

Bellevue City Council Meeting

Tuesday, July 20, 2021 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Steve Holdaway, LifeSpring Church, 13904 South 36th Street, Bellevue.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
 - a. Approval of the Agenda
 - b. Approval of the Consent Agenda *(Items marked with an (*) are approved where this item is, unless otherwise removed)*
 1. (*) Approval of the July 6, 2021 City Council Minutes.
6. (*) APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS: None
8. ORGANIZATIONAL MATTERS:
 - a. (*) Recommend reappointment of Sue Cutsforth and Rich Casey to the Bellevue Planning Commission for a three-year term, ending August 2024. (Mayor Hike)
 - b. (*) Recommend to approve changes of City Council Members serving on Task Forces and Committees, as noted on attached memorandum. (City Council President)
 - c. (*) Recommend reappointment of Doug Hill, Ralph Gladbach, Steve Knutson, and Steve Johnson to the Design Review Board for a three-year term, ending August 2024. (Mayor Hike)
9. APPROVED CITIZEN COMMUNICATION: None
10. LIQUOR LICENSES: None
11. ORDINANCES FOR ADOPTION (3rd 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 to small subdivision plat 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)
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
 - a. 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)
 1. Request to preliminary plat Lots 1 through 5, Svendsen Acres Replat One. **(No Action Required)**

2. Request to final plat Lots 1 through 5, Svendsen Acres Replat One. **(No Action Required)**

3. Waiver of Section 6-4, Subdivision Regulations, regarding Street Design Standards. **(No Action Required)**

b. 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)

1. Request to preliminary plat Lot 1, Redwood 25. **(No Action Required)**

2. Request to final plat Lot 1, Redwood 25. **(No Action Required)**

13. ORDINANCES FOR INTRODUCTION (1st reading):

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. Public hearing to obtain citizen input on the CDBG 2021 Action Plan with proposed funding recommendations. (Finance Director/CDBG Program Specialist)

1. Approve and authorize Mayor to sign the 2021 Action Plan including Resolution 2021-25: Authorizing Mayor to submit the 2021 Action Plan for the October 2021 - September 2022 Program Year; SF-424/424D; and Entitlement Certifications.

15. RESOLUTIONS: None

16. CURRENT BUSINESS:

a. Approve and authorize the Mayor to sign the Interlocal Agreement with the City of Omaha with Bellevue's cost in an amount not to exceed \$154,715.00, plus a 10% contingency of \$15,471.50, for a total project cost in an amount not to exceed \$170,186.50, for the Harrison Street, 36th to 48th St., Overlay Project. (Public Works Director)

b. Approve and authorize the Mayor to sign the Franchise Agreement Addendum to original 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. (Public Works Director/Wastewater & Solid Waste Superintendent)

1. Resolution No. 2021-20: Approval 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. (Public Works Director/Wastewater & Solid Waste Superintendent)

c. Approve and authorize the Mayor to sign the agreement with Alfred Benesch & Company for professional engineering services for Capehart Road Improvements, 27th to 36th Street Project, in an amount not to exceed \$91,556.00. (Public Works Director)

d. Approve and authorize Mayor to sign agreement with Alfred Benesch & Co. for professional services for Schilling Drive from 9th Street to 13th Street, Bridge Removal, in an amount not to exceed \$21,130.00. (Public Works Director)

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 - July report will be attached to the August 3rd Council packet)**

18. CLOSED SESSION:

a. Litigation Update

19. ADJOURNMENT

MINUTE RECORD

Bellevue City Council Meeting, July 6, 2021, Page 1

A regular meeting of the Mayor and Council of the City of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on the 6th of July 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 Andrew Diorio, Midlands Baptist Church, 2407 Chandler Road East, 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.

Motion was made by Preister, seconded by Burns, to amend the agenda moving Item No. 16a then 15a to follow 16f. 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.

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

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Preister, seconded by Cook to approve the consent agenda consisting of the following items: Approval June 15, 2021 City Council Minutes; Acknowledge Receipt of June 24, 2021 Planning Commission Minutes; Approval of Claims; and Recommendation to reappoint Steffi Swanson to the Bellevue Housing Authority to serve a five-year term, ending July 2026.

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: Consent Item

APPROVED CITIZEN COMMUNICATION: None

LIQUOR LICENSES:

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)

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

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

Motion was made by Cook, seconded by Welch, to recommend to the Nebraska Liquor Control Commission 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.

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

Recommend approval of 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)

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

The applicant was present to answer any questions. No one in the audience came forth to speak in support of or in opposition to the application. Mayor Hike declared the public hearing closed.

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Motion was made by Cook, seconded by Welch, to recommend to the Nebraska Liquor Control Commission 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.

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

ORDINANCES FOR ADOPTION (Third 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 to provide for an effective date was read for the third and final time.

Motion was made by Stinson, seconded by Preister, to approve Ordinance No. 4039. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

ORDINANCES FOR PUBLIC HEARING (Second 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 and the 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. (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 36th Street and Lexington Avenue, more particularly described in Section 1 of the Ordinance was read by title only for the second time and a public hearing was held.

Mayor Hike also read Item 12a.1, a 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 which will be part of the public hearing.

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

Mr. Brian Akert, 119 S. 49th Avenue, with Holland Basham Architects, was present on behalf of the applicant and to answer questions. He addressed a couple of comments that were sent in by letters. The first letter referenced the applicant, Sage Capital, LLC, as being an out of state developer but he stated they actually are here in Omaha. The second letter referenced rain water collection on site and he stated they are regrading so it drains to north away from southern property limits. There are two detention basins on the north side of site next to Lexington. He stated as they are regrading, ridge lines are changing a little bit so less area will actually be draining to the south than there is today. Anything being paved will be caught in the two detention basins and taken to north into storm sewer.

Mayor Hike asked if the city was happy with the drainage plan. Tammi Palm, Planning Manager, stated the engineers are comfortable with the drainage plan, as submitted.

Mr. Akert and Mrs. Palm answered any questions or concerns the Council Members had.

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.

Mayor Hike stated the third and final reading of the ordinance will be heard at the Council meeting on July 20, 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 second time and opened for public hearing.

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

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

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Mayor Hike stated the third and final reading of the ordinance will be heard at the Council meeting on July 20, 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 second time and opened for public hearing.

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

No one from 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 20, 2021.

ORDINANCES FOR INTRODUCTION: (First Reading):

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)

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, NE; 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 was read for the first time.

Motion was made by Preister, seconded by Welch, to waive the rule requiring three readings, hold a public hearing and vote after the public hearing tonight. 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.

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

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

Motion was made by Preister, seconded by Welch, to approve Ordinance No. 4043. 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.

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., Saryp 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)

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 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 20, 2021.

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., Saryp 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)

Ordinance No. 4045: 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

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at or about South 25th Street and Cornhusker Road, 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 20, 2021.

PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES:

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)

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

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

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

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

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

Mr. Tom Deall spoke in favor of the naming of Everett Park tennis courts in honor of the late Bill Batchelor.

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

Motion was made by Stinson, seconded by Welch, to approve the recommendation supporting the request to name Everett Parks tennis court as "Bill Batchelor Tennis Courts". 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.

RESOLUTIONS:

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

Motion was made by Welch, seconded by Cook, to approve Resolution No. 2021-21: A resolution adopting the 2021 Papio-Missouri River Natural Resources District Multi-Jurisdictional Hazard Mitigation Plan Update. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

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)

Motion was made by Stinson, seconded by Preister, to 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.

Mr. John Hassett, with Advanced Gaming Technologies, was present to answer any questions.

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

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.

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

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

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)

Motion was made by Welch, seconded by Stinson, to approve Resolution No. 2021-24: A resolution approving and authorizing the Mayor to sign Agreement with Beardmore Hyundai to share in costs for certain improvements at the intersection near 1203 Fort Crook Road North. Roll call vote on motion to approve was as follows: Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

CURRENT BUSINESS:

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)

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

Approve and authorize the Mayor to sign the 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)

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

Approve and authorize the Mayor to sign the 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)

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

Approve and authorize the Contract Amendment for Ultimate Kronos Group, f/k/a Ultimate Software Group, for the City's payroll and HRIS system. (HR Director)

Motion was made by Preister, seconded by Welch to approve and authorize the Contract Amendment for Ultimate Kronos Group, f/k/a Ultimate Software Group, for the City's payroll and HRIS system. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Approve and authorize the Mayor to sign the 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)

Motion was made by Burns, seconded by McCaw to 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.

Councilman Preister had some questions on the Addendum with Papillion Sanitations, on the city's recycling program and on the site of Nebraskaland Recycling. Doug Clerk, Public Works Director, stated he didn't have a lot of specifics but that our contract is with Papillion Sanitation and not recycling sites individually. Mr. Clark stated he doesn't believe this singles out Nebraskaland Recycling as the only recycling site for Bellevue. Councilman Preister also pointed out other information that he feels the City Council should have.

Motion was made by Preister, seconded by Cook to open this item up for public hearing. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

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

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Dale Gubbels, Joe Norris, and Dantelle Eusdale with Firststar Recycling discussed the process used in recycling and uses of some recycled material. Mr. Gubbels stated they have been the processor for Bellevue recyclables and would like to continue being the sole processor going forward. Recycling takes a lot of high-tech equipment to take that comingled material and turn into commodities to use in making other products.

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

Councilman Burns withdrew his original motion to approve and Councilman McCaw withdrew his second/

Following the public hearing and further Council discussion, motion was made by Preister, seconded by Burns to table this item to July 20th to get the Council's questions and/or concerns answered. Roll call vote on motion to table 16f was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

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)

Motion was made by McCaw that the City Council go into Closed Session at this time for prevention of needless injury to the reputation of individuals involved in this matter. The subject matter to be discussed in Closed Session is the proposed separate agreement between the City of Bellevue and the Chamber of Commerce regarding additional funding for marketing and rebranding services. The following individuals to be included during Closed Session are: Mayor Rusty Hike, Jim Ristow, Mark Elbert, Bob Stinson, Paul Cook, Don Preister, Thomas Burns, Kathy Welch, Jerry McCaw, Bree Robbins, Annie Mathews, Todd Aerni, and Susan Kluthe. Welch seconded the motion.

Roll call vote on motion to go into Closed Session was follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Mayor Hike stated it was 7:40 p.m. and the Closed Session will be held in the Council Chambers.

Motion was made by Burns, seconded by Stinson to come out of Closed Session and to reconvene back into Open Session.

Roll call vote on motion to come out of Closed Session and to reconvene back into Open Session was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Mayor Hike stated it was now 8:36 p.m. and the City Council is reconvened back into Open Session.

Motion was made by Stinson, seconded by Burns to table Item 16a, 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, until August 3rd. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

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)

Motion was made by Preister, seconded by Welch to table 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, till July 20th. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports. (Monthly reports are given at the first Council Meeting of each month – June report attached to Council Packet for their review.

CLOSED SESSION:

ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Cook, seconded by Preister, the meeting was adjourned at 8:50 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.

MINUTE RECORD

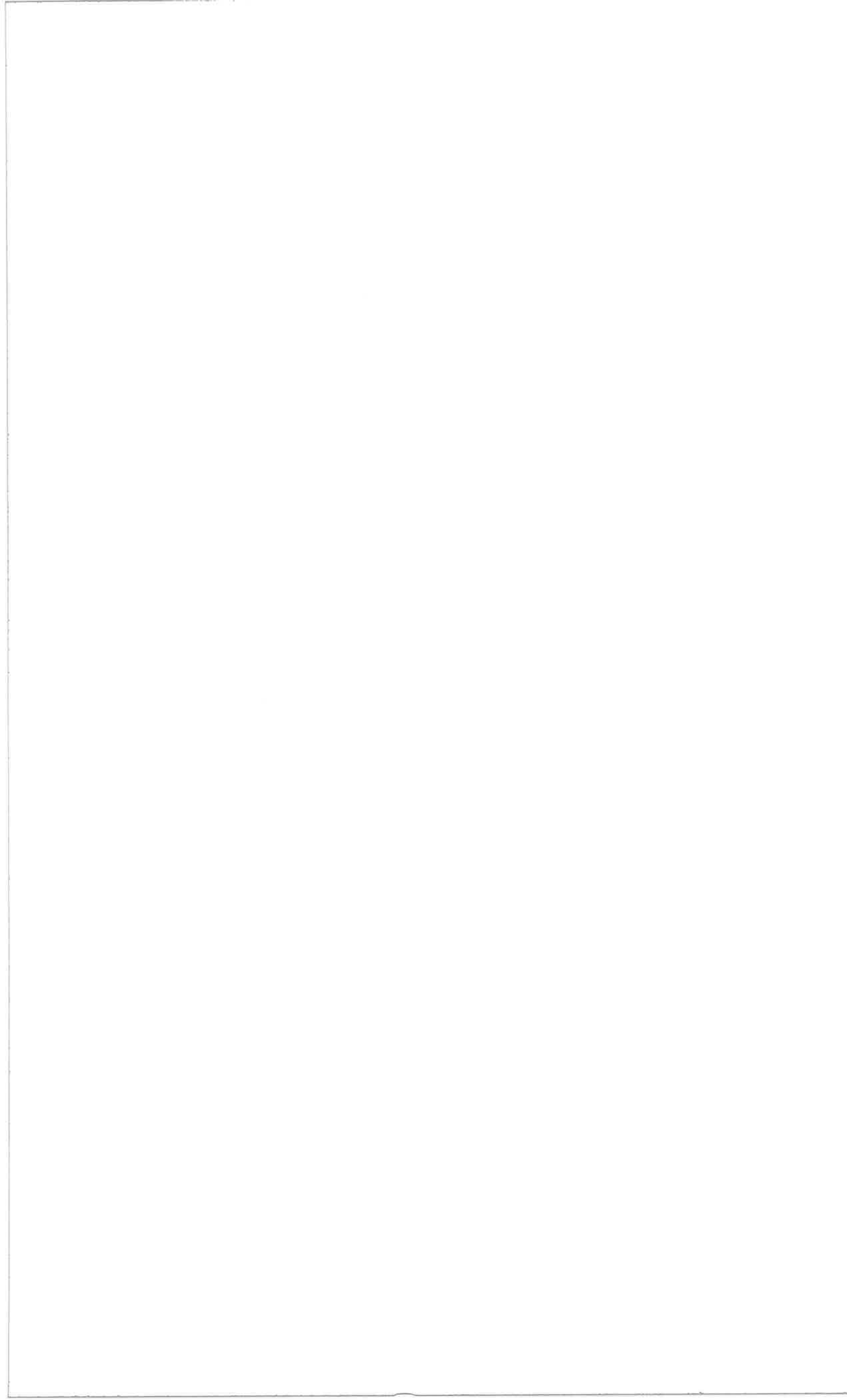
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Susan Kluthe, City Clerk

Rusty Hike, Mayor

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

Susan Kluthe, City Clerk



MINUTE RECORD

CLAIMS FOR JULY 20, 2021

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MAYOR

CENTURY LINK	MONTHLY SERVICE 2021/06/22-2021/07/21	11.29
U.S. CELLULAR	MONTHLY SERVICE 2021/06/04-2021/07/03	52.99
		<u>\$ 64.28</u>

CITY ADMINISTRATOR

CENTURY LINK	MONTHLY SERVICE 2021/06/22-2021/07/21	21.84
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-JUNE 2021	4,641.90
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-JUNE 2021	90.72
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-JULY 2021	90.72
U.S. CELLULAR	MONTHLY SERVICE 2021/06/04-2021/07/03	182.11
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-JUNE 2021	158.56
		<u>\$ 5,185.85</u>

CITY COUNCIL

DON PREISTER	REIMB INTERNET SERVICE-JULY 2021	59.99
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-JUNE 2021	(814.39)
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-JUNE 2021	111.28
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-JULY 2021	111.28
		<u>\$ (531.84)</u>

LEGAL

CENTURY LINK	MONTHLY SERVICE 2021/06/22-2021/07/21	22.21
DROP BOX	CPS-LEGAL FEES	19.99
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-JUNE 2021	2,362.64
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-JUNE 2021	60.48
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-JULY 2021	60.48
U.S. CELLULAR	MONTHLY SERVICE 2021/06/04-2021/07/03	90.99
UNITED STATES POSTAL SERVICE	CPS-MAILING CHARGE	8.25
		<u>\$ 2,625.04</u>

CABLE ADVISORY

CENTURY LINK	MONTHLY SERVICE 2021/06/22-2021/07/21	7.53
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-JUNE 2021	3,857.20
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-JUNE 2021	60.48
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-JULY 2021	60.48
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/06/19-2021/07/18	9.04
U.S. CELLULAR	MONTHLY SERVICE 2021/06/04-2021/07/03	49.99
		<u>\$ 4,044.72</u>

CITY CLERK

CENTURY LINK	MONTHLY SERVICE 2021/06/22-2021/07/21	11.29
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-JUNE 2021	1,934.63
INDOFF	OFFICE SUPPLIES	64.86
REDFIELD DIRECT, LLC	MINUTE RECORD PAPER	169.49
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-JUNE 2021	60.48
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-JULY 2021	60.48
		<u>\$ 2,301.23</u>

FINANCE/RISK MANAGEMENT

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	4.48
CARHARTT, INC	CPS-UNIFORM-T WOODARD	43.32
CENTURY LINK	MONTHLY SERVICE 2021/06/22-2021/07/21	54.69
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-JUNE 2021	5,401.24
GREAT PLAINS ADA CENTER	ADA TRAINING CERTIFICATION RENEWAL-WOODARD	25.00
INDOFF	OFFICE SUPPLIES	92.27
INFOSAFE SHREDDING	SHREDDING	30.00
ISNARDO SALGADO	REIMB FOR SAFETY GLASSES	125.00
REDFIELD DIRECT, LLC	MINUTE RECORD PAPER	169.50

MINUTE RECORD

CLAIMS FOR JULY 20, 2021

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FINANCE/RISK MANAGEMENT (cont'd)

RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-JUNE 2021	211.68
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-JULY 2021	211.68
THE CURE	SAFETY VEST MESH LIME, FIRST AID SUPPLIES	318.38
U.S. CELLULAR	MONTHLY SERVICE 2021/06/04-2021/07/03	55.03
WALMART-CAPITAL ONE	WALMART CAP 2021/06/19 STMT	24.81
		<hr/>
		\$ 6,767.08

LIBRARY

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	243.38
CENGAGE LEARNING, INC	BOOKS	109.57
CENTURY LINK	MONTHLY SERVICE 2021/06/22-2021/07/21	37.63
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/06/23-2021/07/22	107.39
DEMCO	LABELS	31.13
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-JUNE 2021	6,870.44
INGRAM LIBRARY SERVICES	BOOKS	2,701.03
JENNIFER SULLIVAN-TRIPLETT	REIMB FOR MILEAGE	15.43
KITCHEN SINK COMMUNICATIONS	LIBRARY GRANT WRITING	1,000.00
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	14.22
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/06/05-2021/07/02	118.81
MNJ TECHNOLOGIES PUBLIC SECTOR	OMNI ANTENNAS, CISCO CLOUD MANAGER, CLOUD CONTROLLER 5 YEARS	3,288.00
OCLC INC	MONTHLY CATALOGING SUBSCRIPTION 2021/07/01-2022/07/31	1,384.67
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/05/20-2021/06/22	1,687.36
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-JUNE 2021	211.68
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-JULY 2021	241.92
RUFF WATERS	AQUARIUM MAINTENANCE	94.94
SCOTT WELCH	MONTHLY WEB HOSTING-JULY 2021	125.00
VERIZON WIRELESS	MONTHLY SERVICE 2021/05/17-2021/06/16	400.10
		<hr/>
		\$ 18,682.70

ADMINISTRATIVE SERVICES

CENTURY LINK	MONTHLY SERVICE 2021/06/22-2021/07/21	52.58
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-JUNE 2021	13,872.96
IDEAL PURE WATER COMPANY	BOTTLED WATER	55.50
INFOSAFE SHREDDING	SHREDDING	30.00
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	128.10
ONE SOURCE	BACKGROUND CHECKS-JUN 2021	104.00
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-JUNE 2021	272.16
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-JULY 2021	241.92
RINE AUCTIONEERS	CPS-FURNITURE FOR HR	475.00
U.S. CELLULAR	MONTHLY SERVICE 2021/06/04-2021/07/03	82.40
UPS	MAILING CHARGE	27.52
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-JUNE 2021	1,882.02
		<hr/>
		\$ 17,224.16

CODE ENFORCEMENT

CENTURY LINK	MONTHLY SERVICE 2021/06/22-2021/07/21	22.12
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-JUNE 2021	9,824.36
MENARDS	COPIER EXPENSE	116.48
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-JUNE 2021	211.68
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-JULY 2021	211.68
SMITH DAVIS INSURANCE INC	SURETY BOND-SIMPSON	40.00
U.S. CELLULAR	MONTHLY SERVICE 2021/06/04-2021/07/03	78.27
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-JUNE 2021	353.03
		<hr/>
		\$ 10,857.62

MINUTE RECORD

CLAIMS FOR JULY 20, 2021

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PUBLIC WORKS

CENTURY LINK	MONTHLY SERVICE 2021/06/22-2021/07/21	45.15
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-JUNE 2021	8,374.92
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	160.59
ONE CALL CONCEPTS	REGULAR LOCATES	952.23
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-JUNE 2021	151.20
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-JULY 2021	151.20
U.S. CELLULAR	MONTHLY SERVICE 2021/06/04-2021/07/03	318.50
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-JUNE 2021	48.08
		<hr/>
		\$ 10,201.87

PARKS

AQUA-CHEM	CHEMICALS FOR PARKS	139.92
A-RELIEF SERVICES	PORTABLE RESTROOMS-CITY PARKS	468.90
CENTURY LINK	MONTHLY SERVICE 2021/06/22-2021/07/21	33.86
CHICK-FIL-A	CPS-CONCESSION SUPPLIES	81.14
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/06/23-2021/07/22	214.78
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-JUNE 2021	8,089.18
MENARDS	POLE PRUNER, BYPASS LOPPER, PLUMBING SUPPLIES	165.50
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/06/08-2021/07/02	168.32
MIDWEST IMPRESSIONS	T SHIRTS	717.60
NEBRASKA IOWA INDUSTRIAL FASTENERS	CARRIAGE BOLTS, NUTS	50.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/05/20-2021/06/22	4,383.14
PRECISE MRM LLC	POOLED DATA	200.00
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-JUNE 2021	332.64
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-JULY 2021	332.64
SITEONE LANDSCAPE SUPPLY	LIQUID HERBICIDE, SPRAYER	355.39
THIELE GEOTECH	MATERIAL TESTING-LOOKINGGLASS SPLASH PAD	323.00
U.S. CELLULAR	MONTHLY SERVICE 2021/06/04-2021/07/03	143.83
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-JUNE 2021	3,132.13
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	6.71
WESTLAKE ACE HARDWARE	WASTEBASKET-BALDWIN	13.99
		<hr/>
		\$ 19,352.67

RECREATION

AUDREY BORYTSKY	REFUND FOR SWIMMING LESSONS	70.00
BELLEVUE RECREATION YOUTH TRACK CLUB	BELLEVUE BREEZE TRACK CLUB	2,000.00
CENTURY LINK	MONTHLY SERVICE 2021/06/22-2021/07/21	47.54
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/06/23-2021/07/22	88.39
DAWNEL SALERNO	REFUND FOR TENNIS LESSONS	20.00
DICK'S CLOTHING AND SPORTING GOODS	CPS-ATHLETIC EQUIPMENT	458.22
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-JUNE 2021	2,109.96
DILLONS CUSTOMER CHARGES	CPS-CONCESSION SUPPLIES, FIRST AID SUPPLIES	1,229.60
MEAGAN JEDLECKI	REFUND TENNIS LESSONS	40.00
PRIMA	CPS-CONCESSION SUPPLIES	110.69
RACHYL SPENCER	REFUND FOR SWIMMING LESSONS	70.00
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-JUNE 2021	60.48
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-JULY 2021	60.48
SAVE PROGRAM	REFUND SWIMMING LESSONS	17.50
U.S. CELLULAR	MONTHLY SERVICE 2021/06/04-2021/07/03	65.10
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-JUNE 2021	550.43
		<hr/>
		\$ 6,998.39

BUILDING MAINTENANCE

AQUA-CHEM	CHEMICALS FOR POOLS	1,076.90
CARPENTER PAPER CO	JANITORIAL SUPPLIES	58.65
CENTURY LINK	MONTHLY SERVICE 2021/06/22-2021/07/21	3.76
ECHO GROUP, INC	LED DRIVER BALLASTS	308.74
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-JUNE 2021	8,258.48

MINUTE RECORD

CLAIMS FOR JULY 20, 2021

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BUILDING MAINTENANCE (cont'd)

FIRE PROTECTION SERVICES, LLC	ANNUAL FIRE EXT INSPECTIONS-CITY BLDGS	1,620.00
HOTSY EQUIPMENT CO	PRESSURE WASHER PARTS, LABOR	391.20
JACKSON SERVICES, INC	DOOR MAT SERVICE	104.99
KB BUILDING SERVICES	JANITORIAL SERVICES-JULY 2021	10,918.50
MENARDS	LUMBER, BOLTS, WASHERS, NUTS, LIMESTONE, VINYL TUBING, DRILL	292.08
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/06/08-2021/07/02	173.32
MMC MECHANICAL CONTRACTORS, INC	BOILER NOT WORKING-1500 WALL ST, INSPECT LEAKS, REPAIR CONDENSATE PUMP	9,480.35
OMAHA DOOR & WINDOW COMPANY	SNEEZE GUARD	984.63
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/05/19-2021/06/21	1,597.24
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-JUNE 2021	211.68
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-JULY 2021	211.68
S & W FENCE COMPANY	REPAIR GATE AT POLICE PARKING LOT	500.00
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES	1,272.10
THYSSENKRUPP ELEVATOR CORP	QTR ELEVATOR MAINTENANCE	464.81
TREES SHRUBS AND MORE	FERTILIZER	15.99
TRICO MECHANICAL SERVICES	NEW FURNACE-DIST 4, FAN MOTOR-HAYWORTH PK	9,248.86
U.S. CELLULAR	MONTHLY SERVICE 2021/06/04-2021/07/03	26.09
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-JUNE 2021	584.86
VOSS LIGHTING	JANITORIAL SUPPLIES	164.86
WESTLAKE ACE HARDWARE	COPPER, VALVE FLAP, PLANTS, SPRAYER, LIGHTS, TRIMMER LINE, PICKUP TOOL	199.03
		\$ 48,168.80

