue Boulevard South Emergency Storm Sewer Replacement		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM: Project Completion	CONTRACT END DATE:
PROJECT NAME: Bellevue Boulevard South Emergency Storm Sewer Replacement		
START DATE:	END DATE:	PAYMENT DATE:
INSURANCE REQUIRED: YES		
CIP PROJECT NAME:	CIP PROJECT NUMBER:	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE: 10-15	ACCOUNT NUMBER: 7010	

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the proposal from Heimes Corp. in the amount of \$150,938.00, plus a 10% contingency in the amount of \$15,093.80, for a total project cost in the amount of \$166,031.80 for the Bellevue Boulevard South Emergency Storm Sewer Replacement.

ATTACHMENTS:

1. Proposal with bid tabs	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*[Handwritten signatures]*



# Proposal

**Excavating & Utilities Division**  
9144 South 147<sup>th</sup> Street • Omaha, NE 68138-3866  
(402) 894-1000 • Fax (402) 894-2444

Proposal Submitted To  
**City of Bellevue**  
1510 Wall St  
Bellevue, NE 68005  
Attn.: Bobby

Date **6/22/21**  
Phone **402.293.3127**  
Email [Bobby.riggs@bellevue.net](mailto:Bobby.riggs@bellevue.net)  
Job Info **217 Bellevue BLVD South**  
**Storm Sewer Replacement**

### Storm Sewer Replacement:

- Furnish performance bond and mobilize to site
- Locate existing utilities and limits of construction from plan measurements
- Remove existing large tree, driveway, sidewalk, street paving and curb per plan
- Remove existing curb inlet and associated failed piping
- Furnish and install new FES section with concrete stem wall, 15" and 18" RCP with bedding, manholes, and curb inlet per sheet 3/4
- Import and place soil to repair area per grades/elevations on sheet 3/4
- Replace concrete driveway, sidewalk, and street paving per city details
- Furnish and seed disturbed area

**BID PRICE \$ 122,178.00**

### Notes:

- Lane closures and barricades will be provided by Heimes Corp
- Project has been figured to be unit rate based on the bid sheet provided by Bellevue – Heimes Corp will verify all units prior to work and will bill actual units installed
- No value for item numbers # 2, 3, 4, 36 have been included – these items will be on a T&M basis as needed to complete the project
- Heimes Corp acknowledges the small work area and limits/restrictions for this site
- No surveying or staking has been included – Heimes Corp will layout per drawing information
- All landscaping and irrigation repairs will be on a T&M basis under item #36
- No work on wood structure has been included
- City to assist in all communication with property owner prior, during, and upon completion
- If Heimes is to figure allowances – ADD \$ 22,760.00 to bid amount and see optional bid tab

Heimes Corp would be able to mobilize to site on or around the week of 9/13 if notice to proceed is given by 7/9

*All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.*

**Matt Sykora for Heimes Corp.**  
This proposal may be withdrawn by us if not accepted within 30 days.

### Acceptance of Proposal

*The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.*

Date of Acceptance \_\_\_\_\_ Authorized Signature \_\_\_\_\_

**217 Bellevue Blvd South - Emergency Storm Sewer Improvements**

BID ITEM LIST						
Line Item	Bid Item No.	Description	Estimated Quantity	Unit	Unit Price	Price
<b>GENERAL</b>						
1	-	MOB/DEMOB/INSURANCE	1	LS	\$ 10,760.00	\$ 10,760.00
2	-	ENVIRONMENTAL ALLOWANCE	1	LS	\$ -	
3	-	UTILITY ALLOWANCE	1	LS	\$ -	
<b>REMOVALS &amp; E&amp;SC</b>						
4	-	CLEARING AND GRUBBING (GENERAL & MISCELLANEOUS REMOVALS)	1	LS		
5	101.001	INSTALL SILT FENCE	670	LF	\$ 4.00	\$ 2,680.00
6	101.005	INSTALL CONSTRUCTION ENTRANCE	1	EA	\$ 1,888.00	\$ 1,888.00
7	102.040	CLEARING AND GRUBBING TREES OVER 36" TO 48" DIAMETER	1	EA	\$ 5,700.00	\$ 5,700.00
8	103.001	REMOVE EXISTING SEWER PIPE	270	LF	\$ 19.00	\$ 5,130.00
9	103.100	REMOVE MANHOLE	1	EA	\$ 650.00	\$ 650.00
10	103.101	REMOVE INLET	1	EA	\$ 1,300.00	\$ 1,300.00
11	105.100	REMOVE PAVEMENT	33	SY	\$ 25.00	\$ 825.00
12	105.110	REMOVE DRIVEWAY	66	SY	\$ 10.00	\$ 660.00
13	105.140	REMOVE SIDEWALK	125	SF	\$ 1.00	\$ 125.00
14	105.200	SAW CUT - FULL DEPTH	59	LF	\$ 5.00	\$ 295.00
15	-	REMOVE AND REPLACE MAILBOX	1	EA	\$ 185.00	\$ 185.00
16	106.170	REMOVE COMBINATION CURB AND GUTTER	10	LF	\$ 50.00	\$ 500.00
<b>ROADWAY WORK</b>						
17	202.000	SUBGRADE PREPARATION	33	SY	\$ 12.00	\$ 396.00
18	501.200	CONSTRUCT 6-INCH CONCRETE DRIVEWAY (TYPE L65)	66	SY	\$ 65.25	\$ 4,306.50
19	501.001	CONSTRUCT 7-INCH CONCRETE PAVEMENT (TYPE L65)	33	SY	\$ 84.00	\$ 2,772.00
20	502.100	CONSTRUCT 7-INCH COMBINATION CURB AND GUTTER	10	LF	\$ 85.00	\$ 850.00
21	503.002	CONSTRUCT 6-INCH PCC SIDEWALK	125	SF	\$ 7.00	\$ 875.00
<b>SEWER &amp; UTILITY WORK</b>						
22	701.031	CONSTRUCT AGGREGATE BEDDING FOR TYPE R2, 15" STORM SEWER PIPE	239	LF	\$ 20.00	\$ 4,780.00
23	702.051	CONSTRUCT 15" RCP, CLASS III	239	LF	\$ 77.00	\$ 18,403.00
24	702.032	CONSTRUCT AGGREGATE BEDDING FOR TYPE R2, 18" STORM SEWER PIPE	53	LF	\$ 23.00	\$ 1,219.00
25	702.052	CONSTRUCT 18" RCP, CLASS III	53	LF	\$ 80.00	\$ 4,240.00
26	702.802	CONSTRUCT 18" RC FLARED END SECTION	1	EA	\$ 2,973.00	\$ 2,973.00
27	702.900	CONSTRUCT 54" I.D. STORM MANHOLE	39	VF	\$ 757.00	\$ 29,523.00
28	702.920	CONSTRUCT CURB INLET - TYPE I	1	EA	\$ 5,865.00	\$ 5,865.00
<b>SITE WORK</b>						
29	805.000	CONSTRUCT TYPE A RIP-RAP	29	TON	\$ 94.00	\$ 2,763.60
30	301.250	INSTALL GEOTEXTILE FABRIC	42	SY	\$ 8.00	\$ 336.00
31	201.300	EMBANKMENT BORROW	300	CY	\$ 21.50	\$ 6,450.00
32	803.000	INSTALL ROLLED EROSION CONTROL, TYPE I	750	SY	\$ 3.80	\$ 2,850.00
33	803.001	INSTALL ROLLED EROSION CONTROL, TYPE II	300	SY	\$ 4.50	\$ 1,350.00
34	802.000	INSTALL SEEDING - IRRIGATED LAWN AND TURF	0.07	AC	\$ 7,860.00	\$ 550.20
35	802.100	INSTALL SEEDING - TYPE B	0.14	AC	\$ 6,980.00	\$ 977.20
36	-	MISC RESTORATION ALLOWANCE	1	LS		
<b>TOTAL CONSTRUCTION COSTS:</b>						<b>\$ 122,178</b>

**217 Bellevue Blvd South - Emergency Storm Sewer Improvements**

BID ITEM LIST						
Line Item	Bid Item No.	Description	Estimated Quantity	Unit	Unit Price	Price
<b>GENERAL</b>						
1	-	MOB/DEMOB/INSURANCE	1	LS	\$ 11,160.00	\$ 11,160.00
2	-	ENVIRONMENTAL ALLOWANCE	1	LS	\$ 3,500.00	\$ 3,500.00
3	-	UTILITY ALLOWANCE	1	LS	\$ 4,560.00	\$ 4,560.00
<b>REMOVALS &amp; E&amp;SC</b>						
4	-	CLEARING AND GRUBBING (GENERAL & MISCELLANEOUS REMOVALS)	1	LS	\$ 12,000.00	\$ 12,000.00
5	101.001	INSTALL SILT FENCE	670	LF	\$ 4.00	\$ 2,680.00
6	101.005	INSTALL CONSTRUCTION ENTRANCE	1	EA	\$ 1,888.00	\$ 1,888.00
7	102.040	CLEARING AND GRUBBING TREES OVER 36" TO 48" DIAMETER	1	EA	\$ 5,700.00	\$ 5,700.00
8	103.001	REMOVE EXISTING SEWER PIPE	270	LF	\$ 19.00	\$ 5,130.00
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20	502.100	CONSTRUCT 7-INCH COMBINATION CURB AND GUTTER	10	LF	\$ 85.00	\$ 850.00
21	503.002	CONSTRUCT 6-INCH PCC SIDEWALK	125	SF	\$ 7.00	\$ 875.00
<b>SEWER &amp; UTILITY WORK</b>						
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23	702.051	CONSTRUCT 15" RCP, CLASS III	239	LF	\$ 77.00	\$ 18,403.00
24	702.032	CONSTRUCT AGGREGATE BEDDING FOR TYPE R2, 18" STORM SEWER PIPE	53	LF	\$ 23.00	\$ 1,219.00
25	702.052	CONSTRUCT 18" RCP, CLASS III	53	LF	\$ 80.00	\$ 4,240.00
26	702.802	CONSTRUCT 18" RC FLARED END SECTION	1	EA	\$ 2,973.00	\$ 2,973.00
27	702.900	CONSTRUCT 54" I.D. STORM MANHOLE	39	VF	\$ 757.00	\$ 29,523.00
28	702.920	CONSTRUCT CURB INLET - TYPE I	1	EA	\$ 5,865.00	\$ 5,865.00
<b>SITE WORK</b>						
29	805.000	CONSTRUCT TYPE A RIP-RAP	29	TON	\$ 94.00	\$ 2,763.60
30	301.250	INSTALL GEOTEXTILE FABRIC	42	SY	\$ 8.00	\$ 336.00
31	201.300	EMBANKMENT BORROW	300	CY	\$ 21.50	\$ 6,450.00
32	803.000	INSTALL ROLLED EROSION CONTROL, TYPE I	750	SY	\$ 3.80	\$ 2,850.00
33	803.001	INSTALL ROLLED EROSION CONTROL, TYPE II	300	SY	\$ 4.50	\$ 1,350.00
34	802.000	INSTALL SEEDING - IRRIGATED LAWN AND TURF	0.07	AC	\$ 7,860.00	\$ 550.20
35	802.100	INSTALL SEEDING - TYPE B	0.14	AC	\$ 6,980.00	\$ 977.20
36	-	MISC RESTORATION ALLOWANCE	1	LS	\$ 8,300.00	\$ 8,300.00
<b>TOTAL CONSTRUCTION COSTS:</b>						<b>\$ 150,938</b>

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16d.  
7/16/2021

COUNCIL MEETING DATE: 07/06/2021		SUBMITTED BY: Doug Clark, Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

2021 Resurfacing Project, Bellevue (AC funding)

SYNOPSIS/BACKGROUND:

Alfred Benesch & Company will provide additional preliminary engineering and NEPA services as a supplement to the 2021 Resurfacing Project, Bellevue (AC funding) which was approved by Council on July 7, 2020. Additional street segments include: M146(237B) Jewell Rd - Harvell Dr to Bellevue Blvd S; M146 (239B) Golden Hills Addition; M146(243C) 25th St - Harrison St to Mose Ave; M146(244B) 42nd St - Harrison St to Giles Rd; M146(249B) Avery Rd - Bellevue Blvd N to Ft Crook Rd.

FISCAL IMPACT: \$53,543.60 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Alfred Benesch & Company INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: 2021 Resurfacing Project, Bellevue (AC funding) - Supplement #01

CONTRACT EFFECTIVE DATE: CONTRACT TERM: Project completion CONTRACT END DATE:

PROJECT NAME: Bellevue Major Street Resurfacing (2021)

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

CIP PROJECT NAME: Major Street Resurfacing (MAPA/NDOT AC Funding) CIP PROJECT NUMBER: ST22(1)

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

ACCOUNTING DISTRIBUTION CODE: CIPST22(1) ACCOUNT NUMBER: 7010

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the supplemental agreement between the City of Bellevue and Alfred Benesch & Company in an amount not to exceed \$53,543.60 for the 2021 Resurfacing Project, Bellevue (AC funding).

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Angie Martez*  
*[Signature]*  
*[Signature]*



Alfred Benesch & Company  
 14748 W. Center Road, Suite 200  
 Omaha, NE 68144-2029  
 www.benesch.com  
 P 402-333-5792  
 F 402-333-2248

June 25, 2021

Mr. Dean Dunn, PE  
 Manager of Engineer Services  
 City of Bellevue  
 1510 Wall Street  
 Bellevue, NE 68005

RE: 2021 Resurfacing Project, Bellevue (AC funding) – Supplement #01  
 MAPA-5081(2) CN 22835

Dear Mr. Dunn:

Alfred Benesch & Co. (Benesch) is submitting the following and attached contract modification to supplement our current agreement for providing Preliminary Engineering and NEPA Services on the above referenced project.

This modification expands the contract areas to be included in the Project to include the following roadway segments:

- Jewell Road from Harvell Drive to Bellevue Boulevard South
- Bline Avenue / Golden Boulevard from S. 36th Street to Highway 370
- Golden Boulevard from Coffey Ave to Bline Ave, Coffey Ave from Golden Boulevard to 31<sup>st</sup> Street, and 31<sup>st</sup> Street from Coffey Ave to Golden Boulevard (Non-Participating Segments)
- 25<sup>th</sup> Street from Chandler View Elementary to Harrison Street
- 42<sup>nd</sup> Street from Giles Road to Harrison Street
- Avery Road from Fort Crook Road to Bellevue Boulevard North

The additional areas shall be addressed in the same manner and scope of services as outlined in the original contract. It is assumed all segments will require only preparation of NEPA Level 1 Categorical Exclusion documentation for the proposed project sites and development of a complete bid package in accordance with Nebraska Department of Transportation (NDOT) standards. A detailed breakdown of effort required and associated fee is provided in the attached document. The total estimated contract increase is \$53,543.60.

If this proposal is acceptable, or if there are questions or concerns about this proposal, please contact us at your convenience. We look forward to the opportunity to continue to provide assistance and value to the City on its projects.

Sincerely,

Jeffery A. Sockel, PE  
 Senior Vice President/Omaha Division Manager

Accepted: \_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Name

\_\_\_\_\_

Title

## Consultant's Estimate of Hours

**Project Name:** 2021 Resurfacing Project, Bellevue - Suppl  
**Consultant:** Alfred Benesch & Co.  
**Consultant PM:** Jeff Sockel, PE  
**LPA RC:** Dean Dunn, PE  
**NDOR PC:** TBD  
**Date:** June 25, 2021

**Project Number:** MAPA-5081(2)  
**Control Number:** 22835  
**NDOT NEPA Proj Mgr:** \_\_\_\_\_  
**Wetlands Project Mgr:** \_\_\_\_\_

SOS Sec		PERSONNEL CLASSIFICATIONS						Total
		PM		ENV	ENG	DES	PI	
1	Categorical Exclusion			62	5	16		83
2	Farmland							
3	Section 106 SHPO/THPO			4		1		5
4	Section 4(f) Initial Assessment Form (4.a.)			8		3		11
5	Section 6(f) Analysis							
	Floodplain Review			4		3		7
9	Water Quality Review			2				2
6	T&E Review			5				5
7	Hazardous Materials Review			4				4
10	Noise Study and Report							
11	Wetland and Stream Delineation Services							
	Small Del. (< 1 day of field activities)							
	Medium Del. (1-3 days of field activities)							
	Large Del. (> 3 days of field activities)							
12	Section 404 Nationwide Permitting Services							
13	Section 404 Individual Permitting App.							
14	Mitigation Plan							
15	Preparation of Public Involvement Materials			4			8	12
16	Prepare Green Sheet							
17	Project Management & Meetings	35		9	8			52
18	Site Visits			9		5		14
19	Urban Wetland Memo			5		4		9
20	Additional Resources for detailed analysis			20				20
21	Design Services	8			80	200		288
<b>Total Days</b>		<b>5.375</b>		<b>14.5</b>	<b>11.63</b>	<b>29</b>	<b>1</b>	<b>64</b>
<b>Total Hours</b>		<b>43</b>		<b>116</b>	<b>93</b>	<b>232</b>	<b>8</b>	<b>512</b>

**Project Cost & Breakdown****Exhibit B**Project Name: 2021 Resurfacing Project, Bellevue - Supp01Project Number: MAPA-5081(2)Consultant: Alfred Benesch & Co.Control Number: 22835Consultant PM: Jeff Sockel, PENDOR PC: TBDDate: June 25, 2021

<b>DIRECT LABOR COSTS</b>			
<b>Classification</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Project Manager	43	\$45.55	\$1,958.65
Environmental Scientist	116	\$39.23	\$4,550.68
Engineer	93	\$43.50	\$4,045.50
Designer/Technician	232	\$30.25	\$7,018.00
Public Involvement Specialist	8	\$28.40	\$227.20
	<b>492</b>	<b>Subtotal</b>	<b>\$17,800.03</b>

<b>DIRECT EXPENSES</b>	<b>Amount</b>
Subconsultants:	
Printing And Reproduction:	\$150.00
Mileage/Travel:	\$37.70
Lodging/Meals:	
Other Miscellaneous Costs:	\$1,000.00
	<b>Subtotal</b>
	<b>\$1,187.70</b>

<b>TOTAL PROJECT COSTS</b>	<b>Amount</b>
Direct Labor Costs	\$17,800.03
Overhead @ 161.07%	\$28,670.51
Total Labor Costs	\$46,470.54
Fee for Profit Rate @ 12.50%	\$5,808.82
Facility Capital Cost of Money (FCCM) @ 0.430% (direct labor cost x FCCM%)	\$76.54
Direct Expenses	\$1,187.70
	<b>TOTAL COST</b>
	<b>\$53,543.60</b>

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16e.  
7/6/2021

COUNCIL MEETING DATE: 06/29/2021		SUBMITTED BY: Ashley Decker		HR Director	
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>		
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>		PUBLIC HEARING <input type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>		OTHER <input type="checkbox"/>		

SUBJECT:

Contract amendment for Ultimate Kronos Group, f/k/a Ultimate Software Group, for the City's payroll and HRIS system.

SYNOPSIS/BACKGROUND:

The initial 3-year term of our contract has expired. As part of negotiations, we received a 0% increase for this upcoming year and a 5% increase for 2022-23. Thereafter, we can terminate the agreement with notice or renew with a 5% or less increase. Since negotiations extended beyond the expiration of the contract, we are currently paying a 9.5% increase that was effective April 3, 2021. That amount will be retroactively discounted upon approval and credited back to the City.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: 04/03/2021 CONTRACT TERM: 2 years 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 the amended agreement as proposed.

ATTACHMENTS:

- UKG SaaS Agreement Amendment
- 
- 
- 
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Amy Mates*  
*[Signature]*



**Effective Date:** June 04, 2021

**Customer:** City of Bellevue

**AR#:** CIT1027

**UKG Representative:** Dave Polchopek

**UKG Division:** Strategic Enablement

Re: Amendment to the Agreement (“Amendment”) between UKG Inc. (formerly known as The Ultimate Software Group, Inc.) and Customer

The parties have agreed to amend the Agreement as follows:

1. The term of the SaaS Agreement shall be extended for a term of twenty-four (24) months from April 3, 2021 through April 2, 2023 (“Renewal Term”). Thereafter, the SaaS Agreement shall automatically renew for successive renewal terms of one (1) year each. Customer may not terminate the SaaS Agreement during this Renewal Term except as set forth below. The Customer may terminate the SaaS Agreement after the Renewal Term by serving written notice of its intention at least ninety (90) days prior to the date of next such renewal period. Either party shall have the right to terminate the SaaS Agreement upon thirty (30) days prior written notice upon any breach hereof by the other party, provided the party in breach shall not have cured such breach during such thirty (30) day period.
2. At the commencement of the Renewal Term, the Subscription Fees attributable to the Agreement, shall be amended to reflect the revised Subscription Fees as set forth in Exhibit A herein.
3. During the Renewal Term and thereafter, Customer agrees to an increase in the Subscription Fees pursuant to the Agreement as follows:
  - i. April 3, 2021 – April 2, 2022 – no increase
  - ii. April 3, 2022 – April 2, 2023 - five percent (5%)
  - iii. April 3, 2023 and thereafter, any increase shall not exceed five percent (5 %) per annum.

This Amendment is subject to the terms and conditions of that certain SaaS Agreement between the parties with an effective date of July 26, 2017 along with various addenda, supplements, amendments, etc. to same (hereinafter collectively referred to as the “Agreement”). All other terms and conditions of the Agreement are reaffirmed and remain unchanged by this Amendment. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment will govern.

The parties agree that any signature (including but not limited to any electronic symbol attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record) hereto shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law, and the parties hereby waive any objection to the contrary. This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original of this Amendment but all counterparts together, shall constitute one and the same instrument. Each counterpart may be executed by electronic signature or manual signature. Delivery of an executed counterpart of this Amendment by telecopier or facsimile transmission or other electronic means shall be effective as delivery of a manually executed counterpart of this Amendment.

City of Bellevue

UKG Inc.

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Customer – Strategic

**Exhibit A**  
**Subscription Fees**

**Modules as set forth in Section 4A of the SaaS Agreement**

\$23.89 per Compensated Employee per month

Plus

\$4.00 per HR Only Employee per month

Plus

\$1.00 per Terminated Web Employee per month

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 07/06/2021		SUBMITTED BY: Doug Clark, Public Works Director		Epiphany Ramos, Wastewater & Solid Waste Superintendent	
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:

Franchise Agreement Addendum - Residential Solid Waste, Recyclable Materials, Yard Waste

SYNOPSIS/BACKGROUND:

On September 25, 2017, City Council approved the Franchise Agreement between the City of Bellevue and Waste Connections of Nebraska, Inc. dba Papillion Sanitation for the collection, transfer, and delivery of residential solid waste, recyclable materials and yard waste. Pursuant to the Agreement, rate adjustments are authorized to subsequent rate periods. The Wastewater and Solid Waste Department has completed an audit of the third party billing process, as well as an internal rate analysis. Final unit costs have been determined and are outlined in the First Addendum.

FISCAL IMPACT: \$514,653.60 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Waste Connections of Nebraska, Inc. INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: Franchise Agreement First Addendum

CONTRACT EFFECTIVE DATE: 07/06/2021 CONTRACT TERM: CONTRACT END DATE: 04/30/2023

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: 10-17 ACCOUNT NUMBER: 4018

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the addendum to the original franchise agreement between the City of Bellevue and Waste Connections of Nebraska, Inc. dba Papillion Sanitation for the collection, transfer, and delivery of residential solid waste, recyclable materials, and yard waste.

ATTACHMENTS:

1. First Addendum 2. Solid Waste Memo 3. Papillion Sanitation Letter

4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*[Handwritten signatures]*

## **FIRST ADDENDUM**

THIS FIRST ADDENDUM (“First Addendum”) is made this \_\_\_\_ day of July, 2021 between the City of Bellevue, Nebraska, a municipal corporation (“City”) and Waste Connections of Nebraska, Inc. DBA Papillion Sanitation (“Papillion Sanitation”). This First Addendum is an addendum to the Collection, Transfer, and Delivery of Residential Solid Waste, Recyclable Materials, Yard Waste Franchise Agreement (“Franchise Agreement”) dated September 25, 2017 and attached hereto as Exhibit “1”).

WHEREAS, the City and Papillion Sanitation have completed a comprehensive review of the rates and fees for services as set out in the Franchise Agreement and desire to adjust the same.

NOW THEREFORE, in consideration of the mutual agreement between the parties the parties agree to the following additions, changes, or deletions as set forth below:

### **Article 8. Contractor’s Compensation and Rate Setting**

The City and Papillion Sanitation mutually agree that the fees and Maximum Rates as outlined in the table on Exhibit L attached to the Franchise Agreement shall be replaced with the fees outlined below. All fees for “Additional Energy Bags”, “Extra Material”, “Additional Bulky Item Pick Up” and “Bulky Non-Recyclable Materials (Oversized)” as outlined in Exhibit L shall remain the same and all fees indicated herein shall be in effect through April 30, 2023.

**5/1/21 – 4/30/22:**

35 Gallon (Small) - \$13.36  
65 Gallon (Medium) - \$16.05  
95 Gallon (Large) - \$18.77  
Extra Cart - \$9.30

**5/1/22 – 4/30/23:**

35 Gallon (Small) - \$13.80  
65 Gallon (Medium) - \$16.58  
95 Gallon (Large) - \$19.39  
Extra Cart - \$9.61

**5/1/22 – 4/30/23:**

35 Gallon (Small) - \$14.26  
65 Gallon (Medium) - \$17.13  
95 Gallon (Large) - \$20.03  
Extra Cart - \$9.93

The parties agree and understand that the Master Fee Schedule of the City will be updated to reflect the same.

IN WITNESS WHEREOF, the Parties have executed this First Addendum as of the date first written above.

CITY OF BELLEVUE, NEBRASKA, a  
municipal corporation.

ATTEST:

By: \_\_\_\_\_  
Mayor – Rusty Hike

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

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Papillion Sanitation – (Signature)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

---

# Franchise Agreement

Between

The City of Bellevue, Nebraska

and

Waste Connections of Nebraska, Inc. DBA Papillion

Sanitation

for

Collection, Transfer, and Delivery of Residential Solid  
Waste, Recyclable Materials, Yard Waste

September 25, 2017

## 1. FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (hereinafter "Agreement") is made and entered into as of September 25, 2017, between the City of Bellevue, Nebraska, (hereinafter "City") a Municipal Corporation of the State of Nebraska, and Waste Connections of Nebraska, Inc. DBA Papillion Sanitation, (hereinafter "Contractor"). Collectively City and Contractor are referred to as the "Parties".

## 2. RECITALS

WHEREAS, the City issued a Request for Proposal for the Collection, Transfer, and Delivery of Residential Solid Waste, Recyclables, and Yard Waste, dated June 14, 2017 (hereinafter "RFP"); and

WHEREAS, in response to the RFP, the Contractor submitted to the City a Proposal for the Collection, Transfer, and Delivery of Residential Solid Waste, Recyclables, and Yard Waste, dated July 31, 2017 (hereinafter "Proposal"); and

WHEREAS, upon review and evaluation of the Proposals received by the City in response to the RFP, the City recommended to the Bellevue City Council on August 28, 2017, that the City Council accept the Proposal and enter into a contract with the Contractor; and

WHEREAS, the City Council for the City at its meeting of September 25, 2017 approved the selection of the Contractor for the Collection, Transfer, and Delivery of Residential Solid Waste, Recyclables, and Yard Waste, and awarded a contract to the Contractor;

WHEREAS, the City and Contractor have attempted to address conditions affecting their performance of services under this Agreement but recognize that reasonably unanticipated conditions may occur during the Term of this Agreement that will require the Parties to meet and confer to reasonably respond to such changed conditions;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained in this Agreement and for other good and valuable consideration, the Parties agree as follows:

Agreement.