CEMETERY

CENTURY LINK	MONTHLY SERVICE 2021/06/22-2021/07/21	3.76
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/06/23-2021/07/22	83.39
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-JUNE 2021	1,506.62
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/06/05-2021/07/02	101.73
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/05/20-2021/06/22	138.14
PULVERENTE MONUMENT COMPANY, LLC	MAUSOLEUM DOORS	100.00
READY MIXED CONCRETE COMPANY	CONCRETE	2,005.86
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-JUNE 2021	60.48
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-JULY 2021	60.48
U.S. CELLULAR	MONTHLY SERVICE 2021/06/04-2021/07/03	49.99
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-JUNE 2021	327.50
WESTLAKE ACE HARDWARE	BATTERIES, GLUE	46.96
		\$ 4,484.91

STREETS

ALFRED BENESCH & COMPANY	PROF SERVICES-2021 A/C RESURFACING, OVERLAY & CONCRETE TO JUN 6, 2021	29,122.91
CENTURY LINK	MONTHLY SERVICE 2021/06/22-2021/07/21	33.86
CONCRETE SUPPLY, INC	CONCRETE	630.25
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/06/23-2021/07/22	274.17
DREF'S TREE SERVICE, INC	REMOVE 4 DEAD TREES-25TH ST	1,200.00
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-JUNE 2021	39,206.79
INDEPENDENT SALT CO	ICE CONTROL SALT	6,381.35
JACOBS ENGINEERING GROUP, INC	STORM DRAINAGE IMP PLAN THRU MAY 25, 2021	42,248.04
JECE HP CONSTRUCTION	SUPPLIES FOR RETAINING WALL BEHIND ADA	2,300.00
LAKEVIEW CONSTRUCTION	2021 CONCRETE PROJECTS THRU JUL 3, 2021	67,400.73
MARTIN ASPHALT	BULK OIL	895.40
MENARDS	KNEE PADS	49.98
METRO LEASING	8748-METRO LEASE-2021/06/25 INT'L TRUCKS (6)	26,953.86
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/06/04-2021/07/02	145.68
MIDWEST FENCE COMPANY	MOBILIZATION, TRAFFIC CONTROL, GUARDRAIL	7,525.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/05/20-2021/06/22	14,432.61
OMAHA PUBLIC POWER DISTRICT	MONTHLY STREET LIGHTING 2021/05/27-2021/06/29	98,642.24
OMNI	ASPHALT, 2021 OVERLAY PROJECT	61,596.42

MINUTE RECORD

CLAIMS FOR JULY 20, 2021

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STREETS (cont'd)

PRECISE MRM LLC	POOLED DATA	690.00
READY MIXED CONCRETE COMPANY	CONCRETE	23,705.25
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-JUNE 2021	907.20
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-JULY 2021	907.20
TRAVELERS	AUTO LIABILITY CLAIM	11,672.64
U.S. CELLULAR	MONTHLY SERVICE 2021/06/04-2021/07/03	246.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-JUNE 2021	2,712.74
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	6.71
WESTLAKE ACE HARDWARE	SELF DRILL SCREWS, BATTERIES	36.35
		\$ 439,923.38

FLEET MAINTENANCE

911 CUSTOM, LLC	PRISONER TRANSPORT SYSTEM	2,248.20
A&L HYDRAULICS, INC	REBUILD CYLINDER FOR DUMP BOX	2,684.50
ALLIED OIL & TIRE COMPANY	ANTIFREEZE, OIL	1,964.93
AUTO BODY AUTHORITY	REPAIR FENDER PANEL-ST211	70.00
AUTO VALUE PARTS - SOUTH OMAHA	BATTERY CABLE TOP MOUNT, SPARK PLUGS, WIRE SET, DOOR HANDLE	148.54
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS, ANTISEIZE COMPOUND, PRIMELINE, LOW PROFILE JACK	1,236.88
BAUER BUILT	TIRES, TIRE REPAIRS	1,248.42
BAXTER CHRYSLER DODGE JEEP	STRUT TENSIONER, COUPLINGS, RADIATOR HOSE, THERMOSTAT	745.30
BAXTER FORD	PLATE, LEVER ASSY, LAMP, KITS	756.66
BUMPER & AUTO OF OMAHA	RIGHT HEADLIGHT -PO618	495.00
CENTURY LINK	MONTHLY SERVICE 2021/06/22-2021/07/21	26.34
CORNHUSKER INTERNATIONAL TRUCKS	ADJUSTERS, DUST SHIELD, TUBE ASSY, AIR TANKS, CABLE TANK, SENSORS, CLAMPS, GASKETS, VALVE RELEASE	2,526.18
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/06/23-2021/07/22	107.39
DANKO EMERGENCY EQUIPMENT	REPAIR CONVERSION VALVE KIT	1,232.57
EASTWOOD	CPS-ABRASIVE BLASTING GLOVES	107.75
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-JUNE 2021	19,510.81
FACTORY MOTOR PARTS CO	TRANS FLUID, SCREEN ASSY	284.31
GALVIN GLASS	REPAIR BACK WINDOW-PO809	229.57
HOUSE OF MUFFLERS AND BRAKES	REPAIR TAILPIPE-HR5B	167.48
INLAND TRUCK PARTS CO	CORE, REMAN COMPRESSOR, RELEASE VALVE	603.78
INTERSTATE BATTERIES	BATTERIES	677.00
INTERSTATE POWER SYSTEMS, INC	COUPLINGS, GASKETS, SEALS	301.60
J & J SMALL ENGINE SERVICE	IGNITION SWITCH, SPRING EXTENSION, CUTTER HOUSING, PULLEY IDLER	629.81
JIM HAWK TRUCK TRAILERS	CLEVIS PINS	12.18
JONES AUTOMOTIVE	DOMELIGHT, FAN ASSY	557.02
KRIHA FLUID POWER CO	FITTINGS	902.75
MATHESON TRI-GAS INC	WELDING SUPPLIES	56.75
MENARDS	LUMBER, BUG KILLER, PARTS, TAPE, FRAMING ANGLE, TRASH BAGS,	1,090.06
MID AMERICA CLEANING SYSTEMS, INC	PRESSURE WASHER HOSE	215.00
NAPA AUTO PARTS	LIT LED SIDE, COUPLERS, FILTERS, GLOVES, SWAY BAR REPAIR KIT, OUTLETS	567.32
NATIONAL ASSOCIATION OF	RENEW MEMBERSHIP-JARAO SZ	499.00
NEBRASKA IOWA INDUSTRIAL FASTENERS	TRACTOR PINS, LOCK NUTS	118.61
NORTHERN TOOL & EQUIPMENT	CPS-CHAIN SAW, CUTOFF SAW, SAWZALL SAWS	1,010.68
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/05/20-2021/06/22	1,119.50
O'REILLY AUTOMOTIVE PARTS	DISC PAD SET, FILTER	63.01
POWERPLAN	ROD PINS, STOP PINS, SNAP RINGS, WASHERS, FASTENERS	675.84
QUALITY TIRES, INC	TIRES FOR FIELD TRAX	400.00
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-JUNE 2021	453.60
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-JULY 2021	453.60

MINUTE RECORD

CLAIMS FOR JULY 20, 2021

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FLEET MAINTENANCE (cont'd)

TOOL SHED	POWER PUMP, DISC FOR GRINDER, BRAKING GRINDER, BATTERIES	861.87
TY'S OUTDOOR POWER & SERVICE	WHEEL FOR VENTRAC	80.96
U.S. CELLULAR	MONTHLY SERVICE 2021/06/04-2021/07/03	72.13
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-JUNE 2021	459.89
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	42.70
WATCHGUARD VIDEO	CABLES AND ANTENNAS	690.00
		<u>\$ 48,405.49</u>

PLANNING

CENTURY LINK	MONTHLY SERVICE 2021/06/22-2021/07/21	11.29
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-JUNE 2021	4,286.59
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	255.40
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-JUNE 2021	90.72
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-JULY 2021	90.72
		<u>\$ 4,734.72</u>

PERMITS & INSPECTIONS

CARHARTT, INC	CPS-UNIFORM-T RYBAR	29.95
CENTURY LINK	MONTHLY SERVICE 2021/06/22-2021/07/21	18.81
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-JUNE 2021	11,187.04
INTERNATIONAL ASSOCIATION OF PLUMBING AND MECHANICAL INSPECTORS	CPS-RECERTIFICATION TRAINING-COOK	140.00
INTERNATIONAL CODE COUNCIL, INC	CPS-RECERTIFICATION TRAINING-COOK	105.00
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-JUNE 2021	241.92
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-JULY 2021	241.92
U.S. CELLULAR	MONTHLY SERVICE 2021/06/04-2021/07/03	307.61
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-JUNE 2021	972.70
		<u>\$ 13,244.95</u>

POLICE

AMAZON.COM, LLC	CPS-OFFICE SUPPLIES, TRAVEL, SCANNERS, SPEAKERS	808.94
AMERICAN AIR LINES	CPS-TRAVEL FOR TRAINING-BAILEY	586.39
A-RELIEF SERVICES	PORTABLE RESTROOM-RANGE	126.00
AUTO BODY AUTHORITY	REPAIR BODY DAMAGE, TOW CHARGE, STORAGE	2,764.37
AVERY L LOSCHEN	RENT FOR K9 BUILDING-AUG 2021	1,248.00
AXON ENTERPRISE, INC	CPS-TRAINING-BOYLE, MEYERS	750.00
BARCODES INC	CRUISER PRINTERS, MOUNTING AND SUPPLIES	10,524.00
BEST WESTERN HOTELS	CPS-LODGING FOR TRAINING-MERCER	382.16
BUDGET CAR RENTAL	CPS-CREDIT-RENTAL CAR-BAILEY	561.89
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	63.95
CENTURY LINK	MONTHLY SERVICE 2021/06/22-2021/07/21	322.38
COMFORT SUITES-SD	CPS-LODGING FOR TRAINING-AGUSTIN	276.82
CONNER PSYCHOLOGICAL SERVICES PC	PRE-EMPLOYMENT EVALUATIONS	3,080.00
CONSOLIDATED MANAGEMENT CO	MEALS FOR TRAINING AT THE ACADEMY	482.72
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/06/23-2021/07/22	184.99
CULLIGAN OF OMAHA	BOTTLED WATER	379.30
DANIEL GERMAN	REIMB PER DIEM FOR TRAINING	280.50
DELTA AIR LINES	CPS-TRAVEL FOR INVESTIGATIONS-GREINER & JENSEN	1,526.40
DON'S PIONEER UNIFORMS	UNIFORMS-3 EMPLOYEES	1,194.79
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-JUNE 2021	128,430.09
ENVATO ELEMENTS	CPS-SUBSCRIPTION-MANNING	198.00
EXPEDIA	CPS-TRAVEL FOR INVESTIGATIONS-SIMONES, GREIER, JENSEN	1,031.76
FAIRFIELD INN, WATERLOO, IA	CPS-CREDIT-LODGING-ABBOTT (OFFICER FUNERAL)	(65.00)
FINISHED EDGE, INC	REPAIR BODY DAMAGE-UNIT 662	223.20
GALLO PROFESSIONAL POLYGRAPH SERVICES	POLYGRAPH SERVICE	350.00
GOVDIRECT, INC	CRUISER COMPUTERS AND MOUNTING	15,533.75
HAMPTON INN-TOPEKA KS	CPS-LODGING FOR TRAINING-HOFFMAN & SAUCEDO	511.04
INFOSAFE SHREDDING	SHREDDING SERVICE	150.00

MINUTE RECORD

CLAIMS FOR JULY 20, 2021

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POLICE (cont'd)

INT'L ASSOCIATION OF WOMEN POLICE	CPS-SUBSCRIPTION TO IAWP	70.00
JACKSON SERVICES, INC	DOOR MAT	83.12
JO DON'S	SHIRTS SCREENPRINTING FOR K9 FUNDRAISER	552.00
JOHN E REID AND ASSOCIATES	CPS-TRAINING-RADIL, SCHARES	99.00
KELLY FAIMAN	POLICE DUTY HATS	540.00
KIESLER POLICE SUPPLY & AMMO	TACTICAL SUPPLIES	2,163.80
LP POLICE	LOCATE POLICE PLAN-JUNE 2021	129.95
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	290.49
MATTHEW VETTER	PER DIEM ADVANCE FOR TRAINING	127.50
METRO CHIEFS ASSOCIATION	MEMBERSHIP DUES FOR 2021	75.00
NEBRASKA FBI	CPS-NEB FBI TRAINING-JASHINSKE	105.09
PAY-LESS OFFICE SUPPLY	COPY PAPER	599.75
PRI MANAGEMENT GROUP	CPS-TRAINING-MANNING, RADIL, SCHARES	1,197.00
PROPHOENIX CORP	PROPHOENIX CONFERENCE REGISTRATION	595.00
RAY ALLEN MANUFACTURING CO	E-COLLAR, SLEEVE RUBBER ARMS	439.98
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-JUNE 2021	3,539.28
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-JULY 2021	3,569.52
SLEEP INN GRAND ISLAND	CPS-LODGING FOR TRAINING-HARGISS	330.77
SMITH DAVIS INSURANCE INC	SURETY BONDS-KENNY, CLARK	80.00
STREET COP TRAINING	CPS-TRAINING-KEEFE, LARR	398.00
THE GPS STORE, INC	CRUISER GPS PUCKS	1,497.50
TRAVELERS	AUTO LIABILITY CLAIM	2,315.47
TRI-TECH FORENSICS, INC	EVDENCE SUPPLIES	160.00
U.S. CELLULAR	MONTHLY SERVICE 2021/06/04-2021/07/03	3,617.96
U.S. CELLULAR	MONTHLY SERVICE 2021/06/09-2021/07/08/21	118.08
UPS STORE	MAILING CHARGES	16.35
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-JUNE 2021	12,613.47
VERIZON WIRELESS	MONTHLY SERVICE 2021/05/24-2021/06/23	1,399.14
WICKLANDER/ZULAWSKI & ASSOC	CPS-TRAINING-ALBRECHT, BOYLE, JIMERSON, LARR	1,880.00
WPY INT'L ASSOC OF UNDERCOVER OFFICERS	CPS-TRAINING-CHIZEK, STALDER	990.00
		\$ 211,499.66

FIRE & RESCUE

AMAZON.COM, LLC	CPS-AMAZON FEE, OFFICE & MEDICAL SUPPLIES, UNIFORMS	700.35
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	1,520.42
CENTURY LINK	MONTHLY SERVICE 2021/06/22-2021/07/21	95.90
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/06/23-2021/07/22	576.95
EC DATA SYSTEMS, INC	CPS-SHARE OF FAX SERVER	7.95
ED M FELD EQUIPMENT CO	FIRE HOSE, RUBBER SHOES, SNIPER HOSE	8,326.00
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-JUNE 2021	77,467.83
JONES & BARTLETT PUBLISHERS	PARAMEDIC BOOKS	1,791.87
MATTHEW C WORM	MEDI-BIKE TRAINING	1,000.00
McKESSON MEDICAL-SURGICAL SOLUTIONS	MEDICAL SUPPLIES	917.33
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/06/08-2021/07/02	330.19
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/05/20-2021/06/22	6,679.83
PELICAN PRODUCTS, INC	CPS-REPAIR AED	20.00
RACOM CORP	LABOR TO MOVE GSS FROM DIST 2 TO DIST 1, USDD ALL STATIONS-G2 MESSAGE REMOTE 2	9,652.94
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-JUNE 2021	2,298.24
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-JULY 2021	2,268.00
THE FIRE STORE	CPS-EQUIPMENT FOR TRUCK 31	1,557.35
U.S. CELLULAR	MONTHLY SERVICE 2021/06/09-2021/07/08	1,318.92
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-JUNE 2021	7,241.34
		\$ 123,771.41

MINUTE RECORD

CLAIMS FOR JULY 20, 2021

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NON-DEPARTMENTAL/CONTRACTS

AMAZON.COM, LLC	CPS-AMAZON PRIME FEE	119.00
CENTURY LINK	MONTHLY SERVICE 2021/06/22-2021/07/21	587.65
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/06/23-2021/07/22	445.47
SARPY COUNTY COURT HOUSE	ANIMAL CONTROL-AUG 2021	13,452.93
SCOTT WELCH	CPS-MONTHLY WEB DESIGN MAINTENANCE	125.00
TRISTAR RISK MANAGEMENT	NEW CLAIMS FEE JUL -SEPT 2021	3,750.00
		<u>\$ 18,480.05</u>

INFORMATION TECHNOLOGY

AMAZON.COM, LLC	CPS-COMPUTER SUPPLIES, DOOR STRIKES	939.35
CORE TECHNOLOGIES, INC	PROGRESS INVOICE FOR NEW PHONE SYSTEM	2,400.00
HOSTGATOR.COM	CPS-MONTHLY DOMAIN MAINTENANCE	69.95
MOTOROLA SOLUTIONS, INC	REMOTE SPEAKER MICROPHONE, JACK, ANTENNA ASSY, EARPIECE, 6 CHARGERS, PLUGS	2,344.62
U.S. CELLULAR	MONTHLY SERVICE 2021/06/04-2021/07/03	40.29
		<u>\$ 5,794.21</u>

WASTEWATER

CENTURY LINK	MONTHLY SERVICE 2021/05/22-2021/06/21	424.01
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/06/23-2021/07/22	83.39
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-JUNE 2021	10,942.58
HDR ENGINEERING, INC	BELLEVUE SOUTH LIFT STATION EVAL TO JUN 26, 2021	16,001.86
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/05/20-2021/06/22	4,123.42
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-JUNE 2021	272.16
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-JULY 2021	272.16
RJN GROUP INC	PROF SERVICES-GIS GAP ANALYSIS	5,532.50
U.S. CELLULAR	MONTHLY SERVICE 2021/06/04-2021/07/03	459.99
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-JUNE 2021	1,345.56
		<u>\$ 39,457.63</u>

COMMUNITY BETTERMENT

OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/05/21-2021/06/20	100.32
		<u>\$ 100.32</u>

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CDBG CONSULTANT EXPENSE-JUN 2021	4,428.00
GRETNA GUIDE & NEWS	LEGAL AD	105.94
TREES SHRUBS AND MORE	WILLABEES BLDG IMPROVEMENT	12,000.00
		<u>\$ 16,533.94</u>

FEDERAL FORFEITURES

VERIZON WIRELESS	MONTHLY SERVICE 2021/05/22-2021/06/21	361.20
		<u>\$ 361.20</u>

G.O. BONDS

UMB BANK - TRUST OPERATIONS	2020A DTD 6-5-20 UMB PAY AGENT FEES 2020-06-01 TO 2021-5-31	296.67
UMB BANK - TRUST OPERATIONS	2020B DTD 6-5-20 UMB PAY AGENT FEES 2020-06-01 TO 2021-5-31	296.67
UMB BANK - TRUST OPERATIONS	2020C DTD 8-14-20 UMB PAY AGENT FEES 2020-06-01 TO 2021-5-31	239.17
UMB BANK - TRUST OPERATIONS	2020D DTD 8-14-20 UMB PAY AGENT FEES 2020-06-01 TO 2021-5-31	148.33
		<u>\$ 980.84</u>

TOTAL CLAIMS FOR JULY 20, 2021 \$ 1,079,715.28

TOTAL PAYROLL FOR JULY 9, 2021 \$ 1,111,143.16

*8a.
7/20/2021



CITY OF BELLEVUE

OFFICE OF THE MAYOR

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

MEMORANDUM

TO: Council President Paul Cook & Council Members
FROM: Mayor Rusty Hike
DATE: July 15th, 2021
SUBJECT: Reappointment to the Bellevue Planning Commission

Please consider the following for reappointment to the Bellevue Planning Commission.

Sue Cutsforth
2734 Lloyd Street
Bellevue, NE 68005
402-319-5308

Rich Casey
205 Forest Drive
Bellevue, NE 68005
402-331-4394

They will serve another three-year term ending August 2024.

Lisa Rybar

From: scutsforth@cox.net
Sent: Wednesday, July 7, 2021 3:26 PM
To: Lisa Rybar
Cc: Tammi Palm
Subject: Planning Commission re-appointment
Attachments: Sue Cutsforth Bio.docx

Hi Lisa:

I am requesting to be re-appointed to another term on the Bellevue Planning Commission. My current term expires in August.

I have attached my bio for reference.

Best regards,
Sue Cutsforth

Sue Cutsforth

Sue Cutsforth has resided in Bellevue for 22 years and has served as a member of the Bellevue Planning Commission since November 2018. She has served the past two years as Vice-Chair of the commission. She also serves as Vice-President of the Board of Directors for the Twin Ridge II Homeowners Association.

Sue is employed as the Information Officer at the Omaha-Council Bluffs Metropolitan Area Planning Agency (MAPA) and has been with the agency since January 2014. She helps support agency communications and outreach, helping promote and create awareness of MAPA's work in the Omaha-Council Bluffs region. Sue has 17 years of experience working in the news media, specifically television news, both as newscast producer and an executive producer at stations in the Midwest and Mideast.

Sue earned a Bachelor's degree in Journalism from Eastern Illinois University and a Master's degree in Public Affairs Reporting from the University of Illinois-Springfield.

City Planning Commission Re-appointment BIO

Contact Information

Name: **Richard D. Casey**

Street Address: **205 Forest Drive**

City, St, Zip: **Bellevue, NE 68005**

Home/Cell Phone: **(402) 660-2055**

Email: **richcasey75@hotmail.com**

Special Skills or Qualifications

- **28-year active duty Air Force, serving in numerous supervisory, leadership and management positions**
 - **Retired in 2002 as the Eighth Air Force Command Chief Master Sergeant**
 - **Responsible for the health, morale and welfare of over 25,000 enlisted personnel assigned to the numbered Air Force**
 - **Director of Transportation, Bellevue Public Schools (2004 - current)**
 - **Manages a four-million dollar budget, supervises 88 personnel, responsible for the safe and efficient transportation of over 2,500 students daily**
 - **Bellevue City Planning Commission (2015 – current)**
 - **Community Development Block Grant (CDBG) Committee Member (2014 – current)**
 - **President, Fontenelle Hills Homeowners Association (2014 – current)**
 - **Past President, Nebraska School Transportation Association (2012 – 2014)**
 - **Metropolitan Omaha Education Committee Transportation Subcommittee Chairman (2018 – current)**
 - **Bachelor Degree, Aviation Management, Embry Riddle Aeronautical University**
 - **Associate Degree, Personnel Management, Community College of the Air Force**
 - **Associate Degree, Aircrew Operations, Community College of the Air Force**
-

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*8b.
7/20/2021

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

SUBJECT:

City Council members serving on Task Forces and Committees.

SYNOPSIS/BACKGROUND:

Committees are established to deal with matters that involve a continuous flow of the City's work. The members may include up to three (3) City Council members and additional city personnel. Council President Paul Cook has communicated with all council members, and with their input and cooperation is requesting changes noted on the attached memorandum.

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:

Council President Paul Cook is recommending approval for this request.

ATTACHMENTS:

1. Memorandum noting changes	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: *A. Bruce Roblin*

FINANCE APPROVAL AS TO FORM: *[Signature]*

ADMINISTRATOR APPROVAL AS TO FORM: *[Signature]*

Date: June 13th, 2021

To: Mayor Rusty Hike and City Administrator Jim Ristow

From: Council President Paul Cook 

Subject: Council Members Serving on Task Forces and Committees

For the past few months, I have been communicating with council members pertaining to our responsibility and need to serve on our Task Forces and Committees. With their input and cooperation, I am requesting the following changes be made;

- Please remove Councilman Don Preister from the Audit Committee and the Hard Surface Parking Committee
- Please remove Councilwoman Kathy Welch from the Hard Surface Parking Committee
- Please add Councilman Bob Stinson to the Audit Committee and the Hard Surface Parking Committee
- Please add Councilman Jerry McCaw to the Audit Committee and the Hard Surface Parking Committee

With these changes, all council members are serving on our task forces and committees. I am respectfully requesting your approval for these changes and to have this request placed on the July 6th City Council meeting agenda, for council member's action.

Please advise if you have any questions.



*8c.
7/20/2021


CITY OF BELLEVUE

OFFICE OF THE MAYOR

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

MEMORANDUM

TO: Council President Paul Cook & Council Members

FROM: Mayor Rusty Hike 

DATE: July 12th, 2021

SUBJECT: Reappointment to the Design Review Board

Please consider the following for reappointment to the Design Review Board.

Doug Hill
3330 7th Ave
Council Bluffs, IA
402-291-6100

Ralph Gladbach
1708 Childs Rd E
Bellevue, NE 68005
402-334-2422

Steve Knutson
817 North 4th St
Bellevue, NE 68005
402-515-5144

Steve Johnson
1864 S 155th Circle
Omaha, NE 68144
402-315-1880

They will serve another three-year term ending August 2024.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11a. and 11a1.
07/20/2021

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: 

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Sage Capital, LLC

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

CITY COUNCIL HEARING DATE: July 6, 2021

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

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

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

VOTE:

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

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

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT #2

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

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

I. GENERAL INFORMATION

A. APPLICANTS:

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

B. PROPERTY OWNERS:

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

C. GENERAL LOCATION:

36th Street and Lexington Avenue

D. LEGAL DESCRIPTION:

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

E. REQUESTED ACTIONS:

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

F. EXISTING ZONING AND LAND USE:

BG, General Business District/Vacant

G. PURPOSE OF REQUEST:

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

H. SIZE OF SITE:

The site is approximately 2.54 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The property is presently vacant and covered in vegetation.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

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

C. REVELANT CASE HISTORY:

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

D. APPLICABLE REGULATIONS:

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

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

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

D. UTILITIES:

All utilities are available to this property.

E. ANALYSIS:

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

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

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

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

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

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

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

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

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

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

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

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

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

No other comments were received in this case.

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

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

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

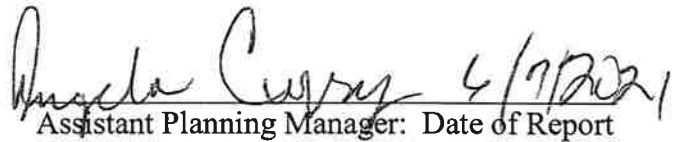
APPROVAL based upon the lack of perceived negative impact to the surrounding neighborhood. APPROVAL also based upon the positive impact of the development for the community.