## 3. OPERATION OF EQUIPMENT

The Contractor shall operate the equipment in a safe manner and at such times so as not to create a hazard to personnel or citizens

The equipment shall not be left overnight or at other times when work has been suspended, unless approved by the Director.

## 4. HOURS OF WORK

The Contractor's operations will be restricted to 7 am to 7 pm and no work may be performed on Sundays, unless otherwise approved by the Director.

#### **5. CONTRACTOR AVAILABILITY**

Within 24 hours of notification, the Contractor shall correct any problems within the scope of this agreement.

#### **6. RESPONSIBILITY FOR DAMAGE CLAIMS**

The Contractor shall indemnify and save harmless the City of Bellevue and its officers, agents, and employees from all suits, actions or claims of any character brought for any injury or damage received or sustained by any person, person, or property by reason of any act of the Contractor, its agents or employees, in the performance of the contract.

#### **7. PROTECTION AND RESTORATION OF PROPERTY**

The Contractor shall be responsible for the protection from his activities of all public and private property on and adjacent to the work and shall use every reasonable precaution necessary to prevent damage or injury thereto. He shall use suitable precaution to prevent damage to pipes, conduits, and other underground structures, and to poles, wires, cables and overhead structures.

It shall be the responsibility of the Contractor to promptly restore, replace or make good any damage or injury to all public and private property. If the Contractor fails to do so, the Director may at the Contractor's expense repair, rebuild, or otherwise restore such property.

#### **8. EQUIPMENT**

The Contractor must demonstrate to the satisfaction of the Director that the equipment to be used in the work is in good working condition and suitable for the purpose intended.

The Contractor is responsible for compliance with applicable requirements of the National Occupational Safety and Health Act of 1970 as amended, the Construction Safety Act, and applicable implementing regulations. The City of Bellevue shall not be responsible for the Contractor's compliance.

#### **9. EXECUTION OF THE WORK**

If the Contractor fails to execute the work as directed or fails to perform the work in a manner satisfactory to the Director, the Director may perform the work with other forces. The cost of work so performed will be deducted from any monies due the Contractor.

#### **10. CANCELLATION**

In the event it becomes necessary for the Director to have other forces perform the work, the Contractor shall promptly supplement his forces to get the work back on schedule. If the Contractor fails to take steps to keep the work on schedule, or consistently performs unsatisfactory work, the contract may be canceled upon thirty (30) days written notice by the City of Bellevue.

## **11. INSPECTION**

All work shall be subject to inspection by the Director at any time. Routinely, the Director will make periodic inspections of the completed work.

## **12. SUBCONTRACTING**

It is the intent of the Owner that this contract not be subcontracted. The Contractor shall not award work to subcontractor without prior written approval of the City of Bellevue.

The Contractor shall be fully responsible to the City for the acts and omissions of his employees, and of persons either directly or indirectly employed by the Contractor. The Contractor shall cause appropriate provisions to be inserted in all employment contracts by the terms of the contract documents insofar as applicable to the work of employees and to give the Contractor the same power as regards to terminating any employee that the City may exercise of the Contractor under any provision of the contract documents. Nothing contained in this contract shall create any contractual relation between any contract employee and the City of Bellevue.

## **13. NOTICE TO PROCEED**

A notice to proceed will be issued after the Contractor has executed the Agreement and his Insurance Certificate(s) or Endorsements have been received and accepted by the City. The Contractor shall not deliver any equipment to the work site or commence work until he has received a written Notice to Proceed.

## **14. TERMINATION**

This contract shall be subject to termination upon the occurrence of any of the following events:

If either party hereto defaults on any of its material obligations, (including but not limited to payment of workmen, subcontractors or material men and the timely performance), representations (including maintaining in force insurance as per the contract provisions), or warranties under this contract, the non-defaulting party shall notify the other party in writing specifying in sufficient detail the nature and extent of such breach and, unless within thirty (30) calendar days after such written notice of such default the defaulting party remedies the default, the non-defaulting party may terminate the contract in writing without further notice.

Also, this contract shall terminate, if (a) either party files a petition for bankruptcy or is adjudicated a bankrupt or if (b) a petition in bankruptcy is filed against either party or if (c) either party becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement for its creditors

pursuant to any bankruptcy or if (d) either party discontinues its business; then the other party shall have the right to terminate its contract immediately upon written notice.

## **15. PAYMENT**

Payment for this work will be made at the Contact Unit Price for which payment shall be full compensation for furnishing all materials, labor, tools, equipment, and incidentals necessary to satisfactorily complete the Item.

## **16. GOVERNING LEGISLATION**

This Agreement shall be governed by:

### **Federal**

Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, 42 USC sec. 9601 et seq. (CERCLA); the Hazardous Materials Transportation Act, 49 USC sec. 1802, et seq.; the Resource Conservation and Recovery Act, 42 USC sec 6901 et seq.; the Clean Water Act, 33 USC sec. 1251 et seq.; the Clean Air Act, 42 USC sec. 7401 et seq.; and federal laws pertaining to hazardous waste including 40 C.F.R. Part 261 and regulated as Hazardous Waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; or any other federal statute or regulation governing the treatment, storage, handling or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA.

U.S. EPA 2007/2010 Heavy-Duty Engine and Vehicle Standards and Highway Diesel Fuel Sulfur Control Requirements

Equal Employment Opportunity Act of 1972 and the Fair Labor Standards Act

Americans with Disabilities Act and all Federal rules and regulations relating thereto.

### **State**

Nebraska State statutes including Garbage disposal, R.R.S. 1943, §§ 18-1752 et seq., 19-2101 et seq.; Integrated Solid Waste Management Act, R.R.S. 1943, § 13-2001 et seq.; Nebraska Litter Reduction and Recycling Act, R.R.S. 1943, § 81-1534 et seq.; littering of public and private property, R.R.S. § 28-523.

### **County**

All applicable laws or statues enacted by Sarpy County, Nebraska.

### **City**

The City of Nebraska ordinances including Bellevue, Nebraska Code of Ordinances, Chapter 13 - Garbage and Refuse.

## **17. DEFINITIONS**

Unless otherwise specified, the following words and phrases shall have the meanings respectively

ascribed to them by this section:

**Affiliate:** All businesses (including corporations, limited and general partnerships and sole proprietorships) that are directly or indirectly related to Contractor by virtue of direct or indirect Ownership interest or common management. They shall be deemed to be "Affiliated with" Contractor and included within the term "Affiliates" as used herein. An Affiliate shall include: (i) a business in which Contractor has a direct or indirect Ownership interest, (ii) a business, which has a direct or indirect Ownership interest in Contractor or (iii) a business, which is also Owned, controlled or managed by any business or individual which has a direct or indirect Ownership interest in Contractor. For the purposes of this definition, "Ownership" means ownership as defined in the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date here, provided that ten percent (10%) shall be substituted for fifty percent (50%) in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and Section 318(a)(5)(C) shall be disregarded. For purposes of determining ownership under this paragraph and constructive or indirect ownership under Section 318(a), ownership interest of less than ten percent (10%) shall be disregarded and percentage interests shall be determined on the basis of the percentage of voting interest of value which the ownership interest represents.

**Agreement:** This Franchise Agreement between the City and {Proposer to insert full legal contractor name} for the Collection, Transfer, and Delivery of Residential Solid Waste, Recyclable Materials, Bulk Materials (metals, appliances, and electronics), and seasonal Yard Waste.

**Agreement Officials:** the Division Vice President of Waste Connections of Nebraska Inc. dba Papillion Sanitation or the Chairman's designee, and the City's Public Works Director or his or her designee.

**Alternative Facility:** The Transfer or Processing facility proposed by Contractor and approved by City for use in the event that an Approved Facility is unavailable for use.

**Applicable Law:** All Federal, State, County, and local laws and ordinances, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the Collection, Transportation, and Processing of Solid Waste, Recyclable Materials, Yard Waste that are in force on the Effective Date and as may be enacted, issued or amended during the Term of this Agreement.

**Approved Facility:** any one of or any combination of the: Approved Disposal Facility; Approved Transfer Facility; Approved Recyclable Materials Processing Facility; and/or, Approved Yard Waste Processing Facility.

**Approved Recyclable Materials Processing Facility:** The Firstar Recycling at 10330 I St., Omaha, NE 68127 which is owned and operated by Dale Gubbels.

**Approved Non-Recyclable Plastic Materials Processing Facility:** The Firstar Recycling at 10330 I St., Omaha, NE 68127 which is owned and operated by Dale Gubbels.

**Approved Transfer Facility:** The Sarpy County Transfer Station at 14414 S 156th St, Springfield, NE 68059, which is owned and operated by Waste Connections.

**Approved Yard Waste Processing Facility:** Soil Dynamics at 16494 292<sup>nd</sup> Street, Ashland, NE

68003, which is owned and operated by Andy Harpenau.

**Bag:** A plastic or other sack that can be closed at the top, yet designed to store solid waste with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed thirty (30) pounds. Bags shall not have a capacity greater than thirty-five (35) gallons.

**Bin:** A detachable metal container with hinged lids, which may have wheels, that is serviced by a front-end loading collection vehicle with a capacity of two (2) to six (6) cubic yards *Note: Bins are not included in the scope of this Agreement.*

**Biweekly:** Every other week.

**Brush:** shrubs, tree waste and prunings no larger than approximately three (3) inches in diameter, and no longer than approximately three (3) feet.

**Bulky Item/Waste:** Bulky Recyclable Materials; Bulky Non-Recyclable Materials; and other household waste material bundled so as not to exceed sixty (60) pounds in weight, four feet (4') in length, and two feet (2') in diameter.

**Bulky Non-Recyclable Materials (Oversized):** Those large or bulky materials, with a very little or no amount of recyclable content, including, but not limited to mattresses, wooden tables, dressers or chairs, stuffed couches, or chairs, mattresses, and pressed board or plywood furniture such as entertainment centers or armoires.

**Bulky Recyclable Materials:** those large or bulky materials, with a significant amount of recyclable content, that are collected separately from residents' normal cart collection service, including, but not limited to: large household appliances such as clothes washers and dryers, water heaters, heat pumps, air conditioners, dehumidifiers, refrigerators, freezers, trash compactors, dishwashers, conventional ovens, ranges, stoves, microwaves, and wood stoves; pipe, metal lawn furniture, bicycles, lawn mowers, tires, etc.; and electronic items such as computers and computer monitors, televisions, and similar items.

**NOTE:** Bulky Recyclable Materials are Excluded from Collection as part of this Agreement.

**Business Days:** Days during which the City offices are open to do business with the public.

**Can:** A receptacle with handles designed for manual curbside collection, having the capacity of greater than twenty (20) gallons but not more than thirty-five (35) gallons, constructed of plastic, metal, or fiberglass having a tight-fitting lid capable of preventing entrance into the container by vectors. *The June 30, 2011 contract between the City and Papillion Sanitation, Inc. specified that the mouth of the can ("container") have a diameter greater than or equal to that of the base, the weight of a container and its contents shall not exceed sixty (60) pounds, and other containers agreeable to both the City and Contractor/Subcontractor could be used for alternate recycling services.*

**Cart:** A City-owned and provided, wheeled plastic container in which residential unit occupants place refuse and solid waste with varying capacities of thirty-five (35), sixty-five (65), ninety-five (95) gallons, equipped with a hinged lid designed for mechanical pickup by an automated collection vehicle.

**Casual Hauler:** collectors or sub-contractors that are not {Proposer to insert full legal contractor name} shareholders, who may be hired by {Proposer to insert full legal contractor name} periodically to temporarily provide Solid Waste, Recycling, or Yard Waste Collection Service where necessary for seasonal or peak demands, during emergency situations, or at times where {Proposer to insert full legal contractor name} personnel are not otherwise available.

**Change in Control:** Any sale, merger, policy of assets, the issuance of new shares, any change in the voting rights of existing shareholders, or other change in ownership which transfers 25% or more of the beneficial interest therein from one entity to another. Provided, however, that intracompany transfers, such as transfers between different subsidiaries or branches of the parent corporation of the Contractor, or transfers to corporations, limited partnerships, or any other entity owned or controlled by the Contractor upon the effective date of this contract shall not constitute a change in control.

**City:** The City of Bellevue located in Sarpy County, Nebraska. As used in the Contract, it includes the official of the City holding the office of the City Administrator or her/his designated representative, such as the City's Director of Public Works.

**City Administrator:** The city administrator of the City of Bellevue or his/her duly authorized representative.

**Code:** Bellevue, Nebraska, Code of Ordinances

**Collection, Transfer, and Delivery:** shall be the collection, transportation, and delivery of residential Solid Waste, Recyclable Materials, Yard Waste from dwelling units serviced by the City system, to the locations determined by the City.

**Collection Interval:** The duration of time between the scheduled collection of material and the next scheduled collection of material.

**Collection Point Database:** A software-based tool used to record the route, date, time and address of Collection Point issues.

**Commercial Solid Waste:** All types of solid waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding residential and industrial wastes. *Collection of commercial solid waste is not part of the scope of this Agreement.*

**Compostable Bag:** Brown biodegradable 30 gallon yard waste bag weighing no more than 40 pounds.

**Composting:** The controlled biological decomposition of selected solid organic waste materials under aerobic condition resulting in an innocuous final product.

**Construction and Demolition Waste:** Waste which results from land clearing, the demolition of buildings, roads or other structures, including, but not limited to, fill materials, wood (including painted and treated wood), land clearing debris other than yard waste, wall coverings (including wall paper, paneling and tile), drywall, plaster, non-asbestos insulation, roofing shingles and other roof coverings, plumbing fixtures, glass, plastic, carpeting, electrical wiring, pipe and metals. Such waste shall also include the above listed types of waste that result from construction projects. Construction and demolition waste shall **not** include friable asbestos waste, special waste, liquid

waste, hazardous waste and waste that contains polychlorinated biphenyl (PCB), putrescible waste, household waste, industrial solid waste, corrugated cardboard, appliances, tires, drums, and fuel tanks.

**Consumer Price Index (CPI):** Defined by the United States Bureau of Labor Statistics as a measure of the average change over time in the prices paid by urban consumers for a market basket of consumer goods and services in the Midwest Region.

**Container:** A receptacle for the reception, and temporary storage of Solid Waste, Recyclable Materials, or Yard Waste to be collected by Contractor. Containers include Cans, Carts, Bins, or Roll-Off Container.

**Contractor:** The Contract agent for the collection of all residential Solid Waste, Recyclable Materials, Yard Waste from single-family units, duplex units, or tri-plex units.

**Curbside:** That portion of right-of-way on the resident's property within five (5) feet of the curb or to the traveled portion in the case of a sidewalk, without blocking sidewalks, driveways or on-street parking. If extraordinary circumstances preclude such a location, curbside shall be considered a placement suitable to the resident, convenient to the Contractor's equipment, and mutually agreed to by the City and Contractor.

**Customer:** The Person to whom MUD or the City submits its billing invoice to and collects payment from for Collection services provided to a Premises. The Customer may be either the Occupant or Owner of the Premises provided that the Owner of the Premises shall be responsible for payment of Collection services if an Occupant of a Premises, which is identified as the Customer of Owner's Premises, fails to make such payment.

**Director:** The director of public works of the City of Bellevue.

**Dirty Collection Point (DCP):** Any Solid Waste Collection Point (SWCP) or surrounding area that contains bagged, boxed or bundled Solid Waste outside the cart(s). Any SWCP or surrounding area that contains construction or demolition wastes or debris or any amount of Excluded Material or any number of bags, boxes, or bundles of Solid Waste, any amount of unprepared or improperly prepared Yard Waste, any amount of carpet, or any cart that exceeds two hundred pounds in weight.

**Disabled:** Any person who lacks competent power, strength, or physical or mental ability to move refuse containers of the type specified in this Agreement and provides written confirmation of such disability from a licensed physician.

**Disposal Site:** A solid waste depository including, but not limited to, sanitary landfills, composting facilities, MRF transfer stations, incinerators, and waste processing centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requirement such licenses, permits or approval.

**Diversion:** Any combination of waste prevention (source reduction), recycling, and reuse activities that reduces the amount of waste disposed at permitted landfills and transformation facilities. Diversion is achieved through the implementation of Diversion programs.

**DOT:** The United States Department of Transportation.

**E-Waste:** Discarded electronic equipment including, but not limited to, televisions, computer monitors, central processing units (CPUs), laptop computers, tablets, computer peripherals (including external hard drives, keyboards, scanners, and mice), printers, copiers, facsimile machines, radios, stereos, stereo speakers, VCRs, DVDs, camcorders, microwaves, telephones, cellular telephones, and other electronic devices. Some E-Waste or components thereof may be Hazardous Substances and thus require special handling, Processing, or Disposal.

**Energy Bag Program:** A program where non-recyclable plastic items are offered for Collection in a manner different from Solid Waste, for the purpose of being processed and then returned to the economic mainstream, in the form of energy.

**Effective Date:** The date collection services commence under this Agreement.

**Excluded Material:** Tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical, animal carcasses, or other hazardous, or as otherwise listed under the applicable federal and state laws and regulations.

**Extra Material:** The solid waste, recyclable materials, and/or yard waste generated at a property within the collection interval that does not fit in the customer's primary cart(s).

**Garbage.** The organic waste and residue of animal, fruit or vegetable matter arising from or attending the household preparation of meats, fish, fowl, fruits and vegetables, fruit or vegetable matter attending the preparation of food from any home, hotel, hospital, church, restaurant and commercial establishment.

*For other solid waste materials, see also Rubbish.*

**Generally Accepted Accounting Principles (GAAP):** A collection of rules, procedures, and standards that define accepted accounting practice; includes broad guidelines as well as detailed procedures.

**Generator:** An occupant of a residential unit who generates solid waste.

**Hauler:** A vehicle and its crew consisting of a driver and any additional members retained to assist in the Collection, Transfer, and Delivery of Residential Solid Waste or an individual {Proposer to insert full legal contractor name} operator of a vehicle for the Collection, Transfer, and Delivery of Residential Solid Waste.

**Hazardous Waste:** a solid waste, or a combination of solid wastes which, because of its quantity, concentration, or physical, chemical or infectious characteristics or defined as a hazardous waste by N.A.C. Title 128 - Nebraska Hazardous Waste Regulations, may:

- Cause, or significantly contribute to, an increase in mortality or an increase in serious, irreversible, or incapacitating reversible, illness; or
- Pose a substantial present or potential hazard to human health or animal health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Waste materials include, but are not limited to, poisons, pesticides, herbicides, acids, caustics, asbestos, pathological wastes, radio-active materials, flammable or explosive materials, and similar harmful chemicals and wastes that require special handling and must be disposed of in a

manner to conserve the environment and protect the public health and safety.

**Household Hazardous Waste (HHW):** Hazardous Waste generated at Residential Premises with the City. HHW includes, but is not limited to: paint, stain, varnish, thinner, adhesives, auto products such as old fuel, Used Motor Oil, Used Oil Filter, batteries, household batteries, fluorescent bulbs, tubes, cleaners and sprays, pesticides, fertilizers and other garden products, needles, syringes, and lancets. *HHW collection and disposal are not a part of the scope of this Agreement. Customers must utilize the program at the "Under the Sink" special waste facility managed by the City of Omaha.*

**Liquidated Damages:** The amounts due by Contractor for failure to meet specific quantifiable standards of performance as described in Exhibit D.

**Litter:** Any quantity of Solid Waste or Recyclable Materials which is not placed in a Container.

**Major Holiday:** New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, when occurring on a day of the five (5) day, Monday through Friday, work week, are the only holidays on which collection services are not provided on the "day-certain" schedule.

**Materials Recovery Facility (MRF):** Any facility capable of processing all materials deemed recyclable.

**Multifamily:** Any residential complex, other than Single-Family Premises, used for residential purposes, which normally has centralized Solid Waste and Recyclable Materials Collection service for all units in the building and may be billed as one address. *For the purpose of this Agreement, multifamily includes duplex and tri-plex units.*

**Non-Recyclable Plastics:** This refers to plastics not currently being recycled for the purpose of being reused or processed and then returned to the economic mainstream, in the form of commodities. For the purpose of this agreement, a current list of acceptable non-recyclable plastics will be provided that will be included in the Recycling Collection Scope of Services via the Specified Collection Bag, currently the Energy Bag Program.

**Non-Putrescible Waste:** Solid Waste which is not subject to decomposition by micro-organisms.

**Processing:** The sorting, volume reduction, containment, or other preparation of materials.

**Proposal:** The Waste Connections, Inc DBA Papillion Sanitation proposal dated July 31, 2017.

**Putrescible Waste:** Solid Wastes originated from living organisms and their metabolic waste products and from petroleum, which contains naturally produced organic compounds and which are biologically decomposable by microbial and fungal action into the constituent compounds of water, carbon dioxide and other simpler organic compounds.

**Rate Period:** A twelve (12)-month period, commencing January 1, of one year and concluding December 31 of the same year, for which the Agreement Compensation is calculated.

**Recyclables/Recyclable Materials:** Those non-hazardous residential or commercial business materials or by-products which are set aside, handled, packaged, or offered for Collection in a

manner different from Solid Waste, for the purpose of being reused or processed and then returned to the economic mainstream, in the form of commodities. For the purposes of this Agreement, Recyclable Materials shall be those collected materials that the City Municipal Code permits, directs and/or requires Waste Generator to set out in a Container, which is specifically designated for Recyclable Materials, for Collection for the purpose of Recycling. No discarded material shall be considered to be Recyclable Material unless it is separated from Solid Waste.

Recyclable Material may include, but is not limited to: mixed paper, including newspaper, magazines, catalogs, phone books, shredded paper (placed in paper bags for collection), bond or ledger grade paper, junk mail, mixed or colored paper, envelopes, paperback books, paperboard packaging, corrugated cardboard, brown paper grocery bags, paper egg cartons; food (bimetal) and aluminum cans; and plastic containers #1-7, excluding #6 (polystyrene in all forms). Glass bottles and jars; tissue paper; paper towels; food-contaminated paper; paper packaging combined with plastic, wax, or foil; used motor oil and filters; and used cooking oil are excluded.

**For the purposes of this Agreement, the definition of Recyclable Materials shall be contingent upon the requirements and limitations of the Approved MRF facility.**

**Recycling:** Any process by which waste or material which otherwise becomes rubbish is collected, separated, processed, and reused or returned to use in the form of raw materials or products.

**Request for Proposals (RFP):** The City's RFP dated June 14, 2017.

**Residential Unit:** A single-family, duplex, or triplex dwelling that is billed for collection service individually and located on a public street or private road.

**Residue:** Those materials which, after Processing, are Disposed rather than Recycled due to either the lack of markets for materials or the inability of the Processing Facility to capture and recover the materials.

**Reusable Materials:** means items that are capable of being used again with no or minimal Processing. Reusable Materials collected at no cost by a third party.

**Right-of-Way (ROW):** The area in, on, below, or above a public roadway, highway, street, bicycle lane, and public sidewalk.

**Roll-Off Container:** A wheeled or sledged container or compactor, generally with a capacity of twenty (20) to forty (40) cubic yards, suitable for storage of Solid Waste or Recyclable Materials that is serviced by a roll-off truck.

**Route:** A series of residential units regularly serviced with day-certain collection by a hauler or a casual hauler for residential Solid Waste, Recyclable Materials, Yard Waste.

**Rubbish.** All waste wood, wood products, plasterboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials *not* included in the definitions of bulky waste, construction and demolition waste, garbage, hazardous waste, or yard waste.

**Service Level:** Refers to the size of a Customer's Container and the frequency of Collection service.

**Service Recipient:** Refers to the actual recipient of the collection services, this can be different than the Customer processing the billing.

**Single-Family:** A residential unit including a single-family structure, or each unit of a duplex, triplex, townhouse, or condominium that receives individual Solid Waste, Recyclable Materials, Yard Waste Collection service.

**Solid Waste:** Any one (1) or all of the following: garbage, litter, refuse, rubbish, construction and demolition (C&D) waste, or any foul or unhealthy material; provided that solid waste shall not include human excreta, sewage or other water-carried waste, yard waste, or other similar substances, nor shall it include toxic or hazardous waste.

**Solid Waste Collection Point (SWCP):** That point on the curb, as designated by the City, which is the proper location for collection of a resident's solid waste, recyclables, and yard waste.

**Solid Waste Collection Service:** A public or private operation engaged in the collection, transportation, and delivery of solid waste.

**Source-Separated:** Certain reclaimable materials that are separated from solid waste by the generator for recycling or reuse, including, but not limited to recyclable materials and yard waste.

**Transfer Station:** An intermediate solid waste disposal facility for transferring loads of solid waste to a vehicle and/or trailer having a larger capacity. There may be volume reduction at the Transfer Station. A Transfer Station may be fixed or mobile.

**Universal Waste (U-Waste):** All wastes including, but not limited to, batteries, fluorescent light bulbs, and mercury switches.

**Un-Recyclable Waste:** Non-recyclable materials or recyclable materials that have been contaminated through the introduction of non-recyclable materials such as excluded materials, food, fuel, soil or, in the case of glass streams, ceramic material.

**Vehicle:** Primarily an automated rear-end-loading or a side-loading truck that compacts, but may also include other trucks such as roll-offs, open-body trucks, trailers, etc. That collect designated solid waste and yard waste streams in the City. Requirements: any vehicular equipment used for the transporting of garbage, trash, refuse or rubbish over the streets, avenues or alleys in the city shall have attached thereto a metal body of the totally enclosed watertight sanitary refuse collection type. The floor of such body shall be of such pitch and shall so meet the sides and front so as to prevent the leakage and dripping of liquids. The body shall be maintained clean and odor free.

**White Goods:** Discarded household appliances such as refrigerators, stoves, washer/dryers, water heaters, dishwashers, and similar items discarded from container customers. This definition does not include electronics, such as televisions and stereos, which are known as "brown goods."

**Work Order:** A written request to complete or verify completion of a defined task issued by the City.

**Workmanlike:** For the purpose of this Agreement, all vehicles and equipment used to perform

services shall be constructed, used, and maintained in good repair, clean appearance, and sanitary condition, so as to reduce unnecessary noise, spillage, and odor. Clean appearance shall mean the absence of readily noticeable body damage, rust, dirt, grease, and grime; normal wear and tear shall be specifically excluded. All parts and systems of the collection equipment shall operate properly and be maintained in a satisfactory condition as determined by the City.

**Yard Waste:** Garden wastes including leaves, lawn cuttings, pruning's, weeds, and dead plant material that fits within the Customer's Cart. The acceptability of specific types of yard waste shall be governed by current requirements of the City's approved yard waste facility(ies). The collection and/or disposal of Holiday trees shall not be considered as part of this Agreement.

## **Article 1. Grant and Acceptance of Franchise**

### **1.1 GRANT AND ACCEPTANCE OF FRANCHISE**

By the signing of this Agreement, City grants to Contractor and Contractor accepts an exclusive franchise within the corporate limits of the City. The franchise granted to Contractor shall be for the scope of services described in Section 3.1 and Article 4 of this Agreement, subject to the limitations described in Section 1.2 and except where otherwise precluded by Federal, State, and local laws and regulations.

This Agreement and scope of this franchise shall be interpreted to be consistent with Applicable Law, now and during the Term of the Agreement. If future judicial interpretations of current law or new laws, regulations, or judicial interpretations (except those amended or new laws or regulations implemented by the City) limit the ability of the City to lawfully contract for the scope of services in the manner and consistent with all provisions as specifically set forth herein, Contractor agrees that the scope of the Agreement will be limited to those services and materials which may be lawfully included herein and that the City shall not be responsible for any lost profits or losses claimed by Contractor to arise out of limitations to the scope or provisions of the Agreement set forth herein. In such an event, it shall be the responsibility of Contractor to minimize the financial impact of such future judicial interpretations or new laws and the Contractor may meet and confer with City and may petition for a Rate adjustment pursuant to Section 8.2.

### **1.2 Contractor Rights and Responsibilities; Mandatory Service; Enforcement of Exclusivity Rights**

The Contractor shall have the exclusive right and the obligation to collect all residential solid waste, recyclables and yard waste within the City limits during the term of this Agreement. The Contractor's obligation under this Section, and the Contractor's right to collect solid waste, recyclables, and yard waste shall not apply to customers exempted by the City from mandatory solid waste collection requirements. The Contractor's rights under this Agreement are subject to the rights of third parties in annexed areas, if any, and those rights shall not be abridged by this Agreement.

The City may, in its sole discretion, enforce the exclusivity provisions of this Agreement against third-party violators, taking into account the cost of doing so and other factors. The Contractor may independently enforce the exclusivity provisions of this Agreement against third-party violators, including, but not limited to, seeking injunctive relief and/or damages, and the City shall use good-faith efforts to cooperate in such enforcement actions brought by the Contractor. The City shall use its best efforts to adopt ordinances, rules or regulations that have the effect of requiring third parties, including, without limitation, customers, to comply with the provisions of this Agreement, including, without limitation, the exclusive service rights granted to the Contractor pursuant to this Agreement.

### **1.3 Obligations of Parties**

In addition to the specific performance required under the Agreement:

- A. Contractor shall use its reasonable commercial efforts to enforce its rights under this Agreement by the Contractor's identification and documentation of violations of the

Agreement by third parties.

- B. Contractor and City shall provide timely notice to the other Party of a failure or perceived failure to perform any obligations under this Agreement, and each shall have access to information demonstrating the Party's failure or perceived failure to perform.
- C. Contractor and City shall provide timely access to the City Contract Manager and the Contractor's designated representative as applicable and complete and timely responses to requests of the other Party.
- D. Contractor and City shall provide timely notice of matters which may affect either Party's ability to perform under the Agreement.
- E. Contractor shall cooperate with the City in identifying, applying, and managing any grant funding opportunities. All grant funding received, to be used solely in performance of the scope of services of this contract, will result in a deduction from Contractor's compensation.

## **Article 2. Term of Agreement**

### **2.1 Term and Option to Extend**

The Term of this Agreement shall commence May 1, 2018 (Commencement Date) and continue in full force for a period of ten (10) years, through and including April 30, 2028,

The City may extend the term of this Contract for up to two (2) extensions, each of which shall not exceed three (3) years in duration. Any such extension shall be under the terms and conditions of this Contract, as amended by the City and Contractor from time to time.

The Term of this Agreement shall only be extended with the prior consent of both Parties. Should the Parties choose to extend this Agreement, both Parties shall meet and confer no later than one (1) year prior to the expiration of this Agreement to determine and specify the duration and terms of such extension. Between the Effective Date and Commencement Date, Contractor shall perform all activities necessary to prepare itself to start providing services required by this Agreement on the Commencement Date.

### **2.2 Conditions to Effectiveness of Agreement**

The obligation of City to permit this Agreement to become effective and to perform its undertakings provided for in this Agreement is subject to the satisfaction of all the conditions below, each of which may be waived, in written form, in whole or in part by City.

- A. Accuracy of Representations. The Contractor's representations and warranties made in Contractor's Proposal and Article 11 of this Agreement are true and correct on and as of the Effective Date.
- B. Furnishings of Insurance and Performance Bond. Contractor has furnished evidence of the insurance and performance bond required by Article 9 that is satisfactory to the City.
- C. Absence of Litigation. To the Contractor's knowledge, after reasonable investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or

governmental authority, commission, board, agency or instrumentality decided, pending or threatened against Contractor wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would:

1. Materially adversely affect the performance by Contractor of its obligations hereunder; or,
2. Adversely affect the validity or enforceability of this Agreement.

D. Permits Furnished. Contractor has provided City with copies of all permits necessary for operation of all Approved Facilities owned or operated by Contractor or Subcontractor for use under the terms of this Agreement.

### **Article 3. Scope of Agreement**

#### **3.1 Summary Scope of Services**

##### **A. Agreement Documents**

The Contractor agrees to perform all of the services described in the documents for the prices set forth in the Contractors response to the RFP (Bid Proposal).

1) The term "AGREEMENT DOCUMENTS" means and includes the following:

- a. Notice to Bidders
- b. Request For Proposal
- c. Bid Proposal
- d. Performance and Payment Bond
- e. Proceedings by the governing body of the City relating to this agreement
- f. Notice of Award
- g. Notice to Proceed
- h. Agreement and Exhibits
- i. All Addenda

2) No substitution or change in said Agreement Documents shall be made except upon written consent of the City, and such allowance shall in no manner be construed to release either party from any specified or implied obligation of the Agreement Documents.

#### **3.2 Contractor Responsibilities**

The Contractor or its Subcontractor(s) shall be responsible for the following:

- A. Collecting Solid Waste, Recyclable Materials, Yard Waste, generated by and placed for collection by customers that are subscribers of contractor's services pursuant to requirements of Article 4;
- B. Transporting collected Solid Waste, Recyclable Materials, Yard Waste to the appropriate

approved facilities pursuant to requirements of Article 4;

- C. Performing all other services required by this Agreement including, but not limited to, public education, customer service, record keeping, reporting pursuant to Articles 4 and 6 and Exhibits B (Public Education & Outreach) and C (Reporting);
- D. Furnishing all vehicles, labor, supervision, carts, other equipment, materials, supplies, and all other items and services necessary to perform its obligations under this Agreement;
- E. Paying all expenses related to provision of services required by this Agreement including, but not limited to, taxes, regulatory fees, City fees, permit fees, and utilities;
- F. Performing or providing all services necessary to fulfill its obligations in full accordance with this Agreement at all times using best industry practice for comparable operations; and,
- G. Complying with all Applicable Laws.

The enumeration and specification of particular aspects of service, labor, or equipment requirements shall not relieve Contractor of the duty to perform all other tasks and activities necessary to fulfill its obligations under this Agreement, regardless of whether such requirements are enumerated elsewhere in the Agreement, unless excused in accordance with Section 10.7.

### **3.3 Use of Approved Facilities**

#### **A. Approved Facilities**

The Contractor, without constraint and as a free-market business decision in accepting this Agreement, agrees to use the Approved Facilities for the purposes of Processing and/or Disposing by Disposal Contractor of all Solid Waste, Recyclable Materials, and Yard Waste it collects in the City. Such decision by Contractor in no way constitutes a restraint of trade notwithstanding any Change in Law regarding flow control limitations or any definition thereof.

Contractor shall maintain accurate records of the quantities of Solid Waste, Recyclable Materials, Yard Waste, transported to the Disposal, Processing, or Composting Facilities and will cooperate with City and any regulatory authority in any audits or investigations of such quantities.

Contractor shall pay all tipping fees and other costs associated with Transporting to and Processing and/or Disposing Solid Waste, Recyclable Materials, Yard Waste Materials, and other materials it collects in the City at the Approved Facilities.

Contractor shall observe and comply with all regulations in effect at the Approved Facilities, and shall cooperate with and take direction from the operators thereof with respect to delivery of Solid Waste, Recyclable Materials, Yard Waste, and other materials it collects in the City. Contractor shall actively work with the Approved Facilities operators throughout the Term of this Agreement to minimize contamination of the Recyclable Materials, and yard waste under this Agreement and delivered to the Approved Facilities.

To the extent an Approved Facility(ies) is operated by an Affiliate or Subcontractor, Contractor shall ensure compliance of that party with the provisions of Section 4.8. However, this requirement

is in no way intended to limit Subcontractor compliance with all applicable provisions of this Agreement.

#### B. Alternative Facilities

1. **Purpose.** Contractor shall identify, and enter into arrangements with Alternative Transfer and Processing Facilities, whether an Affiliate or owned by a third-party prior to the Effective Date, and subject to review by the City upon City request in order to ensure uninterrupted service should Contractor for any reason be unable to provide services at one or more of the Approved Facilities.
2. **Alternative Facility Arrangements.** Alternative Transfer and Processing Facility arrangements must ensure that Contractor can deliver collected materials to an Alternative Facility within two (2) Business Days of Contractor or City notice of need to use such Alternative Facility. Contractor shall ensure that Alternative Facilities are able to accept Collected materials on a continuous basis for no less than thirty (30) Days. Should Contractor use of the Alternative Facility exceed thirty (30) Days, City may require Contractor provide additional reasonable assurances of the Alternative Facility's ability to accept collected materials on an ongoing basis under the terms of this Agreement. Contractor may request, and City may at its discretion grant a change in an Alternative Facility owned and operated by Contractor or an Affiliate, or owned and/or operated by a third party with the third party's prior written consent.
3. **Contractor Responsibility for Additional Cost.** If Contractor is unable to, or chooses not to, provide for Delivery of collected materials to an Approved Facility for reasons other than those specified in Section 10.7, Contractor shall provide immediate notice to City of its need to use an Alternative Facility, and shall be solely responsible for incremental differences in cost due to per-ton fees charged at the Alternative Facility and any additional transportation costs incurred in Transport and Delivery of Collected materials to the Approved Facility as provided in Article 8.
4. **City Responsibility for Additional Cost.** If Contractor is unable to provide for Delivery of collected materials, or Transport of collected materials to an Approved Facility for a reason specified in Section 10.7, Contractor shall provide immediate notice to City of its need to use an Alternative Facility. City shall be responsible for incremental differences in cost due to per-ton fees charged at the Alternative Facility and any additional transportation costs incurred in Delivering or Transport of Solid Waste to the Approved Facility as provided in Article 8.

#### C. Delivery to Non-Approved Facilities Prohibited

Should Contractor Transport collected materials to a facility other than an Approved Facility or an Alternative Facility as provided in Section 3.2.B without prior City approval, Contractor shall be subject to the penalty identified in Exhibit D for "Delivery to a Non-Approved Facility."

#### 3.4 No Limitation on City Diversion Programs

The City maintains programs to reduce the amount of waste intended for Disposal. It is the City's

intent to continue to improve, develop, and enhance existing programs as well as to implement new programs and services throughout the Term as it deems necessary to increase diversion and/or meet future federal, State, County or local legislation.

Nothing in this Agreement shall prevent, penalize, or impede, in any manner, the City from continuing programs, altering programs, or developing new programs that have the effect of reducing or increasing the amount of Solid Waste Collected and Delivered to the Approved Facilities.

### **3.5 Subcontracting**

Contractor shall not engage any Subcontractors for Collection, Transfer, and Delivery of Solid Waste, Recyclable Materials, or yard waste without the prior written consent of City Contract Manager. As of the Effective Date of this Agreement, City has approved Contractor's use of those subcontractors identified in Contractor's Proposal, included herein as Exhibit N. If the Contractor plans to engage other Affiliate or related party entities in the provision of services, Contractor shall obtain written approval from City Contract Manager thirty (30) days prior to its plans to use party. Contractor shall submit written request to the City seeking approval of other Affiliate or related party entities. Such request shall include a description of its plans, name and qualifications of party, and an explanation of any potential impacts related to the quality, timeliness, or cost of providing services under this Agreement.

### **3.6 Responsibility for Materials**

Once Solid Waste, Recyclable Materials, Yard Waste are placed in the Contractor's Containers and at the Collection location, the responsibility for their proper handling shall transfer directly from the Generator to Contractor, with the exception of Excluded Waste (which shall remain the sole responsibility and liability of the Generator of such Excluded Waste). Once Solid Waste, Recyclable Materials, Yard Waste Materials are deposited by Contractor at the appropriate Approved Facility, such materials shall become the responsibility of the Owner or operator of the Approved Facility including the Disposal Contractor in the case of Disposal, with the exception of Excluded Waste pursuant to Section 5.7.C.

If the Generator of Excluded Waste cannot be identified Contractor shall pay the costs associated with the proper disposal of Excluded Waste. At no time, shall title to Excluded Waste pass to the Contractor.

### **3.7 Cooperation with City or County**

The Contractor shall with no added compensation reasonably cooperate with the City, its agent, and/or Sarpy County and/or its agent, and/or Douglas County and/or its agent, or any State regulatory authority and/or its agent if the City or County or State regulatory authority seek to collect data, perform field work, and/or evaluate and monitor Diversion program results through characterization of Solid Waste, including providing reasonably requested data, allowing visits to Approved Facilities, and allowing use of Contractor-designated areas of Approved Facilities as needed to perform Solid Waste characterizations.

Contractor shall also reasonably cooperate with City and/or County or State regulatory authority by providing requested data and review and otherwise assisting with any Disposal Reporting

System Investigations or Origin Report Studies by providing documentation deemed reasonably necessary by the City Contract Manager, the County or State regulatory authority.

### **3.8 City-Directed Changes to Scope**

City may meet and confer with Contractor to establish the scope of any additional services or modification to existing services (which may include use of Approved Facilities) to be provided under this Agreement. In such case, Contractor shall present, within thirty (30) calendar days of City's request, a written proposal to provide such modified or additional services.

City shall review the Contractor's proposal for the change in scope of services. City and Contractor may meet and confer to negotiate Contractor's proposed revisions and costs and shall amend this Agreement, as appropriate, to reflect the mutually agreed-upon changes in scope.

## **Article 4. Scope of Services**

Contractor shall perform the services described in this Article 4. Failure to specifically require an act necessary to perform the service does not relieve Contractor of its obligation to perform such act.

Contractor acknowledges that City is committed to Diverting materials from Disposal through the implementation of source reduction, reuse, Recycling, Composting, and other programs, and that City may implement new programs in accordance with Section 3.4 that may impact the overall quantity or composition of materials to be Collected by Contractor, subject to Contractor's right to petition for a change in City-approved Maximum Rates pursuant to Section 8.3.

### **4.1 Single-Family Residential Services**

#### **A. Solid Waste Collection**

Contractor shall Collect Solid Waste in Contractor-provided Carts one (1) time per week from Single-Family Customers and Transport all Solid Waste to the Approved Disposal Facility.

**Containers:** Contractor-Provided Carts

**Container Sizes:** 35-, 65-, and 95-gallons (as requested by Customer).

**Service Frequency:** One (1) time per week

**Service Location:** Curbside standard; side- or back-yard service shall be provided at no charge to disabled Customers in accordance with Section 4.1.G

**Acceptable Materials:** Solid Waste.

**Prohibited Materials:** Recyclable Materials, Yard Waste Materials, Excluded Waste

**Other Requirements:** Customers may only use contractor-provided carts. Cart contents must fit in cart with lid closed completely.

Pricing discount for service of 65 gallon carts shall be 15% of cost for 95-gallon cart service 30% of 95-gallon cart service for 35-gallon cart service.

Contractor shall establish an “overages” program that allows Single-Family Customers to place “Additional Non-Bulky Solid Waste Item” Curbside on their regularly-scheduled Collection day, and may charge an “Additional Non-Bulky Solid Waste Item” Rate not to exceed the Maximum Rate approved by the City.

Contractor shall tag any items not Collected and such tag shall indicate the reason the item(s) were not Collected and how to arrange for proper Disposal. Within twenty-four (24) hours of tagging item(s), the Contractor shall post on Contractor’s website for access by the City the Premises where materials were not picked up, describing the type of material(s) and reason.

#### B. Recyclable Materials Collection

Contractor shall Collect Recyclable Materials in Contractor-provided Carts one (1) time per week from Single-Family Customers and Transport all Recyclable Materials to the Approved Recyclable Materials Processing Facility for Processing.

- Containers:** Contractor-Provided Carts
- Container Sizes:** 35-, 65-, and 95-gallons (as requested by Customer).
- Service Frequency:** One (1) time per week.
- Service Location:** Curbside standard; side- or back-yard service provided at no charge to disabled Customers in accordance with Section 4.1.G
- Acceptable Materials:** Recyclable Materials
- Prohibited Materials:** Solid Waste, Yard Waste Materials, Excluded Waste
- Other Requirements:** Customers may only use contractor-provided carts. Cart contents must fit in cart with lid closed completely.

No pricing increase is allowed for service cart size requested by customer.

Contractor shall tag any items not Collected and such tag shall indicate the reason the item(s) were not Collected and how to arrange for proper Disposal. Within twenty-four (24) hours of tagging item(s), the Contractor shall post on Contractor’s website for access by the City the Premises where materials were not picked up, describing the type of material(s) and reason.

#### C. Collection and Recycling of Non-Recyclable Plastics

Contractor shall Collect all properly prepared Non-Recyclable Plastics in Contractor-provided

Collection Bags, or Hefty Energy Program Bags, deposited in Contractor Provided Recycling Materials Carts one (1) time per week from Single-Family Customers and Transport all Non-Recyclable Plastics Collection Bags, or Hefty Energy Program Bags, to the Approved Non-Recyclable Plastics Processing Facility for Processing.

**Collection Bag:** Contractor will provide and distribute to Customers a 1-year supply (20 bags) annually of Non-Recyclable Plastics Collection Bags, or Hefty Energy Program Bags.

**Bag Specifications:** Non-Recyclable Plastics Collection Bags, or Energy Program Bags shall be 8 Gallon capacity, sized 21.75" left to right, 22" top to bottom, colored Orange, of Low Density Polyethylene material, 2 mil, Flat Top Closure, in a Rolled Bag in a Cover Bag with educational insert included packaging, purchased only from an Approved Non-Recyclable Plastics Processing Facility

**Service Frequency:** The Contractor will offer collection of the Non-Recyclable Plastics Collection Bag, or Energy Program Bag, with servicing frequency of Recycling Materials Cart Collection for two consecutive years' effective commencement date of this contract.

**Service Location:** Curbside standard; side- or back-yard service provided at no charge to disabled Customers in accordance with Section 4.1.G

**Acceptable Materials:** Non-Recyclable Plastics included in the Energy Bag Program in accordance with Exhibit H.

**Prohibited Materials:** Solid Waste, Yard Waste Materials, Excluded Waste, Recyclable Materials

**Other Requirements:** Customers may only use contractor-provided carts provided strictly for Recyclable Materials to deposit Non-Recyclable Plastics Collection Bags, or Energy Program Bags, for Collection. Cart contents must fit in cart with lid closed completely.

No additional charge is allowed for annual supply and distribution of Non-Recyclable Plastics Collection Bags, or Energy Program Bags, for two consecutive years' effective commencement date of this contract.

Contractor shall provide additional supply (20 bags) of Collection Bags for Non-Recyclable Plastics upon Customer request and may charge an "Additional Non-Recyclable Collection Bags Supply" Rate not to exceed the Maximum Rate approved by the City.

City Contract Manager may choose to discontinue this Scope of Service at any time during this contract term.

#### D. Yard Waste Collection

Contractor shall Collect Yard Waste in Contractor-provided Carts one (1) time per week from Single-Family Customers and Transport to the Approved Yard Trimmings Processing Facility for Processing.

**Containers:** Contractor-Provided Carts

**Container Sizes:** 35-, 65-, and 95-gallons (as requested by Customer).

**Service Frequency:** One (1) time per week, April 1–November 30.

**Service Location:** Curbside standard; side- or back-yard service provided at no charge to disabled Customers in accordance with Section 4.1.F

**Acceptable Materials:** Yard Waste, April 1 through November 30. Solid Waste December 1 through March 31. The Yard Waste Cart will be used for solid waste collections December 1 through March 31.

**Prohibited Materials:** Solid Waste, Recyclable Materials, and Excluded Waste, April 1 through November 30. Recyclable Materials and Excluded Waste, December 1 through March 31.

**Additional Service:** Contractor shall establish an “overages” program that allows Single-Family Customers to place additional Yard Trimmings Curbside on their regularly-scheduled Collection day, at no additional cost. Additional yard waste must be in compostable bags weighing no more than 40 pounds each.

**Other Requirements:** No pricing increase is allowed for service cart size requested by customer.

Contractor shall tag any items not Collected and such tag shall indicate the reason the item(s) were not Collected and how to arrange for proper Disposal. Within twenty-four (24) hours of tagging item(s), the Contractor shall post on Contractor’s website for access by the City the Premises where materials were not picked up, describing the type of material(s) and reason.

#### E. On-Call Curbside Bulky Materials Collection

Contractor shall collect Bulky Items and other materials listed below from Single-Family Customers and transport all collected materials to the Approved Facility with the exception of Reusable Materials collected at no cost by a third party.

**Containers:** Not applicable

**Service Level:** Up to three (3) cubic yards of Solid Waste, Recyclable Materials, Yard Waste, Reusable Materials—*or*— up to one (1) Bulky Item

**Service Frequency:** Up to two (2) times per year (as requested by Customer), at no additional cost. Additional pick-up as requested by Customer, for Additional Bulky

Item Charge.

**Service Location:** Curbside only

**Acceptable Materials:** Solid Waste, Yard Waste (including small tree stumps not to exceed 16 inches in diameter and length), Bulky Items, Reusable Materials, (excluding concrete).

**Prohibited Materials:** Excluded Waste or any single item that exceeds sixty (60) pounds.

**Additional Service:** Contractor shall provide additional Collection events for a Customer beyond two (2) per year and may charge an "Additional Bulky Item Collection" Rate not to exceed the Maximum Rate approved by the City.

**Other Requirements:** The Contractor shall provide the service to the Customer on the Customer's regularly scheduled Solid Waste Collection day within seven (7) Business Days of the Customer's requested service date, and such date shall be mutually agreed upon by the Customer and Contractor.

Contractor's shall notify Customers that materials shall not be placed Curbside more than twenty-four (24) hours in advance of the scheduled bulky Collection day.

Contractor shall tag any items not Collected and such tag shall indicate the reason the item(s) were not Collected and how to arrange for proper Disposal. Within twenty-four (24) hours of tagging item(s), the Contractor shall post on Contractor's website for access by the City the Premises where materials were not picked up, describing the type of material(s) and reason.

#### F. Seasonal Programs

Contractor shall develop and educate Customers about the availability of and participation requirements for programs dealing with seasonal or periodic waste management demands that exceed regularly scheduled Collection including, without limitation: inclusion of Halloween pumpkins in the Yard Waste Materials Carts, instructions for holiday tree disposal, and handling of materials from spring cleaning, and fall leaves through on-call Curbside bulky clean-up collections and/or the overages program.

#### G. Alternative Service Locations for Seniors and Disabled Customers

Contractor shall allow for Seniors and Persons who have a disability as defined by the Americans with Disabilities Act, and all Federal rules and regulations relating thereto) that are Occupants of Single-Family Premises to receive Collection services at a location other than Curbside at no extra charge to the Customer. Contractor shall review all applications made by Senior Customers (which shall include a driver's license or birth certificate) and by disabled Customers (which shall include statements from physicians) to determine conformance with this exemption provision and shall grant exemptions, if applicable. Contractor shall make reasonable accommodations with regard to provision of and servicing of Containers (e.g., Container size and type, placement of Containers

for Collection, etc.) at no additional cost to the Customer.

#### H. Vacation Holds

Contractor shall provide temporary vacation holds at no cost. In such case, Customer may suspend Collection service for up to three (3) months annually and Contractor shall not charge for service during that period.

### 4.2 Services for City Facilities

#### A. Collection Services to City Facilities

Contractor shall Collect Solid Waste, Recyclable Materials, Yard Waste from City facilities in Contractor-provided Containers not less than one (1) time per week from Commercial Customers and Transport all Solid Waste. Services to City Facilities will be exempt from Approved Facilities use. Processing costs are to be paid by Contractor for all Commercial Customers Serviced and transported to Non-Approved Facilities.

Contractor shall provide service to all City facilities identified in Exhibit E as well as any future City facilities. Contractor shall provide these services at no cost to the City. Contractor shall provide Recycling technical assistance to City facilities to assist with implementation and/or expansion of Recyclable Materials and Yard Waste Materials Collection services.

**Containers:** Carts, Bins, Drop Boxes, Roll-Off Containers

**Container Sizes:** 35-, 65-, and 95-gallon Carts; 1- to 8-cubic-yard Bins; and, 20-, 25-, 30-, 35-, and 40-cubic-yard Roll-Off Containers  
(as requested by City)

**Service Frequency:** Up to six (6) times per week but not less than one (1) time per week, as requested by Customer

**Service Location:** Curbside; or other City-selected service location at the City Premises

**Acceptable Materials:** Solid Waste, Recyclable Materials, Yard Waste Materials – all as indicated and separately labeled containers

**Prohibited Materials:** Excluded Waste

**Additional Service:** Upon City request and to accommodate periodic additional service needs, Contractor shall provide Collection service at a greater frequency than the Customer's regularly scheduled service, up to the maximum Service Level and Contractor may charge an appropriate Rate for the higher Service Level at a Rate not to exceed the Maximum Rate approved by the City.

**Other Requirements:** Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers.

### 4.3 Special Events—Semiannual Community Clean-Up

Contractor shall provide semiannual (once during spring and once during fall) community clean-up events for Solid Waste, Recyclable Materials, Yard Waste, as directed by City, and at no cost to the event or City.

The City shall designate up to two (2) event collection station venues for each event within the City limits and make available each site and provide logistical resources for traffic control [two (2) flaggers] and one (1) access manager for each venue, who will verify the status of customers via requiring customers to bring their solid waste services bill, either MUD or City billing, as proof of residence.

Once Customers have entered the site, City designated staff shall direct Customers in an orderly, efficient traffic flow. Contractor shall oversee Customers as they unload their vehicles to verify source separation and coach customers as to proper separation and placement. Contractor shall provide one (1) to two (2) personnel per truck for oversight and to assist in unloading large items.

Contractor services for special events include:

#### A. Trucks

Contractor shall provide five (5) compactor trucks per event collection station for collection and haul-off.

#### B. Containers

Contractor shall provide six (6) Containers for event collection stations to be placed throughout the event venue, and Containers for the aggregation of material removed from event collection stations during the course of the event. Contractor shall provide containers in sufficient number of appropriate type(s) for the needs of the event as determined by Contractor in cooperation with the event organizer. Contractor will collect the containers within 24 hours of conclusion of the event. Contractor shall deliver Collected materials to the appropriate Approved Facility for Processing and Disposal.

#### C. Public Outreach

##### Customer Mailers, Press Releases, and Website Promotion

Contractor shall provide a semiannual billing insert, press releases, and Website notifications of Semiannual Community Clean-Up Events.

All public outreach materials shall include a set of recommendations to Customers regarding required source separation, including suggestions indicating that Customers should load their vehicles according to material type in the reverse order in which customer vehicles shall be required to proceed through the site, e.g., if Customers will be directed first to drive to the Solid Waste area, they should load Solid Waste into their vehicles last.

##### Signage

The City shall provide signs directing Customer vehicles through the site.

## Booth

Upon request of the City Contract Manager, Contractor shall staff a booth or exhibit at the event for the purpose of informing the public about the services and programs provided by Contractor under this Agreement, and services offered locally at City approved facilities and organizations, such as Omaha's Under the Sink, excepting disposal of waste directly from the Customer, and the benefits of source reduction, reuse, Recycling, and Composting.

## D. Reporting

Within fourteen (14) calendar days of the end of the event, Contractor shall submit a report to the City Contract Manager and event organizer. The report should include, at a minimum: the number of event collection stations deployed at the event, the number of collection station monitors, the Tonnage of each material type (i.e., Solid Waste, Recyclable Materials, and Yard Waste Materials) Collected, and a description of the public outreach provided at the event.

Contractor may, at its sole discretion, expense, and liability, coordinate with local youth, community, or charitable organizations to provide some or all of the required services. Regardless of Contractor's use of such an organization, Contractor shall be responsible for ensuring that service is provided at the event in a professional and timely manner.