VI. ATTACHMENTS TO REPORT

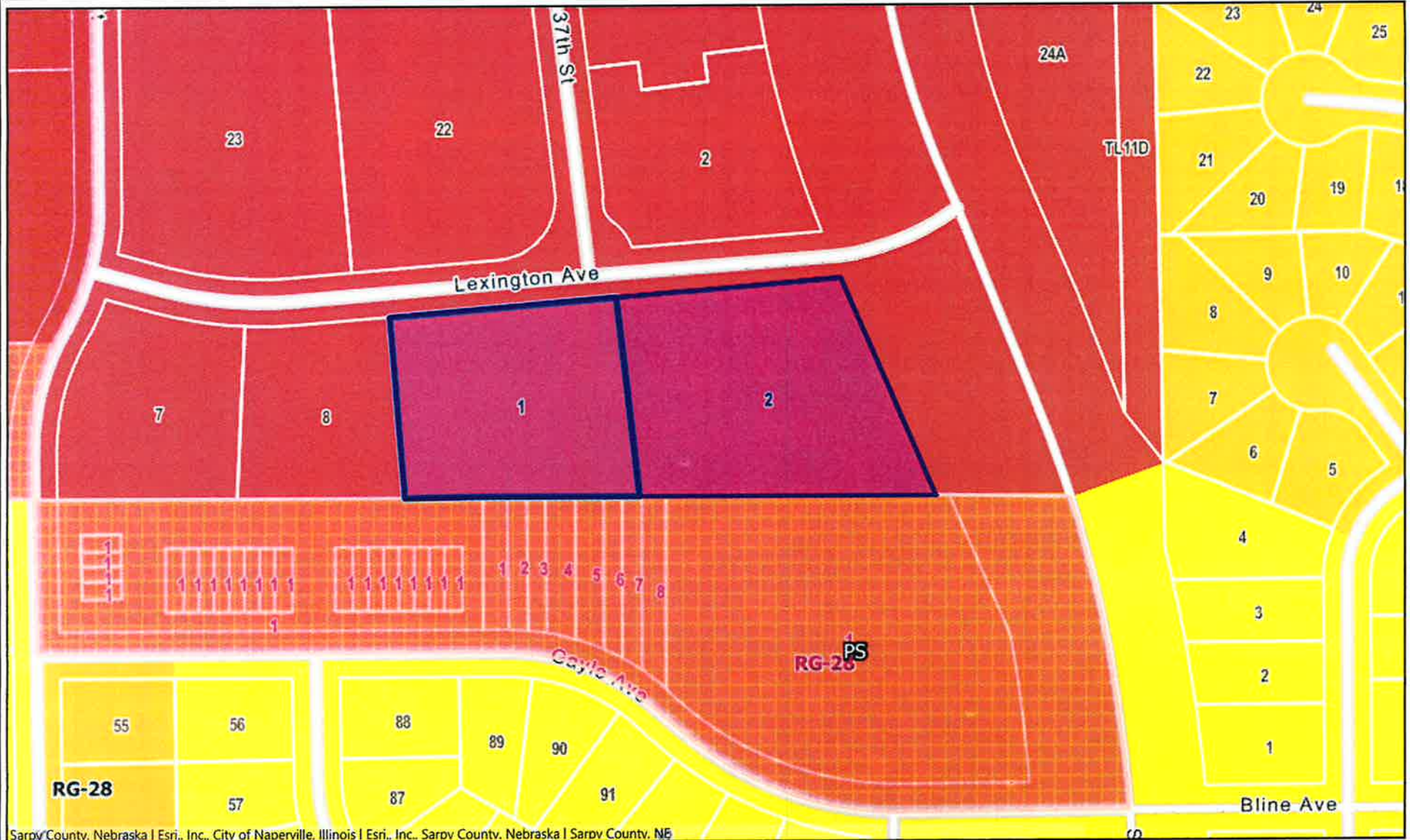
1. Zoning Map
2. 2020 GIS aerial photo of the property
3. Justification letter received April 27, 2021
4. Architectural/Landscape Plan received April 27, 2021
5. Site plan received May 18, 2021
6. Small subdivision plat received May 18, 2021

VII. COPIES OF REPORT TO:

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


Assistant Planning Manager: Date of Report


Planning Manager: Date of Report



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



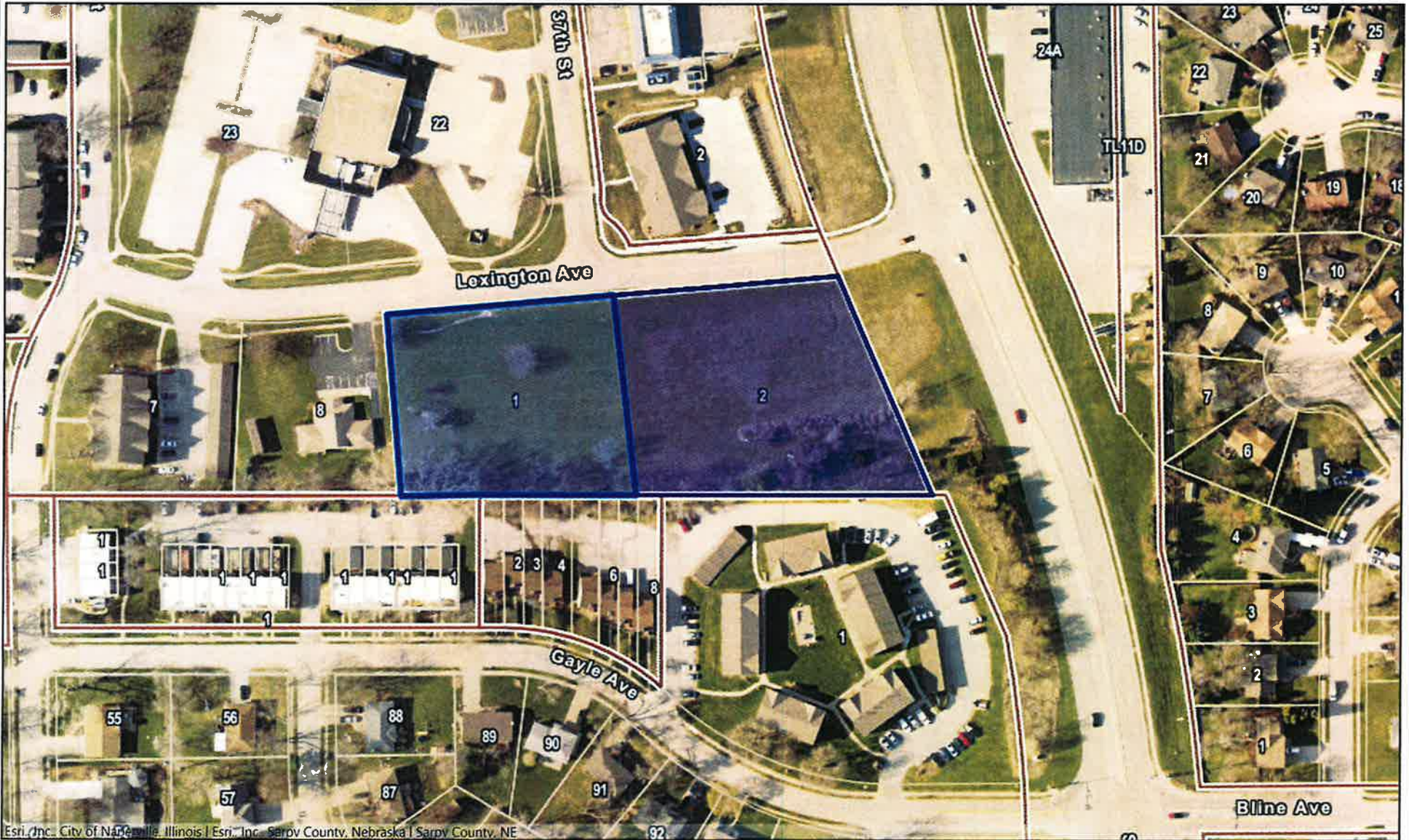
Map Scale 1: 2257

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Notes





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Map Scale 1: 2257

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Notes





119 South 49th Avenue Omaha NE 68132
HollandBasham.com

April 23, 2021

City of Bellevue
1510 Wall Street
Bellevue, NE 68005

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

To whom it may concern,

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

Sincerely,

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

BA

Enclosure

cc: Aaron Moser, Collin Brown, Terry Root

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APR 27 2021
PLANNING DEPT.

8/1/1

LEXINGTON



SITE PLAN

LEGEND

PROPERTY LINE	STORMWATER
SETBACK LINE	EASEMENT
ELECTRICAL	TELEPHONE

SITE STATISTICS

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

BUILDING STATISTICS

BUILDING A - 26 UNITS	
1 BEDROOM	16
2 BEDROOM	10
BUILDING FOOTPRINT:	10,400 SF
BUILDING SF:	31,200 SF
BUILDING B - 25 UNITS	
1 BEDROOM	16
2 BEDROOM	9
BUILDING FOOTPRINT:	10,400 SF
BUILDING SF:	31,200 SF
TOTAL UNITS:	51

PARKING STATISTICS

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

LANDSCAPING REQUIREMENTS

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

PLANT TYPES

SYM.	SC.	COMMON NAME	COMMON NAME	SIZE	TYPE

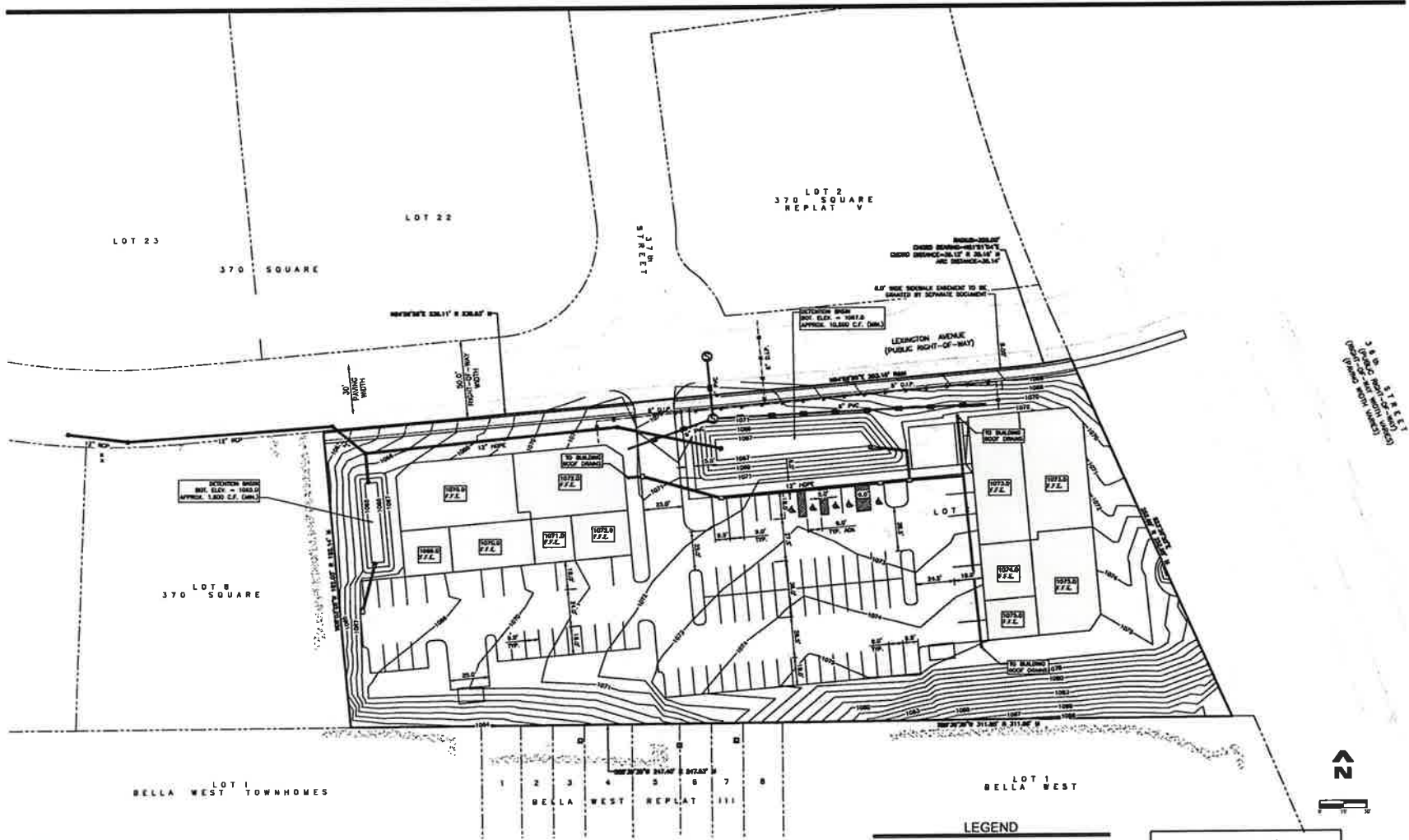
FOR PRELIMINARY DESIGN PURPOSES ONLY - SUBJECT TO CHANGE
 PRELIMINARY DESIGN PURPOSES ONLY - SUBJECT TO CHANGE
 STRIPED SURFACE TREATMENT TO BE DETERMINED BY LOCAL AGENCIES

RECEIVED
 APR 27 2021
 PLANNING DEPT.

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

SITE PLAN





LEGEND

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

PARKING SUMMARY

STALL TYPE	STALLS
RESERVED SPALLS	73
RESERVED SPALLS	0
RESERVED SPALLS	18
SPALL TO BE FULFILLED BY ATTACHED SUBMITTAL	18
TOTAL RESERVED SPALLS	109
TOTAL PARKING	116

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.

SURVEYOR'S CERTIFICATE

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

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

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

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

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

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

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



CHRIS E. DORNER
NEBRASKA RLS 507

DEDICATION

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

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

TB2005, LLC
A NEBRASKA LIMITED LIABILITY COMPANY

By: THOMAS M. BELFORD, MANAGING MEMBER

ACKNOWLEDGEMENT OF NOTARY

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

NOTARY PUBLIC

SARPY COUNTY TREASURER'S CERTIFICATE

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

SARPY COUNTY TREASURER



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

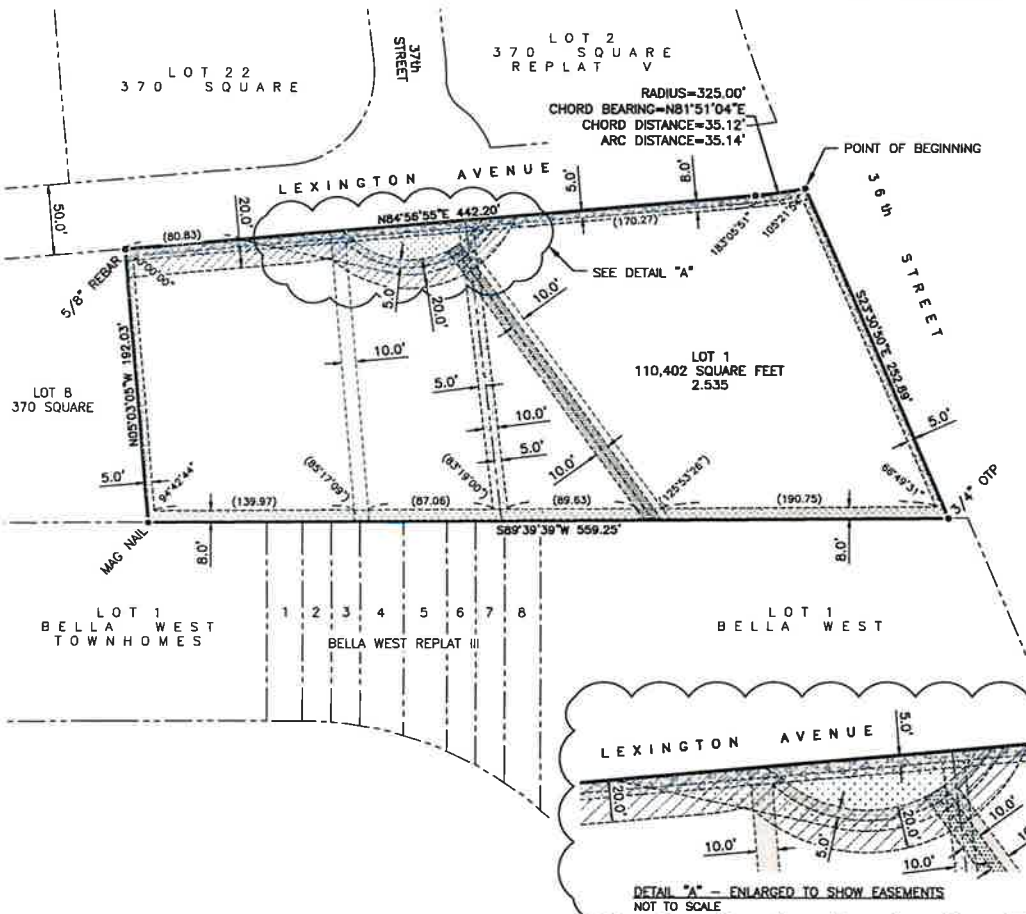
NOTES

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



TD2
engineering & surveying

thompson, dreesen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p:402.330.6600 f:402.330.5666
td2co.com

370 SQUARE REPLAT SIX
LOT 1

0 30 60

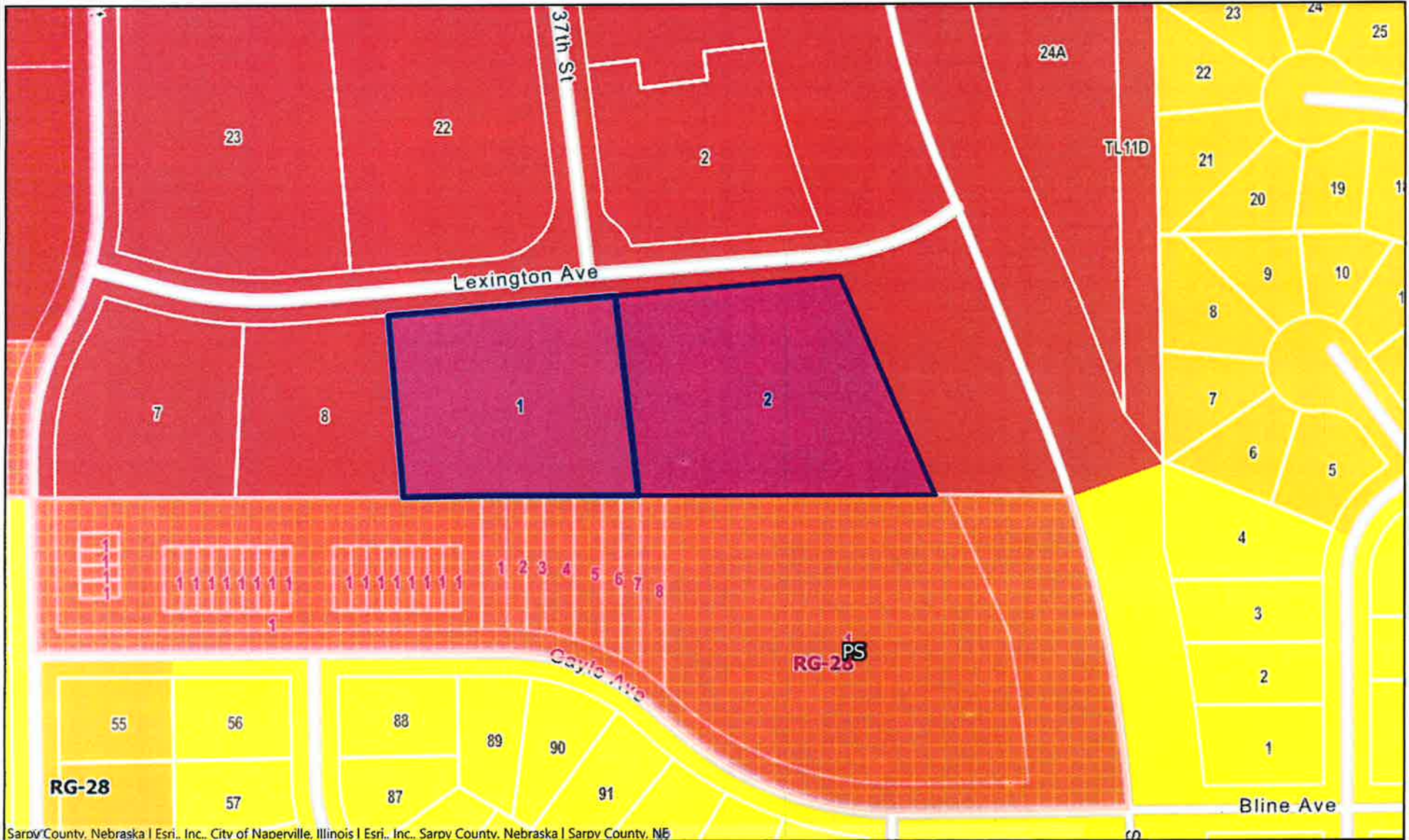
North Arrow

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

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

Sheet Title
CITY OF BELLEVUE
SMALL SUBDIVISION

Sheet Number
SHEET 1 OF 1



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



Map Scale 1: 2257

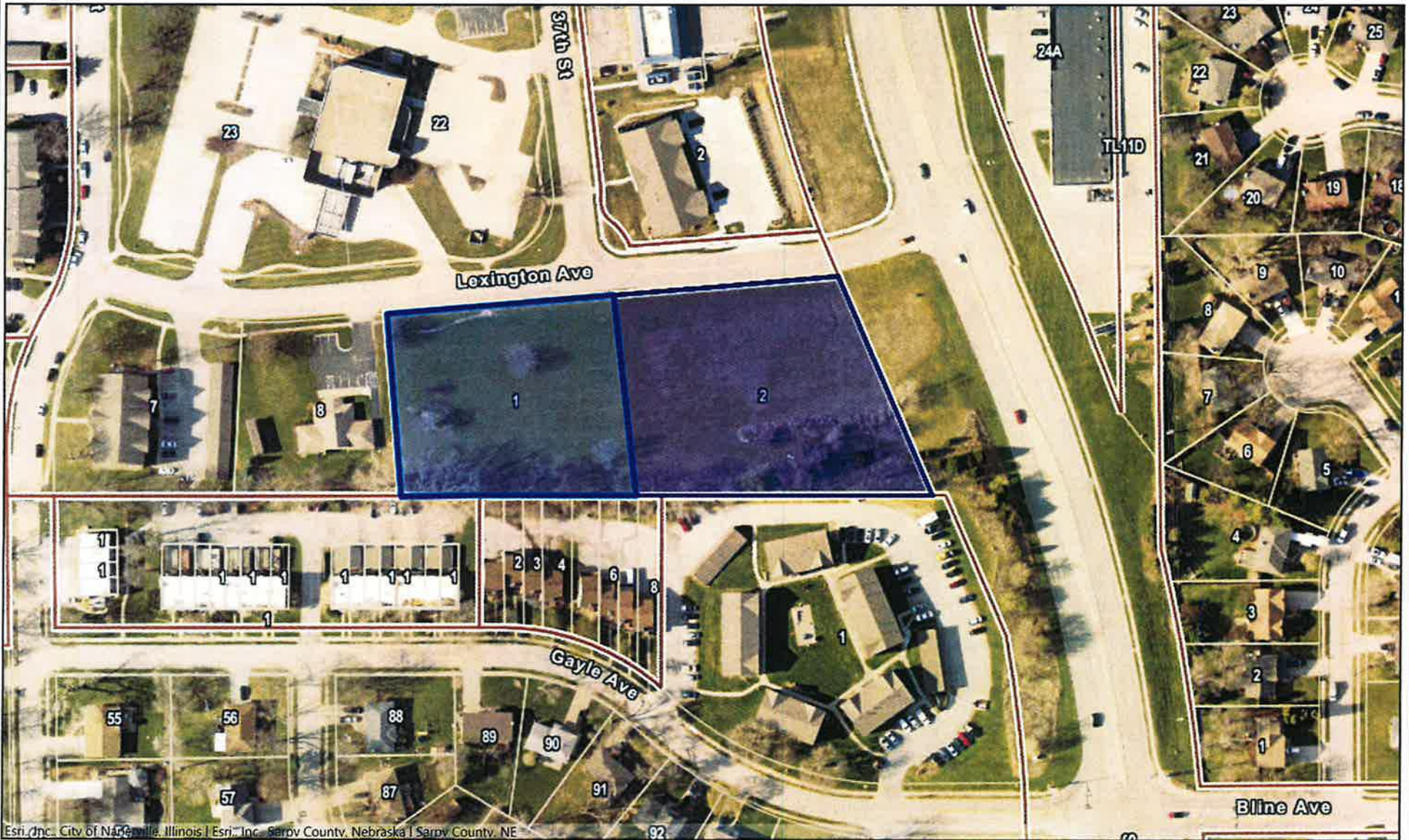
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Notes



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



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

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

BUILDING STATISTICS

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

BUILDING B - 25 UNITS		
1 BEDROOM	16	
2 BEDROOM	9	
BUILDING FOOTPRINT:	10,400	SF
BUILDING SF:	31,200	SF
TOTAL UNITS:	51	

PARKING STATISTICS

PARKING COUNTS	
1 BED, 2 x 32'	64
2 BED, 2 x 19'	38
PARKING REQUIRED	102
GARAGE PARKING:	16
SURFACE PARKING:	86
TOTAL	104

LANDSCAPING REQUIREMENTS

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

PLANT TYPES

PLANT	QTY	REMARKS	DATE	BY

FOR PRELIMINARY DESIGN PURPOSES ONLY. SUBJECT TO CHANGE. FINAL LANDSCAPING DESIGN TO BE DETERMINED BY DESIGN PROFESSIONAL'S SITE SPECIFIC ANALYSIS AND APPROVAL.