For special events that are not designated by the City as one of the required events, Contractor shall provide the above-described special event services at the request of the event organizer and may negotiate the charges for such services with the event organizer based on the specific needs of the event.

### 4.4 Transportation of Collected Materials

Contractor shall Transport all Solid Waste, Recyclable Materials, yard waste, and other materials Collected in the City to the Approved Facilities for the purposes of Processing, or of Disposal by the Disposal Contractor of such materials, as applicable. Contractor shall maintain accurate records of the quantities of Solid Waste, Recyclable Materials, and yard waste Transported to the Approved Facilities and will cooperate with City in any audits or investigations of such quantities.

### 4.5 Delivery and Processing of Collected Materials

#### A. Delivery of Materials to Approved Facilities

##### 1. Delivery

The Contractor is responsible for Transporting Collected Solid Waste, Recyclable Materials, Yard Waste Materials, to the Approved Facility(ies) by direct haul or use of transfer station and large-capacity transfer vehicle haul. If the Contractor plans to change its Transport method, Contractor shall obtain written approval from the City prior to making the change; pay all costs; and shall not be reimbursed for any additional costs. The City shall approve the Transport method, and the duration the Transport method is expected to remain in use.

##### 2. Compliance with Facility Rules

Contractor (and its Subcontractor(s)) shall observe and comply with all regulations in effect at the

Approved Facilities and cooperate with the operators thereof with respect to delivery of Solid Waste, Recyclable Materials, Yard Waste including directions to unload Collection vehicles in designated areas, accommodating operations and maintenance activities, and complying with Hazardous Waste exclusion programs.

### 3. Transfer Vehicle Tare Weights

Contractor is responsible for ensuring accurate weighing of all Collection vehicles entering Approved Facilities, and of Transfer Vehicles leaving an Approved Transfer Facility owned or operated by Contractor or Subcontractor under this Agreement. Within thirty (30) Days prior to the Commencement Date, Contractor shall ensure that all Collection vehicles used to Deliver Collected materials to Approved Facilities owned or operated by Contractor or Subcontractor under this Agreement are weighed to determine unloaded ("tare") weights. Contractor and Franchise Collector shall electronically record the tare weight and provide a distinct vehicle identification number for each vehicle. Contractor shall provide City with a report listing the vehicle tare weight information upon request. Contractor shall ensure that additional or replacement Collection vehicles are promptly weighed prior to Contractor placing them into service. Contractor shall check tare weights at least annually, or within fourteen (14) Days of a City request, and shall re-tare vehicles immediately after any major maintenance service.

### 4. Facility Scales at Contractor's Approved Facility(ies)

For all Approved Facilities owned or operated by Contractor or Subcontractor under this Agreement, Contractor shall maintain or require its Subcontractor to maintain State-certified motor vehicle scales in accordance with Applicable Law. All scales shall be linked to a centralized computer recording system at each Approved Facility to record weights for all incoming materials. Contractor and/or its Subcontractor shall provide back-up generator(s) capable of supplying power to the scales in the event of a power outage. Contractor and/or its Subcontractor shall promptly arrange for use of substitute portable scales should its usual scales not be available for whatever reason. Pending substitution of portable scales, Contractor and/or its Subcontractor shall, as necessary, estimate by material types the tonnages of Collected Materials Transported to and from the Approved Facilities, on the basis of Delivery vehicle and Transfer trailer volumes, tare weights, and/or other available facility weight records. These estimates shall take the place of actual weights while scales are inoperable, and shall be identified as estimates in electronic records and reporting. Contractor shall upon City request, weigh and provide tare weights for City vehicles should City directly Deliver Collected materials to an Approved Facility owned or operated by Contractor or Subcontractor under this Agreement. Contractor and/or its Subcontractor shall test and calibrate all scales in accordance with Applicable Law, but at least every twelve (12) months or upon City request.

### 5. Records and Reporting

For all Approved Facilities owned or operated by Contractor under this Agreement, Contractor shall maintain computerized scale records and reports that provide information including date of receipt, inbound time, inbound and outbound weights of vehicles, vehicle identification number, as further provided in Exhibit B. For all Approved Facilities owned or operated by Contractor under this Agreement, Contractor shall also maintain computerized scale records and reports

providing historical vehicle tare weights for each vehicle and the date and location for each tare weight recorded. For all Approved Facilities owned or operated by Contractor under this Agreement, if vehicles receiving and unloading operations are recorded on video cameras at the Approved Facilities, Contractor shall make those videos available for City review during the Facility's operating hours, upon request of the City, and shall provide the name of the driver of any particular load if available.

## B. General Processing Requirements

### 1. Overview

Contractor agrees to Transport and deliver all Solid Waste, Recyclable Materials, and Yard Waste Materials, it Collects in the City to the Approved Landfill, Approved Recyclables Processing Facility, and Approved Composting Facility, respectively. Residue from the Processing and Composting activities shall be Disposed of by Contractor or the Processing or Composting Facility Subcontractor at a Disposal Facility selected by Contractor or its Subcontractor. A site in the City used for material handling activities of any kind will be subject to the City's strict development permit review process.

### 2. Processing Capacity, Residue, and Facility Permits

Contractor shall secure sufficient capacity to Process all Recyclable Materials and Yard Waste Materials, collected under this Agreement and shall cause the Approved Facilities to Process and/or Compost, and market the Recyclable Materials, Yard Waste Materials. Contractor shall provide the City, upon request, with:

- a) Documentation demonstrating the availability of such capacity; and,
- b) Name, address and owner/operator of any transfer station used to deliver materials to such site.

Contractor shall use commercially reasonable efforts to obtain a residue level of ten percent (10%) or less for Recyclable Materials, ten percent (10%) or less for Yard Waste Materials. For the purpose of this paragraph, the residue level shall be equal the monthly Tonnage of Processing residue requiring Disposal divided by the total monthly Tonnage of Materials Collected.

Contractor shall keep all existing permits and approvals necessary for use of the Approved Facility(ies) owned and/or operated by Contractor in full regulatory compliance or confirm that the owner or operator of such facility does so. Contractor shall, upon request, provide copies of permits and/or notices of violation of permits to the City.

### 3. Contractor-Initiated Change in Facility

Contractor may change its selection of one or more of the Approved Facility(ies) following City's written approval, but Contractor shall not be compensated for any increased Transportation and Processing costs. Contractor will bear any increased Transportation and Processing costs associated with a Contractor-initiated change in the Approved Facility(ies); provided, however, Contractor shall be entitled to any savings in Processing Costs as a result of such change. If Contractor elects to use a Processing and/or Composting facility(ies) that is different than

Approved Facility(ies), it shall request written approval from the City sixty (60) calendar days prior to use of the site and obtain the City's written approval no later than ten (10) calendar days prior to use of the site.

#### 4. Inability to Use Approved Facility

If Contractor is unable to use an Approved Facility due to an emergency or sudden unforeseen closure of the Approved Facility, Contractor may use an alternative Processing or Composting facility provided that the Contractor provides verbal and written notice to the City and receives written approval from the City at least twenty-four (24) hours prior to the use of an alternative Processing or Composting facility. The Contractor's written notice shall include a description of the reasons the Approved Facility is not feasible and the period of time Contractor proposes to use the alternative facility. Contractor shall not be compensated for any increased Transportation and Processing costs; provided, however, Contractor shall be entitled to any savings in Processing Costs as a result of such change.

#### 5. No Landfill Disposal Other Than Solid Waste

No Collected materials other than Solid Waste shall be deposited for Disposal. If for reasons beyond its reasonable control, Contractor (or its Subcontractor(s)) believes that it cannot divert the Recyclable Materials, Yard Waste Materials from Disposal, then it shall prepare a written request for approval to Dispose of such material. Such request shall contain the basis for Contractor's belief (including, but not limited to, supporting documentation), describe the Contractor's efforts to arrange for the Diversion from Disposal of such material, the period required for such Disposal, the incremental net cost increases or net cost savings (giving account to the value from the sale of the Recyclable Material, Yard Waste Materials) resulting from such Disposal, and any additional information supporting the Contractor's request.

#### C. Approved Landfill

Below is information about the City Approved Landfill:

Facility Name:	Butler County Landfill
Owner:	Waste Connections, Inc
Operator:	Waste Connections, Inc
Address:	3588 R Road, David City, NE 68632
Contact Person:	Kelly Danielson
Telephone Number:	402-367-4669
Allocation Method:	Sarpy County Transfer Station

#### D. Recyclables Processing Facility

Below is information about the Approved Recyclables Processing Facility:

Facility Name:	Firststar Recycling
Owner:	Firststar Recycling

Operator: Firststar Recycling  
Address: 10330 I St., Omaha, NE 68127  
Contact Person: Dale Gubbels  
Telephone Number: 402-894-0003  
Allocation Method: Direct Haul

#### E. Yard Waste Processing Facility

Below is information about the Approved Yard Waste Facility:

Facility Name: Soil Dynamics  
Owner: Soil Dynamics  
Operator: Soil Dynamics  
Address: 16494 292<sup>nd</sup> St., Ashland, NE 68003  
Contact Person: Andy Harpenau  
Telephone Number: 402-660-2999  
Allocation Method: Sarpy County Transfer Station

#### F. Waste Processing (Composting) Standards

The following Processing standards shall be met by the Approved Composting Facility:

- a) Pre-processing activities shall include, at a minimum, the inspection for and removal of Hazardous Waste and removal of plastic bags which Commercial Customers used to store Yard Waste Materials.
- b) Composting shall be accomplished by the use of recognized Composting methods, which have been demonstrated to be able to consistently produce stable, mature Compost Product that is suitable for general purpose use, similar to the U.S. Composting Council's Class 1 rating.
- c) Post-composting processing activities shall include screening to remove plastics and other contaminants from the Compost Product.
- d) All Yard Waste Materials shall be Processed and marketed for use as Compost, mulch, or soil amendment and none shall be Disposed, used as Alternative Daily Cover or Alternative Intermediate Cover, or used for Beneficial Reuse purposes.

#### G. Managing the City of Bellevue's yard and wood waste

Optional: The City welcomes an opportunity to enter into a Public/Private Partnership (P3) with the Contractor to site a Materials Recovery Facility (MRF) at 8902 Cedar Island Road, Bellevue, NE 68147. A waste facility that is located in close proximity to Bellevue's city center will have a myriad of positive outcomes for the City, its residents and business owners. Any Partnership and final plan will be subject to all local and state required approvals.

## 1. Land

10+/- acres of land located at 8902 Cedar Island Road, shall be leased by the City to a new entity known as Bellevue Recycling Co, Inc. (BRC) for a price of \$1/year. Lease shall initially be a 30 year term with five (5) ten (10) year options and is transferable with the permission of both parties. Construction will include the following:

- a. Scale and scale house.
- b. 3 bay hoop transfer building
- c. Mulch and compost retail bins
- d. 2 acres of concrete
- e. Material loading dock
- f. Plumbing, electrical

A workshop for vehicle and equipment maintenance can be constructed. Areas around the facility will be allocated to the storage of reclaimed soils, wood products, compost, construction and demolition along with other materials and processes that are recyclable in nature including but not limited to e-waste, glass and waste to energy.

## 2. Conditions

The City will oversee all zoning and local permitting requirements. In return, BRC will enter into a cost stability revenue agreement which includes the following:

- a. Price/ton stipend on all grass, leaves and wood waste received from the City hauler.
- b. 20 hours of free grinding of normal City tree waste (parks and streets departments).

BRC will operate the facility in compliance with NDEQ environmental and permitting regulations and will ensure odors will be a non-issue to outside receptors. Best Management Practices (BMPs) and an Odor Impact Management Plan (OIMP) will be submitted to the City for approval and reassurance. Green wastes will be transferred as needed to a permitted composting facility for processing. All yard waste loads will be weighed and tracked per city reporting requirements. Contractor will be paid by ton from the City at a rate determined, not to exceed Maximum Rates provided in this Agreement. Contractor will have a full-time employee managing the site. Wood and yard waste being delivered by individuals and outside companies (landscapers, tree companies, construction companies, etc.) will be encouraged and the contractor will charge a fee for drop offs. The contractor will have the ability to utilize the site for retail and bulk product sales, along with other types of approved recycling activities. Tip fees and product pricing will be at the contractor's discretion. Incoming yard waste collected curbside by neighboring municipalities that wish to utilize the facility will be subject to a per ton stipend paid to the City, per this Partnership. Outlined in the Partnership will be Bellevue wood waste processing cost per hour, Bellevue yard waste transfer cost per ton, and

stiped amount for neighboring municipality wastes.

#### H. Affiliate/Subcontractor Insurance, Indemnifications and Performance Standards

If Contractor uses an Affiliate Subcontractor to provide Transfer, Processing, and/or Composting services, or enters into any contract, agreement or understanding with a party for services related to Recyclable Materials Processing and marketing, Yard Waste Materials Processing, Composting, and marketing, or Transfer Station services, Contractor shall provide that terms and conditions (such as insurance requirements, indemnifications, and Processing, Composting, marketing performance, and residue guarantees) of any contract, agreement, or other understanding Contractor has with such party can be enforced by the City as an additional insured or third party beneficiary thereof in the same manner provided in Article 9 and in a manner reasonably satisfactory to City.

If Contractor, an Affiliate, or Subcontractor owns or operates the Approved Recyclable Materials Processing Facility, or Approved Composting Facility, Contractor shall include City as an additional insured on liability policies and defend and indemnify City, and provide that any materials recovery and marketing performance standards or guarantees made to any other facility customers are made to City as well, including obligations such as recovered product and Compost Product quality guarantees and limits on the residue level.

Contractor shall demonstrate compliance with the requirements of this paragraph on or before the Commencement Date of this Agreement.

#### I. Affiliate/Subcontractor Compliance with Applicable Law

Contractor (or its Affiliate or Subcontractor(s)) warrants throughout the Term that the Approved Facilities (excluding the Approved Transfer Facility) selected by Contractor are respectively authorized and permitted to accept Recyclable Materials, Yard Waste Materials in accordance with Applicable Law and is in full compliance with Applicable Law.

#### J. Weighing and Record Requirements

Contractor shall ensure that all Solid Waste, Recyclable Materials, Yard Waste are weighed upon delivery to the Approved Facilities, and all weight and related delivery information (including date, time, material type, route and truck number) (“Delivery Data”) is recorded. If vehicle receiving and unloading operations are recorded on video cameras at any Approved Facility, Contractor shall make, or shall use its best efforts to arrange with the facility operator if other than Contractor to make, those videos available for City review during the facility’s operating hours, upon request of the City.

#### 4.6 Public Outreach Efforts

The public outreach activities included in the scope of services provided by Contractor under this Agreement are described in Exhibit A. Outreach activities collectively include leading development and production of a range of types of print material, maintaining a website and social media presence, and public meetings and tours. Contractor’s outreach strategy shall focus on improving Customer understanding of the benefits of and opportunities for source reduction, reuse,

Recycling, and Composting and will provide a comprehensive, waste-focused education and engagement program that will educate all residents not only on curbside recycling, waste contamination issues, but with a specific focus on the process for proper recycling and Yard Waste management to support the City's diversion goals.

In general, Contractor-provided outreach should:

- A. Educate via customized, localized and actionable recycling and waste diversion education informing residents how and what to divert from landfills,
- A. Maintain accessibility via multi-channel outreach across a variety of channels including social, local, digital, mobile, and direct mail reaching residents where, when, and how they want to be reached.
- B. Utilize data and technology if available/when appropriate for mapping of resident participation to inform on-going strategy and tactics for resident engagement and education,
- C. Provide reporting and analysis on program performance to measure success of the program and optimization over time,
- D. Inform Customers about the services that are provided under this Agreement with specific focus on describing the methods and benefits of source reduction, reuse, Recycling, and Composting;
- E. Instruct Customers on the proper method for placing materials in Carts for Collection and setting Carts out for Collection with specific focus on minimizing contamination of Recyclables and Yard Waste; and,
- F. Clearly define Excluded Waste and inform Customers of the hazards of such materials and the opportunities and methods for its proper handling.

Contractor, and its Subcontractors, shall cooperate and coordinate with the City Contract Manager or their designee regarding outreach activities to minimize duplicative, inconsistent, or inappropriately timed outreach campaigns. Contractor is aware that the City conducts ongoing education regarding a variety of solid waste and related programs.

Contractor shall allow the City Contract Manager a minimum of five (5) Business Days to review, request modifications to, and approve the content for all outreach materials including, but not limited to: print, radio, television, or internet media before publication, distribution, and/or release. City may request inclusion of specific City information on print and electronic outreach materials, provided, however, inclusion of such material shall be at the Contractor's discretion.

The Contractor shall maintain an annual budget of 0.5% (one half of one percent) of the total annual contract value for graphic design, printing, advertising placements, mailing and door-to-door distributions of public outreach materials. Contractor staff shall lead development (writing, graphic design), including working with graphic designers, translators and other outreach support services as designated by the City. City staff shall review drafts and facilitate printing using the City's contractor.

Contractor shall provide City prior right of review and approval for Contractor's proposed inclusion of the City name or City staff contact information on print materials or in electronic media.

Contractor shall provide City notice by phone and email no less than one (1) Business Day prior to releasing any information to the media regarding the Agreement or the services provided under it.

As part of the Contractor's third quarterly report (required by Section 6.2 of this Agreement) for the Rate Period, Contractor shall work collaboratively with City to submit an Annual Plan outlining its public outreach efforts for the coming Rate Period. For each service audience, the plan shall list each public outreach piece (e.g., newsletters, bill inserts, flyers, newspaper advertisements, etc.) to be prepared, the purpose of the piece, the key subject(s) to be covered, and the anticipated date of issuance. In addition, the plan shall list all events the Contractor plans to attend and the public outreach it intends to provide at such event. The City shall review and approve the Annual Plan. It is recognized that changing conditions exist and that plan elements may need to be modified, such as add or delete public events and alter the manner and timing of outreach. In addition, Contractor is responsible for producing a Quarterly Schedule of outreach activities two weeks in advance of each quarter for City review, comment and approval.

#### **4.7 Customer Service Program**

##### **A. Program Requirements**

###### **1. Availability of Customer Service Representatives**

A representative of the Contractor who is knowledgeable of the service area, services, and Rates shall be available from 8 a.m. to 5 p.m. Monday through Friday to communicate with the public in person and by telephone. Contractor shall maintain a toll-free telephone number that it shall publicize. Contractor shall also maintain an after-hours telephone number allowing twenty-four (24)-hours-per-day access to Contractor management by City Contract Manager in the event of an emergency involving Contractor's equipment or services including, but not necessarily limited to, fires, blocked access, or property damage.

###### **2. Telephone**

Contractor shall maintain a telephone system in operation from 8 a.m. to 5 p.m. and shall have sufficient equipment in place and staff available to handle the volume of calls experienced on the busiest days and such telephone equipment shall be capable of recording the responsiveness to calls. Contractor shall provide a dedicated phone number for use by City Customers. Recording of Contractor's responsiveness to calls shall include, at a minimum, all items included in the "Service Quality and Reliability" and "Customer Service" performance standards listed in Exhibit D. An answering machine or voicemail service shall record Customer calls and voice messages between 5:00 p.m. and 8:00 a.m.

###### **3. Website**

Contractor shall develop and maintain a website (or webpage) that is specifically dedicated to the

City to provide customers with detailed service information, Rates, and Frequently Asked Questions. The website or webpage shall be accessible by the public. In addition, Contractor's website shall include all public outreach materials described in Exhibit A and provide the public the ability to e-mail Contractor questions, service requests, or complaints. Contractor shall update the website (or webpage) regularly so that information provided is current.

#### 4. Training

All Persons involved in providing Customer service and/or billing support to Customers shall be well educated on and knowledgeable of all aspects of the City's Collection services, Rates, and other relevant information.

#### B. Service Requests, Compliments, Complaints

Contractor shall maintain a minimum of one (1) dedicated Customer Service Representative (CSR) at all times to service Customers. Call center shall be within a fifty (50) mile radius of the City. Contractor shall be responsible for the prompt and courteous attention to, and prompt and reasonable response too, all Customer service requests and complaints. Contractor shall record in a separate log, approved as to form by City Contract Manager, all complaints, noting the name and address of complainant, date and time of complaint, nature of complaint, and nature and date of resolution. The Contractor shall retain this complaint log for the Term. Upon request by the City Contract Manager, Contractor shall compile and submit a summary statistical table of the complaint log.

Contractor shall respond to all complaints received within twenty-four (24) hours, weekends and Holidays excluded. In particular, if a complaint involves a failure to Collect Solid Waste, Recyclable Materials or Yard Waste Materials from a Premises in the City, Contractor shall Collect the material in question within twenty-four (24) hours of receipt of the Complaint, provided that Generator has properly placed materials for Collection.

Contractor shall ensure its call center has sufficient technical and staffing capability to process the increased volume of calls that will occur prior to and subsequent to the Commencement Date, and during the start-up or expansion of services.

For a minimum of sixty (60) days prior to and sixty (60) days subsequent to the Commencement Date, Contractor shall ensure availability of such additional CSR's to address the volume of calls promptly and efficiently. Such CSRs shall be fully trained to provide accurate information consistent with the services to be provided under the terms of the Agreement.

Customer service performance standards and penalties are specified in Exhibit D.

#### C. Customer Satisfaction Assessment

Contractor shall conduct a statistically reliable quantitative and qualitative residential customer satisfaction survey on a bi-annual basis during odd-numbered years. The results of the survey shall be reported to the City within 60 days after the surveys have been completed. The design of the survey shall be to the satisfaction of the City and shall be limited to Internet-based survey tools. Contractor's survey report is due no later than December 15 of odd-numbered years. The Contractor's annual report to the City as outlined in Section 6.2 of this Agreement, shall include a

summary of the survey results, a description of service improvement goals for the next year as identified by the City based on the survey findings, identification of tasks required of Contractor during the next year to accomplish the service improvement goals, and a report of the Contractor's accomplishments for the last years' service improvement goals.

#### **4.8 Performance Reviews and Route Audits**

##### **A. Performance Reviews**

Performance and service quality reviews may be conducted or caused to be conducted by the City at its discretion throughout the Term and any extensions. Such reviews may be conducted from time to time during the term of this Agreement. Such review or audit may include, but shall not be limited to, analyses of both financial and qualitative performance of Contractor and Contractor's operations. If any noncompliance with the Agreement is found, the City may direct the Contractor to correct the inadequacies in accordance with the terms of this Agreement. Contractor shall cooperate fully with City in conducting such evaluations and audits.

##### **B. Route Audits**

City may conduct or require that Contractor conduct a route audit for any of, or each of Contractor's Collection routes by type of material Collected. The period in which the audit is conducted shall be set by City. City reserves the right to determine which routes will be audited in a particular week and, if City exercises this right, shall notify Contractor of the routes not less than ninety-six (96) hours in advance. The route audits may at City direction include any of the following information for each Collection route:

1. The route number, the date of the audit, and the starting and ending times of Collection during the audit.
2. A description of the route location, including the names of the streets covered.
3. The number of Service Recipients by category on the route.
4. The number of Service Recipients by category participating on the date of the audit and the number and type (e.g., Solid Waste, Recyclables, and Yard Waste) of pickups in each Service Recipient category.
5. For Collection routes, the number of Service Recipients by category which set out overages and the total number of overages Collected.
6. For the Recyclables and Yard Waste Collection routes, the number of Carts distributed by Residential Unit type.
7. The number of Collection vehicles used on the route by vehicle type, the weight of each vehicle, the capacity of each vehicle by weight and volume, and the number of trips made by each vehicle to Approved Facilities.
8. The tonnages or volumes by type of material Collected per vehicle trip.
9. A description of any changes in the route occurring since the immediately preceding route audit, including changes in the location of the route, the number of Customers, equipment

used, and Collection methods employed.

10. The name(s), telephone number(s) and signature(s) of the persons performing each route audit.
11. The City reserves the right to request any additional data it, in its sole discretion, deems necessary to evaluate the effectiveness of Contractor's operations. Costs of route audits, if any, shall be borne by Contractor.

#### **4.9 Web-Based Access to Information**

##### **A. Customer Access**

Contractor shall establish a web-based system that posts information described in Section 4.8 and contains current notifications regarding service impacts or changes, such as storm events, holidays, etc.

### **Article 5. Standard of Performance**

#### **5.1 General**

Contractor shall at all times comply with Applicable Laws and provide services in a manner that is safe to the public and the Contractor's employees. Except to the extent that a higher performance standard is specified in this Agreement, Contractor shall perform services in accordance with Solid Waste, Recyclable Materials, Yard Waste management practices common to Nebraska.

#### **5.2 Operating Hours and Schedules**

##### **A. Hours of Collection**

Unless otherwise authorized by the City Contract Manager, Contractor's days and hours for Collection operations from residential premises shall only occur between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday.

##### **B. Holiday Collection Schedule**

Contractor, at its sole discretion, may choose not to provide Collection services on a Holiday. In such event, Contractor shall provide Collection services on the day following the Holiday thereby adjusting subsequent work that week; however, Customer service days shall be returned to the normal schedule within one (1) week of the Holiday. The Contractor shall provide Customers notice of Holiday-related changes in Collection schedules at least two (2) weeks prior to the change, via press-release.

##### Holidays

New Years' Day	Independence Day
Thanksgiving Day	Memorial Day
Labor Day	Christmas Day

### C. Inclement Weather

Contractor, at its sole discretion, may choose not to provide Collection services during inclement weather conditions. In such event, Contractor shall provide Collection services on the day following the event thereby adjusting subsequent work that week; however, Customer service days shall be returned to the normal schedule within one (1) week of the event. The Contractor shall provide the City Contract Manager notice of Inclement Weather changes in Collection schedules at least 12 hours prior to the change.

## 5.3 Collection Standards

### A. Servicing Carts

Contractor shall pick up and return each cart to the location where the customer properly placed the cart for Collection. Contractor shall place the carts upright.

### B. Litter Abatement

Contractor shall use due care to prevent spills or leaks of material placed for Collection and fluids while providing services under this Agreement. If any materials are spilled or leaked during Collection and Transportation, the Contractor shall clean up all spills or leaks before leaving the site of the spill.

Contractor shall not transfer loads from one vehicle to another on any public street, unless it is necessary to do so because of mechanical failure, hot load (combustion of material in the truck), or accidental damage to a vehicle.

### C. Clean-Up

During the Collection and Transportation process, the Contractor shall clean up litter in the immediate vicinity of any cart. The Contractor shall discuss instances of repeated spillage not caused by it directly with the Generator responsible and will report such instances to City. City will attempt to rectify such situations with the Generator if Contractor has already attempted to do so without success.

### D. Damage to Property

Any property, including, but not limited to, the existing structures, equipment, piping, pipe covering, grounds, sidewalks, curbs, gutters, driveways, fences, etc., damaged by the Contractor or its Subcontractor during the course of its work as a result of Contractor's (including its employees and agents) negligence shall be replaced or repaired by the Contractor in a manner satisfactory to the City, within a reasonable amount of time, and at the Contractor's expense.

### E. Route Changes

Contractor shall provide City with route information and maps of the Single-Family Collection routes in sufficient detail that allows the City to plan its street sweeping routes 30 days prior to contract commencement. Route maps shall be provided in Adobe Acrobat PDF format or other format agreed upon by the City Contract Manager. Contractor shall meet and confer with the City Contract Manager to amend the route schedule, and Contractor shall not modify scheduled

Collection routes or scheduled Collection days without prior written notification to and approval of City.

#### **5.4 Vehicle Requirements**

Contractor shall provide new automated side-load Collection vehicles sufficient in number and capacity to efficiently perform the work required by the Agreement in strict accordance with its terms. Contractor shall have available sufficient back-up vehicles for each type of Collection vehicle used to respond to scheduled and unscheduled maintenance, service requests, complaints, and emergencies. All such vehicles shall have watertight bodies designed to prevent leakage, spillage, or overflow. All such vehicles shall meet U.S. EPA 2007/2010 Heavy-Duty Engine and Vehicle Standards and Highway Diesel Fuel Sulfur Control Requirements for 2010, regardless of the actual model year of Contractor's vehicles, and generally comply with all Federal, State, and local laws and regulations.

Vehicles shall be operated in compliance with all applicable safety and local ordinances. Contractor shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by State or local weight restrictions on vehicles. Collection vehicles shall present a clean appearance while providing service under this Agreement. Collection vehicles shall be thoroughly washed and steam cleaned on a regular basis so as to present a clean appearance. Contractor shall make vehicles available to the City for inspection, at any reasonable frequency it requests.

Vehicles shall be tare weighted as provided in Section 4.5.3.

Contractor's name, vehicle number, and local telephone number shall be displayed on all vehicles in at least four (4)-inch characters and shall be highly visible in contrasting color.

Contractor shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles that are not operating properly shall be taken out of service until they are repaired and operate properly. Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and operable condition. City Contract Manager may inspect vehicles at any reasonable time, and within three (3) calendar days of such a request, to determine compliance with sanitation requirements.

Contractor shall furnish the City a written inventory of all vehicles, including Collection vehicles, used in providing service, and shall update the inventory annually. The inventory shall list all vehicles by manufacturer, identification number, date of acquisition, type, capacity, useful life, and decibel rating.

#### **5.5 Container Requirements**

##### **A. General**

Contractor shall provide Customers with carts as requested by the Customer to meet its desired Service Level as provided in Section 4.1. All Contractor-provided Carts shall be new as of the Commencement Date and shall be designed and constructed to be watertight and prevent the leakage of liquids. Contractor shall purchase Cart(s) with a useful life of ten (10) years or more and shall depreciate the Carts over a ten-year (10-year) period. New Cart purchases shall comply

with the requirements of Sections 5.5.B and C.

Cart sizes and their availability shall conform to the requirements of Sections 4.1, 4.2 and 4.3.

#### B. Repair and Replacement of Carts; Inventory

Contractor shall be responsible for repairing or replacing Carts when Contractor determines the Cart is no longer suitable for service; or when the City or Customer requests replacement of Customer's Cart that does not properly function, leaks, is damaged, or is otherwise not fit for service. Contractor shall be responsible for acquiring the replacement Carts. Contractor shall maintain a sufficient inventory of Carts to accommodate new Customer requests for service, requests for change in Service Levels (size, type, or number of Carts) from current Customers, and requests for replacement due to damage. All such Carts shall be provided within one (1) week of request.

Contractor shall repair or replace all damaged or broken Carts within a one (1) week period. If the repair or replacement cannot be completed within a week, the Customer shall be notified by Contractor and a larger Cart shall be made available until the proper Cart can be replaced.

#### C. City Ownership of Containers at End of Term

Upon expiration or early termination of Agreement, all Carts purchased and put into service at Customers' Premises during the Term of the Agreement shall become property of the City at no cost to the City if such Containers are fully depreciated. All Carts purchased and put into service at Customers' Premises during the Term of the Agreement that have not been fully depreciated shall be available to the City, at the City's option, at a cost reflecting the net book value.

At its sole discretion, the City may elect not to exercise its rights with regards to this Section and, in such case, the Containers shall remain the property of the Contractor upon the expiration date of this Agreement or date of its earlier termination of this Agreement. In such case, Contractor shall be responsible for outstanding depreciation, and for removing at its own cost all Containers in service from premises within fifteen (15) Business Days of the expiration date or early termination date of this Agreement in full cooperation and coordination with the City's then-current franchised collector.

#### D. New Cart Standards

Contractor shall provide new Carts for storage and Collection of Solid Waste, Recyclable Materials, Yard Waste, which shall be designed and constructed to be watertight and prevent the leakage of liquids.

When purchasing plastic Collection Carts, Contractor shall purchase Carts that contain a minimum of 30% post-consumer recycled plastic content. All such Carts shall be 100% recyclable.

All new Carts shall be manufactured by injection or rotational molding methods and shall meet the Cart design, color, and performance requirements provided in Attachment H. Contractor shall obtain the City's written approval of Cart specifications before acquisition. Carts provided to Customers shall have a useful life of ten (10) or more years or more as evidenced by a manufacturer's warranty or other documentation acceptable to the City.

Contractor shall differentiate Solid Waste Carts, Recyclable Materials Carts, and Yard Waste Carts from each other by: (i) providing Carts of different colors, or (ii) adhering clearly-visible labels to each Cart identifying the allowable material type. The second option is not acceptable for Carts purchased at the Commencement of the Agreement and during the Term; any new Carts shall have bodies in colors that differentiate the different material types to be Collected and such colors shall be approved by the City.

#### E. Cart Labeling

On each Cart, Contractor shall label with paint, adhesive label, or white, hot-stamped lettering, the type of materials (e.g., Solid Waste, Recyclable Materials, or Yard Waste) to be placed in the Cart for Collection. The labeling shall be positioned on each Cart so it is visible to the Customer at all times. Labeling will also include universal language pictograms aimed to assist non-English speaking residents and mitigate contamination of incorrect materials in Cart.

All Carts shall display the Contractor's name, local telephone number, and some identifying inventory or serial number.

Cart labels shall be approved by the City.

#### F. Maintenance, Cleaning, Painting

All Carts shall be maintained in a safe, serviceable, and functional condition and present a clean appearance. Contractor shall repair or replace all Carts damaged by Collection operations, unless damage is caused by Customer's negligence or willful misconduct, in which case, the Customer will be billed for repair or replacement of Cart. All Carts shall be maintained in a functional condition.

Customers shall be responsible for damage to carts resulting from their own negligence.

Contractor shall remove graffiti from Carts within forty-eight (48) hours of identification by Contractor or notice by City or Customer if such graffiti includes any written or pictorial obscenities and otherwise within five (5) Business Days.

At the City's request, Contractor shall provide City with a list of Carts and the date each Container was replaced and/or maintained.

### 5.6 Personnel

#### A. General

Contractor shall furnish such qualified personnel as may be necessary to provide the services required by this Agreement in a safe and efficient manner. Contractor shall designate at least one (1) qualified employee as City's primary point of contact with Contractor who is principally responsible for Collection operations and resolution of service requests and complaints who shall be available telephonically at all times Transfer and Disposal operations are taking place. Contractor shall use its commercially reasonable efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Contractor shall not permit its employees to accept, demand, or solicit, directly or indirectly, any additional compensation, or gratuity from members of the public.

## B. Driver Qualifications

All drivers must have in effect a valid commercial license of the appropriate class. . Contractor shall monitor its drivers for safety using a video recording system.

## C. Safety Training

Contractor shall provide suitable operational and safety training for all of its employees who operate Collection vehicles or equipment. Contractor shall train its employees involved in Collection to identify, and not to collect, Excluded Waste. Upon the City Contract Manager's request, Contractor shall provide a copy of its safety policy and safety training program, the name of its safety officer, and the frequency of its trainings.

## D. Provision of Field Supervision

Contractor shall at all times maintain field supervisors who shall devote at least fifty percent (50%) of their time in direct monitoring of Collection operations, including responding to complaints.

## E. Identification

All representatives of the Contractor shall display and/or provide proper identification or documentation exhibiting their association with the Contractor while operating in the field.

## F. Subcontractor Obligations

Subcontractors shall be required to comply with the obligations stated in this Section 5.6.

## **5.7 Hazardous Waste Inspection and Handling**

### A. Inspection Program and Training

Contractor shall develop a load inspection program that includes the following components:

1. personnel and training;
2. load checking activities;
3. management of wastes; and,
4. record keeping and emergency procedures.

Contractor's load checking personnel, including its Collection vehicle drivers, shall be trained in:

1. the effects of Hazardous Substances on human health and the environment;
2. identification of prohibited materials; and,
3. emergency notification and response procedures.

### B. Response to Excluded Waste Identified During Collection

Collection vehicle drivers shall inspect Containers before Collection when practical. If Contractor determines that material placed in any Cart or Container for Collection is Excluded Waste or presents a hazard to Contractor's employees, the Contractor shall have the right to refuse to accept such material. The Generator shall be contacted by the Contractor and directed to arrange proper

Disposal. If the Generator cannot be reached immediately, the Contractor shall, before leaving the Premises, leave a tag at least two (2) inches by six (6) inches in size, which indicates the reason for refusing to Collect the material and lists the phone number of a facility that accepts the Excluded Waste or a phone number of an entity that can provide information on proper Disposal of the Excluded Waste. Under no circumstances shall Contractor's employees knowingly Collect Excluded Waste or remove unsafe or poorly containerized Excluded Waste from a Collection Container. Prior to Commencement of this Agreement, the tag that will be used to notice Customers of reason for non-Collection shall be reviewed and approved by the City Contract Manager.

If Excluded Waste is found in a Collection Container or Collection area that could possibly result in imminent danger to people or property, the Contractor shall immediately notify the Fire Department.

#### C. Response to Excluded Waste Identified At Disposal or Processing Facility

Materials Collected by Contractor will be delivered to the Approved Facilities for purposes of Processing or Disposal. In the event that load checkers and/or equipment operators at such facility identify Excluded Waste in the loads delivered by Contractor, such personnel shall remove these materials for storage in approved, on-site, Excluded Waste storage Container(s). Contractor shall arrange for removal of the Excluded Wastes at its cost by permitted haulers in accordance with Applicable Laws and regulatory requirements. The Contractor may at its sole expense attempt to identify and recover the cost of Disposal from the Generator. The cost of this effort, as well as the cost of Disposal shall be chargeable to the Generator.

#### 5.8 City Contract Manager

City has designated staff, the City Contract Manager, to be responsible for the monitoring and administration of this Agreement. Contractor shall meet and confer with the City Contract Manager to resolve differences of interpretation and implement and execute the requirements of this Agreement in an efficient, effective, manner that is consistent with the stated objectives of this Agreement.

From time to time the City Contract Manager may designate other agents of City to work with Contractor on specific matters. In such cases, those individuals should be considered designates of the City Contract Manager for those matters to which they have been engaged. Such designates shall be afforded all of the rights and access granted thereto.

City Contract Manager or their designate shall have the right to observe and review Contractor operations and Processing Facilities and enter Premises for the purposes of such observation and review, including review of Contractor's records, during reasonable hours with reasonable notice. In no event shall Contractor prevent access to such Premises for a period of more than three (3) calendar days after receiving such a request.

#### 5.9 Cooperation with City, County

The Contractor shall, with no added compensation, cooperate with the City, its agent, and/or Sarpy County and/or its agent if the City or County seek to collect data, perform field work, and/or evaluate and monitor Diversion program results through characterization of Solid Waste, including

providing reasonably requested data, allowing visits to Approved Facilities, and allowing use of Contractor-designated areas of Approved Facilities as needed to perform Solid Waste characterizations.

## **Article 6. Record Keeping and Reporting**

### **6.1 Record Keeping and Audit of Records**

Contractor shall maintain accounting, statistical, operational, and other records related to its performance as necessary to demonstrate compliance with this Agreement. The Contractor shall maintain complete financial statements and accounting records for operations under this Agreement. Contractor shall account for revenues received and expenses incurred as a result of this Agreement separately from the accounting for other operations performed by Contractor or its Affiliates. The Gross Receipts derived from the Collection Services under this Agreement, whether such services are performed by the Contractor, by an Affiliate, or by a Subcontractor, shall be recorded as revenues in the accounts of the Contractor.

Upon demand, the Contractor shall permit the City Contract Manager to examine and audit the books of Contractor directly pertaining to the Services at any and all reasonable times for the purpose of verifying Contractor's performance under this Agreement.

Upon request, the Contractor shall allow the City Contract Manager to examine the reports of Gross Receipts and the invoices pertaining to any fee or charge approved by the City Council for Services provided under this Agreement. Such request shall be made in writing and at reasonable times and with reasonable notice. Any and all such records reviewed by the City shall be held in the strictest of confidence by the City. Notwithstanding anything contained herein to the contrary, the City shall have no right to audit, review, and or inspect Contractor's confidential, proprietary, or privileged information, as determined in Contractor's sole and absolute discretion, and the City shall have no right to any information regarding services provided by Contractor and/or its Affiliates in any other jurisdiction outside of the City.

In the event that an extraordinary Rate adjustment pursuant to Section 8.3 is approved, such records shall be subject to review in accordance with appropriate professional standards, and inspection, for the primary purpose of reviewing changes in costs to the Contractor attributable to the extraordinary Rate adjustment request, at any reasonable time by an independent third party. The selection of the independent third party as well as the scope of work for such review shall be approved in advance by the City Contract Manager. The independent reviewer shall provide any and all drafts of its review to the City and the Contractor. The Party requesting the extraordinary Rate adjustment review shall bear the cost of the review.

Unless otherwise required in this Article, Contractor shall retain all records and data required to be maintained by this Agreement for the Term of this Agreement plus three (3) years after its expiration or earlier termination. Records and data shall be in chronological and organized form and readily and easily interpreted. Upon request, any such records shall be retrieved in a timely manner by Contractor and made available to the City Contract Manager. Contractor shall maintain adequate record security to preserve records from events that can be reasonably anticipated such as a fire, theft, and an earthquake. Electronically-maintained data and records shall be protected and backed-up.

City views its ability to defend itself against Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), and related litigation as a matter of great importance. For this reason, City regards its ability to prove where Collected Solid Waste is taken for transfer or Disposal. Contractor shall maintain records which can establish where Solid Waste Collected was Delivered to an Approved Facility with the intent of Disposal. This provision shall survive the expiration or earlier termination of this Agreement. Contractor shall maintain these records for a minimum of ten (10) years beyond expiration or earlier termination of the Agreement. Contractor shall provide these records to City (upon written request) in an organized and indexed manner rather than destroying or Disposing of them.

## **6.2 Report Submittal Requirements**

Contractor shall submit monthly and quarterly reports within thirty (30) calendar days after the end of the calendar month or quarter, as applicable. Contractor shall submit annual reports no later than forty-five (45) calendar days after the end of each calendar year. Monthly, quarterly, and annual reports shall, at a minimum, include all data and information as described in Exhibit B, and shall be provided in Word and Excel.

Contractor may propose report formats that are responsive to the objectives and audiences for each report. The format of each report shall be approved by the City Contract Manager and such approval shall not be unreasonably withheld. City Contract Manager may, from time to time during the Term, review and request changes to Contractor's report formats and content and Contractor shall not unreasonably deny such requests.

Contractor shall submit (via mail and e-mail) all reports to the City Contract Manager.

City reserves the right to require Contractor to provide additional reports or documents as City Contract Manager reasonably determines to be required for the administration of this Agreement or compliance with Applicable Law.

## **6.3 Performance Monitoring Meetings**

City and Contractor shall meet no less than quarterly to discuss reports and compliance with the Agreement. Quarterly meetings shall be held within two weeks following submittal of each quarterly report or at such time as City otherwise specifies. Nothing in this Section 6.3 or in Exhibit B relieves Contractor of the responsibility to promptly request a meeting if necessary to ensure its ability to comply with any of the requirements specified in this Exhibit B.

City and Contractor shall meet twice per year to assess performance and compliance with the following service quality goals, on or before February 28<sup>th</sup> (for the immediate previous calendar year) and August 31<sup>st</sup> (for the immediately previous July 1st through June 30<sup>th</sup>).

- A. Completion of all outreach activities by the identified dates as specified in Section 4.6, Exhibit A, or as contained in Contractor plans developed with relation to the Agreement requirements contained in Section 4.6 and Exhibit A.

## **Article 7. Franchise Fees and Other Fees**

### **7.1 Franchise Fee; Other Fees**

### **7.2 Adjustment to Fees**

The City may set other fees or adjust the fees established in this Article from time to time during the Term of this Agreement and such adjustments shall be included in the adjustment of Maximum Rates as described in Exhibit D.

## **Article 8. Contractor's Compensation and Rate Setting**

### **8.1 General**

The Contractor's Compensation for performance of all its obligations under this Agreement shall be set at the Maximum Rates approved by the City. Contractor's Compensation provided for in this Article shall be the full, entire and complete compensation due to Contractor pursuant to this Agreement for all labor, equipment, materials and supplies, Processing and Disposal fees, fees due to City, taxes, insurance, bonds, overhead, operations, profit, and all other things necessary to perform all the services required by this Agreement in the manner and at the times prescribed. Nothing herein shall obligate City to provide any compensation to Contractor beyond the Maximum Rates approved by the City.

If Contractor's actual costs, including fees due to City, are more than the Maximum Rates approved by the City, Contractor shall not be compensated for the difference in actual costs and actual the Maximum Rates approved by the City. If Contractor's actual costs are less than the actual the Maximum Rates approved by the City, Contractor shall retain the difference provided that Contractor has paid City fees pursuant to Article 7.

Under this Agreement, Contractor shall have the right and obligation to charge and collect from the City, Rates that shall not exceed the Maximum Rates in Exhibit L that are approved by the City for provision of services to Customers. The Maximum Rates for Rate Period One are based on the Contractor's Proposal. Contractor's proposed costs and operating assumptions for Rate Period One are presented in Exhibit N.

The Contractor or its Subcontractor(s) that operates the Approved Facilities shall retain revenues received for the sale of Recyclable Materials including any applicable value revenues, and Yard Waste. Such revenues have been considered in the establishment of Maximum Rates for services provided under this Agreement.

Contractor shall comply with recordkeeping and reporting requirements of Article 6 and Exhibit B.

### **8.2 Rates and Annual Adjustments**

#### **A. General**

The City shall be responsible for approving Maximum Rates as described in this Article. A Maximum Rate has been established for each individual Service Level and the initial Rates for Rate Periods One, Two, and Three are presented in Exhibit L, Maximum Rate Schedule {Note: Exhibit to be inserted}. Contractor may, in its sole discretion, charge the City any amount up to

and including the Maximum Rate approved by the City, but in no case exceeding the Maximum Rate. The comparability of Service Levels and related Rates shall be considered separately for Solid Waste, Recyclable Materials, and Yard Waste Materials.

If at any time during the Term of the Agreement, the Contractor determines the need for a Maximum Rate that does not appear on the City-approved Maximum Rate schedule in Exhibit L, Contractor shall immediately notify the City and request establishment of such Maximum Rate. For example, if a Customer requires Collection of Yard Waste Materials in a fifteen (15) cubic yard Compactor five (5) times per week and the City-approved Maximum Rate schedule does not include this level of service, the Contractor must request that the City approve a Maximum Rate for this level of service.

#### B. Rates for Periods One, Two, and Three

Maximum Rates for Rate Periods One, Two, and Three, which are presented in Exhibit L, were determined by Contractor and City and were approved by City resolution on or before the execution of the Agreement. The Maximum Rates for Rate Period One shall be effective from the Commencement Date of this Agreement through December 31, 2018. The Maximum Rates for Rate Period Two shall be effective from the January 1, 2019 of this Agreement through December 31, 2019. The Maximum Rates for Rate Period Three shall be effective from the January 1, 2020 of this Agreement through December 31, 2020.

#### C. Rates for Subsequent Rate Period

Rates for subsequent Rate Periods shall be adjusted annually in accordance with this Section 8.2 and Exhibit D. Rates for Rate Periods Five, Six, Seven, Nine and Ten, and, if the Term is extended, Rate Periods Eleven, Thirteen, and Fourteen shall will be adjusted in accordance with Exhibit C1, Index-Based Rate Adjustment Methodology. Rates for Rate Periods Four and Eight, and, if the Term is extended, Rate Period Twelve, shall will be adjusted in accordance with Exhibit C2, Cost-Based Rate Adjustment Methodology.

The index-based adjustment, which is described in Exhibit C1, involves applying the percentage change in the consumer price index and a fuel index to calculate adjusted Maximum Rates. Such Rate adjustment calculations shall be performed in strict conformance to the procedures described in Exhibit C1.

The cost-based adjustment, which is described in Exhibit C2, involves a review of Contractor's actual costs and projection of cost for the coming Rate Period. This cost-based Rate adjustment shall be performed instead of the index-based rate adjustment for Rate Periods Four and Eight and, if the term is extended, for Rate Period Twelve. Such Rate adjustment calculations shall be performed in strict conformance to the procedures described in Exhibit C2.

Any calculated adjustment to Rates exceeding five percent (5%) shall be subject to the approval of the City Council, who may either approve such adjustment or require that the scope and resultant cost of services be adjusted to allow a lesser Rate adjustment.

#### D. Rate Structure

The City and Contractor shall meet and confer to change the relationship of individual Rates in

comparison with other Rates. Any such changes would occur in conjunction with the annual Rate adjustment process described in Section 8.2.C or in conjunction with a Rate adjustment resulting from an extraordinary Rate adjustment in accordance with Section 8.3.

### **8.3 Extraordinary Rate Adjustments**

It is understood that the Contractor accepts the risk for changes in cost of providing services and the service levels requested by Customers and therefore the extraordinary adjustments to Maximum Rates shall be limited to a Change in Law or a City-directed change in scope. If a Change in Law or City-directed change in scope (pursuant to Section 3.7) occurs, the Contractor may petition City for an adjustment to the Maximum Rates in excess of the annual adjustment described in Section 8.2.

Contractor shall prepare an application for the extraordinary Rate adjustment calculating the net financial effect on its operations (both increases and decreases of costs and revenues) resulting from the Change in Law or City Directed Change in Scope (but not resulting from unrelated changes in costs and revenues), clearly identifying all assumptions related to such calculations and providing the underlying documentation supporting the assumptions. The application shall be prepared in compliance with the procedures described in Exhibit C2 and shall provide all information requested by City Contract Manager specific to the nature of the request being made. City Contract Manager shall evaluate the application for reasonableness. As part of that review, the City Contract Manager may request access to the financial statements and accounting records required to be maintained by the Contractor (pursuant to Article 6) in order to determine the reasonableness of the Contractor's application. Should the Contractor not grant such access, then the City may rely on the Contractor's Proposal and other information available to it as the basis for making reasonable assumptions regarding what those accounting and financial records would have shown and therefore the reasonableness of the Contractor's application. Contractor shall pay all reasonable costs incurred by the City, including the costs of outside accountants, attorneys, and/or consultants, in order to make a determination of the reasonableness of the requested Rate adjustment.

In the event of such an application for extraordinary Rate adjustment, it is understood that the City or Contractor, as the case may be, shall have the burden of demonstrating the reasonableness of the requested adjustment

The Contractor may appeal the decision of the City Contract Manager to the City Council, which shall then make the final determination as to whether an adjustment to the Maximum Rates will be made, and if a Rate adjustment is permitted, the amount of the Rate adjustment. With respect to an extraordinary Rate adjustment requested by the City Contract Manager, the City Council shall then make the final determination as to whether an adjustment to the Maximum Rates will be made, and if a Rate adjustment is permitted, the amount of the Rate adjustment.

## **Article 9. Indemnity, Insurance, Performance Bond, and Right to Perform Service**

### **9.1 Indemnification**

#### **A. General**

Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless (to the full

extent permitted by law) City and its officers, officials, employees, and agents from and against any and all claims, liability, loss, injuries, damage, expense, and costs (including without limitation costs and fees of litigation, including reasonable attorneys' and expert witness fees) (collectively, "Damages") of every nature to the extent arising out of or in connection with Contractor's performance under this Agreement, or its failure to comply with any of its obligations contained in the Agreement, except to the extent such loss or damage was caused by the negligence or willful misconduct of City, or City's breach of any of the terms or conditions hereof, or City's violation of any Applicable Law.

#### B. Excluded Waste

Contractor acknowledges that it is responsible for compliance during the entire Term of this Agreement with all Applicable Laws. Contractor shall not store, transport, use, or Dispose of any Excluded Waste, except in strict compliance with all Applicable Laws. In the event that Contractor negligently or willfully mishandles Excluded Waste in the course of carrying out its activities under this Agreement and if the generator of such Excluded Waste cannot be identified, Contractor shall at its sole expense promptly take all investigatory and/or remedial action reasonably required for the remediation of such environmental contamination. These obligations are in addition to any defense and indemnity obligations that Contractor may have under this Agreement. The provisions of this Section shall survive the termination or expiration of this Agreement. Notwithstanding the foregoing, Contractor's duties under this subsection shall not extend to any claims arising from the Disposal of Solid Waste at the Approved Transfer Facility or Disposal Facility that accepted Solid Waste from the Approved Transfer Facility, including, but not limited to, claims arising under Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) unless such claim is a direct result of Contractor's negligence or willful misconduct.

#### C. Environmental Indemnity

Contractor shall defend, indemnify, and hold City harmless against and from any and all claims, suits, losses, penalties, damages, and liability for damages of every name, kind and description, including reasonable attorneys' fees and costs incurred, to the extent attributable to the negligence or willful misconduct of Contractor.

#### D. Survival of Provisions

Section 9.1 will survive the expiration or earlier termination of this Agreement and shall not be construed as a waiver of rights by City to contribution or indemnity from third parties.

#### 9.2 Emergency Conditions

The City Manager may declare the existence of an Emergency Condition and shall provide notice as soon as practicable to Contractor of said declaration. Within 72 hours an emergency meeting of the City Council shall be scheduled and consideration of the continuation of an Emergency Condition shall be heard by the City Council. The City Council shall, by resolution, declare the continued existence of the emergency condition, if appropriate, and transmit a certified copy of the resolution to Contractor.

#### A. Emergency Operations

The Parties acknowledge that either temporary cessation or cessation of indeterminate duration of the services to be provided by Contractor hereunder may result in conditions detrimental to the public health, safety and welfare and that, in order to protect the public, invoking the extraordinary provisions of this section may be necessary. From and after the declaration of the existence of an Emergency Condition, City or the designee of City (irrespective of whether such designee is another public agency or privately-owned entity) may assume and carry out, as the "Emergency Operator", any or all Collection operations of Contractor hereunder. During the period of the Emergency Condition exists all revenues which, but for the Emergency Condition, would accrue hereunder to Contractor, shall instead accrue and be payable to the Emergency Operator.

#### B. Cessation of Emergency

At any time after the Emergency Operator has commenced the Collection of Collected materials, City Council may hold a hearing on the question of the cessation of the Emergency Condition upon giving not less than forty-eight (48) hours' prior written notice to Contractor and the Emergency Operator. At the hearing Contractor, the Emergency Operator, and any and all interested persons shall be given the opportunity to be heard on the question aforesaid. Upon the conclusion of the hearing, City Council shall determine if the Emergency Condition has ceased. If it is determined that the Emergency Condition has ceased, the City Council shall, by resolution, declare the cessation of the Emergency Condition, and transmit a certified copy of the resolution to Contractor.

#### C. Resumption of Service

Upon the declaration of cessation of the Emergency Condition and Contractor's agreement to resume Services, and unless City has terminated this Agreement pursuant to Article 10, Contractor shall recommence its operations hereunder and shall perform all of its duties and obligations in accordance with the provisions hereof, and shall be entitled to all of its rights hereunder, including accrual of revenues for its benefit, from and after the date upon which the Emergency Condition shall be deemed to have ceased.

#### D. Limitation

Notwithstanding anything herein contained to the contrary, no Emergency Condition shall exist for more than 180 consecutive days. Upon the expiration of said 180 days, and unless the Emergency Condition has ceased prior thereto, this Agreement shall terminate. In the event of such termination no rights shall accrue to Contractor under this Agreement from and after the date of termination.