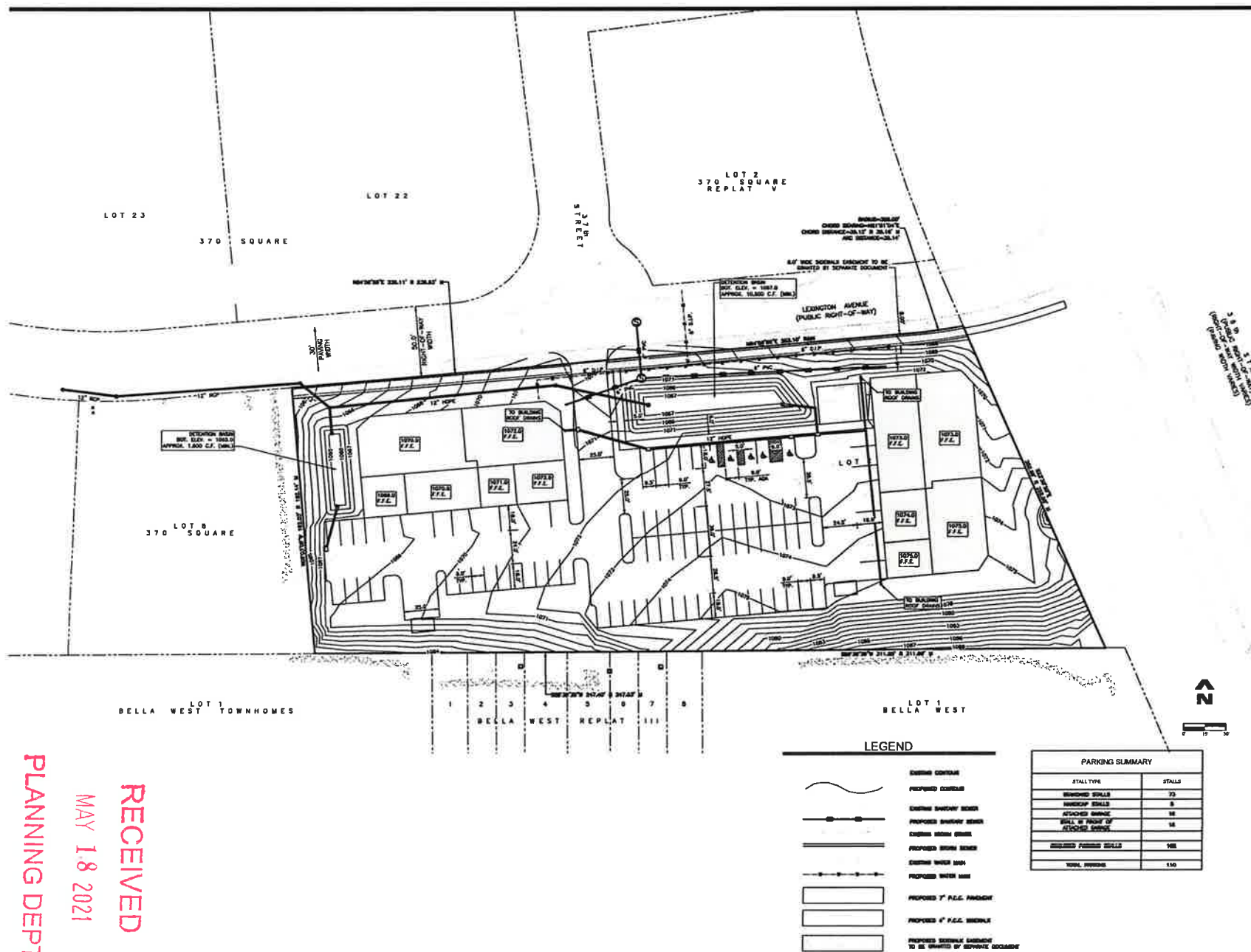
SITE PLAN

RECEIVED
APR 27 2021
PLANNING DEPT.

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

SITE PLAN





RECEIVED
 MAY 18 2021
 PLANNING DEPT.

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.

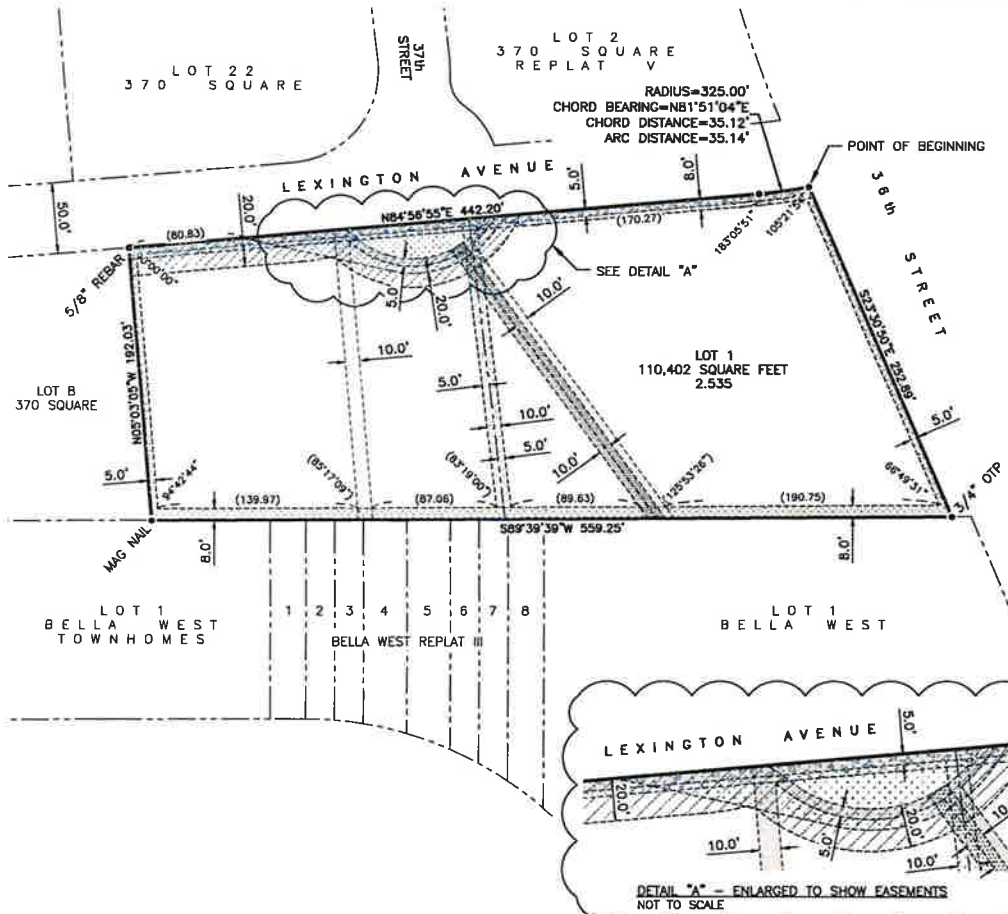
NOTES

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 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. 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 GUTS 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, gressan & dörner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.230.6600 f.402.230.5666
td2co.com

370 SQUARE REPLAT SIX
LOT 1



No.	Description	MM-DD-YY
01	NOTARY 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

ORDINANCE NO. 4040

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 3619 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 36th STREET AND LEXINGTON AVENUE, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

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

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

(Sage Capital, LLC)

Section 2. This ordinance shall not take effect until such time as the final plat of Lot 1, 370 Square Replat Six, is filed with the Sarpy County Register of Deeds in accordance with Section 5-10 of the City of Bellevue Subdivision Regulations.

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

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

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

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: 06/15/2021
Second Reading: 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 6th 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

11b.
07/20/2021

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 DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:



FINANCE APPROVAL AS TO FORM:



ADMINISTRATOR APPROVAL AS TO FORM:



ORDINANCE NO. 4041

AN ORDINANCE TO AMEND ARTICLE I, CHAPTER 20, OF THE BELLEVUE MUNICIPAL CODE BY ADDING A NEW SECTION 20-15 REGARDING FAILURE TO APPEAR AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Section 20-15 of Chapter 20, Article I of the Bellevue Municipal Code is hereby added to read as follows:

Section 20-15 FAILURE TO APPEAR.

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

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

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

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

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

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11c.
07/20/2021

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 Sectio n7-11 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 DISTRUBUTION 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

12a.
07/20/2021

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:

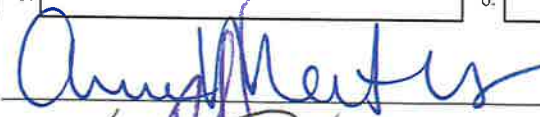
RECOMMENDATION:


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 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.

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 6th 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 36th 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

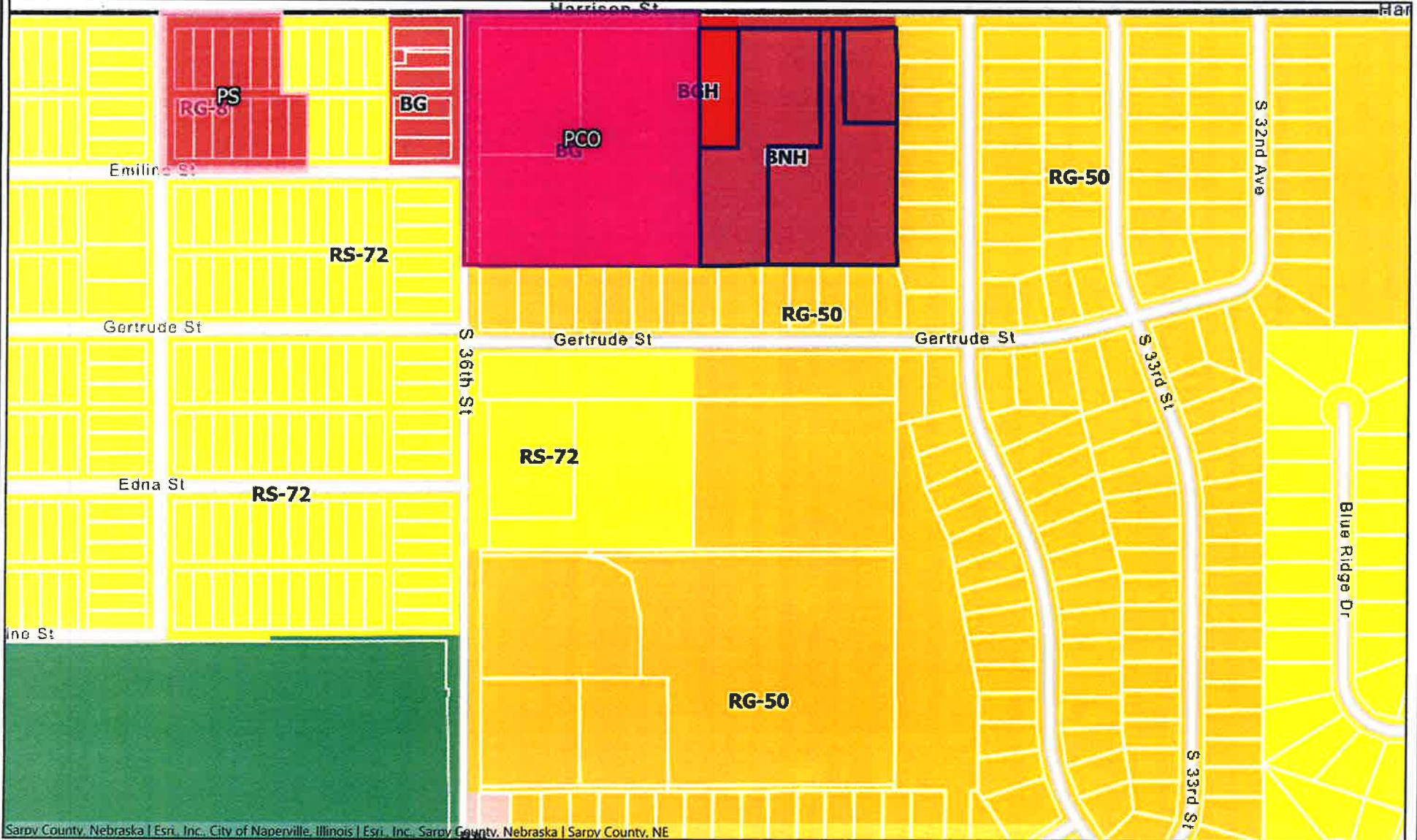
1. Zoning Map
2. 2020 GIS aerial photo of the property
3. Zoning justification from Jeff Stoll dated May 21, 2021
4. Zoning exhibit received June 15, 2021
5. Waiver request from Jeff Stoll dated May 21, 2021
6. Preliminary plat received June 15, 2021
7. Final plat received June 15, 2021

VII. COPIES OF REPORT TO:

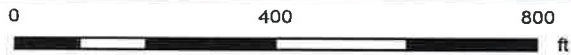
1. Svendsen Real Estate, LLC (Barbara Shannon)
2. Pat Sullivan, Adams and Sullivan
3. E & A Consulting Group, Inc. (Jeff Stoll)
4. Public Upon Request


Assistant Planning Manager Date 6/28/21


Planning Manager Date 06/28/21



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.

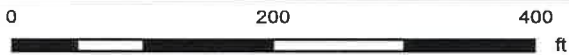


Notes





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.

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.

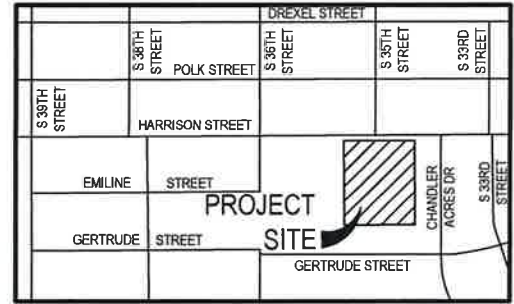
Jeff Stoll
Platting Services Assistant Manager

RECEIVED
MAY 21 2021
PLANNING DEPT.

SVENDSEN ACRES REPLAT ONE

LOTS 1 THRU 5 INCLUSIVE

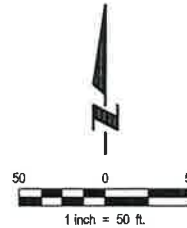
A TRACT OF LAND BEING LOT 1, SVENDSEN ACRES, A SUBDIVISION LOCATED IN SECTION 16, ALSO TOGETHER WITH TAX LOTS D9H, D9D, D9C, D9B, TAX LOTS LOCATED IN SAID SECTION 16, ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH, P.M., SARPY COUNTY NEBRASKA.



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.

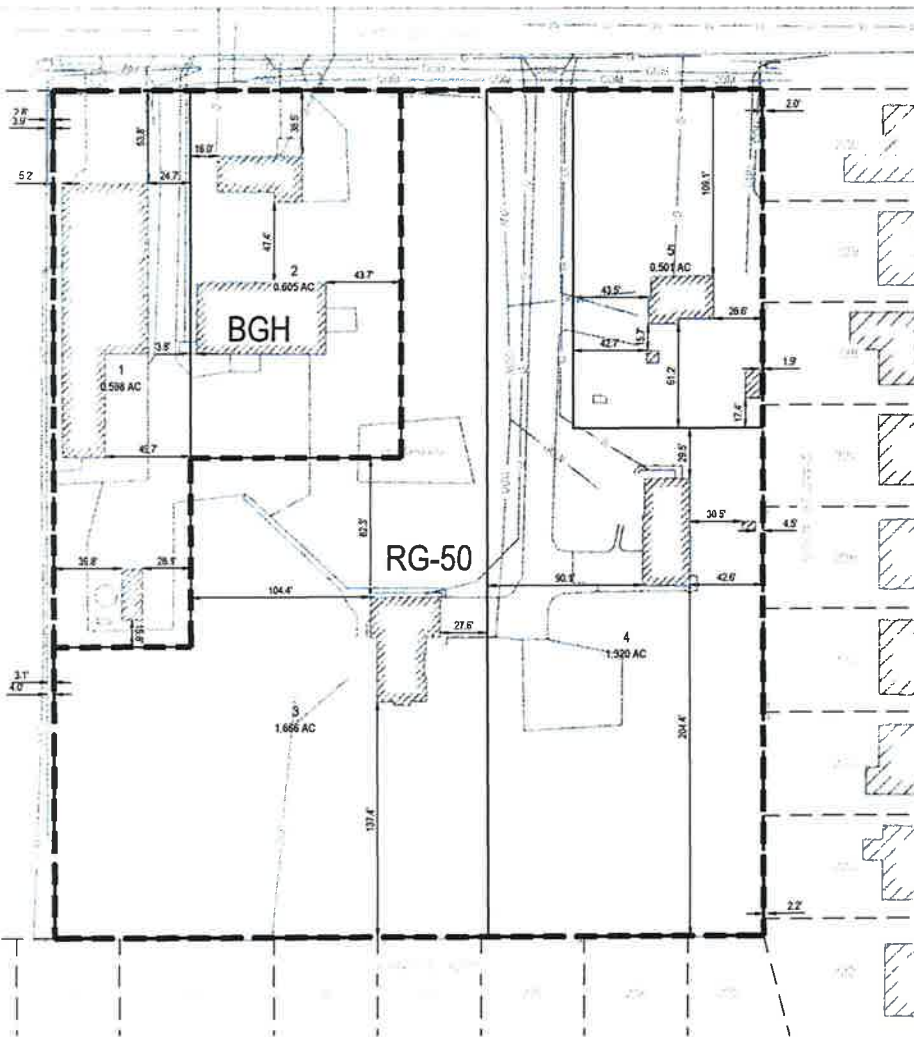
SAID TRACT OF LAND CONTAINS AN AREA OF 204,278 SQUARE FEET OR 4.680 ACRES, MORE OR LESS

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

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Engineering Answers

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P 402.895.4700 • F 402.895.3599
www.eacg.com

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 36th 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.

Sincerely,
E & A Consulting Group, Inc.

Jeff Stoll
Platting Services Assistant Manager

RECEIVED

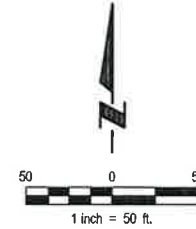
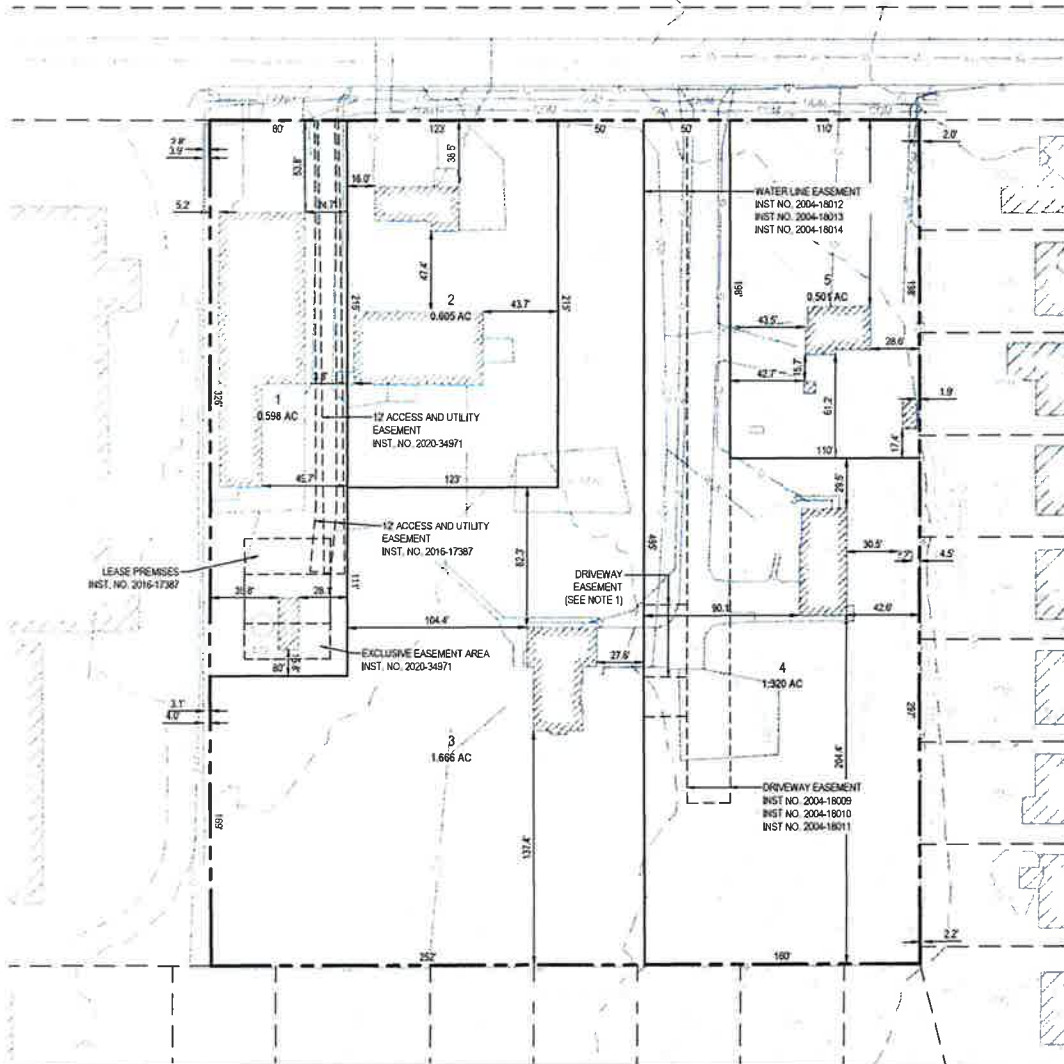
MAY 21 2021

PLANNING DEPT.

SVENDSEN ACRES REPLAT ONE

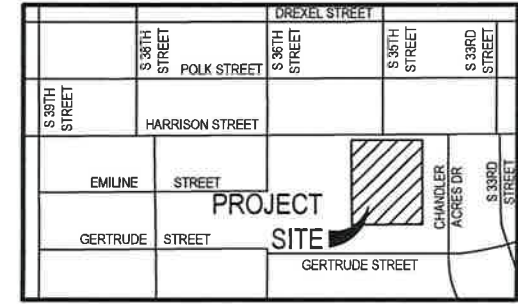
LOTS 1 THRU 5 INCLUSIVE

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



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.eaag.com

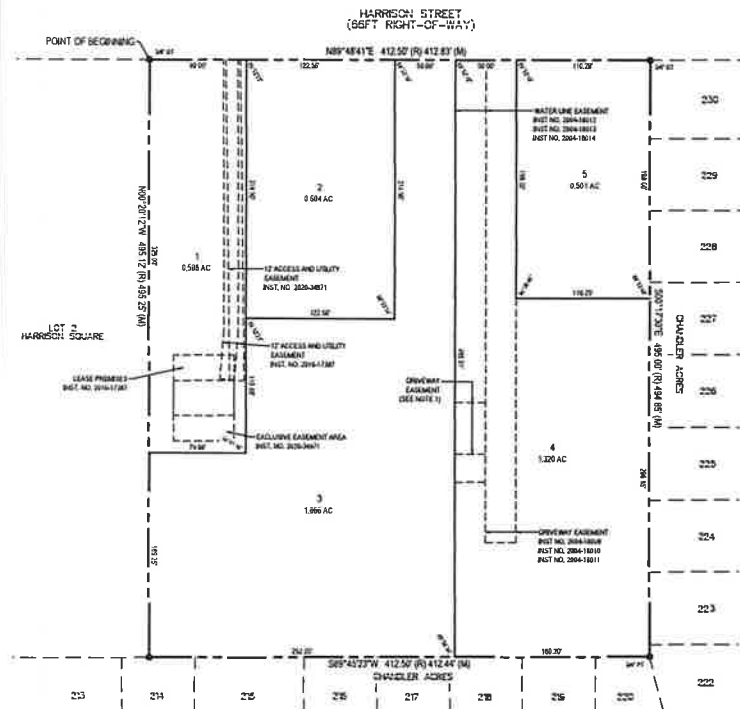
RECEIVED

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 ME, 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 ME, 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 BEARING) 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 484.45 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 485.25 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.eag.com



SVENDSEN ACRES REPLAT ONE
LOTS 1 THRU 5 INCLUSIVE
BELLEVUE NEBRASKA

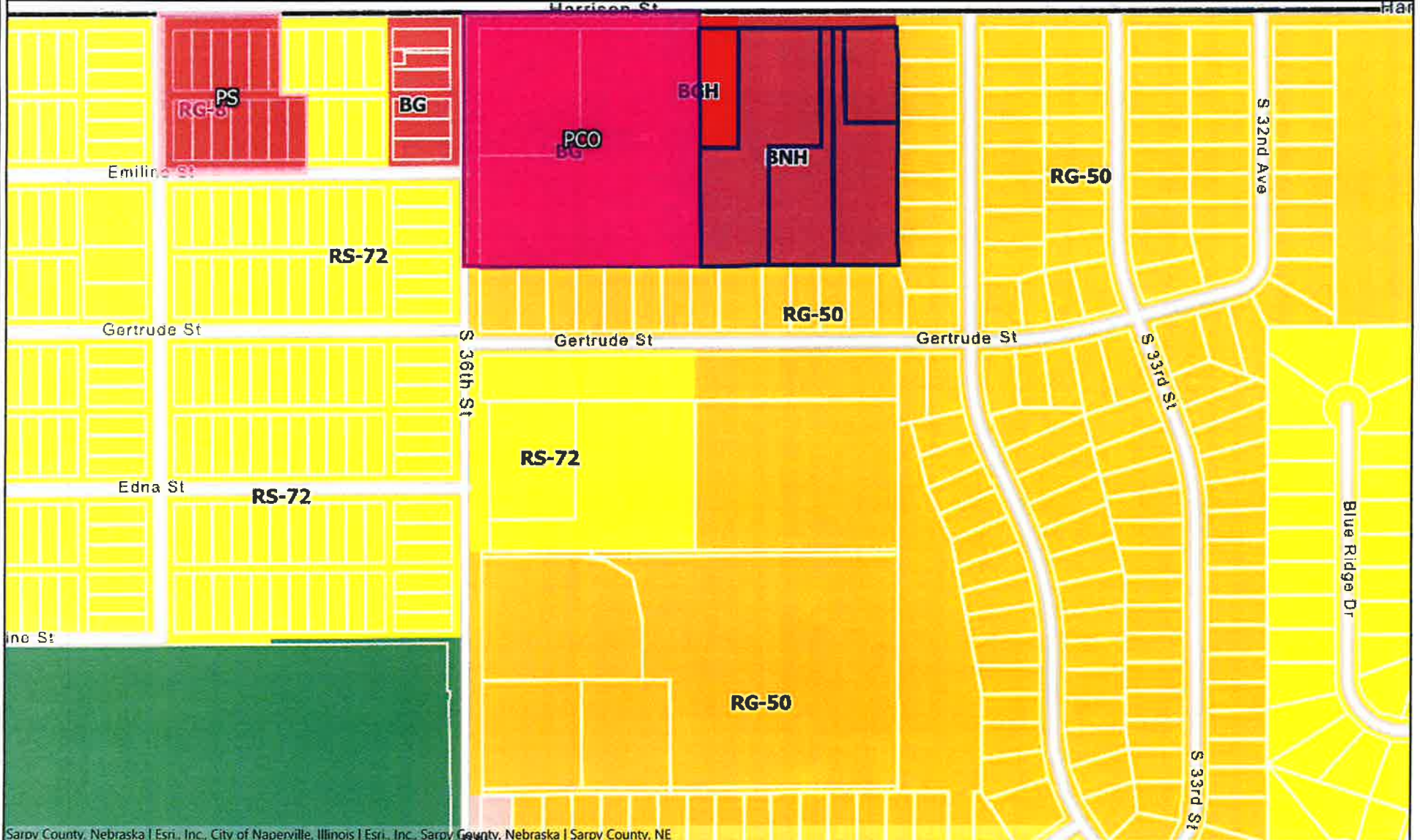
FINAL PLAT

File No.	PER2021-005
Date	04/29/2021
Drawn By	DES
Checked By	DES
Scale	1" = 50'
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.

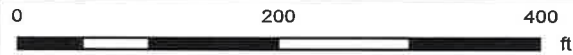


Notes





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



Map Scale 1: 2257

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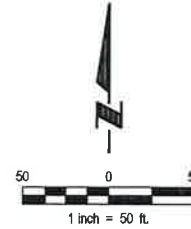
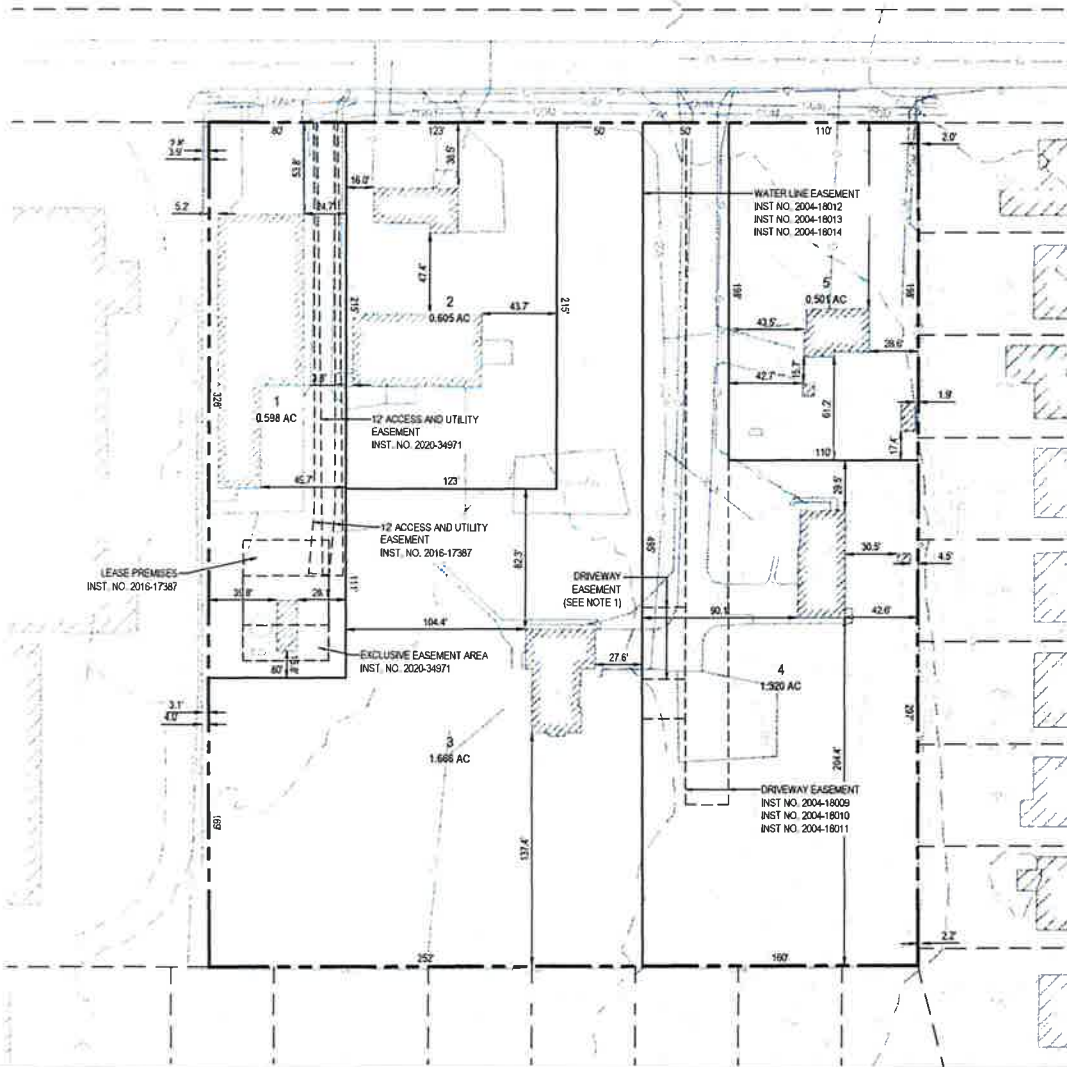
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SVENDSEN ACRES REPLAT ONE

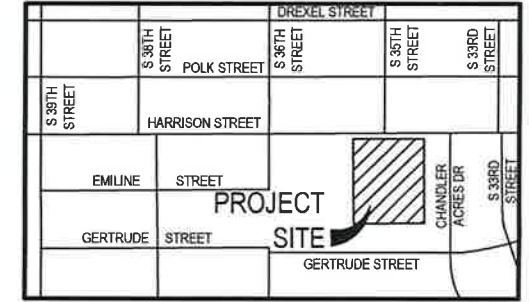
LOTS 1 THRU 5 INCLUSIVE

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
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- 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:

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- TYPICAL UTILITY EASEMENTS WILL BE DEDICATED WITH THE FINAL PLAT.

RECEIVED
JUN 15 2021
PLANNING DEPT.

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



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

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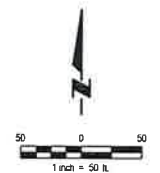
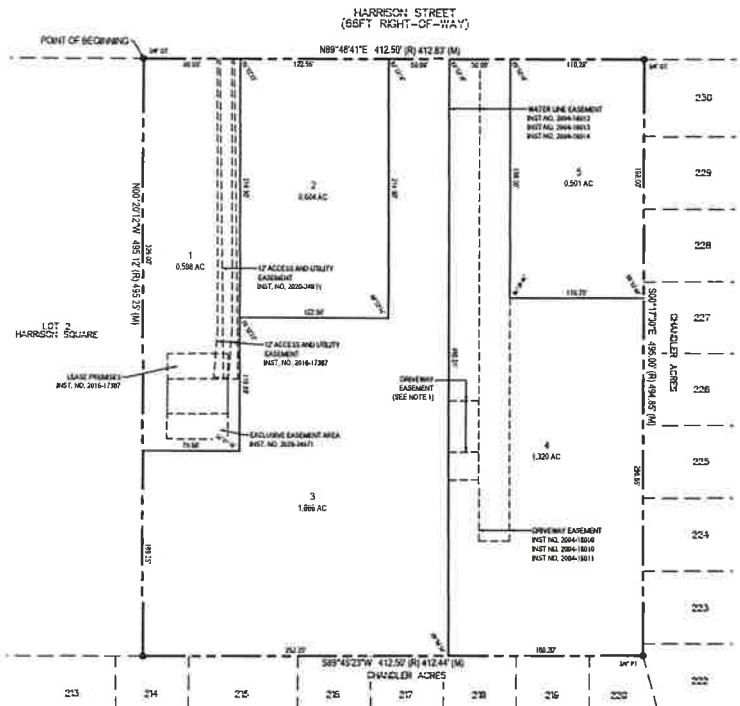
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SVENDSEN ACRES REPLAT ONE

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

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

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 CERTIFICATE 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 (6) 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 ON, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL STREETS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN SAID EASEMENT STRIPS, BUT THE SAME MAY BE USED FOR GARDENS, SHOWBILS, 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:

- ALL EASEMENTS THAT ARE NOT LABELED WITH ANY RECORDING INFORMATION WILL BE RECORDED BY A SEPARATE DOCUMENT.
- 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 D92, 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 D92; 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 D92, D93 AND D98, 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 D98; THENCE N00°20'17"W ALONG THE WEST LINE OF SAID TAX LOT D98, 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 _____ APPROVAL OF THIS FINAL PLAT SHALL BECOME FINAL 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.	Project No.	Date	Description
2020-022-003	2020-022-003	06/09/21	REPLAT PERMIT COMMENTS

10000 LM Industry Blvd, Ste 100 • Omaha, NE 68154
Phone: 402.336.8700 • Fax: 402.336.2599
www.eaeng.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 6th 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 6th 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

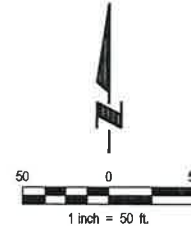
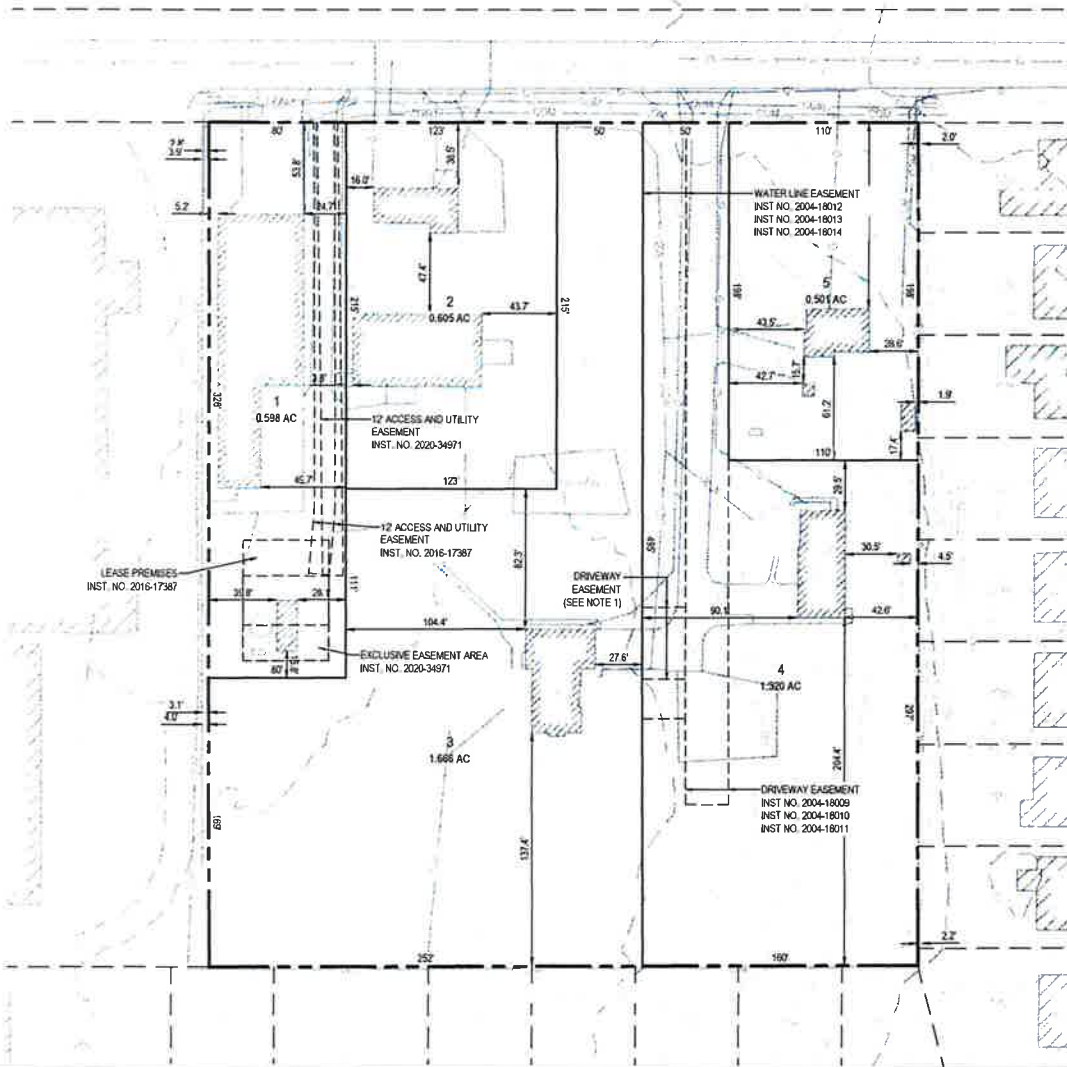
Second Reading: 07/20/2021

Third Reading: _____

SVENDSEN ACRES REPLAT ONE

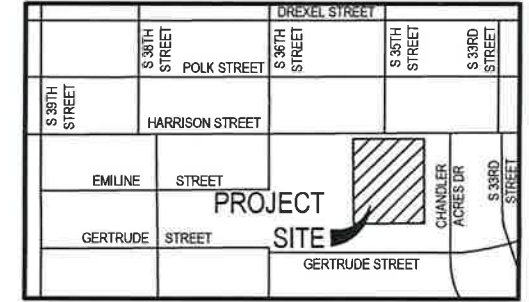
LOTS 1 THRU 5 INCLUSIVE

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 204,276 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
PLANNING DEPT.

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
06/15/21	REVISED PER CITY COMMENTS

PRELIMINARY PLAT

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



E & A CONSULTING GROUP, INC.
Engineering Answers

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

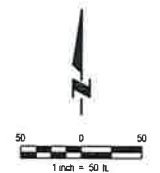
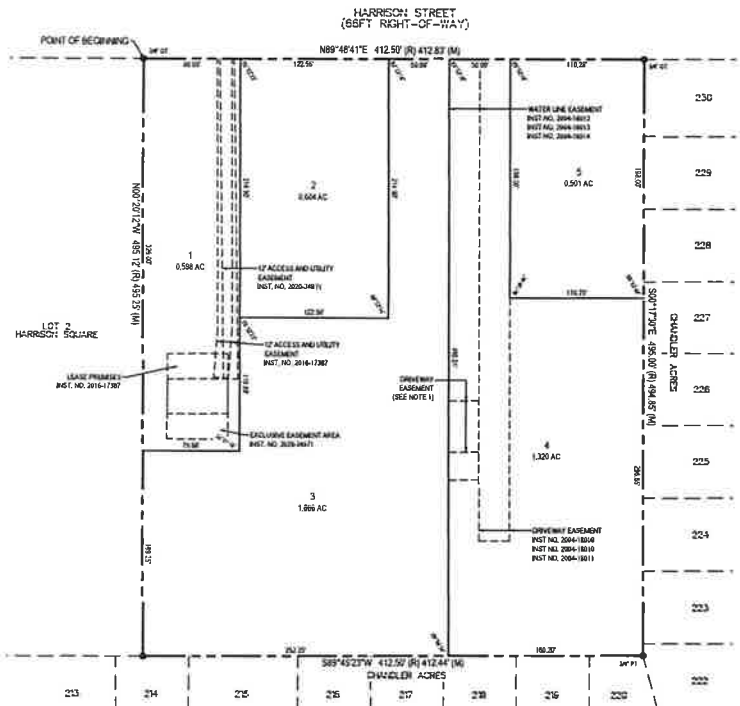
RECEIVED
JUN 15 2021

PLANNING DEPT.

SVENDSEN ACRES REPLAT ONE

LOTS 1 THRU 5 INCLUSIVE

BEING A REPLATING OF LOT 1, SVENDSEN ACRES, A SUBDIVISION LOCATED IN SECTION 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.



LEGEND

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

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

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 CERTIFICATE 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 HEREIN 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 ON, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL STREETS, AND PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN SAID EASEMENT 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.	Project No.	Date	Description
2020-022-001	2020-022-001	06/09/21	REPLAT PERMIT COMMENTS

10000 LM Utility Road, Suite 100 • Omaha, NE 68154
Phone: 402.336.8706 • Fax: 402.336.2599
www.eandag.com

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12b.
07/20/2021

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.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures in blue ink]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: 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 95th Street
Omaha, NE 68127

C. GENERAL LOCATION:

Southeast of South 25th 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 6th 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 25th 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 25th
2. Access is proposed from two points: one off South 25th 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 21st Street and South 25th Street. The city has been looking to alleviate congestion in the area of South 21st 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 21st Street to South 25th 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 25th 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

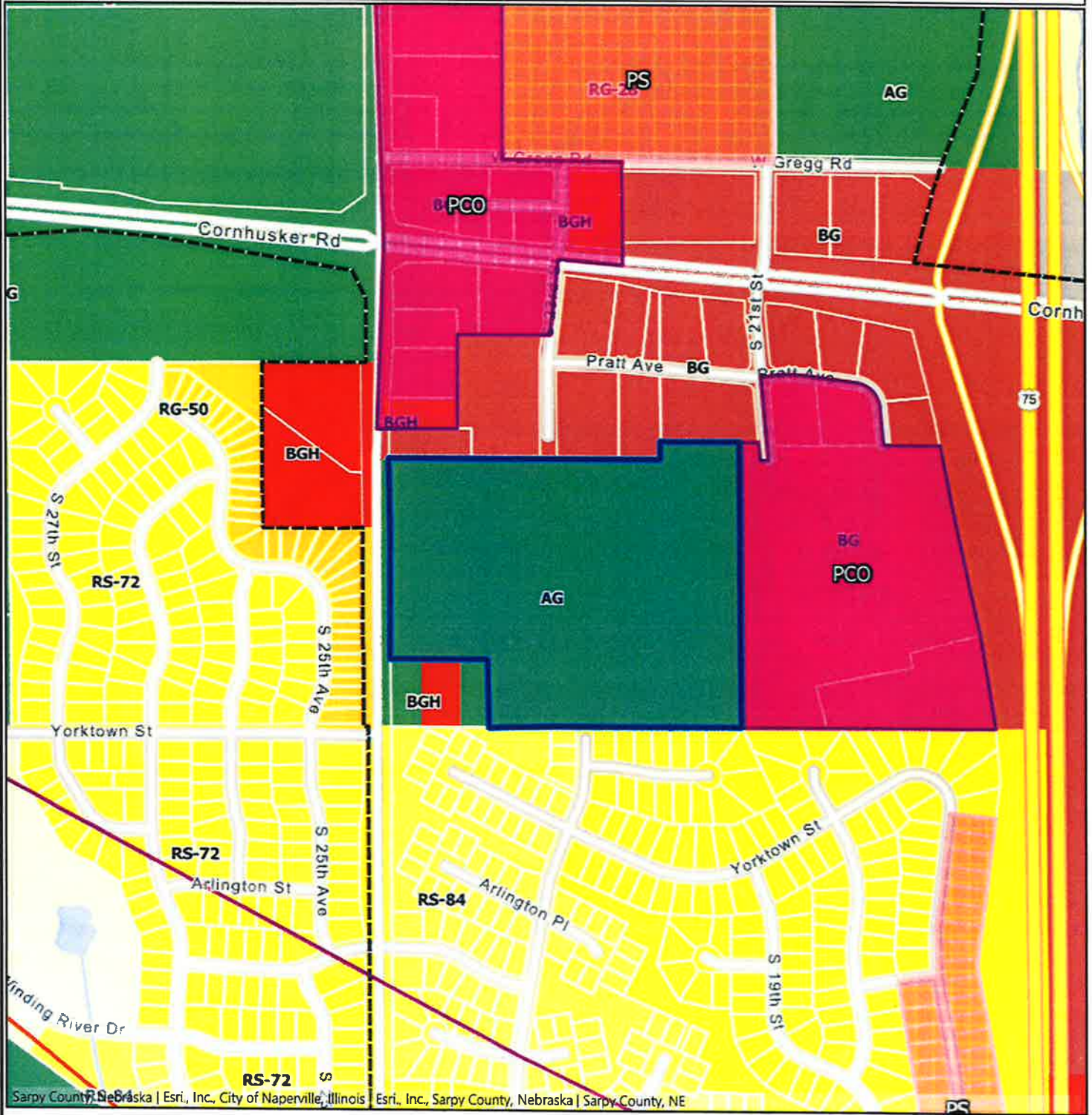
1. Zoning Map
2. 2020 GIS aerial photo of the property
3. Justification letter from the applicant received May 21, 2021
4. Preliminary plat received June 17, 2021
5. Final plat received June 17, 2021
6. Site plan received June 17, 2021
7. Landscape Plan received June 15, 2021
8. Architectural renderings

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

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Notes



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Redwood Apartments – 25th and Cornhusker

Rezoning Application

Reason for Rezone:

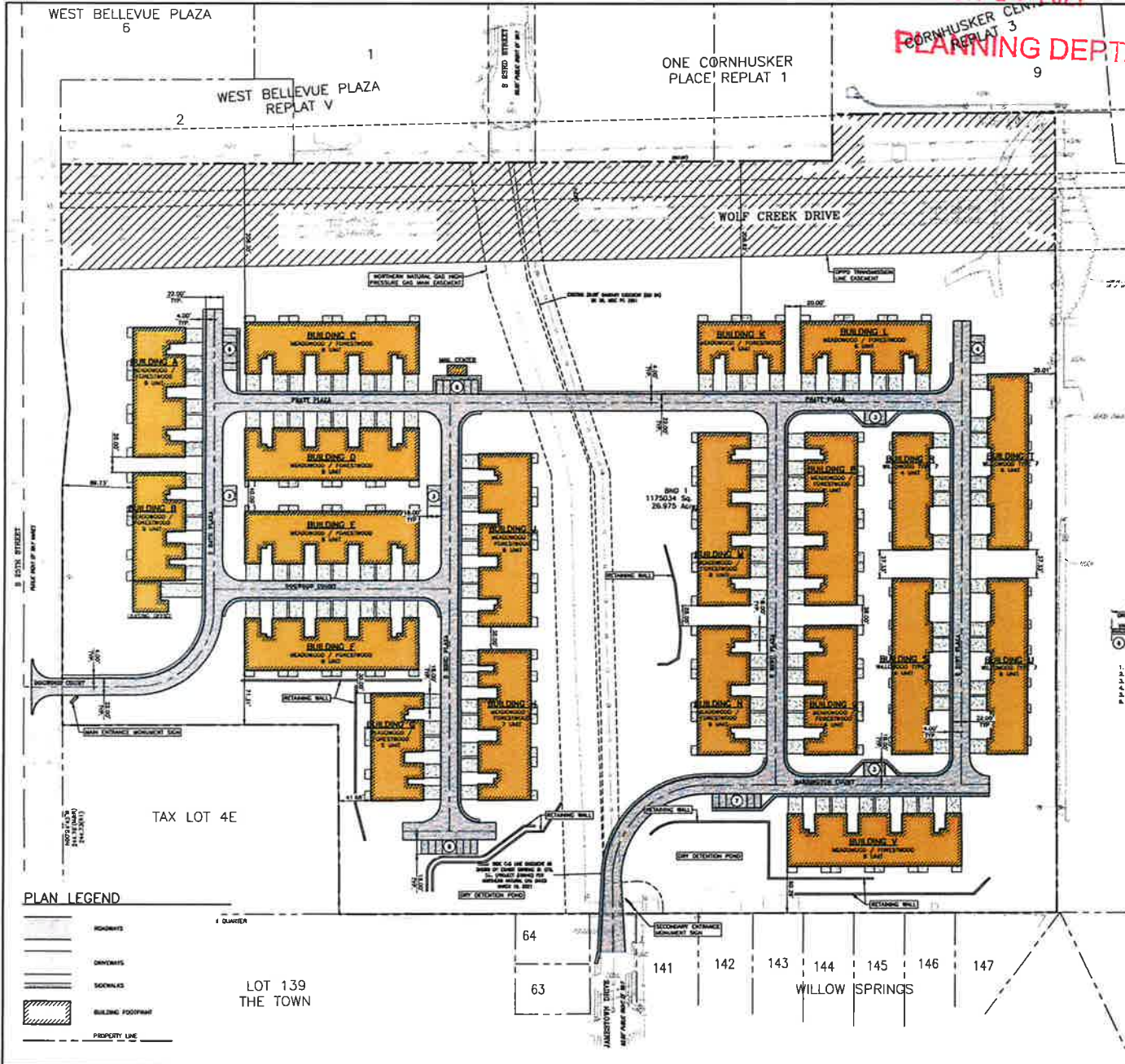
The existing site is an undeveloped parcel nestled between commercial businesses and a single-family residential subdivision. In the City of Bellevue's master plan, the property is planned for a residential use. The rezone is necessary regardless of whatever development is to take place on the property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

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MAY 21 2021
PLANNING DEPT.