### **Article 10. Default and Remedies**

#### **10.1 Events of Default**

All provisions of the Agreement are considered material. Each of the following shall constitute an event of default.

##### A. Fraud or Deceit

Contractor practices, or attempts to practice, any fraud or deceit upon the City.

B. Insolvency or Bankruptcy

Contractor becomes insolvent, unable, or unwilling to pay its debts, or upon listing of an order for relief in favor of Contractor in a bankruptcy proceeding.

C. Failure to Maintain Coverage

Contractor fails to provide or maintain in full force and affect the Workers' Compensation, liability, or indemnification coverage as required by this Agreement.

D. Violations of Regulation

Contractor violates any orders or filings of any regulatory body having authority over Contractor relative to this Agreement, provided that Contractor may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach or default of this Agreement shall be deemed to have occurred.

E. Violations of Applicable Law

Contractor violates Applicable Law relative to this Agreement.

F. Failure to Perform Direct Services

Contractor ceases to provide Collection, Transportation, or Processing services as required under this Agreement for a period of five (5) consecutive calendar days or more, for any reason within the control of Contractor.

G. Failure to Pay

Contractor fails to make any payments to City required under this Agreement including payment of City fees.

H. Acts or Omissions

Any other act or omission by Contractor which violates the terms, conditions, or requirements of this Agreement, as it may be amended from time to time, or any law, statute, ordinance, order, directive, rule, or regulation issued there under and which is not corrected or remedied within the time set in the written notice of the violation or, if Contractor cannot reasonably correct or remedy the breach within the time set forth in such notice, if Contractor should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter.

I. False, Misleading, or Inaccurate Statements

Any representation or disclosure made to the City by Contractor in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement; and, any Contractor-provided report containing a misstatement, misrepresentation, data manipulation, or an omission of fact or content explicitly defined by the Agreement, excepting non-numerical typographical and grammatical errors.

**J. Seizure or Attachment**

There is a seizure of, attachment of, or levy on, some or all of Contractor's operating equipment, including without limits its equipment, maintenance or office facilities, Approved Facility(ies), or any part thereof.

**K. Suspension or Termination of Service**

There is any termination or suspension of the transaction of business by Contractor related to this Agreement, including without limit, due to labor unrest including strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action lasting more than five (5) calendar days.

**L. Criminal Activity**

Contractor, its officers, managers, or employees are found guilty of criminal activity related directly or indirectly to performance of this Agreement or any other agreement held with the City.

**M. Assignment without Approval**

Contractor transfers or assigns this Agreement without the expressed written approval of the City unless the assignment is permitted without City approval pursuant to Section 12.6.

**N. Failure to Perform Any Obligation**

Contractor fails to perform any obligation established under this Agreement.

For any of the above defaults, City shall provide Contractor written notice of default within seven (7) calendar days of the occurrence of default or within seven (7) calendar days of the City's first knowledge of the Contractor's default, whichever occurs first.

**10.2 Right to Terminate Upon Event of Default**

Contractor shall be given thirty (30) calendar days from written notification by City to cure any default.

**10.3 City's Remedies in the Event of Default**

In the event of Contractor's default, City maintains following remedies:

**A. Waiver of Default**

City may waive any event of default or may waive Contractor's requirement to cure a default event if City determines that such waiver would be in the best interest of the City. City's waiver of an event of default is not a waiver of future events of default that may have the same or similar conditions.

**B. Suspension of Contractor's Obligation**

City may suspend Contractor's performance of its obligations if Contractor fails to cure default in the time frame specified in Section 10.2 until such time the Contractor can provide assurance of performance in accordance with Section 10.8.

### C. Termination

In the event that Contractor should default and subject to the right of the Contractor to cure, in the performance of any provisions of this contract, and the default is not cured for any default within thirty (30) calendar days after receipt of written notice of default from the City, then the City may, at its option, terminate this Agreement and/or hold a hearing at a City Council meeting to determine whether this Agreement should be terminated. In the event City decides to terminate this Agreement, the City shall serve twenty (20) calendar days written notice of its intention to terminate upon Contractor. In the event City exercises its right to terminate this Agreement, the City may, at its option, upon such termination, either directly undertake performance of the services or arrange with other Persons to perform the services with or without a written agreement. This right of termination is in addition to any other rights of City upon a failure of Contractor to perform its obligations under this Agreement.

Contractor shall not be entitled to any further Gross Receipts or other revenues from Collection operations authorized hereunder from and after the date of termination.

### D. Other Available Remedies

City's election of one (1) or more remedies described herein shall not limit the City from any and all other remedies at law and in equity including injunctive relief.

#### **10.4 Possession of Records Upon Termination**

In the event of termination for an event of default, the Contractor shall furnish City Contract Manager copies of all of its business records directly pertaining to the services; provided, however, the City shall not be entitled to any of Contractor's confidential, proprietary, or privileged information, as determined in Contractor's sole and absolute discretion, and the City shall have no right to any information regarding services provided by Contractor and/or its Affiliates in any other jurisdiction outside of the City.

#### **10.5 City's Remedies Cumulative; Specific Performance**

City's rights to terminate the Agreement under Section 10.2 and to receive copies of Contractor's records under Section 10.4 are not exclusive, and City's termination of the Agreement shall not constitute an election of remedies. Instead, these rights shall be in addition to any and all other legal and equitable rights and remedies which City may have; however, if Liquidated Damages are imposed, such damages shall be the exclusive remedy of the City.

#### **10.6 Excuse from Performance**

The Parties shall be excused from performing their respective obligations hereunder if they are prevented from so performing by reason of floods, earthquakes, other acts of nature, war, terrorist activity, civil insurrection, labor unrest, strike, picketing, work stoppage, sickout, or other concerted labor action, riots, acts of any government (including judicial action), and other similar catastrophic events which are beyond the control of and not the fault of the Party claiming excuse from performance hereunder.

The Party claiming excuse from performance shall, within two (2) calendar days after such Party has notice of such cause, give the other Party notice of the facts constituting such cause and

asserting its claim to excuse under this Section.

If either Party validly exercises its rights under this Section, the Parties hereby waive any claim against each other for any damages sustained thereby.

The partial or complete interruption or discontinuance of Contractor's services caused by one (1) or more of the events described in this Article shall not constitute a default by Contractor under this Agreement.

#### **10.7 Right to Demand Assurances of Performance**

The Parties acknowledge that it is of the utmost importance to City and the health and safety of all those members of the public residing or doing business within City who will be adversely affected by interrupted waste management service, that there be no material interruption in services provided under this Agreement.

If Contractor: (i) is the subject of any labor unrest including work stoppage or slowdown, sick-out, picketing or other concerted job action; (ii) appears in the reasonable judgment of City to be unable to regularly pay its bills as they become due; or, (iii) is the subject of a civil or criminal judgment or order entered by a Federal, State, regional or local agency for violation of an Applicable Law, and City believes in good faith that Contractor's ability to perform under the Agreement has thereby been placed in substantial jeopardy, City may, at its sole option and in addition to all other remedies it may have, demand from Contractor reasonable assurances of timely and proper performance of this Agreement, in such form and substance as City believes in good faith is reasonably necessary in the circumstances to evidence continued ability to perform under the Agreement. If Contractor fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by City, City may terminate this Agreement, provided, however, such failure or refusal to provide satisfactory assurances shall not be an event of default for purposes of Section 10.1.

### **Article 11. Representations and Warranties of the Parties**

The Parties, by acceptance of this Agreement, represents and warrants the conditions presented in this Article.

#### **11.1 Contractor's Corporate Status**

Contractor is a corporation duly organized, validly existing and in good standing under the laws of the State. It is qualified to transact business in the State and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

#### **11.2 Contractor's Corporate Authorization**

Contractor has the authority to enter this Agreement and perform its obligations under this Agreement. The Board of Directors of Contractor (or the shareholders, if necessary) has taken all actions required by law, its articles of incorporation, its bylaws, or otherwise, to authorize the execution of this Agreement. The Person signing this Agreement on behalf of Contractor represents and warrants that they have authority to do so. This Agreement constitutes the legal, valid, and binding obligation of the Contractor.

### **11.3 Agreement Will Not Cause Breach**

To the best of Contractor's and City's knowledge after reasonable investigation, the execution or delivery of this Agreement or the performance by either Party of their obligations hereunder does not conflict with, violate, or result in a breach: (i) of any Applicable Law; or, (ii) any term or condition of any judgment, order, or decree of any court, administrative agency or other governmental authority, or any agreement or instrument to which Contractor or City is a party or by which Contractor or any of its properties or assets are bound, or constitutes a default hereunder.

### **11.4 No Litigation**

To the best of Contractor's and City's knowledge after reasonable investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality decided, pending or threatened against either Party wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would:

- A. Materially adversely affect the performance by Party of its obligations hereunder or
- B. Adversely affect the validity or enforceability of this Agreement.

### **11.5 No Adverse Judicial Decisions**

To the best of Contractor's and City's knowledge after reasonable investigation, there is no judicial decision that would prohibit this Agreement or subject this Agreement to legal challenge.

### **11.6 No Legal Prohibition**

To the best of each Party's knowledge, after reasonable investigation, there is no Applicable Law in effect on the date that Party signed this Agreement that would prohibit the performance of either their obligations under this Agreement and the transactions contemplated hereby.

### **11.7 Contractor's Ability to Perform**

Contractor possesses the business, professional, and technical expertise to perform all services, obligations, and duties as described in and required by this Agreement including all Exhibits thereto. Contractor possesses the ability to secure equipment, facility, and employee resources required to perform its obligations under this Agreement.

## **Article 12. Other Agreements of the Parties**

### **12.1 Relationship of Parties**

The Parties intend that Contractor shall perform the services required by this Agreement as an independent Contractor engaged by City and neither as an officer nor employee of City, nor as a partner or agent of, or joint venture with, City. No employee or agent of Contractor shall be, or shall be deemed to be, an employee or agent of City. Contractor shall have the exclusive control over the manner and means of performing services under this Agreement, except as expressly provided herein. Contractor shall be solely responsible for the acts and omissions of its officers, employees, Subcontractors and agents. Neither Contractor nor its officers, employees, Subcontractors, or agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits which accrue to City employees by virtue of their employment with

City.

## **12.2 Compliance with Law**

Contractor shall at all times, at its sole cost, comply with all Applicable Laws, permits and licenses of the United States, the State, County of Sarpy, and City and with all applicable regulations promulgated by Federal, State, regional or local administrative and regulatory agencies, now in force and as they may be enacted, issued or amended during the Term.

## **12.3 Governing Law**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Nebraska.

## **12.4 Jurisdiction**

Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Sarpy County in the State of Nebraska, which shall have exclusive jurisdiction over such lawsuits. With respect to venue, the Parties agree that this Agreement is made in and will be performed in Sarpy County, and locations outlined in Article 3.

## **12.5 Binding on Successors**

The provisions of this Agreement shall inure to the benefit to and be binding on the successors and permitted assigns of the Parties.

## **12.6 Assignment**

Contractor acknowledges that this Agreement involves rendering a vital service to City's residents and businesses, and that City has selected Contractor to perform the services specified herein based on (i) Contractor's experience, skill and reputation for conducting its operations in a safe, effective and responsible fashion, and (ii) Contractor's and the Guarantor's financial resources to maintain the required equipment and to support its indemnity obligations to City under this Agreement. City has relied on each of these factors, among others, in choosing Contractor to perform the services to be rendered by Contractor under this Agreement.

### **A. City Consent Required**

Contractor shall not assign its rights or delegate or otherwise transfer any or all of its obligations under this Agreement to any other Person without the prior written consent of City which may be withheld with or without cause at City's sole discretion. City may refuse to consent to a proposed assignment unless it is satisfied that the proposed assignee is ready, willing and able to provide services in a manner equal to or better than Contractor. Any assignment made in violation of this Section 12.6.A shall be void and the attempted assignment shall constitute a Contractor default.

### **B. Assignment Defined**

For the purpose of this Section, "assignment" shall include, but not be limited to, (i) a documentary assignment of Contractor's interest in, and obligations under, this Agreement; (ii) a sale, exchange or other transfer to a third Party of substantially all of Contractor's assets dedicated to service under this Agreement; (iii) a sale, exchange or other transfer of over fifty-one percent (51%) of

outstanding common stock of Contractor to a Person who is not a shareholder as of the Effective Date; (iv) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or reissuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction which results in a change of ownership or control of Contractor; (v) any assignment by operation of law, including insolvency or bankruptcy, an assignment for the benefit of creditors, a writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of Contractor's property, or transfer occurring in the event of a probate proceeding; and (vi) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership, or change of control of Contractor.

### C. Consent Requirements

No request by Contractor for consent to an assignment need be considered by City unless and until Contractor has met the following requirements:

#### 1. Assignment Fees

Contractor shall pay City its reasonable expenses for attorneys' fees, consultants' fees and other costs of investigation necessary to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such assignment;

#### 2. No Contractor Review or Approval

Contractor shall be granted no opportunity to review or approve proposed agents of the City associated with assignment process;

#### 3. Assignee Financial Statements

Contractor shall furnish City with audited financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years. City, following review of financial health of the assignee, may require provision of additional performance surety, insurance, or secured funding.

#### 4. Assignee Qualification

Contractor shall furnish City with satisfactory proof: (i) that the proposed assignee has sufficient Solid Waste Transfer and Disposal management experience; (ii) that in the last five (5) years, the proposed assignee has not been the subject of any administrative or judicial proceedings initiated by a federal, State or local agency having jurisdiction over its operations due to an alleged failure to comply with federal, State or local laws or that the proposed assignee has provided City with a complete list of such proceedings and their status; (iii) that the proposed assignee conducts its operations in a safe and environmentally conscientious manner; (iv) that the proposed assignee conducts its operations in accordance with sound Solid Waste management practices in full compliance with all federal, State and local laws regulating the Transfer and Disposal of Solid Waste and all Environmental Laws; (v) of any other information required by City to ensure the proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner; and

5. Assumption of Responsibilities

Any permitted assignee must assume Contractor's responsibilities under this Agreement.

D. No Obligation to Consider

City will not be obligated to consider a proposed assignment if Contractor is in default.

E. Retention of Records

Assignment of the Agreement in no way relieves Contractor of its record retention responsibilities under Section 6.1, nor of any and all other Contractor obligations that survive the Agreement.

**12.7 No Third-Party Beneficiaries**

This Agreement is not intended to, and will not be construed to, create any right on the part of any third party to bring an action to enforce any of its terms.

**12.8 Waiver**

The waiver by either Party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision. The subsequent acceptance by either Party of any monies which become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by the other Party of any provision of this Agreement.

**12.9 Notice Procedures**

All notices, demands, requests, proposals, approvals, consents, and other communications, which this Agreement requires, authorizes or contemplates, shall be in writing and shall either be personally delivered to a representative of the Parties at the address below or sent via certified mail via the U.S. Postal Service, postage prepaid, addressed as follows:

If communications to the City are notices of legal action or request for public information, such communication shall be directed to:

City Clerk  
City of Bellevue  
210 West Mission Ave  
Bellevue, NE 68005

( ) -  
@

All other communications shall be directed to:

Public Works Director

City of Bellevue  
1510 Wall Street  
Bellevue, NE 68005

( ) -  
@

If to Contractor:

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

( ) -  
@

The address to which communications may be delivered may be changed from time to time by a notice given in accordance with this Section. Notice shall be deemed given on the day it is personally delivered or, if mailed, three (3) calendar days from the date it is deposited in the mail.

#### **12.10 Representatives of the Parties**

References in this Agreement to the "City" shall mean the City's elected body and all actions to be taken by City except as provided below. The City may delegate, in writing, authority to the City Contract Manager and/or to other City officials and may permit such officials, in turn, to delegate in writing some or all of such authority to subordinate officers. The Contractor may rely upon actions taken by such delegates if they are within the scope of the authority properly delegated to them.

The Contractor shall, by the Effective Date, designate in writing a responsible officer who shall serve as the representative of the Contractor in all matters related to the Agreement and shall inform City in writing of such designation and of any limitations upon his or her authority to bind the Contractor. City may rely upon action taken by such designated representative as actions of the Contractor unless they are outside the scope of the authority delegated to him/her by the Contractor as communicated to City.

## **Article 13. Miscellaneous Agreements**

### **13.1 Entire Agreement**

This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. Each Party has cooperated in the drafting and preparation of this Agreement and this Agreement shall not be construed against any Party on the basis of drafting. This Agreement may be amended only by an agreement in writing, signed by each of the Parties hereto.

### **13.2 Section Headings**

The article headings and section headings in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

### **13.3 References to Laws**

All references in this Agreement to laws and regulations shall be understood to include such laws as they may be subsequently amended or re-codified, unless otherwise specifically provided herein.

### **13.4 Amendments**

This Agreement may not be modified or amended in any respect except in writing signed by the Parties.

### **13.5 Severability**

If any non-material provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

### **13.6 Counterparts**

This Agreement may be executed in counterparts, each of which shall be considered an original.

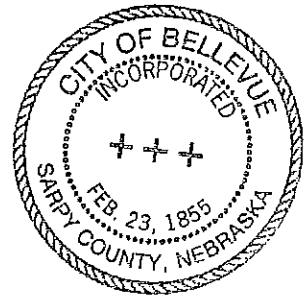
### **13.7 Exhibits**

Each of the Exhibits identified as Exhibit "A" through "N" is attached hereto and incorporated herein and made a part hereof by this reference. In the event of a conflict between the terms of this Agreement and the terms of an Exhibit, the terms of this Agreement shall control.

## **14. Adoption of Agreement**

ADOPTED by the City Council September 25, 2017

IN WITNESS WHEREOF, City and Contractor have executed this Agreement as of the day and year first above written.



ATTEST:

City of Bellevue, Nebraska (City)

By *Sabrina Ohnmacht*  
Name: *Sabrina Ohnmacht*  
City Clerk

By *Rita Sanders*  
Name: *Rita Sanders*  
Mayor

Date: *9-25-17*

Date: *9-25-17*

APPROVED AS TO FORM:

By *Patrick T. Sullivan*  
Name: *Patrick T. Sullivan*  
City Attorney

Date: *10-2-17*

Date: \_\_\_\_\_

Waste Connections of Nebraska, Inc DBA Papillion Sanitation

APPROVED AS TO FORM:

By *John J. Love*  
Name: *John J. Love*  
Division Vice President

Date: *9-25-17*

## **EXHIBIT A. RESIDENTIAL OUTREACH PROGRAMS**

Contractor shall provide the outreach services described below.

### **A. Initial Start-Up Public Outreach Activities**

The Contractor will provide a comprehensive, contract focused education and engagement program that will educate all residents on the Contractor Services specifically offered to the Customer through this contract to not only include proper curbside recycling, waste and contamination issues, proper composting and Yard Waste management, and the process for proper recycling and non-recyclable plastics Hefty Energy Bag Program participation.

The Contractor shall provide a complete estimated budget for the Initial Start-Up Public Outreach Activities. This budget will be approved, funded, and managed by the City Contract Manager. The Contractor will provide a 50% (fifty percent) matching cash-only funds for actual, budgeted and approved cost of the Initial Start-Up Public Outreach Activities, not to exceed a total budget of 7% (seven percent) of total annual contract value.

1. Lead effort to engage and reach current residents to begin their service level of choice, to include guided public "Personal Waste Audit" events, direct "how-to" flyer describing service level options and guidance on choice selection for Customers
2. Lead development, writing and design of mailings and door hangers to Single-Family Customers explaining the change from the existing hauler to the new Contractor (if applicable); changes from the existing Collection programs to new programs, transition from Customer-owned cans to Contractor-owned carts, date of change, etc.
3. Lead development of a "how-to" flyer describing how to prepare recyclable materials and yard waste for collection and describe the acceptable materials that can be included in the recyclable and yard waste carts. The flyer should emphasize any new recyclable materials to be included in the recycling cart.
4. Lead development of a "how-to" flyer describing the proper set out procedures for carts.
5. Prepare drafts and distribute public service announcements (PSA) for local radio and television broadcast, as well as door hangers and print advertising including editorial content for local newspapers.

### **B. Continuing Programs Throughout Agreement**

1. Periodically, visit homeowner associations and other groups or City sponsored events to promote and explain the program, as requested by the associations or as scheduled by the City.
2. Lead development of annual newsletters that creatively inform residents about topics such as availability of on-call curbside Bulky Item pick-ups, home Composting, proper handling of Household Hazardous Waste (HHW), E-Waste and environmental conservation.
3. Lead development of an annual bill insert, brochure, and/or feature quarterly newsletter articles describing how to prepare recyclable materials and yard waste for collection.

Contractor shall inform residents as to the acceptable materials that can be included in the recyclable materials and yard waste carts and any common contaminants to be excluded from collection to customers.

4. Produce and implement corrective actions notices for use in instances where the Customer sets out inappropriate materials.
5. Two weeks prior to holiday collection events, provide notification to City Contract Manager specifying event details as provided by Section 4.1.E. of this Agreement.
6. On periodic bills, contractor may include a brief statement to customers providing service-related announcements such as messages about new services, the on-call clean-up and bulky item pick-up services, proper handling of household hazardous waste (HHW), holiday tree collection, etc.
7. Prepare and make available through Contractor's website "how-to" information on recycling and proper cart set-outs in printable format, and provide links for additional resources.
8. Enable residential customers to access information regarding collection days by address, as well as other customer- or City-specific information, through its website including access copies of newsletters and other outreach materials required herein.

## **EXHIBIT B. REPORTING REQUIREMENTS**

### **A. Report Purpose**

Reports are intended to compile recorded data into useful forms of information that can be used to, among other things:

1. Determine and set maximum rates and evaluate the financial efficacy of operations.
2. Determine needs for adjustment to programs.
3. Evaluate customer service.

### **B. Report Format and Contents**

Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. City reserves right to review and to require changes to Contractor reporting formats. At City's request, Contractor shall use standardized reporting forms provided by City.

#### **1. Monthly Report**

##### **a. Tonnage**

The monthly tonnage reports shall be presented by Contractor to show the following information for each month. In addition, each monthly report shall show the monthly data for the past twelve (12) months.

1. Total tonnages collected for the month by route by material type (Solid Waste, Recyclable Materials, and Yard Waste).
2. Tonnage delivered to each approved facility by material type (Solid Waste, Recyclable Materials, and Yard Waste), subtotaling and clearly identifying those tons that are disposed and those that are diverted.
3. Tonnage of recyclable materials delivered to each approved facility.
4. Tonnage of yard waste delivered to each approved facility.

#### **2. Quarterly City Report**

Quarterly reports shall be presented by Contractor showing the monthly information requested above plus the following information for each quarter.

##### **a. Customers**

1. Number of customers Number of carts by residential unit type and material type, i.e., Solid Waste, Recyclable Materials, and Yard Waste.
2. Detailed Customer account data in Microsoft Excel format including, but not limited to: customer name and service location address.
3. Other reports required by the State or as may be required in the future.

#### b. Customer Service

1. Number of Customer calls listed separately by complaints and inquiries (where inquiries include requests for Recycling information, Rate information, etc.) listed separately by month. For complaints, list the number of calls separately by category (e.g., missed pickups, scheduled cleanups, billing concerns, damage claims, etc.) and provide details regarding complaint resolution.
2. Number of new service requests and Service Level changes for each residential unit type and program listed separately by month. (Note: In addition to the annual period when Customers may request changes to their level of service, Customers shall have the option to change cart sizes at any time in the event that the size of their household changes.)
3. Number of technical assistance requests and/or onsite services provided, listed by month.
4. Number of events of Collected materials being tagged for non-Collection summarized by the reason for tagging (e.g., inclusion of non-Recyclable or non-Compostable materials, improper set-out, Hazardous Waste, etc.) listed by month.
5. Call center and web analytics such as hold times, number of hits and unique visitors to the Contractor's website listed by month.

#### c. Outreach

1. Provide a status report of Contractor's actual activities completed.
2. Dates, times, and group names of meetings and events attended.

#### d. Diversion

1. Contractor's Diversion percentage rate for the quarter.
2. Listing of Customers who are not utilizing recycling services. Such list shall include, at a minimum, Customer name, service location address, contact name, address, and phone number.

#### e. Pilot and New Programs (If Applicable)

For each pilot and/or new program, provide activity related and narrative reports on goals, milestones, and accomplishments. Describe problems encountered, actions taken and any recommendations to facilitate progress. Describe vehicles, personnel, and equipment utilized for each program.

#### f. Public Outreach Plan for Coming Rate Period

Pursuant to Section 4.9, as part of the Contractor's third quarterly report for the Rate Period, Contractor shall submit a plan outlining its public outreach efforts for the coming Rate Period.

### 3. Annual Report

The annual report shall include all the monthly and quarterly report information plus the following additional information.

**a. Summary Assessment**

Provide a summary assessment of the programs performed under this Agreement from Contractor's perspective relative to the financial and physical status of the program. The physical status assessment shall reflect how well the program is operating in terms of efficiency, economy, and effectiveness in meeting all the goals and objectives of this Agreement, particularly the Contractor's Diversion goals. Provide recommendations and plans to improve. Highlight significant accomplishments, problems, and proposed solutions.

**b. Vehicle Inventory**

Provide a listing of all vehicles used in performing services under this Agreement including the license plate number, VIN, make, model, model year, purchase date, engine overhaul/rebuild date (if applicable), and mileage at December 31.

**c. Public Outreach Plan for Coming Rate Period**

Pursuant to Section 4.9, as part of the Contractor's third quarterly report for the Rate Period, Contractor shall submit a plan outlining its public outreach efforts for the coming Rate Period.

**4. Required State Reporting**

Contractor shall be responsible for assisting the City with State reporting requirements, and that it shall take direction as relates to such reporting if and as provided by the City. Contractor shall develop and submit each report for City review and comment no less than forty-five (45) days prior to its required submittal date.

## **EXHIBIT C.1. INDEX-BASED RATE ADJUSTMENT METHODOLOGY**

### **1. General**

The purpose of this attachment is to describe and illustrate the method by which the City will calculate the annual adjustment to Rates to reflect changes in various cost indices and changes to Disposal and Processing costs based on Tonnages of materials Collected and changes in tipping fees. This index-based adjustment process shall be used to determine Rates for all Rate Periods beginning with Rate Period Five with the exception that the Rate adjustment process for Rate Periods Four and Eight, and, if the Term is extended, for Rate Period Twelve, shall involve a detailed review of actual costs, pursuant to Section 8.3 of the Agreement and Exhibit C2.

The index-based adjustment involves application of indices to various costs that comprise the total proposed annual costs for Rate Period Five, Six, Seven, Nine, Ten, and if Extended, Eleven to determine the Total Calculated Costs for the coming Rate Period. In addition, Processing and Disposal costs shall be adjusted to reflect actual Tonnage Collected during the most-recently completed Rate Period. The index-based Rate adjustments may be approved by the City Contract Manager.

The difference (measured as a percentage) between the Total Calculated Costs for the coming Rate Period and the Total Calculated Costs for the then-current Rate Period is the Rate Adjustment Factor. The Rate Adjustment Factor is applied to the current Rates to determine the Rates for the coming Rate Period.

The annual Rate Adjustment Factor calculated pursuant to this Exhibit C1 may not exceed five percent (5%). In the event that the calculation results in a calculated increase exceeding five percent (5%), provided, however, in no event shall such annual Rate Adjustment Factor be less than one percent (1%) per year Contractor may elect to either: (i) accept a Customer Rate increase of no more than five percent (5%); or, ii) require that a cost-based Rate adjustment be performed under the procedures described in Exhibit C2. In the event that calculated increase exceeds five percent (5%), and Contractor accepts a Rate increase of no more than five percent (5%), Contractor shall have the ability to include the excess dollar amount as an adjustment to the Total Calculated Costs in Contractor's Rate adjustment application for the following year. However, such adjustment to the following year shall not be granted to the extent that it results in exceeding the five percent (5%) limit in that year. Under no circumstances shall any amount disallowed during the term of the Agreement as a result of the five percent (5%) limit be considered due to the Contractor by the City or Customers upon the expiration or early termination of this Agreement.