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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

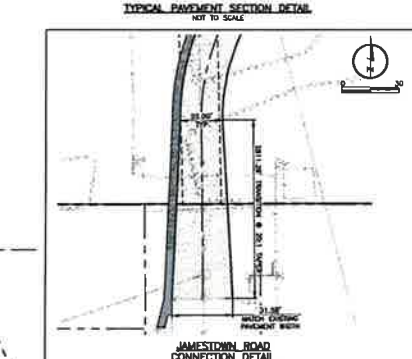
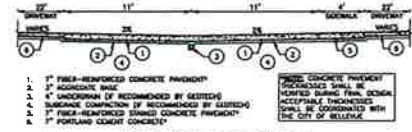
APPLICANT: 440-832-0844 - KEVIN KWATONSKI

PROJECT NUMBER: MULTIFAMILY APARTMENTS

USE TYPE: EXISTING AG. AGRICULTURAL DISTRICT REZONED: P2, R2-28, PLANNED SUBDIVISION GENERAL RESIDENTIAL DISTRICT

SITE REGULATORS (SEE ARTICLE 22.01 AND 22.02 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 22.01.05
B. MINIMUM LOT AREA	N/A	N/A	PER 22.01.05
C. MINIMUM LOT WIDTH	30 FEET	>30 FEET	PER 22.01.05
D. MINIMUM YARDS			
FRONT YARD	30 FEET	60.73 FEET	PER 22.01.02
INTERIOR SIDE YARD	5 FEET	60.29 FEET	PER 22.01.05
REAR SIDE YARD	15 FEET	N/A	PER 22.01.02
REAR YARD	15 FEET	32.61 FEET	PER 22.01.02
E. MINIMUM HEIGHT	35 FEET	<35 FEET	PER 22.01.02
F. MINIMUM BUILDING COVERAGE	80%	18.7%	PER 22.01.05
G. MINIMUM INTERVAL 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 (STAND) STALLS / UNIT	
L. MINIMUM NUMBER OF ACCESSIBLE PARKING STALLS	2% OF TOTAL	>2% OF TOTAL	



LAMP RYNEARSON
 LAMPRYNEARSON.COM
 OMAHA, NEBRASKA
 1417 W. DOUGLAS ST. STE. 100 OMAHA, NE 68104
 FORT COLLINS, COLORADO
 475 MADISON DR., STE. 100 FORT COLLINS, CO 80502
 KANSAS CITY, MISSOURI
 3001 STATE ST., STE. 200 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
 TITLE: 25TH AND CORNHUSKER

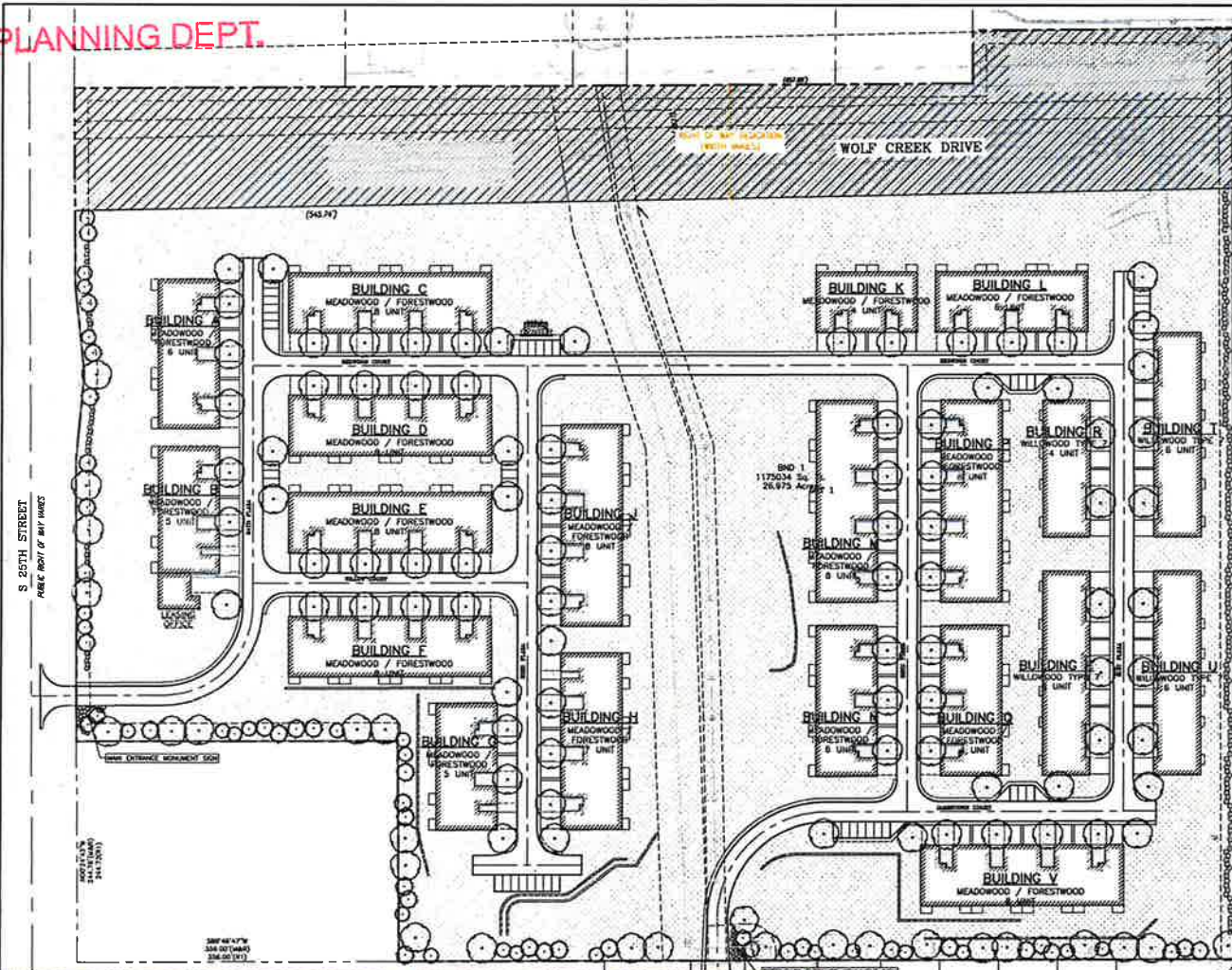
SHEET 1 OF 1

EXHIBIT A

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JUN 15 2021

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	35
	Thuja occidentalis	Green Gable Yew	2" CAL.	30	30
	Thuja plicata	Western Yew	2" CAL.	30	30
	Thuja sutchuanensis	Chinese Yew	2" CAL.	18	18

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	White Spruce	6-7" HT.	80	30
	Thuja occidentalis	Green Gable Yew	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'
	Spiraea japonica	Japanese Spirea	2 CAL.	3-4'	3-4'
	Spiraea prunifolia	Chinese Spirea	2 CAL.	3-4'	3-4'
	Spiraea alba	White Spirea	2 CAL.	3-4'	3-4'
	Spiraea japonica	Japanese Spirea	2 CAL.	3-4'	3-4'
	Spiraea prunifolia	Chinese Spirea	2 CAL.	3-4'	3-4'

ZONING
 EXISTING ZONING: AC - AGRICULTURAL DISTRICT
 PROPOSED ZONING: P3 RD-38 - PLANNED SUBURBAN, 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: 8.26 ACRES 30.62%
 PERVIOUS COVERAGE: 17.62 ACRES 65.38%

LANDSCAPING REQUIREMENTS PER ARTICLE 8.11.06 AND ARTICLE 8
 MULTI-FAMILY RESIDENTIAL 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

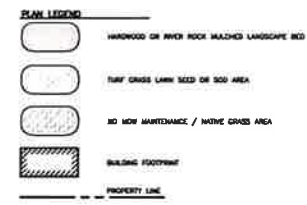
ST. STREET LANDSCAPING PER ART. 8.11.06-B - SOUTH 25TH STREET
 PLANTING REQUIREMENT = 1 DECIDUOUS SHADE/ORNAMENTAL TREE & 3 SHRUBS PER 40 LF OF FRONTAGE
 STREET WAD AREA = 708 LF / 40 = 18.3 PLANTING UNITS
 REQUIRED PLANTINGS = 18 DECIDUOUS SHADE/ORNAMENTAL TREES
 56 SHRUBS

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. 8.09.07-B
 ADJACENT ZONING:
 = NORTH (80)
 = SOUTH (40, 80A, 85-84 & 85-72)
 = EAST (80)
 = WEST (25TH STREET R.O.B.)

RETAINED SHRUBS TABLE PER TABLE 8A, ART. 8.09.07-B
 N/A = NORTH (80)
 N/A = EAST (80)
 N/A = SOUTH (80)
 20' = SOUTH (80) & (80A) 20' 1 ROW OF DECIDUOUS AND EVERGREEN TREE SPACES AT 6' 1/2' SPREAD
 132 LF / 38 = 3.47 TREES

TOTAL REQUIRED PLANTINGS
 ORNAMENTAL TREES: 87 TREES 278
 EVERGREEN TREES: 41 TREES 336 (PER ART. 8.11.06-F)
 DECIDUOUS TREES: 48 TREES 408
 TOTAL TREES: 176 TREES 1022
 TOTAL SHRUBS: 242 SHRUBS



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 LANDSCAPE ARCHITECTS
 LAMPRYNEARSON.COM
 OMAHA, NEBRASKA
 1474 W. DOUGLAS ST., STE. 100
 FORT COLLINS, COLORADO
 1715 INDEPENDENCE DR., STE. 100
 KANSAS CITY, MISSOURI
 3611 S.W. 15TH AVE., STE. 300
 MIAMI, FLORIDA

PRELIMINARY
 NOT VALID FOR CONSTRUCTION
 08-18-2020

PLANNED SUBMISSION
 LANDSCAPING PLAN
 REDWOOD 25TH AND CORNHUSKER
 SARPY COUNTY, NEBRASKA

811
 Know what's below.
 Call before you dig.
 1-800-4-A-SHIELD

OWNER / DESIGNER
 NAME: _____
 DATE: _____
 PROJECT NUMBER: _____
 SHEET NO. OF _____
 TOTAL SHEETS: _____

DATE: _____

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



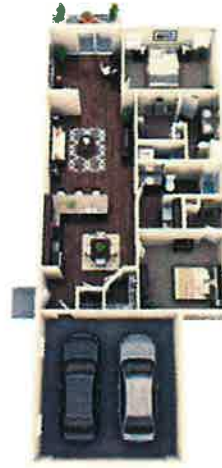
Forestwood

1,294 SQFT



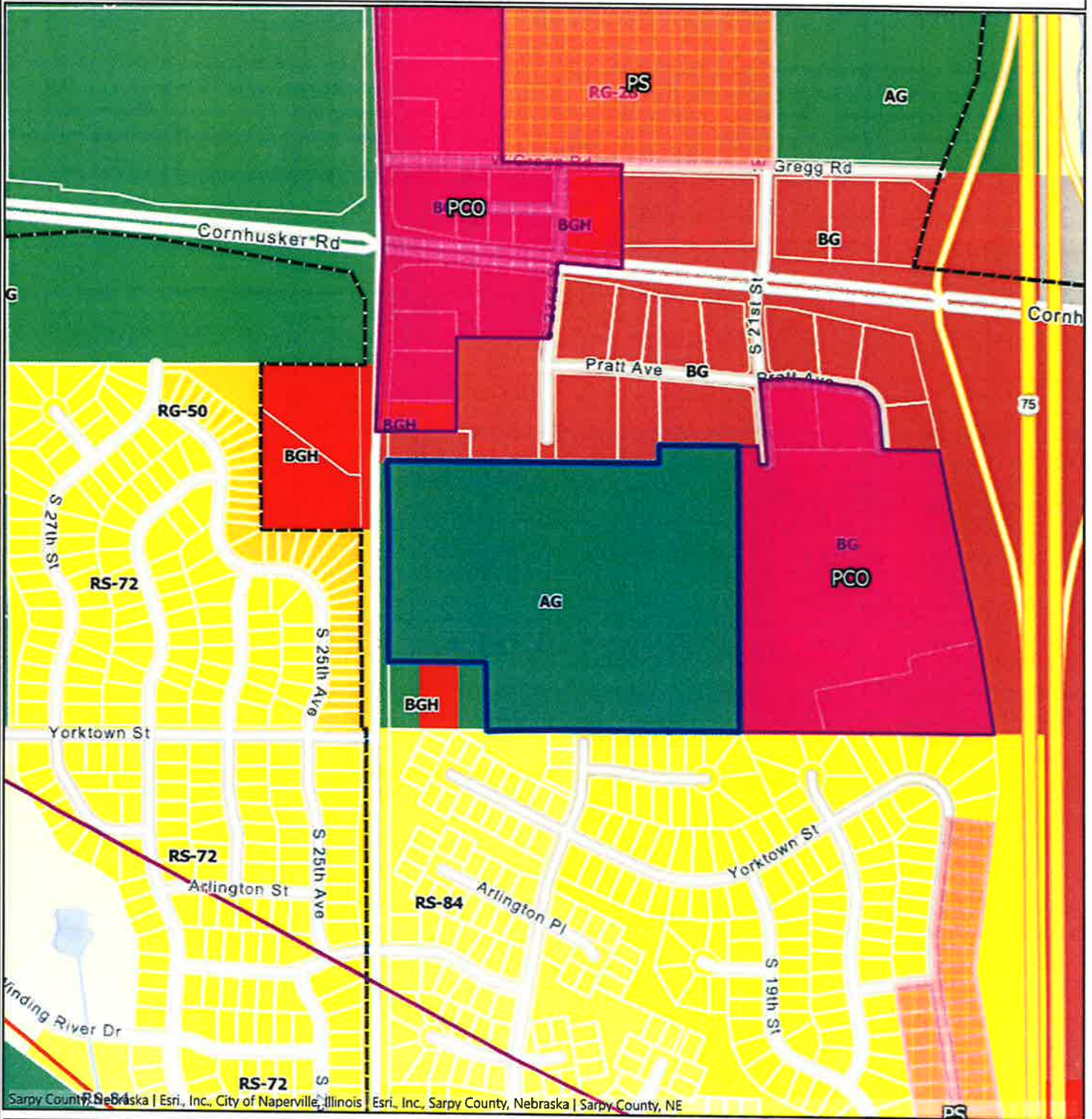
Meadowood

1,327 SQFT



Willowood

1,381 SQFT



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Notes



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Notes



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JUN 17 2021

PLANNING DEPT

LOCATED IN
OF 1/4 NE 1/4 SEC. 27, T14N, R13E

LAMP RYNEARSON

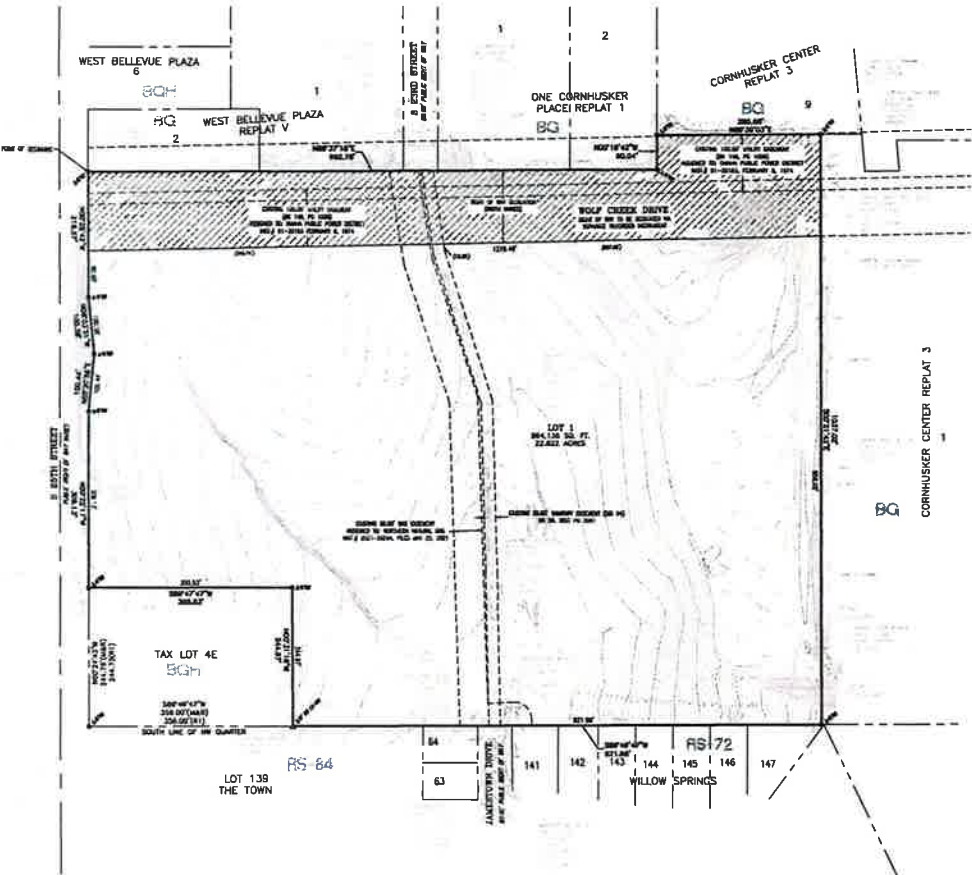
LAMPRYNEARSON.COM
OMAHA, NEBRASKA
1470 W LODGE RD, STE. 100 INDOOR-348
FORT COLLINS, COLORADO
4715 BRIMAVEN DR, STE. 100 FORTCOLO24
KANSAS CITY, MISSOURI
801 STATE RD, STE. 200 819041 040



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 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" BEMM UNLESS OTHERWISE NOTED
---	EXISTING EASEMENT	○	3/4" BEMM UNLESS OTHERWISE NOTED
---	FIBER OPTIC LINE	○	1 1/4" YELLOW PLASTIC CAP STAMPED LS-811
---	SHOW FILE CODE	○	POWER POLE
---	SET EDGE	○	SMOOTH MANHOLE
---	SEWER LINDER LINE	○	SDH
---	GAS LINE	○	SEWER MANHOLE
---	OVERHEAD POWER	○	STORM PIPE END
---	PARKING EDGE	○	TELEPHONE MANHOLE
---	BUILDING EDGE	○	TELEPHONE JUNCTION
○	AREA INLET ROUND	○	WATER VALVE
○	BELLJAR	○	MEASURED
○	CABLE MARKING SIGN	○	RECORDED
○	CONTROL POINT	○	PLAT
○	DECOMMISSIONED TREE	○	RODMAN SURVEY (1977)
○	ELECTRIC PNEUMATIC	○	RODMAN SURVEY (1977)
○	FES	○	REBAR
○	FIBER OPTIC PULLBOX	○	SOULS SIGN
○	PWC HYDRANT	○	ORANGE PLASTIC CAP
○	GAS MARKING SIGN	○	STREET RESECTION
○	ORANGE INLET	○	
○	DRY WIRE	○	
○	H STRUCTURE	○	

OWNER
DELORES BARRACLOUGH AND CHARLES FRANK - TRUSTEES
848 S 25TH STREET
OMAHA, NEBRASKA 68127

APPLICANT
BELLEVUE 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 68103-2247

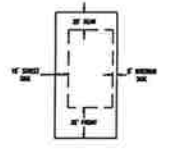
WATER
METROPOLITAN UTILITIES DISTRICT
3100 SOUTH 81ST AVENUE
OMAHA, NE 68106-3521

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., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:
BEGINNING AT A 5/8" BEAM AT THE SOUTHWEST CORNER OF LOT 2, WEST BELLEVUE PLAZA REPLAT V, 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 (BEARING) 60.810 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 SARPY COUNTY, NEBRASKA, TO A 5/8" BEAM 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" BEAM AT THE SOUTHWEST CORNER OF LOT 6, CORNHUSKER CENTER REPLAT 3, A SUBDIVISION, AS SURVEYED, PLATTED, AND RECORDED IN SARPY COUNTY, NEBRASKA;
THENCE NORTH 89°39'51" SAG FOR 285.88 FEET ON THE SOUTH LINE OF SAID LOT 6, TO A 5/8" BEAM AT THE NORTHWEST CORNER OF LOT 1, CORNHUSKER CENTER REPLAT 3, A SUBDIVISION, AS SURVEYED, PLATTED, AND RECORDED IN SARPY COUNTY, NEBRASKA;
THENCE SOUTH 02°21'43" EAST FOR 1037.02, TO A 5/8" BEAM 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 SARPY COUNTY, NEBRASKA, TO A 5/8" BEAM 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" BEAM AT THE NORTHEAST CORNER OF SAID TAX LOT 4E;
THENCE SOUTH 89°47'47" WEST FOR 300.50 FEET TO A 5/8" BEAM 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" BEAM;
(2) THENCE NORTH 89°27'10" EAST FOR 108.04 FEET TO A 5/8" BEAM;
(3) THENCE NORTH 89°37'51" WEST FOR 100.84 FEET TO A 5/8" BEAM;
(4) THENCE NORTH 87°52'40" WEST FOR 218.57 FEET TO THE POINT OF BEGINNING;
CONTAINING 22.822 ACRES AS FOLLOWS MEASURED.

FLOOD ZONE
UNSHOVED ZONE X
AREA OF MINOR FLOOD HAZARD.
MAP NUMBER 311320000H
MAP EFFECTIVE DATE: 3/20/2010
COMBINATION NUMBER: 31181
FLOOD ZONE REQUIREMENTS MAY BE SUBJECT TO CHANGE OR MODIFICATION 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 PROPOSED.

CONTROL NOTE
- HORIZONTAL DIMENSIONS ARE BASED ON SARPY COUNTY LOW ELEVATION COORDINATE SYSTEM.
- VERTICAL DIMENSIONS ARE BASED ON NAVD83 (8200-10) AS ESTABLISHED USING LEGAL REFERENCED 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 RESPONSIVE TO OUR REQUESTS AND THOSE MARKED BY "THE ONLY" 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 ONLY (811) PRIOR TO ANY CONSTRUCTION ON THIS SITE.
- TICKET NO. 210484114, 210484234, 210484304
DATED 3/27/2021



NOTE: OTHER REQUIREMENTS AND SETBACKS MAY APPLY.

RC-ZB ZONING
MULTI-FAMILY DWELLING
SETBACK REQUIREMENTS
NO SCALE

PRELIMINARY PLAT
REDWOOD 25, LOT 1
BELLEVUE, SARPY COUNTY, NEBRASKA

811
Know what's below.
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1-800-485-4848
www.811.org

Customer Information
Date: _____
Project Number: _____
Block and Face: _____
Sheet: 1 of 1

ORDINANCE NO. 4045

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 3619 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT SOUTH 25TH STREET AND CORNHUSKER ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

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, Nebraska

From AG (Agricultural District) to RG-28-PS (General Residential – 2,800 Square Foot Zone – Planned Subdivision District)

(Redwood USA, LLC)

Section 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.

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.

ADOPTEED 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: 07/20/2021

Third Reading: _____



Bellevue, Nebraska
July 20th 2021

7007 East Pleasant Valley Road, Independence Ohio

ABOUT US

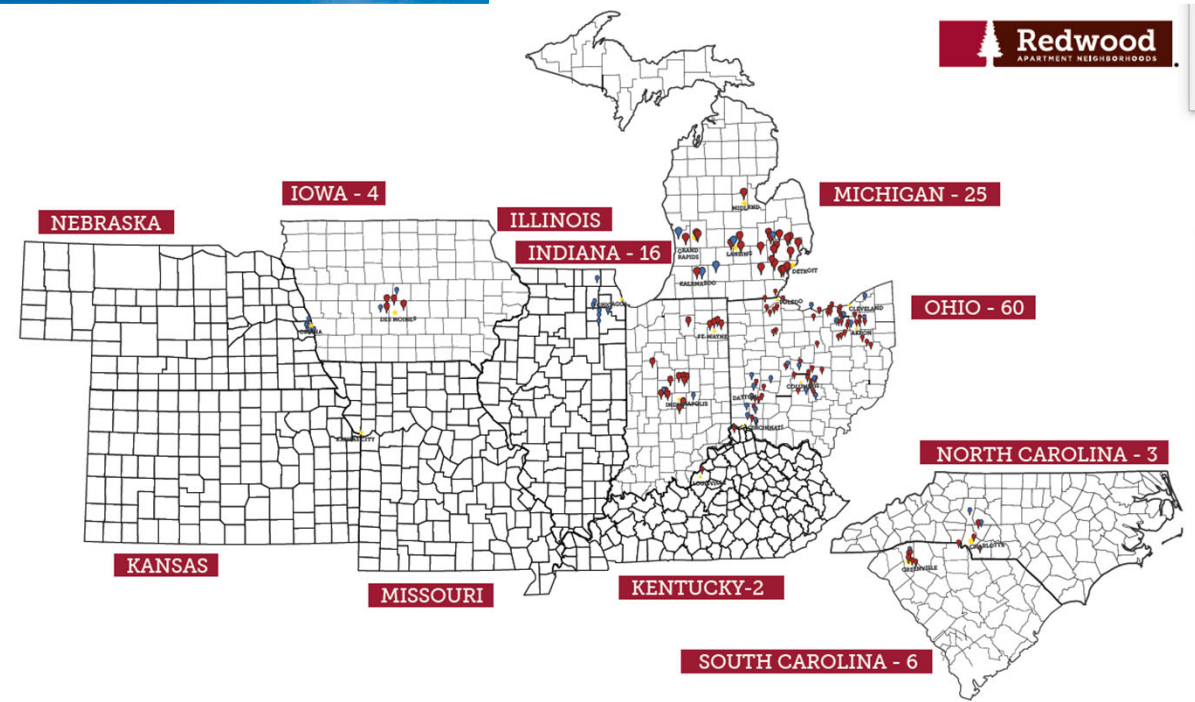
Redwood was founded in 1991 by Steve Kimmelman with following simple goals:

- Build apartment neighborhoods where residents could experience the **STRESSLESS** comforts of a home life.
- Produce high-quality, **REMARKABLE**, single-story **APARTMENT HOMES**, with attached garages and more square feet per unit.
- **CONTROL THE DEVELOPMENT AND LONG-TERM MANAGEMENT** – to date we manage over 100 neighborhoods and 13,000 apartment homes and have **NEVER SOLD a single one**.

Our Core Values:

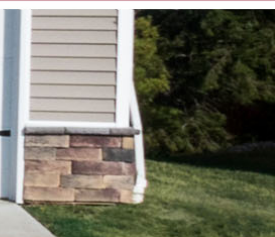
1. Do One Thing Really Well
2. Be Entrepreneurial
3. Serve Those You Lead
4. Deliver More Than Expected
5. Communicate Openly & Honestly
6. Instill Family & Team Spirit
7. Demonstrate Integrity & Authenticity
8. Be Nice & Have Fun

MARKET PRESENCE



Current Neighborhoods
Future Neighborhoods

REDWOOD NEIGHBORHOOD LOCATIONS



400+ EMPLOYEES AND COUNTING

ACQUISITIONS &
DEVELOPMENT
COMBINED YEARS OF
EXPERIENCE:

Acquisition – 232 years
Construction – 500 years
Development – 80 years

FINANCE AND
OPERATIONS
COMBINED YEARS OF
EXPERIENCE:

Finance – 186 years
Operations – 180 years





RELIABLE RENTERS & GREAT NEIGHBORS

Redwood prides itself on offering a unique design, including peace, quiet, and comfort to its residents. The consistent application of rigorous background screening is one tool we use to ensure our neighborhoods are home to reliable renters who make great neighbors.

Who?

Every leaseholder living in a Redwood apartment home is subject to the same, rigorous background check.

What Are Those Checks?

Redwood runs **credit**, rental history, civil judgment, and **criminal background checks** on every person who applies to live in a Redwood Neighborhood.

What Screening Criteria Does Redwood Use?

If an applicant has been evicted, passed a bad check, had a **felony assault conviction or a DUI/OVI** within a certain number of years, their application would be **denied**.

What Does This Mean?

Redwood's application screening criteria is more robust and allows us more control than most HOA's and single-family subdivisions.

Who Lives in a Redwood Neighborhood?

- Empty Nesters
- Young Professionals
- Residents who want a single-story design
- Those who desire a neighborhood feel, with built-in peace and quiet
- Those who no longer want to worry about home maintenance, landscaping, and snow removal
- Our design and features generate long-term residents



About Redwood Neighbors

We use the data from our 13,000 units to select sites that insure the highest degree of repeatable success.

50.6 Years = Average Age of a Redwood Resident

70% of Redwood Residents Are Empty Nesters

Most Relocate From 3-Mile Radius of the Neighborhood (they are already your Neighbors)

1.65 = Average Number of Residents per Apartment Home

1.5 = Average # Cars per Apartment Home

11 School-Age Children per 100 Apartment Homes

12% of Residents Stay More than Five Years

Nearly 3.5% of the original residents in 10 year or older neighborhoods still call Redwood Home

Standard Lease Term = 1 year





- Single-Story Apartment Neighborhoods

- Zero Grade Entrances

- Two Car Attached Private Entrance Garage

- Personal Patios or Decks

- All Concrete

- Stone and Shake Siding Accents

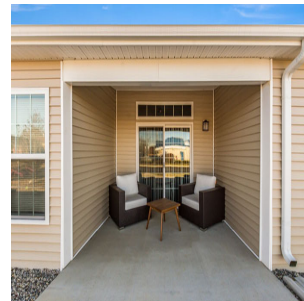
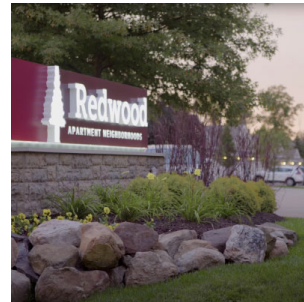
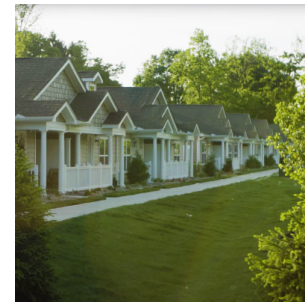
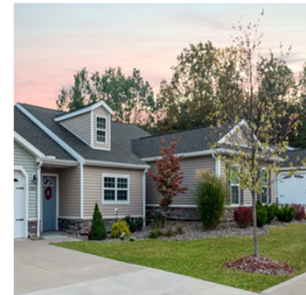
- Extensive Landscaping

- Construction and Management ADA and GSE Compliant

- Consistently maintained – no matter if our Neighborhood is 12 years or 12 months old

- Front and Rear garage loaded units

EXTERIORS OUR RESIDENTS DESERVE





- Open Concept Floor Plans
- Granite Counter Tops
- Private Entryways
- Full Volume and Vaulted Ceilings
- Luxury Vinyl Plank Flooring
- High End Finish Appliances, Fixtures, and Accent Paint
- Walk-In Closet
- Walk-In Kitchen Pantry
- Full-Size Washer & Dryer Hookups (Available for Rent)
- Bonus Room/Den
- Energy Star Certified Construction

INTERIORS OUR RESIDENTS DESERVE





OUR FLOOR PLANS

Forestwood
1,294 SQFT



Capewood
1,620 SQFT





Meadowood

1,326 SQFT



Haydenwood

1,343 SQFT



Willowood

1,381 SQFT



//

I never knew how important it could be to have your own private entrance and garage! With my wife being a post heart transplant recipient, with no immunity during these trying times, it made a world of difference in keeping her safe! Thanks goes to Redwood for our new home.

*- Bryan L.
Redwood Medina*

//



REDWOOD HOMES

25TH & CORNHUSKER - BELLEVUE, NEBRASKA



Site Specifications

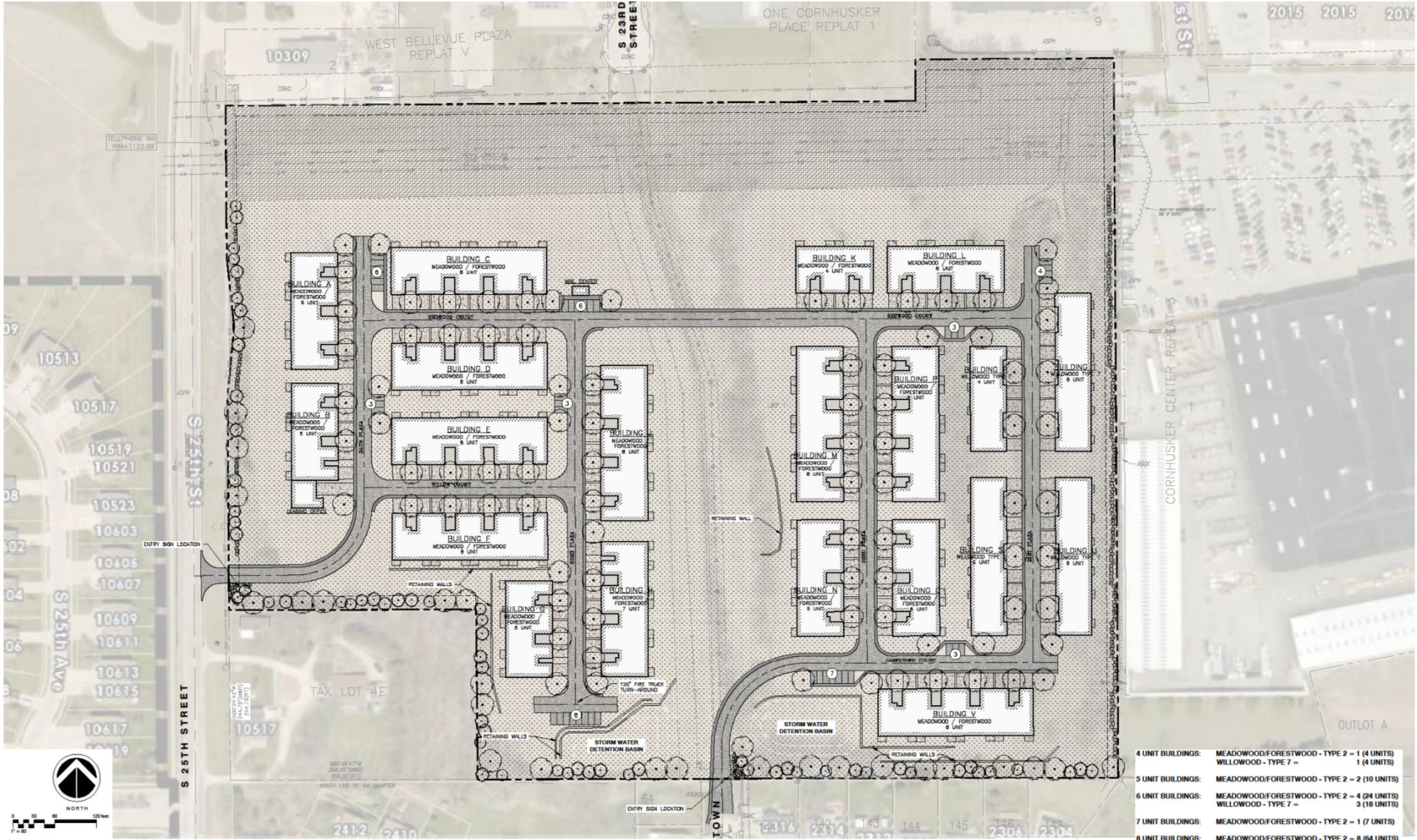


Site Summary

- 26.975 Acres
- 131 Units
- 4.85 Units Per Acre
- 20 Buildings
- 2 Covered and 2 Driveway Parking Spots Per Unit
- \$1,700 Projected Starting Rents for the smallest units, does not include utilities and other fees

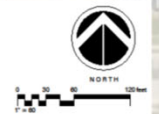
Site Analysis

- Minimum lot width met (50Ft)
- Maximum height met (35ft)
- Landscaping depth met (15ft)
- Building to lot coverage (19.7% vs 60%)
- Exceeds parking by 3 spaces per unit
- Exceeds accessible spaces (2% vs. 50%)

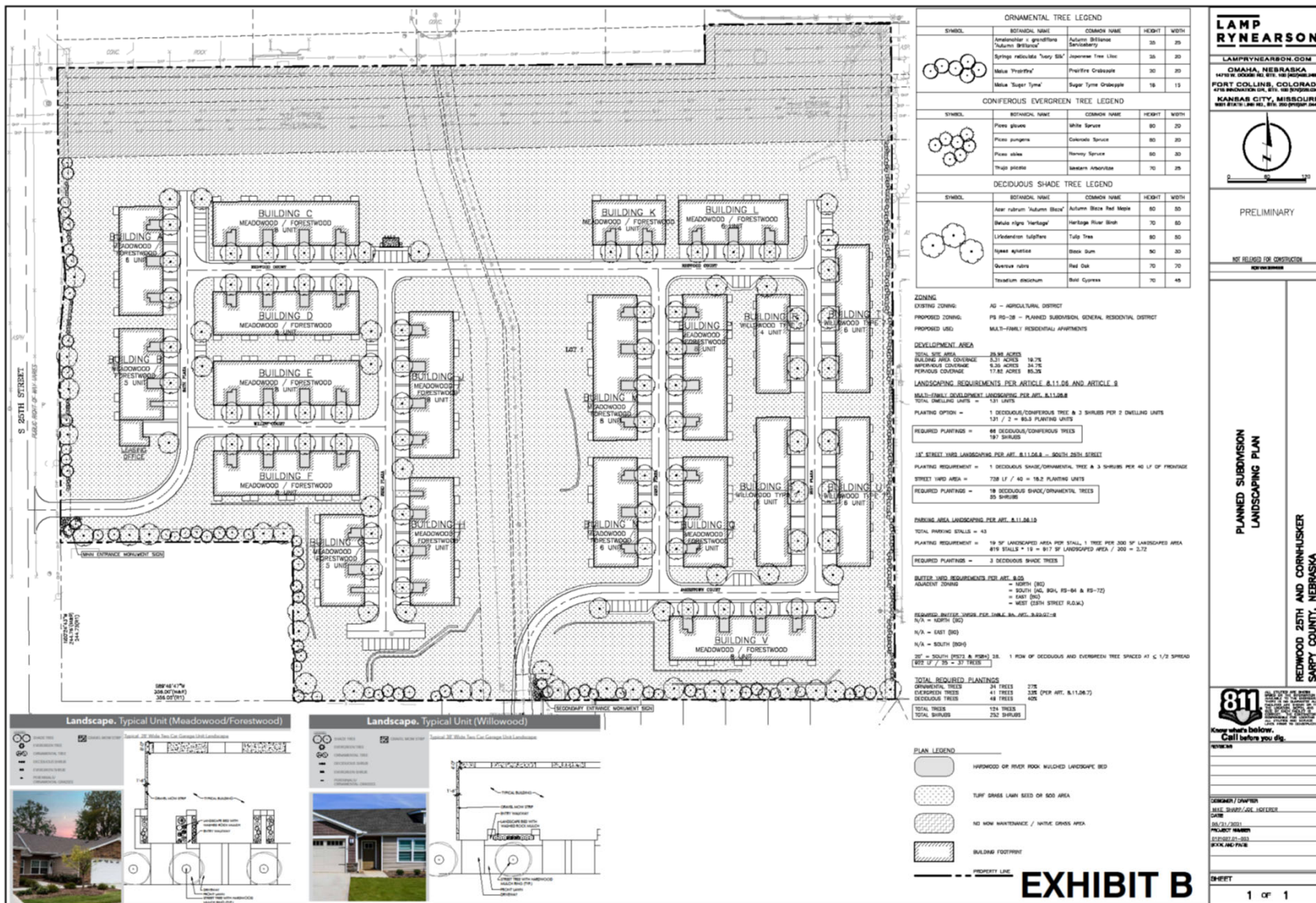


4 UNIT BUILDINGS:	MEADOWOOD/FORESTWOOD - TYPE 2 - 1 (4 UNITS)
	WILLOWOOD - TYPE 7 - 1 (4 UNITS)
5 UNIT BUILDINGS:	MEADOWOOD/FORESTWOOD - TYPE 2 - 2 (10 UNITS)
6 UNIT BUILDINGS:	MEADOWOOD/FORESTWOOD - TYPE 2 - 4 (24 UNITS)
	WILLOWOOD - TYPE 7 - 3 (18 UNITS)
7 UNIT BUILDINGS:	MEADOWOOD/FORESTWOOD - TYPE 2 - 1 (7 UNITS)
8 UNIT BUILDINGS:	MEADOWOOD/FORESTWOOD - TYPE 2 - 8 (64 UNITS)

TOTAL UNITS = 131
 PARKING @ 25% UNIT COUNT: 33 DESIRED / 43 PROPOSED



Landscaping



ORNAMENTAL TREE LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	HEIGHT	WIDTH
	Amelanchier alnifolia	Autumn Brilliance Serviceberry	35	25
	Spring Redbud 'New York'	Japanese Tree Lilac	35	20
	Malus 'Firefly'	PinkFlame Crabapple	30	30
	Malus 'Super Tyne'	Super Tyne Crabapple	18	15

CONIFEROUS EVERGREEN TREE LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	HEIGHT	WIDTH
	Pinus strobus	White Spruce	80	20
	Pinus pungens	Colorado Spruce	80	20
	Pinus strobus	White Spruce	80	20
	Thuja occidentalis	Eastern Arborvitae	70	25

DECIDUOUS SHADE TREE LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	HEIGHT	WIDTH
	Acer rubrum 'Autumn Blaze'	Autumn Blaze Red Maple	80	80
	Malus nigra 'Heritage'	Heritage River Birch	70	80
	Liquidambar styraciflua	Tulip Tree	80	80
	Nyctanthes arbutifolia	Black Gum	90	30
	Quercus rubra	Red Oak	70	70
	Taxodium distichum	Swamp Cypress	70	45

ZONING
 EXISTING ZONING: A0 - AGRICULTURAL DISTRICT
 PROPOSED ZONING: P9-RS-28 - PLANNED SUBDIVISION GENERAL RESIDENTIAL DISTRICT
 PROPOSED USE: MULTIFAMILY RESIDENTIAL APARTMENTS

DEVELOPMENT AREA
 TOTAL SITE AREA: 81.56 ACRES
 BUILDING AREA COVERAGE: 5.31 ACRES 6.5%
 IMPERVIOUS COVERAGE: 13.36 ACRES 16.3%
 PERVIOUS COVERAGE: 17.82 ACRES 21.3%

LANDSCAPING REQUIREMENTS PER ARTICLE 8.11.06 AND ARTICLE 8

MULTIFAMILY DEVELOPMENT LANDSCAPING PER ART. 8.11.06.8
 TOTAL DWELLING UNITS = 131 UNITS

PLANTING OPTION = 1 DECIDUOUS/CONIFEROUS TREE & 3 SHRUBS PER 2 DWELLING UNITS
 131 / 2 = 65.5 PLANTING UNITS

REQUIRED PLANTINGS = 65 DECIDUOUS/CONIFEROUS TREES
 197 SHRUBS

1/4" STREET VEED LANDSCAPING PER ART. 8.11.06.8 - SOUTH 20TH STREET
 PLANTING REQUIREMENT = 1 DECIDUOUS SHADE/ORNAMENTAL TREE & 3 SHRUBS PER 40 SF OF FRONTAGE
 STREET VEED AREA = 738 SF / 40 = 18.45 PLANTING UNITS

REQUIRED PLANTINGS = 18 DECIDUOUS SHADE/ORNAMENTAL TREES
 25 SHRUBS

PARKING AREA LANDSCAPING PER ART. 8.11.06.10
 TOTAL PARKING SPACES = 43
 PLANTING REQUIREMENT = 18 SF LANDSCAPED AREA PER SPOT, 1 TREE PER 300 SF LANDSCAPED AREA
 819 SPACES * 18 = 147 SF LANDSCAPED AREA / 200 = 3.72

REQUIRED PLANTINGS = 3 DECIDUOUS SHADE TREES

BUFFER VEED REQUIREMENTS PER ART. 8.05
 ADJACENT ZONING = NORTH (N2)
 = SOUTH (S2, S4, S6, S8 & S9-12)
 = EAST (E2)
 = WEST (20TH STREET P.D.M.)

REQUIRED BUFFER TREES PER ILM-BA-ART. 8.05.02-5
 N/A = NORTH (N2)
 N/A = EAST (E2)
 N/A = SOUTH (S2)

20' - SOUTH (S2) & (S4) 20' = 1 ROW OF DECIDUOUS AND EVERGREEN TREE SPACED AT 1/2 SPREAD
 (10' / 1/2 = 20' TREES)

TOTAL REQUIRED PLANTINGS

ORNAMENTAL TREES	24 TREES	276 SHRUBS
CONIFEROUS TREES	41 TREES	123 SHRUBS
DECIDUOUS TREES	44 TREES	105 SHRUBS
TOTAL TREES	109 TREES	
TOTAL SHRUBS	504 SHRUBS	

PLAN LEGEND

	HAWKWOOD OR PEAR ROCK MULCHED LANDSCAPE BED
	TUFF BRICK LAMN SEED OR SOO AREA
	NO MOW MAINTENANCE / WATER GRASS AREA
	BUILDING FOOTPRINT
	PROPERTY LINE



LAMP RYNEARSON
 LANDSCAPE ARCHITECTS
 LAMP RYNEARSON.COM
 OMAHA, NEBRASKA
 1415 S. OMAHA ST., SUITE 100, OMAHA, NE 68104
 FORT COLLINS, COLORADO
 410 S. WASHINGTON ST., SUITE 100, FORT COLLINS, CO 80521
 KANSAS CITY, MISSOURI
 3801 E. 81ST ST., SUITE 100, KANSAS CITY, MO 64120

PRELIMINARY

NOT BIDDING FOR CONSTRUCTION

PLANNED SUBDIVISION LANDSCAPING PLAN

REDWOOD 25TH AND CORNHUSKER SAPPY COUNTY, NEBRASKA

811
 Know what's below. Call before you dig.
 www.811.org

OWNER / OWNER'S REPRESENTATIVE
DATE
PROJECT NUMBER
ISSUE DATE
SHEET NO.

EXHIBIT B

1 of 1



Maintenance

Snow Removal

- All road & walking surfaces = 2"
- Salting after snow removal

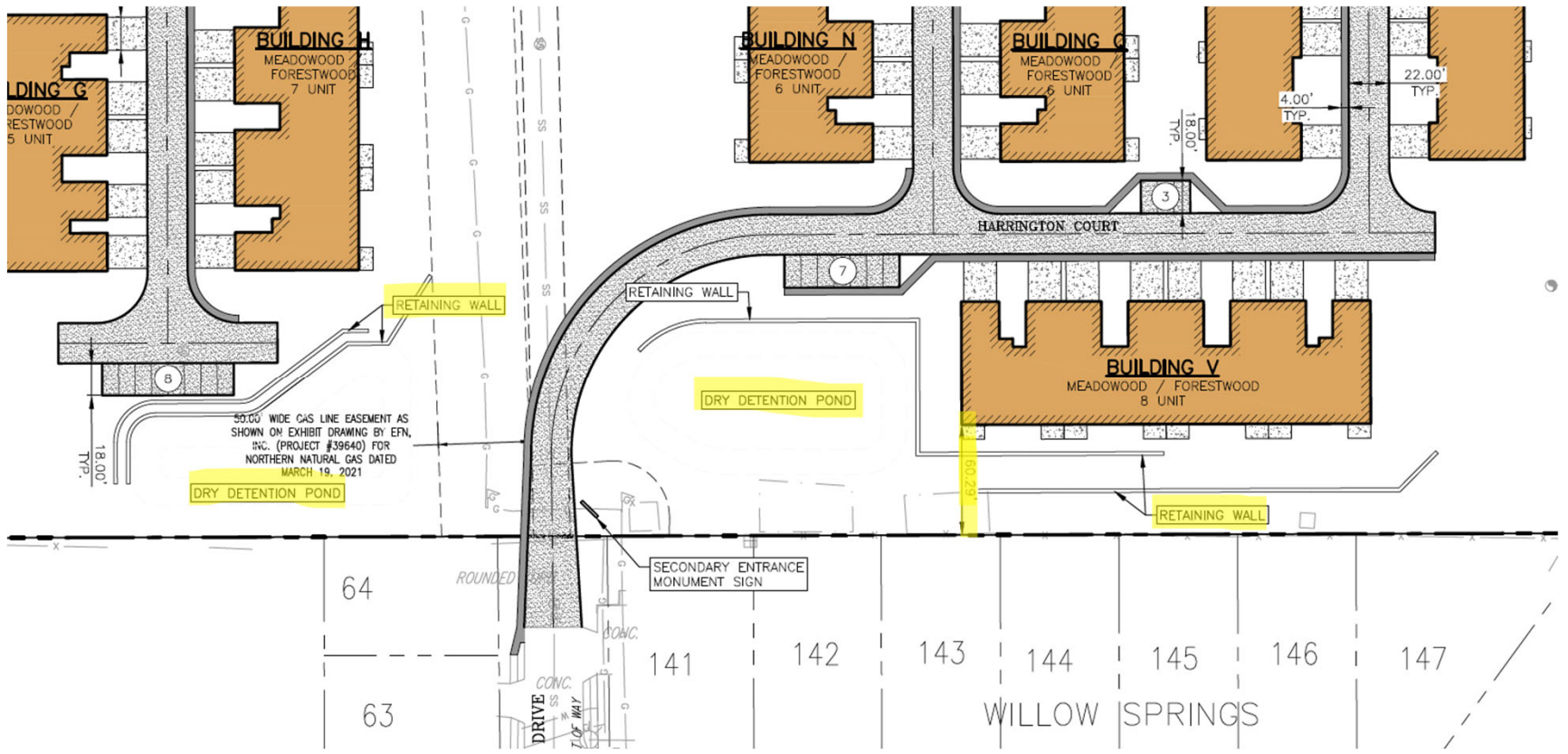
Mowing

- Maintain height of 3" – 4",
- String trim
- Power edge

Landscaping

- Forever Tree
- Weeding, mulch bed maintenance, plant trimming, and tree pruning

Southwest Cross Section



Redwood Traffic Analysis

CESO 2010 Trip Generation Results

Location	Size	Unit	Total Generated Trips							
			Weekly AM Peak Hour				Weekly AM Peak Hour			
			Tot	In	Out	Rate	Tot	In	Out	Rate
Findley, OH	84	Dwelling	39 100%	6 15%	33 85%	0.46	44 100%	31 70%	13 30%	0.52
Akron, OH	95	Dwelling	23 100%	4 17%	19 83%	0.24	32 100%	22 69%	10 31%	0.34
Wooster, OH	158	Dwelling	54 100%	11 20%	43 80%	0.34	75 100%	50 67%	25 33%	0.47



Redwood Traffic Analysis

CESO 2019 Trip Generation Results										
			Total Generated Trips							
			Weekly AM Peak Hour <u>Trips</u>				Weekly AM Peak Hour <u>Trips</u>			
Location	Size	Unit	Tot	In	Out	Rate	Tot	In	Out	Rate
Brownstown Township, MI	115	Dwelling	41	9	32	0.36	54	34	20	0.47
			100%	22%	78%		100%	63%	37%	
Canton, MI	93	Dwelling	26	4	22	0.28	39	29	10	0.42
			100%	15%	85%		100%	74%	26%	
Shelby Charter Township, MI	140	Dwelling	46	8	38	0.33	56	35	21	0.40
			100%	17%	83%		100%	63%	37%	



Redwood®









*Forestwood 187.5 SF * Meadowood/Capewood 204.4 SF * Breezewood 150.9 SF * B'wood w/ Sunroom 214.3 SF * Willowood 190.3 SF*



Redwood
APARTMENT NEIGHBORHOOD

Susan Kluthe

From: jschippers@cox.net
Sent: Monday, July 19, 2021 10:39 AM
To: Susan Kluthe
Subject: rezone Lot 1, Redwood 25 Redwood USA, LLC

RECEIVED
JUL 19 2021
CITY CLERK

To: Susan Kluthe and City Council members

RE: To rezone Lot 1 Redwood 25. Applicant Redwood USA, LLC

I received your letter stating that as an owner of property within 300 feet of the above referenced property, I am being notified that the City Council will hold a public hearing of this. I can not believe that all of Willow Springs was not notified. This affects all of us. According to your map there are only two exits out of this property with 131 units. Jamestown Drive comes into Willow Springs and that will impact all of us due to the enormous traffic. Their complex will include children and therefor school buses will also impact traffic. Our children are picked up on this street and consequently there is a safety issue that needs to be addressed.

One of the reasons I bought this property was there was no one behind me. It was a safe place for my children to play. Now they have grown up and moved away, but I watch the children play in this area. Is there going to be some type of a fence separating Redwood from Willow Springs for safety and separating the two areas?

I happen to be now 72 years old and in a wheelchair. I don't leave my home much so I enjoy looking outside and being on my deck. I am not happy thinking that now I will be seeing apartments instead of a field.

Will you please inform me on the outcome of your decision.

Sincerely,

Judith Schippers
2314 Yorktown Pl
Bellevue, NE 68123
402-293-9392

RECEIVED

JUN 17 2021

PLANNING DEPT.