### **2. Adjustment of Total Calculated Costs**

The cost categories of the main components of Total Calculated Costs are presented in detail in Exhibit N. Adjustments to these components to calculate costs for the coming Rate Period shall be calculated as follows:

#### **A. Total Annual Cost of Operations**

##### **1. Labor-Related Costs**

The Labor-Related Costs component of Total Calculated Costs for the then-current Rate Period is

multiplied by one plus the Annual Percentage Change in the U.S. Bureau of Labor Statistics Employment Cost Index (ECI).

For example, in Rate Period Five when calculating the Labor-Related Costs for Rate Period Six, the Labor-Related Costs of Rate Period Five shall be multiplied by one plus the Annual Percentage change in the ECI.

## **2. Vehicle-Related Costs (Excluding Fuel)**

The Vehicle-Related Costs component of Total Calculated Costs for the then-current Rate Period is multiplied by one plus the Annual Percentage Change in the US Consumer Price Index: Motor Vehicle Maintenance and Repair.

## **3. Fuel Costs**

The Fuel Cost component of Total Calculated Costs for the then-current Rate Period is multiplied by one plus the Annual Percentage Change in the Fuel Index.

## **4. Net Recyclables Processing Revenue**

{Note to Proposer: this section will reflect the recyclables revenue sharing arrangement selected during contract negotiations.}

## **5. Net Yard Waste Materials Processing Cost**

The Net Yard Waste Materials Processing Costs component of Total Calculated Costs is calculated as follows:

Net Yard Waste Materials Processing Cost = {(Per-Ton Yard Waste Materials Processing Cost for the then-current Rate Period - All regulatory fees identified on Form 5 of Exhibit N, (Contractor's Proposal) and included in the then-current per-Ton cost) x (1 + Annual Percentage Change in the CPI-U) + (Then-current per-Ton regulatory fees)} x (Total Tons of Yard Waste Materials Collected for the most-recently completed 12-month period ending October 31\*)

## **6. Other Costs**

The Other Costs component of the Total Calculated Costs for the then-current Rate Period is multiplied by one plus the Annual Percentage Change in the CPI-U.

## **7. Direct Depreciation**

Direct Depreciation is 10 percent per year for Rate Periods Two through Ten, and is not annually adjusted, with the exception that an adjustment shall be made when calculating Rate Period Two costs if the Contractor received grant monies to offset the capital costs. In such case the direct depreciation cost shall be 10 percent less one ninth of the grant monies received. This adjusted depreciation amount shall remain fixed for Rate Periods Two through Ten. If the Agreement is extended beyond Rate Period Ten, direct depreciation shall be zero in any subsequent Rate Periods unless Parties mutually agree to a different amount. {Note to Proposer: Amount of direct depreciation shall be entered during contract negotiations to reflect the final scope of services, which may include some or all of the alternative services.}

**8. Allocated Costs (Labor, Vehicle, Fuel, and Other Costs)**

The Allocated Costs (Labor, Vehicle, Fuel, and Other Costs) component for the then-current Rate Period is multiplied by one plus the Annual Percentage Change in the CPI-U.

**9. Allocated Depreciation and Start-Up Costs**

The Allocated Depreciation and Start-Up Costs shall be 10 percent per year for Rate Period Two through Ten, and are not annually adjusted. These costs shall be zero for all subsequent Rate Periods unless Parties mutually agree to a different amount.

**10. Total Annual Cost of Operations**

The Total Annual Cost of Operations for the coming Rate Period equals the sum of the costs calculated in subsections (1) through (9) above.

**A. Profit**

Profit for the coming Rate Period shall be calculated by dividing the Total Annual Cost of Operations for the coming Rate Period (the value calculated in Section 2.A.8 above) by an operating ratio (.85) and subtracting from the result the Total Annual Cost of Operations for the coming year.

$$\text{Profit} = \frac{\text{Total Annual Cost of Operations for Coming Rate Period}}{\text{Operating Ratio}} - \text{Total Annual Cost of Operations for Coming Rate Period}$$

**B. Pass-Through Costs (Excluded from the Calculation of Profit)**

**1. Disposal Costs**

The Disposal Costs shall be calculated by multiplying the per-Ton Disposal fee at the Designated Disposal Facility and Designated Transfer Facility (to be specified by the City) for the coming Rate Period by the total Tons of Solid Waste Collected for the most-recently completed Rate Period (with the exception of calculating Rates for Rate Period Two, which shall be based on the estimated total Tons for Rate Period One identified in Exhibit N).

**2. Interest Expense**

The Interest Expense amount is 2.5 percent in Rate Period Two through Ten, is not annually adjusted, and shall be zero in any subsequent Rate Period unless Parties mutually agree to a different amount.

**3. Direct Lease Costs**

The Direct Lease Costs amount is \$ 0 in Rate Period Two through Ten, is not annually adjusted, and shall be zero in any subsequent Rate Period unless Parties mutually agree to a different amount.

**4. Allocated Lease Costs**

The Allocated Lease Costs amount is \$\_\_0\_\_ for Rate Period Two through Ten (including interest costs for Allocated General and Administrative of \$\_\_0\_\_, Allocated Vehicle Maintenance costs of \$\_\_0\_\_, and Allocated Container Maintenance of \$\_\_0\_\_) is not annually adjusted, and shall remain unadjusted in any subsequent Rate Period unless Parties mutually agree to a different amount.

**5. Total Pass-Through Costs**

Total Pass-Through Costs for the coming Rate Period are the sum of the amounts in Sections 2.C.1 through 2.C.4 above.

**C. Total Calculated Costs before City Fees**

The Total Calculated Costs before City Fees shall be the sum of the Total Annual Cost of Operations, Profit, and Total Pass-Through Costs for the coming Rate Period.

**D. Other Adjustments**

**1. General**

From time to time during the Term of the Agreement, it may be necessary to make other adjustments to the compensation calculations. All such adjustments shall be subject to the approval of the City Contract Manager. For example, if the Contractor obtains grant funds or subsidies, the annual amount of funds Contractor received or is forecasted to receive shall be reflected as an adjustment. In such case, the adjustment would be a reduction to the Total Calculated Costs to reduce the Rates since Contractor has secured funds from other sources to cover a portion of the costs required to provide service to the City.

**2. "Roll-Over" of Dollars Exceeding Rate Cap**

In the event that the calculated Rate increase exceeds five percent (5%) in any Rate Period, and Contractor accepts a Rate increase of no more than five percent (5%), Contractor shall have the ability to include the excess dollar amount as an adjustment to the Total Calculated Costs in Contractor's Rate adjustment application for the following year. Contractor's ability to "roll-over" such excess calculated costs shall not expire until the expiration or early termination of the base Term of this Agreement. In the event that there are remaining excess (i.e. "rolled-over") calculated costs which have not been included in the Rates for any Rate Period upon expiration or early termination of this Agreement, Contractor shall not be compensated for the excess costs.

**E. Total Calculated Costs**

The Total Calculated Costs for the coming Rate Period shall equal the sum of the Total Annual Cost of Operations, Profit, Total Pass-Through Costs, Total City Fees, and Other Adjustments (if applicable), for the coming Rate Period.

**3. Rate Adjustment Factor**

The Rate Adjustment Factor shall equal the Total Calculated Costs for the coming Rate Period

divided by the Total Calculated Costs for the then-current Rate Period, which shall be rounded to the nearest thousandth.

**4. Adjustment of Rates**

Each then-current Rate shall be multiplied by the Rate Adjustment Factor to calculate the effective Rate for the coming Rate Period. The adjustment to each Rate shall be rounded to the nearest cent.

**5. Example Calculation**

The following example illustrates the index-based adjustment method for determining Rates for Rate Period Five. The dollar amounts shown are hypothetical amounts for Total Calculated Costs for Rate Period Four and the adjustment factors are based on assumed changes in the various indices between the average index values for the twelve (12) months.

**Hypothetical Calculation of Total Calculated Costs for Rate Period Three**

	Rate Period Two	Adjustment Factor*	Rate Period Three
<b>Annual Cost of Operations</b>			
Labor-related costs	\$2,000,000	1.018	\$2,036,000
Vehicle-related costs (excluding fuel)	\$400,000	1.031	\$412,400
Fuel costs	\$800,000	1.075	\$860,000
Net Recyclable Materials Processing Revenue	\$525,000	35,000 x \$15.48	\$541,800
Net Organic Materials Processing Costs	\$836,000	22,000 x \$39.40	\$866,800
Other Costs	\$250,000	1.040	\$260,000
Direct Depreciation	\$700,000	N.A.	\$700,000
Allocated Costs (Labor, Vehicle, Fuel, and Other Costs)**	\$1,000,000	1.040	\$1,040,000
Allocated Costs (Depreciation and Start-Up)	\$100,000	N.A.	\$100,000
<b>Total Annual Cost of Operations</b>	<b>\$6,611,000</b>	<b>N.A.</b>	<b>\$6,817,000</b>
<b>Profit (assuming operating ratio of 0.92)</b>	<b>\$574,870</b>	<b>N.A.</b>	<b>\$592,782.61</b>
<b>Pass-Through Costs</b>			
Solid Waste Disposal costs	\$1,720,000	50,000 x \$44.60	\$1,784,000
Interest expense	\$150,000	N.A.	\$150,000
Direct lease	\$200,000	N.A.	\$200,000
Allocated lease costs	\$25,000	N.A.	\$25,000
<b>Total Pass-Through Costs</b>	<b>\$12,166,870</b>	<b>N.A.</b>	<b>\$12,535,583</b>
<b>Total Calculated Costs before City Fees</b>	<b>\$19,352,739</b>	<b>N.A.</b>	<b>\$19,945,365</b>
<b>City Fees/Payments*</b>			
Franchise Fee**	\$2,642,014	N.A.	\$2,722,859
Rate Application Review Costs	\$35,000	N.A.	\$35,000
<b>Total City Fees/Payments</b>	<b>\$2,677,014</b>	<b>N.A.</b>	<b>\$2,757,859</b>
<b>Other Adjustments (as needed from time to time)</b>	<b>N.A.</b>	<b>N.A.</b>	<b>N.A.</b>
<b>Total Calculated Costs</b>	<b>\$22,029,754</b>		<b>\$22,703,224</b>

\* Fuel costs included in allocated costs shall be adjusted using the CPI-U not the Fuel Index.

\*\*Assumes current franchise fee of 12%.

#### B. Example Calculation of the Rate Adjustment Factor and Adjusted Rate for Rate Period Three

Rate Adjustment Factor =  $\$22,703,224 / \$22,029,754 = 1.031$

35-gallon Single-Family Rate for Rate Period Three =  $\$19.00 \times 1.031 = \$19.59$ , which shall be effective January 1, 2020.

**6. Other**

If an index described in in this Exhibit D is discontinued, the successor index with which it is replaced shall be used for subsequent calculations. If no successor index is identified by the Bureau of Labor Statistics {or Pacific Gas and Electric Company}, the index published by either organization which is most comparable shall be used.

## **EXHIBIT C.2. COST-BASED RATE ADJUSTMENT METHODOLOGY**

### **1. General**

The City shall use the cost-based Rate adjustment method described in this Exhibit C2 to determine Rates for an application for the extraordinary Rate adjustment, Section 8.3. The cost-based adjustment involves review of the Contractor's actual cost of operations and operational statistics (staffing levels, routes, route hours, Customers and their service levels, etc.) to determine the Actual Allowable Total Annual Cost of Operations for the most-recently completed Rate Period and to forecast the Total Contractor's Compensation for the coming Rate Period. The difference (measured as a percentage) between the Total Contractor's Compensation for the coming Rate Period and the Projected Gross Rate Revenues (which is calculated based on most-recent Customer subscription levels at then-current Rates) is the "Rate Adjustment Factor". The Rate Adjustment Factor is applied to the then-current Rates to determine the Rates for the coming Rate Period.

The intent of performing the cost-based adjustment is to examine the actual impact of changes in inflation or deflation, the number of Customers, and the Service Level of Customers.

The City Contract Manager may approve Rate adjustments if the Rate Adjustment Factor is equal to or less than five percent (5%), calculated in accordance with this Exhibit C2. If the Rate Adjustment Factor is greater than five percent (5%), the Rate adjustment shall be presented to the City Council for approval.

In the event that the cost-based adjustment calculated in accordance with this Exhibit C2 results in a negative Rate Adjustment Factor, the City reserves the right to "roll-under" the Rate reduction, such that there is no Rate adjustment in the Rate Period for which the negative Rate Adjustment Factor was calculated, but the calculated Rate reduction may be deferred to the following Rate Period, as a credit against future Rate increases.

### **2. Forecasting Total Contractor's Compensation**

The Total Contractor's Compensation for the coming Rate Period shall be forecasted in the manner described in this Section.

#### **A. Forecasting Total Annual Cost of Operations**

##### **1. Determine Actual Allowable Total Annual Cost of Operations**

Contractor's financial statement, books, and records shall be reviewed to determine Contractor's "Actual Allowable Total Annual Cost of Operations" for the most-recently completed Rate Period to perform all the services in the manner required by this Agreement for each of the following cost categories:

- a) Actual labor-related costs
- b) Actual vehicle-related costs (excluding fuel and depreciation)
- c) Actual fuel costs
- d) Actual Net Recyclable Materials Processing Revenues

- e) Actual Net Yard Waste Materials Processing Costs
- f) Actual other costs (as specified in Exhibit N)
- g) Direct depreciation costs (in the amount specified in Exhibit C1)
- h) Actual allocated costs (labor, vehicle, general and administrative, and other costs)
- i) Actual allocated costs (depreciation and start-up) (in the amount stated in Exhibit C1)

## 2. Non-Allowable Costs

The following list of non-allowable costs shall be deducted from the Contractor's actual costs when determining the Actual Allowable Total Annual Cost of Operations.

- a) Payments to repair damage to public or private property for which Contractor is legally liable.
- b) Fines or penalties of any nature.
- c) Cash donations or value of in-kind services provided to charitable, political, youth, civic, or other community organizations unless such donation has been previously approved in writing as an allowable expense by the City Contract Manager, which shall include, without limitation, Contractor's donations into any school grant program.
- d) Depreciation or interest expense for Collection vehicles, Containers, other equipment, offices and other facilities if such items are leased as specified in Exhibit N.
- e) Attorney's fees and other expenses incurred by Contractor in any court proceeding in which the City and Contractor are adverse Parties; except to the extent Contractor is the prevailing part in such proceeding.
- f) Attorney's fees and other expenses incurred by Contractor arising from any act or omission in violation of this Agreement; except to the extent Contractor is the prevailing part in such proceeding.
- g) Attorneys' fees and other expenses incurred by Contractor in any court proceeding in which Contractor's own negligence, violation of law or regulation, or wrong doing are in issue and occasion, in whole or in part, the attorneys' fees and expenses claimed; except to the extent Contractor is the prevailing part in such proceeding; and attorneys' fees and expenses incurred by Contractor in a court proceeding in which the legal theory or statute providing a basis of liability against Contractor also provides for separate potential liability for the City derived from the action of its citizens or Rate payers (such as in a CERCLA lawsuit) unless the Contractor is found not liable in such claims and such claims arise from acts or occurrences within the Term of the Agreement.
- h) Goodwill.
- i) Bad debt write-offs in excess of two percent (2%) of annual Rate revenues.

### 3. Forecast Total Annual Cost of Operations

Forecasted Total Annual Cost of Operations for the coming Rate Period shall be calculated based on Actual Allowed Total Cost of Operations for the most-recently completed Rate Period determined in accordance with Sections 2.A.1 and 2.A.2 above. The forecasts shall be performed in the following manner:

- a) Forecasted labor-related costs shall be calculated for the coming Rate Period by (i) multiplying the allowed labor-related costs, both direct and allocated, for the most-recently completed Rate Period by one plus the Annual Percentage Change in the ECI, and (ii) multiplying the result of step one once more by one plus the Annual Percentage Change in the ECI.
- b) Forecasted vehicle-related costs (excluding fuel and depreciation costs) shall be calculated for the coming Rate Period by (i) multiplying the allowed vehicle-related costs, both direct and allocated, for the most-recently completed Rate Period by one plus the Annual Percentage Change in the Motor Vehicle Maintenance and Repair Index, and (ii) multiplying the result of step one once more by one plus the Annual Percentage Change in the Motor Vehicle Maintenance and Repair Index.
- c) Forecasted fuel costs shall be calculated for the coming Rate Period by (i) multiplying the allowed fuel costs, both direct and allocated, for the most-recently completed Rate Period by one plus the Annual Percentage Change in the Fuel Index, and (ii) multiplying the result of step one once more by one plus the Annual Percentage Change in the Fuel Index.
- d) Forecasted Net Recyclables Processing Revenue or Processing Costs.
- e) Forecasted Net Yard Waste Materials Processing Costs shall be calculated for the coming Rate Period in the following manner:  
Forecasted Net Yard Waste Materials Processing Cost = (Net Yard Waste Materials Processing Cost per Ton for the then-current Rate Period) x (1 + Annual Percentage Change in the CPI-U) x (total Tons of Yard Waste Materials Collected for the most-recently completed 12-month period ending June 30)
- f) Forecasted other costs shall be calculated for the coming Rate Period by (i) multiplying the allowed other-related costs, both direct and allocated, for the most-recently completed Rate Period by one plus the Annual Percentage Change in CPI-U, and (ii) multiplying the result of step one once more by one plus the Annual Percentage Change in the CPI-U.
- g) Forecasted direct depreciation expense shall be the amount specified in Exhibit C1 for vehicles, Containers, and facilities. Direct depreciation expense is a fixed cost and is not subject to inflation.
- h) Forecasted allocated labor-related, vehicle-related, general and administrative, and other costs shall be calculated for the coming Rate Period by (i) multiplying the allowed other-related costs for most-recently completed Rate Period by one plus the Annual Percentage Change in CPI-U, and (ii) multiplying the result of step one once more by one plus the Annual Percentage Change in CPI-U.

- i) Forecasted allocated depreciation and start-up expense shall be the amount specified in Section 2.A.7 of Exhibit C1 for vehicles, Containers, and facilities.
- j) Forecasted Total Annual Cost of Operations for the coming Rate Period shall equal the sum of the following costs, which shall have been calculated in accordance with the procedures in this Exhibit D2:
  - i. Forecasted labor-related costs
  - ii. Forecasted vehicle-related costs (excluding fuel and depreciation costs)
  - iii. Forecasted fuel costs
  - iv. Forecasted Net Recyclable Materials Processing Revenues
  - v. Forecasted Net Yard Waste Materials Processing Costs
  - vi. Forecasted other costs
  - vii. Forecasted direct depreciation expense
  - viii. Forecasted allocated labor-related, vehicle-related, general and administrative, and other costs
  - ix. Forecasted allocated costs for depreciation and start-up

**B. Forecast Profit**

Contractor shall be entitled to Profit on Forecasted Total Annual Cost of Operations. Profit shall be calculated using an operating ratio of eighty-five\_ percent (85\_%) as proposed by Contractor. Profit shall be calculated using the following formula:

$$\text{Profit} = (\text{Forecasted Total Annual Cost of Operations} / \text{Operating Ratio}) - \text{Forecasted Total Annual Cost of Operations}$$

For example:

- 1) Assuming an operating ratio of 92%
- 2) Assuming a Forecasted Total Annual Cost of Operations of \$1,000,000
- 3) Profit = (\$1,000,000 / 0.92) - \$1,000,000 = \$86,956.52

**C. Forecast Pass-Through Costs**

Pass-Through Costs for the coming Rate Period shall be forecasted in the following manner:

- 1) Disposal Costs. The Disposal Costs shall be calculated by multiplying the per-Ton Disposal fee at the Designated Disposal Facility and Designated Transfer Facility (to be specified by the City) for the coming Rate Period by the total Tons of Solid Waste Collected for the most-recently completed Rate Period.
- 2) Forecasted Interest Expense. Interest Expense is 2.5 percent\_ per year and shall not be adjusted over the Term of the Agreement.

- 3) Forecasted Direct Lease Costs. Direct Lease Costs are \$\_\_0\_\_ per year and shall not be adjusted over the Term of the Agreement.
- 4) Forecasted Allocated Lease Costs. Allocated Lease Costs are \$\_\_0\_\_ per year and shall not be adjusted over the Term of the Agreement.
- 5) Cost of Rate Adjustment Process. Costs incurred by the City related to the review of the Rate adjustment process, including consulting and legal fees. Such amounts shall be provided by the City.

**D. Other Adjustments**

1. General. From time to time during the Term of the Agreement, it may be necessary to make other adjustments to the compensation calculations. All such adjustments shall be subject to the approval of the City Contract Manager. For example, if the Contractor obtains grant funds or subsidies, the annual amount of funds Contractor received or is forecasted to receive shall be reflected as an adjustment. In such case, the adjustment would be a reduction to the Total Calculated Costs to reduce the Rates since Contractor has secured funds from other sources to cover a portion of the costs required to provide service to the City.
2. "Roll-Over" of Dollars Exceeding Rate Cap. In the event that the calculated Rate increase exceeds five percent (5%) in any Rate Period, and Contractor accepts a Rate increase of no more than five percent (5%), Contractor shall have the ability to include the excess dollar amount as an adjustment to the Total Calculated Costs in Contractor's Rate adjustment application for the following year. Contractor's ability to "roll-over" such excess calculated costs shall not expire until the expiration or early termination of the base Term of this Agreement. In the event that there are remaining excess (i.e. "rolled-over") calculated costs which have not been included in the Rates for any Rate Period upon expiration or early termination of this Agreement, Contractor shall not be compensated for the excess costs.

**3. Projected Gross Rate Revenue**

Projected Gross Rate Revenue at then-current Rates shall reflect projected annual Gross Rate Revenues from all Customers based on then-current Rates and then-current Customer Service Levels.

**4. Rate Adjustment Factor**

The Rate Adjustment Factor shall equal the Forecasted Total Calculated Costs for the coming Rate Period divided by the Projected Gross Rate Revenues calculated in accordance with Section 2 herein. The Rate Adjustment Factor shall be rounded to the nearest thousandth.

**5. Adjustment of Rates**

Each then-current Rate shall be multiplied by the Rate Adjustment Factor to calculate the effective Rate for the coming Rate Period.



Missed Collections	Each Service Opportunity where Contractor fails to Collect a Container from a Customer who properly placed said Container for Collection.	Less than one (1) per one hundred (100) Service Opportunities	\$100/Event
Failure to Red Tag	Each failure or neglect to place approved red tag upon solid waste refused for collection for cause	Less than one (1) per one hundred (100) Service Opportunities	\$50/Event
Failure to Reposition Carts	Each failure to return carts to their Curbside position at the time carts are emptied.	Less than one (1) per one hundred (100) Service Opportunities	\$50/Event
Failure to Clean-Up Spillage	Each failure by Contractor to clean up: (1) any items or materials spilled during the Collection of a Container; or, (2) any fluids spilled or leaked from a Container or Collection vehicle prior to leaving the Collection location.	Less than one (1) per one hundred (100) Service Opportunities	\$100/Event
Failure to Deliver Recyclables	Each failure to deliver materials collected for recycling to the Approved MRF facility.	Less than one (1) per one hundred (100) Service Opportunities	\$100/Event

**6 Performance Area No. 2: Customer Service**

Overall Performance Indicator: The level of Customer service provided by Contractor shall be considered acceptable if the total number of Complaints received by City regarding Contractor does not exceed one (1) per one hundred (100) Total Service Opportunities in any calendar quarter. If the number exceeds this level, City may assess Liquidated Damages for the specific performance measures identified in the following table.

Failure to Commence Service	Any failure by Contractor to deliver a Cart and begin providing Collection to a Customer, at the Service Level requested by said Customer, within seven (7) calendar days of receiving such request. This may include a new Customer receiving new service or an existing Customer requesting a change in or addition to existing Service Levels.	Less than one (1) per 100 Service Requests	\$50/Event
Failure to Replace Container or Remove Graffiti	Any failure by Contractor to replace or repair a damaged Container within seven (7) calendar days of receiving such a request from a Customer, or any failure by Contractor shall remove	No acceptable failure level	\$50/Event

	graffiti from Containers within forty-eight (48) hours of identification by Contractor or notice by City or Customer if such graffiti includes any written or pictorial obscenities and otherwise within five (5) Business Days.		
Failure to Resolve Complaint	Any failure by Contractor to attempt to resolve or remedy a Complaint within seven (7) calendar days of receiving such Complaint.	Less than one (1) per 100 Complaints	\$100/Event
Failure to Answer Phones	Any failure by Contractor to answer a telephone call from a Customer during normal business hours. A call is considered to be answered if the Customer hangs-up or abandons the call following a hold time of less than three (3) minutes.	Less than one (1) per 100 Calls Received Under this Agreement	\$50/Event

By placing Designee's initials at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of Liquidated Damage provisions of the time that the Agreement was made.

Contractor  
Initial Here: \_\_\_\_\_

City  
Initial Here: \_\_\_\_\_

**EXHIBIT E. LIST OF CITY FACILITIES AND PUBLIC CONTAINERS**

**7 City Facilities**

<u>Location</u>	<u>Address</u>		<u>Size</u>	<u>Frequency</u>
<i>Dowding Pool</i>	15th & Washington	Trash- Seasonal	3 yard	1x per week
<i>Jerry Gilbert Pool</i>	29th & Jackson	Trash- Seasonal	3 yard	1x per week
<i>Sun Valley Pool</i>	53rd & Aspen	Trash- Seasonal	3 yard	1x per week
<i>Casio Pool</i>	Casio Dr & Lawrence Dr	Trash- Seasonal	3 yard	1x per week
<i>Fire Station</i>	2110 Farview St	Trash	3 yard	1x per week
<i>Fire Station</i>	2111 Farview St	Recycling	95 gallon cart	1x per week
<i>Gemini Park</i>	24th & Clay St	Trash	2 yard	1x per week
<i>Fire Station # 4</i>	25th & Blackhawk	Trash	3 yard	1x per week
<i>Fire Station # 5</i>	26th & Blackhawk	Recycling	95 gallon cart	1x per week
<i>Cemetery</i>	13th & Hancock	Trash	4 yard	1x per week
<i>Swanson Park</i>	31st & Cornhusker	Trash	3 yard	1x per week
<i>Firestation # 3</i>	9400 s 36th St	Trash	4 yard	1x per week
<i>Firestation # 4</i>	9401 s 36th St	Recycling	95 gallon cart	1x per week
<i>Fire Training</i>	31st & Cornhusker	Trash	6 yard	1x per week
<i>Fire Training</i>	32nd & Cornhusker	Recycling	2-95 gallon cart	1x per week
<i>Goldenrod Park</i>	8207 S 42nd St	Trash	8 yard	1x per week
<i>Goldenrod Park</i>	8208 S 42nd St	Trash- Seasonal	2-4 yards - trailers	1 x per week
<i>Baldwin Field</i>	Glavin Rd & Ludwig	Trash	6 yard	3x per week
<i>Bellevue Library</i>	1003 Lincoln Rd	Trash	3 yard	1x per week
<i>Bellevue Library</i>	1004 Lincoln Rd	Recycling	4-95 gallon cart	1x per

				week
<i>Reed Center</i>	1200 Lord Blvd	Trash	6 yard	3x per week
<i>Reed Center</i>	1201 Lord Blvd	Recycling	95 gallon cart	1x per week
<i>Street Dept South</i>	12805 S 9th St	Trash	3 yard	1x per week
<i>Haworth Ballfield</i>	Mission at the MO River	Trash- Seasonal	8 yard	3x per week
<i>Haworth Boat Ramp</i>	Mission at the MO River	Trash- Seasonal	6 yard	1x per week
<i>Haworth Campground</i>	Mission at the MO River	Trash- Seasonal	8 yard	1x per week
<i>Haworth Campground</i>	Mission at the MO River	Trash- Seasonal	3- 4 yard	2x per week
<i>Waste Water</i>	8902 Cedar Island	Trash	4 yard	1x per week
<i>Waste Water</i>	8903 Cedar Island	Recycling	95 gallon cart	1x per week
<i>Maintenace Shop</i>	Harlan Dr & Betz Rd	Trash	6 yard	2x per week
<i>Maintenace Shop</i>	Harlan Dr & Betz Rd	Recycling	95 gallon cart	1x per week
<i>Parks Dept</i>	Hancock & 31st St	Trash	6 yard	1x per week
<i>Parks Dept</i>	Hancock & 31st St	Recycling	2-95 gallon cart	on call
<i>Mechanical Shop</i>	Hancock & 31st St	Trash	8 yard	1x per week
<i>Mechanical Shop</i>	Hancock & 31st St	Trash- Seasonal	2-2 yard trailers	on call
<i>Senior Center</i>	Franklin & Mission	Trash	3 yard	2x per week
<i>City Hall</i>	Washington & Mission	Trash	3 yard	3x per week
<i>City Hall</i>	Washington & Mission	Recycling	95 gallon cart	EOW
<i>Street Dept. North</i>	8252 Cedar Island	Trash	2 yard	1x per week
<i>Post Office</i>	Jefferson & Mission	Trash	3 yard	3x per week
<i>City Office Annex</i>	Franklin & Mission	Trash	2 yard	2x per week
<i>Human Resource</i>	1908 Hancock	Trash	6 yard	1x per week

<i>McCann Field</i>	Lila Ave & Vernon Ave	Trash- Seasonal	3 yard	1x per week
<i>Shooting Range</i>	35th Ave & Hancock	Trash	3 yard	1x per month
<i>Police Investigation</i>	210 W Mission Ave	Trash	2 yard	1 x per week
<i>Fire Station # 1</i>	211 W 22nd Ave	Recycling	95 gallon cart	1 x per week
<i>Museum</i>	2401 Clay St	Trash	4 yard	1 x per month
<i>New City Hall</i>	1510 Wall St	Trash	8 yard	3x per week
<i>New City Hall</i>	1511 Wall St	Recycling	95 gallon cart	1 x per week

Contractor shall provide Collection service to other similar facilities which City may acquire during the term of the Agreement.

## 8 Public Containers

### Exhibit H. List of Current Non-Recyclable Plastics for Energy Bag Program

toothpaste tubes	cake mix liners	snack bags	plastic cups, plates, bowls
foam cups	stand-up pouches	condiment packets	salad bags
squeezable pouches	cereal pouches	plastic cereal box liners	laundry pouches
potato chip bags	packing peanuts	plastic liners from powdered mixes	microwavable pouches
pudding cups	foam "to-go" boxes	frozen potato bags	plastic cheese bags
plastic bread bags	plastic pet food bags	plastic meat packaging	frozen fruit bags
frozen vegetable bags	candy wrappers	plastic deli meat packaging	single-serve coffee pods
disposable razors (without the blades)	plastic straws & stirrers	hotdog bags	plastic utensils
plastic meat trays	juice pouches	all other non recycled plastic bags	



## EXHIBIT L. MAXIMUM RATES

<u>CART SIZE</u>	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>
35 GAL	\$12.36	\$12.62	\$12.93
65 GAL	\$14.95	\$15.22	\$15.54
95 GAL	\$17.54	\$17.83	\$18.17

- ADDITIONAL ENERGY BAGS
    - \$10/ROLL (20 BAGS)
    - ADDITIONAL ENERGY BAGS WILL BE PURCHASED THROUGH CONTRACTOR DIRECTLY AND DELIVERED TO RESIDENCE
  - EXTRA MATERIAL
    - \$2.00 FOR EACH ONE-HALF (1/2) CUBIC YARD
      - ½ CUBIC YARD IS APPROXIMATELY THE SIZE OF A 95 GALLON CART
    - \$1.00 PER BAG. (UP TO 13 GALLON SIZE)
    - NO SINGLE ITEM OF EXTRA MATERIAL CAN WEIGH MORE THAN 25 POUNDS
  - ADDITIONAL BULKY ITEM PICK UP
    - \$15.00 FOR EACH BULKY ITEM
    - ADDITIONAL BULKY ITEM PICK UP REFERS TO BULKY ITEM PICK UP REQUESTS AFTER THE TWO FREE PICK UPS AS INCLUDED IN THE CONTRACT . ITEMS MUST BE SIZED IN ACCORDANCE WITH BULKY ITEM DEFINITION PER CONTRACT.
  - BULKY NON-RECYCLABLE MATERIALS (OVERSIZED)
    - WILL BE NEGOTIATED BETWEEN CONTRACTOR AND RESIDENT.
-

**EXHIBIT N. CONTRACTOR'S PROPOSAL, RATE PERIOD ONE, TWO, THREE**



Epiphany,

Attached is the proposed price increases for the next three years per the contract between City of Bellevue and Papillion Sanitation.

As you are probably aware, shortly after starting the new contract back in May of 2018, the recycle prices drastically increased. When we put our numbers together for the RFP, recycle processing costs were ~\$27/ton. In 2019 the price at Firstar jumped to \$110/ton and have stayed at that price since. In order to re-coop some of this 400%+ increase in costs, we have needed to pass some of this cost onto our customers. When the processing costs originally went up, we passed along a 24% surcharge to all of our subscription recycle customers.

We are proposing a contract amendment to process recycling at NebraskaLand instead of Firstar Fiber with a price increase of 3.3% per year over the next three years, effective 5/1/21.

Pricing breakdown for the next three years:

5/1/21 – 4/30/22:

35 Gallon (Small) - \$13.36  
65 Gallon (Medium) - \$16.05  
95 Gallon (Large) - \$18.77  
Extra Cart - \$9.30

5/1/22 – 4/30/23:

35 Gallon (Small) - \$13.80  
65 Gallon (Medium) - \$16.58  
95 Gallon (Large) - \$19.39  
Extra Cart - \$9.61

5/1/22 – 4/30/23:

35 Gallon (Small) - \$14.26  
65 Gallon (Medium) - \$17.13  
95 Gallon (Large) - \$20.03  
Extra Cart - \$9.93

Please let us know if you have any questions.

Thank you,  
Papillion Sanitation



## City of Bellevue Waste Water Department

8902 Cedar Island Road • Bellevue, Nebraska 68147 • (402) 293-3135

WW Memo  
To: Doug Clark  
CC: Jim Ristow  
From: Epiphany Ramos  
Date: 06/29/2021  
RE: Solid Waste Fee Increase 2021  
Attachments: Papillion Sanitation Letter received 05/27/2021

Pursuant to the Solid Waste Franchise Agreement executed in September of 2017, the Solid Waste and Waste Water Department has completed an audit of the third party billing process, as well as an internal rate analysis. It is the recommendation of this Department that an overall increase to Solid Waste Fees for 2021-2022 should be 2.5%. This will have a fiscal impact to Fund 17-Solid Waste, account 4018, for a projected increase of \$514,653.60 over previous year's Full Year Budget for this account. Though our contracted hauler is proposing a 3.3% increase for the same period, we feel management of this fund should result in a projected net zero impact on the General Fund.

It is the recommendation of this department that the residential collection fees be as follows:

\$14.99 per month, per residence for 35-gallon service  
\$18.19 per month, per residence for 65-gallon service  
\$21.19 per month, per residence for 95-gallon service  
\$15.00 for each bulky item pick up  
\$2.00 for each one-half (1/2) cubic yard extra material, not to exceed 25 pounds  
\$1.00 for each extra bag of material, not to exceed 13 gallons or 25 pounds  
\$9.30 for each additional cart

Overall, the current Solid Waste Program Goals are being met or exceeded. Success of the future of this program is largely based on closely monitoring the fund and managing contract deliverables. If the recommended fee increase is accepted, an update to the Master Fee Schedule and an Addendum to the Solid Waste Franchise Agreement will be required. Residential Trash Fees should be evaluated annually and increased as needed.

Approved  
Doug Clark  
06/29/2021





NEBRASKALAND  
RECYCLING

CITY OF BELLEVUE  
ADMINISTRATION REPORT

June 30, 2021

**Administration**

- Weekly legislative meeting with Lobbyist and UCSC to review bills that impact Bellevue/Sarpy.
- Sidewalk Committee review with Chairperson Kathy Welch.
- Weekly meetings with Sarpy County and Sarpy Cities for Wastewater Agency issues.
- Bi-monthly Agenda meeting
- Met with Chamber Chairperson to discuss Economic Development and state of the Chamber.
- Meeting with City real estate representative regarding project development.
- Legal department meeting regarding ordinances.
- Legal department meeting regarding ongoing litigation and court cases.
- Private developer meeting for potential project on Hwy 34.
- Community event planning.
- Meeting with Planning and Public Works to review street access to 25<sup>th</sup> Street.
- Meeting with Beardmore management to discuss Ft. Crook Rd. entry points.
- Planning session regarding Sewer Agency and subsequent agreements along with agency boundary changes.
- BPOA negotiations.
- Public Works meeting to discuss building maintenance.
- Meeting with legal and outside counsel regarding CIR case.
- Meeting to review MOU with Sarpy Museum and future project development in addition to breaching specific sections in the lease agreement
- Meeting with PW to review Cemetery operations
- Meeting with Twin Creek development regarding flood plain and development.
- Budget Taskforce meeting.
- CEAB negotiations.
- Attended Sarpy Leadership graduation for Captain Dargy.
- Meeting with Legal and PW to finalize WW agreements.
- Meeting with Legal and Finance – ARP Funds.
- Meeting with Legal for pre-trial preparation.
- Meeting with Bellevue University on project development.
- Meeting with HR and Insurance provider to review in-house procedures.
- Code Enforcement Appeal
- Meeting with Library and PW to update construction project.
- Meeting with developer on Olde Towne project.
- Meeting with Kelly O'Brien, U.P., regarding 25<sup>th</sup> Street crossing.
- BP personnel matter.
- Meeting with individual council members to discuss Chamber issue.
- Fire department meeting – operational issues.
- BPMA negotiations.
- 55<sup>th</sup> Change of Command
-

**Community Development**

**Planning**

- Met with a multi-family residential developer
- Conducted a Citizen Complete Streets Advisory Panel meeting
- Coordinated B Cycle installation with Heartland Bike Share and the NRD
- Interviewed finalists for the Parks Master Plan

**Permits and Inspections**

Performed 768 Inspections

Issued 33 new permits for single family dwellings

**Code Enforcement**

Notices Issued -162

Red Tags –24

Clean ups – 26

Calls – 1,302

Towed Vehicles –1

Tree Removals – 0

**Communications**

Updated the website and social media ongoing summer activities and fireworks information

Working with the BPD on a survey notification mailer

Working with Bellevue Community Foundation on Bellevue Rocks the River

Helping to coordinate B Cycle kick-off near Culvers

**Finance**

**(See Attached)**

**City Clerk**

- Citizen Communication – Topic for Consideration Forms received by Clerk’s Office (Month of June - No Forms for Consideration were received).
- Continue to work on putting fillable applications and forms on website to make it more user friendly when applying for licenses and/or permits.
- Codification Project Update – We have received the updated pages for the City Council Manuals which have all been replaced in the manuals. The website has also been updated through Ordinance No. 4027, passed on 3/2/2021. Next group of ordinances will be sent to American Publishing following the July 20<sup>th</sup> meeting.
- Firework Applications –20 Firework Stands were inspected and opened June 25<sup>th</sup> to sell fireworks.
- Next Board of Equalization meeting is scheduled for July 20<sup>th</sup>.

**Public Works**

**Engineering:** \_\_\_\_\_

Reviewing Priority Project for the City of Bellevue

- a. Identifying Century Link’s Responsibilities to Remove \$100K of Infrastructure on South 36<sup>th</sup> Street Project.
- b. Working to Complete Looking Glass Splash Pad
- c. Reviewing Park Study Proposals
- d. Addressing Gregg Road Complaint

**Facilities**

- a. Repairing and Updating BELLEVUE Letters
- b. Completing HVAC System Up Grade for 1500 Wall Street
- c. Reviewing Pool Structural Issues
- d. Posting Hiring for 2 New Mechanics and a Shop Assistant
- e. Repairing Vehicles for Long Service Duty Due to Lack of Available New Vehicles

**Parks:**

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- a. Mowing Season is in Full Swing, Maintaining Parks
- b. All Summer Sports and Training Programs are Operational Full Schedule of Events
- c. Managing Extreme Shortage of Lifeguards to Keep Pools Open Under Difficult Conditions

**Street Maintenance:**

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- a. City Wide Street Repair
- b. Completed CIP and Budget
- c. Reviewing Issues Associated with On Street Storage of Construction Materials

**Waste Water:**

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- a. Working On Proposals for Sarpy County Waste Water and City of Bellevue Interlocal Agreement for South of the Ridge Development in Bellevue ETJ
- b. Reviewing Applications for Job Opening in the Department
- c. Completed CIP and Budget for 2022

**Library**

- The Bellevue Public Library has been featured on local TV news channels, highlighting some of the library's new collections and services. On June 6, WOWT did a segment on the library's new movie Binge Box collection. KMTV3 did a story on the Kids Cruisin' Kitchen summer meal program on June 9 and a story on the library's new internet hotspot checkout program on June 16. They are also planning to run a feature on the library's hosting of the Library Innovation Studios project on July 1.
- The Bellevue Public Library Advisory Board met on Wednesday, June 16, for their regular, monthly meeting. Children's Librarian Michelle Bullock and Young Adult Librarian Crystal Anderson provided Board members overviews of their 2021 Summer Library Programs. Both programs run from May 30 to July 31. The Board also heard a review of the 2021 Adult Library Program which concluded May 16<sup>th</sup>. Laura Whitehead, Head of Adult Services, told the Board that over 800 books were read, 392 take-home kits were distributed, 144 persons attended in-person events, 177 persons attended virtual events, and 95 persons participated in virtual games through the library's social media. The Board also received notification from the Nebraska Library Commission that they had achieved certification through June 2024 as part of the state Public Library Board Certification Program.
- The library completed an update of its main automation system on June 3. Sandra Astleford, Systems Administrator, managed the upgrade with SirsiDynix for the Symphony Integrated Library System.

CITY OF BELLEVUE  
ADMINISTRATION REPORT

- The Omaha Chapter of the Daughters of the American Revolution donated \$385 to be used to purchase books and other materials related to children and military families. In the fall, some of the monies will be used for prizes in an essay contest related to military families.
- Library staff continue to be busy helping community members in using maker machines as part of the Library Innovation Studios (LIS) project. From May 2 to June 16, the laser cutter/engraver machine had been used 133 times, the 3D printer 85 times, the CNC router 46 times, the heat press 43 times, the button maker and the embroidery machine 15 times each, the vinyl cutter 7 times and the audio/music kits 6 times. The Friends of the Bellevue Public Library helped host an open house for the LIS on Sunday, June 13, from 1 to 4 p.m. In addition to gaining information about the machines, the public were eligible to win some items made by staff and the Friends. The LIS project will be at the library through August.
- The Junior Friends volunteers of the library participated in a Spirit Night at Chick-fil-A on June 25, receiving 10 percent of the evening's sales to use toward Children's programs.

### **Police**

- 06/01 – City Council Meeting
- 06/02 – Youth Academy kick-off
- 06/09 – Lunch with Capt. Sutter – NSP
- 06/11 – Bellevue Community Foundation Golf Outing
- 06/15 – City Council Meeting
- 06/16 – NLETC PSAC Meeting
- 06/23 – Budget Task Force Meeting
- 06/24 – First Responders Foundation Meeting
  - Anti-defamation League meeting – Gary Nachman
  - Lunch w/ HR Dept.
- 06/25 – 30x30 Webinar
- 06/28 – Regional Police Chief's Meeting
- 06/29 – Budget Task Force Meeting

### **Fire**

**(See Attached)**

1. Month-end/Year-end financials

June 2021 YTD numbers reflecting favorable results. Full year is expected to track budget or a little better.

City-Wide Financials - Year-To-Date June 2021 (Estimated)

	YTD May 2021 (Estimated)				Full Year 2021 Forecast		
	Actual + June Fcst	Budget	Variance	Prior Year Actual	Actual	Budget	Variance
<b>Revenues</b>							
Property Taxes	725,886	725,886	-	626,758	28,715,639	28,715,639	-
Sales Taxes	1,344,493	1,062,608	281,885	928,543	12,751,300	12,751,300	-
Occupation/Business Taxes	84,884	177,991	(93,107)	61,655	2,221,283	2,221,283	-
Other Revenues	6,640,107	2,998,491	3,641,616	34,321,150	55,624,196	55,624,196	-
<b>Total Revenues</b>	<b>8,795,370</b>	<b>4,964,976</b>	<b>3,830,394</b>	<b>35,938,106</b>	<b>99,312,418</b>	<b>99,312,418</b>	<b>-</b>
<b>Expenditures</b>							
Personnel	2,504,161	3,539,135	1,034,974	2,365,427	32,805,878	32,805,878	-
Department Expenditures	1,427,509	1,814,002	386,493	1,329,510	22,820,155	22,820,155	-
Capital Expenditures	830,636	44,806	(785,830)	470,223	25,998,506	25,998,506	-
Other Expenditures	907,078	1,040,695	133,617	33,615,831	15,687,879	15,687,879	-
<b>Total Expenditures</b>	<b>5,669,384</b>	<b>6,438,638</b>	<b>769,254</b>	<b>37,780,991</b>	<b>97,312,418</b>	<b>97,312,418</b>	<b>-</b>
<b>Net Revenues</b>	<b>3,125,986</b>	<b>(1,473,662)</b>	<b>4,599,648</b>	<b>(1,842,885)</b>	<b>2,000,000</b>	<b>2,000,000</b>	<b>-</b>
<b>Cash Balance</b>	<b>33,236,888</b>			<b>16,152,930</b>			

2. Debt (No Change To Budget)

Debt increased with annexations, as planned. Manageable.

City of Bellevue  
2020-21 Annual Budget  
Bonded Indebtedness

	Total Debt	Total Debt to Valuation	Highway Allocation Bonds	Wastewater Bonds	Net GO Debt	G.O. Debt to Valuation
Beginning Bonded Indebtedness at 10-01-19	\$ 53,370,000	1.57%	\$ 7,505,000	\$ 2,415,000	\$ 43,450,000	1.28%
Principal Payments During Year	(4,955,000)		\$ (410,000)	\$ (240,000)	\$ (4,305,000)	
New Debt Issued (Includes Annexation Debt Acquired)	30,490,000		\$ -	\$ -	\$ 30,490,000	
Ending Bonded Indebtedness at 09-30-20	78,905,000	1.80%	\$ 7,095,000	\$ 2,175,000	\$ 69,635,000	1.59%
Principal Payments During Year	(5,390,000)		\$ (435,000)	\$ (250,000)	\$ (4,705,000)	
New Debt To Be Issued	13,640,000		\$ 5,340,000	\$ 1,700,000	\$ 6,600,000	
Ending Bonded Indebtedness at 09-30-21	\$ 87,155,000	1.99%	\$ 12,000,000	\$ 3,625,000	\$ 71,530,000	1.63%

Valuation: \$4,379,801,232 (Valuation "re-certified" by Assessor to \$4,375,426,659 on 9/18/2020)

3. Budget Summary (Increase to Budget due to \$4.2 million ARPA Restricted Funds)

**City of Bellevue  
Cash Roll-Forward  
2020-21 Annual Budget**

	<b>Total</b>
<b>Forecasted Fund Balance (Cash) at 09-30-20</b>	<b>\$ 21,230,661.63</b>
<b>Budgeted Revenues</b>	<b>\$ 99,312,417.54</b>
<b>Budgeted Expenditures</b>	<b>\$ 97,312,417.54</b>
<b>Budgeted Net Increase</b>	<b>\$ 2,000,000.00</b>
<b>Budgeted Fund Balance (Cash) at 09-30-21</b>	<b>\$ 23,230,661.63</b>

4. Finance Activities (other than regular A/R, A/P and accounting)

- a. 2021-2022 budget is anticipated to use some of the cash reserves built up over the past two years to replenish resources, adequately staff departments and perform needed infrastructure improvements, including street projects. Internal meetings have been held with department heads, administration and the Budget Task Force to create clear and agreed-upon direction of the planned spending.
- b. The City received one half, \$4.2 million, of its \$8 million allotment of the American Rescue Plan Act (ARPA). Those funds will be spent as allowed by the Act.



# City of Bellevue

## Fire Department

211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

### Bellevue Fire Department Council Report

Report Date 6/29/2021

#### A. General Items:

- QA/QI
- Testing out 1 paramedic from ALS probation this week
- Omaha Metro Healthcare Coalition meeting Monday 7-12
- Assisting our 4 people who will be attending paramedic school in the fall with pre-requisites/ordering books for those students
- Part time academy completed and part time firefighters starting shifts.
- Continue to work on new desk phone system changeover.

#### B. Training:

- Medi-bike training will complete this week-we will have 9 people trained
- Mandatory EMS training for part-time personnel on 7-17 (this is 2<sup>nd</sup> of 3 for this bid cycle)
- Firefighter mayday review
- Fire apparatus engine (FAE) training will begin soon. The goal is to get all our drivers trained to FAE III level.
- Continuing to mentor our Captains so can act as Battalion Chiefs.

#### C. Inspections:

- Two supplemental plan reviews for One World Health 2207 Georgia Ave.
- Fire sprinkler remodel plan review Gross High School 7700 S. 43<sup>rd</sup> St.
- Fire alarm remodel plan review Gross High School 7700 S. 43<sup>rd</sup> St.
- Under ground tank inspection Mega Saver 11511 S. 36<sup>th</sup> St.
- State health care inspection Bellevue Health Center 1002 W Mission Ave.
- Remodel plan review Walmart 10504 S 15<sup>th</sup> St.
- Remodel plan review Sinclair 1009 W. Mission.
- Under ground tank inspection Buck's 3003 Samson Way.
- Fire work stands inspections. (20 stands)
- Remodel plan review 601 Galvin Rd. S. Physicians Mutual.





# City of Bellevue Fire Department

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## D. Calls: June 15<sup>th</sup> through June 28<sup>th</sup>

Fire – 51  
Rescue - 173

## E. Ambulance Billing

May 1-31, 2021

\$ 185,701.00 has been billed out to insurance companies (237 insurance claims)  
<\$ 83,565.45> approximate amount we will have to write off due to mandatory adjustments/write-offs  
(45% of \$185,701.00 )

**\$ 102,135.55** is the anticipated, approximate net revenue from these insurance billings

### Deposited into Bank:

**\$ 87,519.45** deposited into the bank May 1-31, 2021  
8,571.65 additional revenue in Credit/Debit card payments were received May 1-31, 2021.  
**\$ 96,091.10** TOTAL May 1-31, 2021 rescue fee revenue

### Statement Billing:

331 statements were mailed to patients for unpaid account balances  
These statements totaled \$ 183,010.66  
This is money owed the City from patients who have balances on their accounts after their insurance has paid  
**OR** patients who are self-pay.

## F. Manpower Report Staffing

Staffing Report from 5/24/2021 through 5/30/2021

Monday	AM	E1, T21 & E41	3-Person	
Monday	PM	E1 & E41	3-Person	
Tuesday	AM	E1, T21, & E41	3-Person	
Tuesday	PM	T21 & E41	3-Person	
Wednesday	AM	E1, T21, E31 & E41	3-Person	
Wednesday	PM	Full		
Thursday	AM	E1, T21, E31 & E41	3-Person	
Thursday	PM	E1	3-Person	
Friday	AM	E1, E31 & E41	3-Person	No EMS Sup.
Friday	PM	E1 & E31	3-Person	
Saturday	AM	E31 & E41	3-Person	
Saturday	PM	E1, T21 & E31	3-Person	
Sunday	AM	E1, T21, E31 & E41	3-Person	No EMS Sup.
Sunday	PM	E41	3-Person	





# City of Bellevue

## Fire Department

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### Staffing Report from 5/31/2021 through 6/6/2021

Monday	AM	Full		
Monday	PM	Full		
Tuesday	AM	E1, T21, E31 & E41	3-Person	
Tuesday	PM	Full		
Wednesday	AM	T21, E31 & E41	3-Person	
Wednesday	PM	Full		
Thursday	AM	T21, E31 & E41	3-Person	
Thursday	PM	E31 & E41	3-Person	
Friday	AM	T21 & E41	3-Person	
Friday	PM	E31 & E41	3-Person	
Saturday	AM	E1, T21 & E31	3-Person	No EMS Sup.
Saturday	PM	E1, T21, E31 & 41	3-Person	
Sunday	AM	E1, E31 & E41	3-Person	
Sunday	PM	E41	3 Person	No EMS Sup.

### Staffing Report from 6/7/2021 through 6/13/2021

Monday	AM	Full		No EMS Sup.
Monday	PM	Full		No EMS Sup.
Tuesday	AM	E1, T21 & E31	3-Person	No EMS Sup.
Tuesday	PM	E1	3-Person	
Wednesday	AM	E1, & T21	3-Person	
Wednesday	PM	T21	3-Person	
Thursday	AM	E1, T21 & E41	3-Person	
Thursday	PM	T21, & E41	3-Person	No EMS Sup.
Friday	AM	E1, T21, & E31	3-Person	
Friday	PM	E1, T21, E31, & E41	3-Person	No EMS Sup.
Saturday	AM	E1, T21, & E31	3-Person	No EMS Sup.
Saturday	PM	E1, T21, E31 & E41	3-Person	No EMS Sup.
Sunday	AM	T21, E31 & E41	3-Person	
Sunday	PM	E31 & E41	3-Person	





# City of Bellevue Fire Department

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## Staffing Report from 6/14/2021 through 6/20/2021

Monday	AM	E41	3-Person	
Monday	PM	Full		
Tuesday	AM	E41	3-Person	
Tuesday	PM	Full		
Wednesday	AM	E1, & E41	3-Person	
Wednesday	PM	Full		
Thursday	AM	E1	3-Person	
Thursday	PM	Full		
Friday	AM	E1, E41	3-Person	
Friday	PM	E1, E31 & E41	3-Person	
Saturday	AM	E1, T21, E31 & E41	3-Person	No EMS Sup.
Saturday	PM	E1, T21, E31 & E41	3-Person	No EMS Sup.
Sunday	AM	E1, T21, E31 & E41	3-Person	
Sunday	PM	E1, & E31	3-Person	

## Staffing Report from 6/21/2021 through 6/27/2021

Monday	AM	E1, E31, & E41	3-Person	
Monday	PM	E1, & E41	3-Person	
Tuesday	AM	E1, T21, E31 & E41	3-Person	
Tuesday	PM	Full		
Wednesday	AM	T21, E31 & E41	3-Person	
Wednesday	PM	E41	3-Person	
Thursday	AM	Full		
Thursday	PM	Full		
Friday	AM	E1, & E31	3-Person	
Friday	PM	E41	3-Person	No EMS Sup.
Saturday	AM	E1, E31 & E41	3-Person	
Saturday	PM	T21, & E31	3-Person	
Sunday	AM	E1, T21, & E31	3-Person	
Sunday	PM	E1	3-Person	