LOCATED IN
OF 1/4 NE 1/4 SEC. 27, T14N, R13E

LAMP RYNEARSON

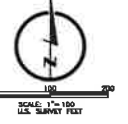
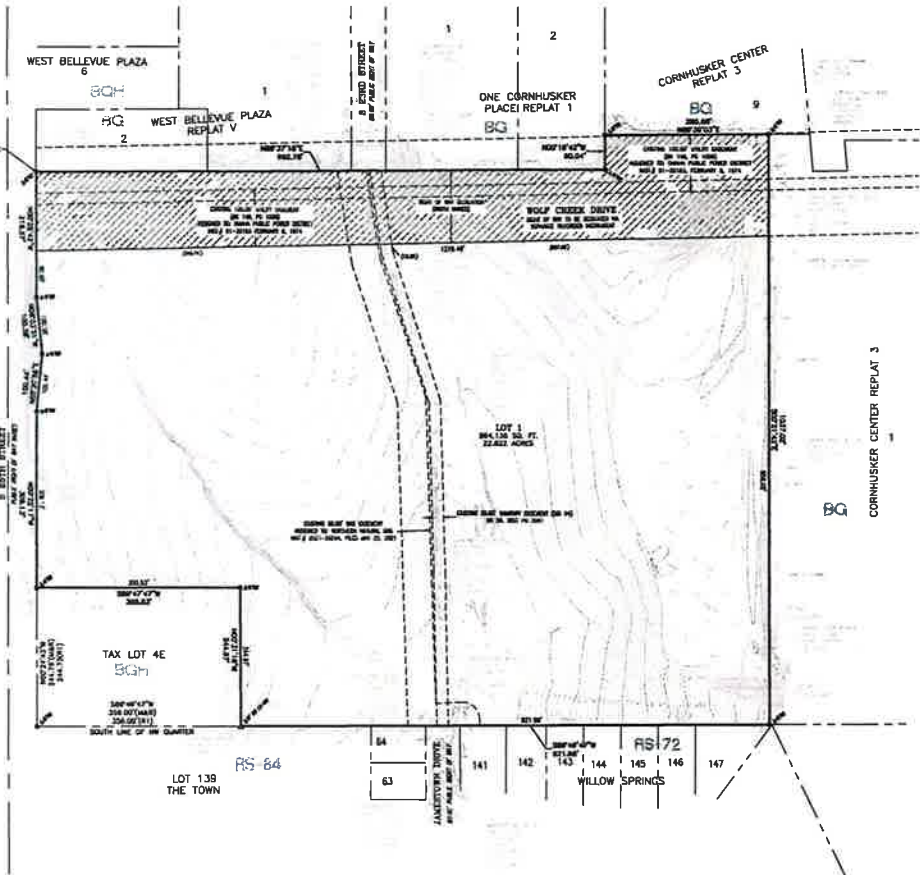
LAMPRYNEARSON.COM
OMAHA, NEBRASKA
1470 W LODGE RD, STE. 100 INDOOR-348
FORT COLLINS, COLORADO
4715 BRIMAVEN DR, STE. 100 FORTCOLO247
KANSAS CITY, MISSOURI
8001 STATE RD. NO. 31, 20 651041 040



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 WILL HAVE NO DIRECT VEHICULAR ACCESS TO S 25TH STREET.
 3. ALL EXISTING EASEMENTS ARE NOT BEING RECONSIDERED 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 PROPERTIES	○	LIGHT YARD
---	EXISTING EASEMENT	○	2 1/2" BEMM UNLESS OTHERWISE NOTED
---	EXISTING EASEMENT	○	3/4" BEMM UNLESS OTHERWISE NOTED
---	FIBER OPTIC LINE	○	1 1/4" YELLOW PLASTIC CAP STAMPED LS-811
---	SHOW FILE CODE	○	POWER POLE
---	SET EDGE	○	SMOOTH MANHOLE
---	SEWER/STORM LINE	○	SDH
---	ONE LINE	○	SEWER MANHOLE
---	OVERHEAD POWER	○	STORM PIPE END
---	PARKING EDGE	○	TELEPHONE MANHOLE
---	BUILDING EDGE	○	TELEPHONE JUNCTION
○	AREA INLET ROUND	○	WATER VALVE
○	BELLHOLE	○	MEASURED
○	CABLE MARKING SIGN	○	RECORDED
○	CONTROL POINT	○	PLAT
○	DECOMMISSIONED TREE	○	RODGERMAN SURVEY (1977)
○	ELECTRIC PNEUMATIC	○	RODGERMAN SURVEY (1977)
○	FES	○	REBAR
○	FIBER OPTIC PULLBOX	○	SOULS SIGN
○	FIRE HYDRANT	○	ORANGE PLASTIC CAP
○	GAS MARKING SIGN	○	STREET RESECTION
○	GRADE INLET	○	
○	DRY WIRE	○	
○	H STRUCTURE	○	

OWNER
DELORES BARRACLOUGH AND CHARLES FRANK - TRUSTEES
848 S 25TH STREET
OMAHA, NEBRASKA 68127

APPLICANT
BELLEVUE 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
EXISTING: RC
PROPOSED: RC-ZB (P)

POWER
OMAHA PUBLIC POWER DISTRICT
444 SOUTH 18TH STREET MALL
OMAHA, NE 68103-2247

WATER
METROPOLITAN UTILITIES DISTRICT
3100 SOUTH 81ST AVENUE
OMAHA, NE 68106-3521

GIS
METROPOLITAN UTILITIES DISTRICT
3100 SOUTH 81ST AVENUE
OMAHA, NE 68106-3521

AS SURVEYED LEGAL DESCRIPTION

IN LOT 4E, 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:

BEING A 1/4 BEMM AT THE SOUTHWEST CORNER OF LOT 2, WEST BELLEVUE PLAZA REPLAT V, 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 (BEARING) BEARING FOR 60.00 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 SARPY COUNTY, NEBRASKA, TO A 1/4" BEMM 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 1/4" BEMM AT THE SOUTHWEST CORNER OF LOT 6, CORNHUSKER CENTER REPLAT 3, A SUBDIVISION, AS SURVEYED, PLATTED, AND RECORDED IN SARPY COUNTY, NEBRASKA;

THENCE NORTH 89°39'51" SAG FOR 285.88 FEET ON THE SOUTH LINE OF SAID LOT 6, TO A 1/4" BEMM AT THE NORTHWEST CORNER OF LOT 1, CORNHUSKER CENTER REPLAT 3, A SUBDIVISION, AS SURVEYED, PLATTED, AND RECORDED IN SARPY COUNTY, NEBRASKA;

THENCE SOUTH 02°21'43" EAST FOR 1037.02, TO A 1/4" BEMM 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 SARPY COUNTY, NEBRASKA, TO A 3/4" BEMM WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS 811 AT THE SOUTHWEST CORNER OF TAX LOT 4E;

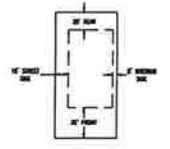
THENCE NORTH 83°11'18" WEST FOR 244.87 FEET TO A 1/4" BEMM AT THE NORTHEAST CORNER OF SAID TAX LOT 4E;

THENCE SOUTH 89°47'47" WEST FOR 300.50 FEET TO A 1/4" BEMM 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°27'10" WEST FOR 300.10 FEET TO A 1/4" BEMM;
- (2) THENCE NORTH 89°27'10" EAST FOR 100.04 FEET TO A 1/4" BEMM;
- (3) THENCE NORTH 89°39'51" WEST FOR 100.04 FEET TO A 1/4" BEMM;
- (4) THENCE NORTH 89°27'10" WEST FOR 218.57 FEET TO THE POINT OF BEGINNING;

CONTAINS 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 ENGINEERING 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 SARPY COUNTY LOW ELEVATION COORDINATE SYSTEM.
- VERTICAL DIMENSIONS ARE BASED ON NAVD83 (8200-10) AS ESTABLISHED USING LEGAL REFERENCED 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 "THE ONLY" 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 ONLY (811) PRIOR TO ANY CONSTRUCTION ON THIS SITE.
- SHEET NO. 210404114, 210404114, 210404134, 210404134
DATED: 2/21/2021

PRELIMINARY PLAT

REDWOOD 25, LOT 1
BELLEVUE, SARPY COUNTY, NEBRASKA



Know what's below.
Call before you dig.

8-18-2018 Ed

Customer / Operator
DN
DATE
8-18-2021
PROJECT NUMBER
812107/81-003
SCALE AND PLOT
2:800 1:2
SHEET

RECEIVED

JUN 17 2021

PLANNING DEPT.

REDWOOD 25

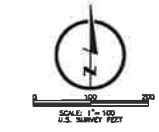
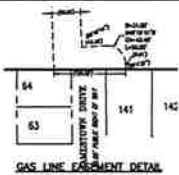
LOT 1, BEING A PLATING OF TAX LOT 4E, LOCATED IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 8TH P.M., SARPY COUNTY, NEBRASKA

LOCATED IN:
28 1/4" x 8 1/4" SEC. 27, T14N, R13E

LAMP RYNEARSON

LAMP@RYNEARSON.COM
OMAHA, NEBRASKA
14700 S. 104TH ST., SUITE 100, PLEASANT HILL
FORT COLLINS, COLORADO
4710 WINDYBROOK DR., STE. 100, FORT COLLINS, CO 80504
KANSAS CITY, MISSOURI
8601 STATELINE BL., STE. 200, JENNIFER, MO 64050

- NOTES**
1. ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
 2. ALL ANGLES ARE 90 UNLESS NOTED.
 3. DIMENSIONS AND ANGLES SHOWN IN PARENTHESES REFER TO EASEMENTS.
 4. LOT 1 WILL HAVE NO STREET VEHICULAR ACCESS TO S 23RD STREET.
 5. ALL EXISTING EASEMENTS ARE NOT BEING REDECATED AND ARE SHOWN FOR REFERENCE ONLY.
 6. WOLF CREEK DRIVE RIGHT OF WAY TO BE REDECATED IN SEPARATE RECORDED INSTRUMENT.



- LEGEND**
- BOUNDARY LINE
 - - - - - LOT LINE
 - - - - - SECTION LINE
 - △ EASEMENT SET (2 1/2" REAR 1/4" 1/4" YELLOW PLASTIC CAP STAMPED LS-811)
 - MONUMENT (Z-1)
 - RS REBAR
 - S# SOLID SH#
 - OC ORANGE PLASTIC CAP
 - M MEASURED DIMENSION
 - R RECORD DIMENSION
 - (R1) SODDAM SURVEY (1977)
 - STREET DEDICATION

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION HEREON AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT ALL CORNERS, ANGLE POINTS AND POINTS OF CURVES ON THE BOUNDARY OF THE PLAT AND THAT PERMANENT MONUMENTS WILL BE PLACED AT ALL CORNERS, ANGLE POINTS AND POINTS OF CURVES ON ALL LOTS AND STREETS WITHIN THE SUBDIVISION TO BE KNOWN AS REDWOOD 25, LOT 1, BEING A PLATING OF THE LOT 4E, LOCATED IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 8TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEING A 5/8" REBAR AT THE SOUTHWEST CORNER OF LOT 2, WEST BELLEVUE PLAZA REPLAT V, 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°27'18" EAST (ASSUMED BEARING) FOR 182.74 FEET ON THE SOUTH LINE OF LOT 1 AND 2, SAID WEST BELLEVUE PLAZA REPLAT V, 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" REBAR AT THE SOUTHWEST CORNER OF SAID LOTS, ONE CORNHUSKER PLACE REPLAT 1;

THENCE NORTH 88°18'42" WEST FOR 182.4 FEET ON THE EAST LINE OF SAID LOT 2, TO A 5/8" REBAR AT THE SOUTHWEST CORNER OF LOT 2, CORNHUSKER CENTER REPLAT 2, A SUBDIVISION, AS SURVEYED, PLATTED, AND RECORDED IN SARPY COUNTY, NEBRASKA;

THENCE NORTH 88°23'37" EAST FOR 182.68 FEET ON THE SOUTH LINE OF SAID LOT 2, TO A 5/8" REBAR AT THE NORTHWEST CORNER OF LOT 1, CORNHUSKER CENTER REPLAT 2, A SUBDIVISION, AS SURVEYED, PLATTED, AND RECORDED IN SARPY COUNTY, NEBRASKA;

THENCE SOUTH 08°17'43" EAST FOR 183.22 FEET TO A 5/8" REBAR AT THE SOUTHWEST CORNER OF SAID LOT 1, SAID CORNER ALSO BEING ON THE SOUTH LINE OF ONE CORNHUSKER CENTER REPLAT 2;

THENCE SOUTH 89°42'43" WEST FOR 87.18 FEET ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 27, ALSO BEING THE NORTH LINE OF YELLOW SPRINGS, AND THE TOWN BOUNDARY AS SURVEYED, PLATTED, AND RECORDED IN SARPY COUNTY, NEBRASKA, TO A 5/8" REBAR WITH 1/4" YELLOW PLASTIC CAP STAMPED LS 811 AT THE SOUTHWEST CORNER OF SAID LOT 4E;

THENCE NORTH 87°17'18" WEST FOR 244.87 FEET TO A 5/8" REBAR AT THE NORTHEAST CORNER OF SAID LOT 4E;

THENCE SOUTH 89°47'43" WEST FOR 183.53 FEET TO A 5/8" REBAR AT THE NORTHWEST CORNER OF SAID TAX LOT 4E, ALSO BEING IN THE EAST RIGHT-OF-WAY LINE OF 25TH STREET.

THENCE ON THE EAST RIGHT-OF-WAY LINE OF 25TH STREET FOR THE FOLLOWING FOUR (4) COURSES:

- (1) THENCE NORTH 89°27'18" WEST FOR 306.13 FEET TO A 5/8" REBAR;
- (2) THENCE NORTH 89°27'18" EAST FOR 100.44 FEET TO A 5/8" REBAR;
- (3) THENCE NORTH 89°27'18" WEST FOR 100.58 FEET TO A 5/8" REBAR;
- (4) THENCE NORTH 89°27'18" WEST FOR 218.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 28,970 SQUARE FEET.

CHRISTOPHER L. SCHWARTZ, L.S. #11
DATE: _____



*NOTE: RIGHT-OF-WAY DEDICATION PENDING.

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS, THAT WE, BELLEVUE SOUTH 25TH STREET HE P, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY, OWNERS AND MORTGAGEES OF THE LAND DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND

(PRINTED NAME OF BANK) _____

DESCRIBED WITHIN THIS PLAT, HAVE CAUSED THIS PLAT AND STREETS TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE MANAGED AND MAINTAINED AS SHOWN HEREON, SAID SUBDIVISION TO BE INDICATED HEREON AS REDWOOD 25, LOT 1, SO HEREBY GRANT AND APPROVE THE DEDICATION OF OUR PROPERTY AS SHOWN ON THIS PLAT, AND SO HEREBY DEEDICATE TO THE PUBLIC THE STREETS AS SHOWN HEREON, AND SO HEREBY GRANT THE EASEMENTS AS SHOWN HEREON TO THE GRANTEE, THEIR SUCCESSORS AND ASSIGNS, AND THEIR RESPECTIVE OFFICIAL AGENTS, EMPLOYEES, AND CONTRACTORS, THE PERMANENT RIGHT TO ENTER AND USE, FROM TIME TO TIME, THE EASEMENT AREAS SHOWN HEREON FOR THE STATED PURPOSES, FOR WORKS AND ERECTIONS IN THE CONNECTION WITH THE IMPROVEMENT, MAINTENANCE, REPLACEMENT, AND REPAIR OF FACILITIES PROVIDED, HOWEVER, THESE IS RESERVED TO THE GRANTEE, AND TO THE GRANTEE'S HEIRS, SUCCESSORS AND ASSIGNS, THE RIGHT TO USE THE EASEMENT AREA, THE GRANT OF ANY EASEMENT SHOWN HEREON SHALL NOT BE SUBJECT TO THE GRANTOR'S INTEREST OR TITLE OF THE GRANTEE OR GRANTEE'S HEIR. ANY VIOLATION OR RELEASE TO THE RIGHTS GRANTED HEREON MUST BE APPROVED BY THE GRANTEE IN WRITTEN FORM.

GRANTEE OF EASEMENT(S): _____

FOR POWER AND COMMUNICATIONS

POTENTIAL LIENHOLDERS SHALL BE GRANTED TO THE OMAHA PUBLIC POWER DISTRICT, COE COMMUNICATIONS AND ENTERTAINMENT AND TO ANY ANY COMPANY WHICH HAS BEEN GRANTED A PERMIT UNDER THE AUTHORITY OF THE CITY COUNCIL OF BELLEVUE, NEBRASKA TO PROVIDE A CABLE TELEVISION AND ELECTRONIC COMMUNICATION SYSTEM IN THE AREA OF THE PLAT, THE GRANTEE AS SHOWN HEREON, AND SO HEREBY GRANT THE EASEMENTS AS SHOWN HEREON TO THE GRANTEE, THEIR SUCCESSORS AND ASSIGNS, AND THEIR RESPECTIVE OFFICIAL AGENTS, EMPLOYEES, AND CONTRACTORS, THE PERMANENT RIGHT TO ENTER AND USE, FROM TIME TO TIME, THE EASEMENT AREAS SHOWN HEREON FOR THE STATED PURPOSES, FOR WORKS AND ERECTIONS IN THE CONNECTION WITH THE IMPROVEMENT, MAINTENANCE, REPLACEMENT, AND REPAIR OF FACILITIES PROVIDED, HOWEVER, THESE IS RESERVED TO THE GRANTEE, AND TO THE GRANTEE'S HEIRS, SUCCESSORS AND ASSIGNS, THE RIGHT TO USE THE EASEMENT AREA, THE GRANT OF ANY EASEMENT SHOWN HEREON SHALL NOT BE SUBJECT TO THE GRANTEE'S INTEREST OR TITLE OF THE GRANTEE OR GRANTEE'S HEIR. ANY VIOLATION OR RELEASE TO THE RIGHTS GRANTED HEREON MUST BE APPROVED BY THE GRANTEE IN WRITTEN FORM.

FOR WATER AND GAS

PERPETUAL EASEMENTS SHALL BE GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, AND BLACK HILLS ENERGY AND THEIR SUCCESSORS AND ASSIGNS, TO EXERCISE, INSTALL, OPERATE, MAINTAIN, REPAIR AND REPAIR PIPELINES, INTERLOCKS, AND OTHER RELATED FACILITIES, AND TO EXERCISE THEREON POWER FOR THE TRANSMISSION OF GAS AND WATER OIL, THROUGH, UNDER AND ACROSS A FIVE-FOOT-WIDE STRIP OF LAND ADJUTING ALL STREET FRONTAGES OF ALL LOTS, NO PERMANENT BUILDINGS OR IMPROVEMENTS SHALL BE PLACED IN THE SAID EASEMENT AREAS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEM OR LATER INTERFERE WITH THE FORESAID USES OR RIGHTS HEREBY GRANTED.

BELLEVUE SOUTH 25TH STREET HE P, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY, OWNER

(PRINTED NAME) _____ SIGNATURE _____

(PRINTED TITLE) _____

(PRINTED NAME OF BANK) _____

(PRINTED NAME) _____ SIGNATURE _____

(PRINTED TITLE) _____

ACKNOWLEDGEMENT OF NOTARIES

STATE OF NEBRASKA } ss

COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 2021

BY _____ OF _____

(PRINTED NAME) (PRINTED TITLE)

BELLEVUE SOUTH 25TH STREET HE P, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY, OWNER OF SAID COMPANY.

SIGNATURE OF NOTARY PUBLIC _____

STATE OF NEBRASKA } ss

COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 2021

BY _____ OF _____

(PRINTED NAME) (PRINTED TITLE)

(PRINTED NAME OF BANK) OR BENEFIT OF SAID BANK.

SIGNATURE OF NOTARY PUBLIC _____

SARPY COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR HER SPECIAL TAXES DUE OR UNPAID AGAINST THE PROPERTY DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EXAMINED IN THIS PLAT, AS SHOWN BY THE RECORDS OF THIS OFFICE, THIS _____ DAY OF _____ 2021

SARPY COUNTY TREASURER _____

APPROVAL OF BELLEVUE PLANNING COMMISSION

THIS PLAT OF REDWOOD 25, LOT 1 WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION _____ DAY OF _____ 2021

Chairman _____

APPROVAL OF BELLEVUE CITY COUNCIL

THIS PLAT OF REDWOOD 25, LOT 1 WAS APPROVED AND ACCEPTED BY THE CITY COUNCIL OF BELLEVUE, NEBRASKA, THIS _____ DAY OF _____ 2021

THIS PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN 90 DAY OF THE ABOVE DATE.

Mayor _____

Attest: _____

CITY CLERK _____

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF REDWOOD 25, LOT 1 WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE, THIS _____ DAY OF _____ 2021

SARPY COUNTY SURVEYOR/ENGINEER _____

FINAL PLAT

REDWOOD 25, LOT 1
BELLEVUE, SARPY COUNTY, NEBRASKA



Know what's below.
Call before you dig.

811-811-811

OWNER / CONTRACTOR
LINE
DATE
PROJECT NUMBER
PROJECT START DATE
PROJECT END DATE
SHEET 1 OF 1

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

**14a. and 14a1.
7/20/2021**

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

SUBJECT:

Conduct a public hearing and approve Resolution 2021-25 for the CDBG 2021 Action Plan including the funding recommendation for the FY-21 entitlement allocation.

SYNOPSIS/BACKGROUND:

As a recipient of an annual allocation of CDBG entitlement funding through the U.S. Department of Housing & Urban Development, the City has prepared the annual Action Plan which outlines the activities that will be funded during the next fiscal year, expected outcomes of each activity and a summary of citizen participation. The proposed activities are selected through an application process with eligibility review by CDBG staff and a funding recommendation prepared by the CDBG Committee following a thorough review of each application and public hearing with applicants. The Notice of Availability & Public Hearing for the draft plan was published June 16, 2021, and a copy of the draft plan is available on the City's website. Following the public hearing and approval by the City Council, the final 2021 Action Plan will be submitted to HUD for review and approval.

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:

Conduct a public hearing to obtain citizen input on the CDBG 2021 Action Plan with proposed funding recommendation. Approve the 2021 Action Plan including Resolution 2021-25, SF-424/424D, and Entitlement Certifications.

ATTACHMENTS:

- | | | |
|--|---|--|
| 1. <input type="text" value="2021 Action Plan Draft"/> | 2. <input type="text" value="2021 Funding Recommendation"/> | 3. <input type="text" value="Resolution 2021-25"/> |
| 4. <input type="text" value="SF-424/424D and Certifications"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Brock Roblin




City of Bellevue's **2021-2022 CDBG Action Plan**

Prepared for and submitted to the
U.S. Department of Housing and Urban Development
in accordance with 24 CFR Part 91

DRAFT

PREPARED BY:

**CITY OF BELLEVUE
1500 WALL STREET
BELLEVUE, NE 68005
(402) 293-3000
www.bellevue.net**



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Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

As an entitlement community for the receipt of CDBG funding, the City of Bellevue has prepared the 2021-2022 Action Plan following the regulations and requirement as outlined by the U.S. Department of Housing & Urban Development (HUD) to be eligible for the acceptance of Community Development Block Grant (CDBG) program funds. The 2021 Action Plan outlines the proposed uses of CDBG entitlement funds during the fiscal year period from October 1, 2021, to September 30, 2022. The intent of the CDBG funds allocated to projects in the Plan is to meet the needs and priorities as outlined in the City's 2019-2023 Consolidated Plan, and meet the goals of the CDBG program to develop a suitable living environment, provide decent and affordable housing, and expand economic opportunities, primarily for persons of low and moderate-income.

As part of the development of the 2021 Action Plan, the City allocated a total of \$335,360.00 in 2021 CDBG entitlement funding and \$176,120 in reallocated CDBG funding to goals outlined in the 2019-2023 Consolidated Plan, which serves as the guidance for meeting the housing and community development needs of the City of Bellevue during the five-year period.

During the 2021 Action Plan, City funded acquisition, public facilities and improvements, public service, housing, and planning and administration activities. The activities include a response to the need for affordable housing supporting both ownership and rental projects. Other activities also support the increased need for community services to support households who were facing amplified financial crisis due to the COVID-19 pandemic and economic hardships.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

During the development of the 2019-2023 Consolidated Plan, the City worked to identify goals and anticipated outcomes during the next five years of the CDBG program. Many factors influenced the City's assessment of the community needs, including housing needs created by a rising housing market; furthering economic development efforts throughout Bellevue; and updating existing facilities, services, and programs; and the availability of non-CDBG funding sources to leverage with proposed

activities. During the development of the 2021 Action Plan, the City of Bellevue selected projects which will focus on the specific priorities and goals which are included in the table below.

<p>1. Priority Need Name: Encourage Economic Development through Business Development and Job Creation – HIGH</p>
<ul style="list-style-type: none"> a. Increase rehabilitation of existing commercial building <ul style="list-style-type: none"> i. Provide assistance to building owners to address code violations, infrastructure requirements, and façade improvements b. Increase employment opportunities <ul style="list-style-type: none"> i. Provide assistance for the development of new business and the expansion of existing businesses ii. Review available employment opportunities and work with businesses to develop and implement job training to fill existing openings c. Expand accessibility and Availability of transportation <ul style="list-style-type: none"> i. Continue to work with community partners to identify areas of need for transportation options
<p>2. Priority Need Name: Improve and Expand Available and Accessible Public Infrastructure and Buildings. – HIGH</p>
<ul style="list-style-type: none"> a. Improve existing public facilities <ul style="list-style-type: none"> i. Support revitalization efforts for public facilities to create economic development opportunities ii. Support projects that provide leveraging funds to increase impact of project b. Reverse deterioration in existing neighborhoods <ul style="list-style-type: none"> i. Provide assistance to remove barriers to accessibility ii. Address public facilities that are not up to existing standards to create sustainable neighborhoods <p><i>AFFH GOAL - Identify prospects to address Bellevue’s aging infrastructure and necessary updates to ensure all residents have accessibility to services.</i></p> <ul style="list-style-type: none"> i. <i>Work with the City of Bellevue ADA Committee to review current status of ADA Transition plan and infrastructure needs in the community along with identifying funding sources for assistance.</i> ii. <i>Develop programs and assistance to address housing accessibility modification needs.</i>
<p>3. Priority Need Name: Increase Housing Availability and Sustainability – HIGH</p>
<ul style="list-style-type: none"> a. Sustain the current available housing stock <ul style="list-style-type: none"> i. Provide assistance to low- and moderate-income homeowners to assist make affordable any necessary repairs that put health and safety at risk. b. Increase the development of affordable housing units <ul style="list-style-type: none"> i. Support efforts to increase affordable housing units through acquisition and rehabilitation. ii. Review options of infill development utilizing vacant lots and reducing vacant building blight. iii. Assist community partners with efforts to address housing needs of elderly, disable, small families, and at-risk low- and moderate-income individuals and families

AFFH Goal: Increase affordable housing opportunities to expand housing choice by increasing quality and quantity of affordable housing units and the number of participating landlords in the jurisdiction.

- i. Research partners and funding sources to conduct a housing market study for the community and identify opportunities to use the study to enhance development and developer partnerships*
- ii. Review possible developer incentives to increase development of affordable housing and meet with necessary partners to develop, prepare and adopt incentives.*
- iii. Determine prospects to increase the available funding and programs for housing rehabilitations programs in the community.*
- iv. Work with City officials and departments to review current criteria for determining city project need to include accessibility and housing issues.*

AFFH Goal: Identify opportunities to safeguard current and future zoning ordinances to encourage the development of affordable housing stock as well as utilize occupancy requirements that do not hinder fair housing choice.

- i. Work with local planning department to review current land zoning and develop proposal to increase multi-family zoning.*
- ii. Increase infill development opportunities by reviewing regulations and best practices to identify possible changes to the current regulations and develop proposals.*
- iii. Research opportunities to increase the percentage of newly constructed housing units that are affordable and accessible to people with disabilities.*

AFFH Goal: Increase homeownership opportunities through financial literacy and promoting equitable access to credit and home lending.

- i. Identify partners, specifically lending agencies, to assist with reviewing current lending concerns to identify areas of opportunities for education and assistance.*
- ii. Enhance educational materials and expand distribution and availability of materials.*

4. Priority Need Name: Increase and Expand Public Service Availability – LOW

- a. Increase and expand public services that address resident needs**
 - i. Identify community partners and support efforts to create or expand public services that support identified needs in the community, including, but not limited to elderly, disabled, mental health, senior, and crime awareness services.**

AFFH Goal: Increase the overall knowledge and understanding of fair housing with the community's developers, real estate professionals, financial institutions, elected officials and residents.

- i. Identify interested partners to facilitate fair housing workshops for landlords and housing providers*
- ii. Share and distribute fair housing information for renters.*
- iii. Work with local multi-family housing providers to provide information and education about fair housing to managements officials and tenants.*

AFFH Goal: Provide opportunities to alter the perceptions of community exclusion and diffuse opposition to affordable housing through knowledge and education.

- i. Research proactive marketing strategies to enhance community image and identify community stakeholders to assist with development of community strategies to propel movement forward.*

<ul style="list-style-type: none"> ii. Identify possible funding sources to assist with marketing strategies specific for the community.
5. Priority Need Name: Administration of CDBG Program – HIGH
<ul style="list-style-type: none"> a. Administration of the CDBG programs.
6. Priority Need Name: COVID-19 Preparation, Prevention, and Response
<ul style="list-style-type: none"> a. To provide assistance for the prevention of, preparation for, or response to community impacts due to the COVID-19 pandemic has adversely affected businesses and residents in the City of Bellevue <ul style="list-style-type: none"> i. Provide financial assistance to low- and moderate-income households facing economic hardships due to COVID-19 ii. Research and determine possible opportunities to provide financial assistance to microenterprise business and small business to encourage job growth and retention.

DRAFT

For the 2021 CDBG funding cycle, the City received eight project proposals from qualified applicants. Each proposal was reviewed for compliance with HUD regulations to ensure that each met the criteria of a CDBG eligible activity, prescribed National Objectives, demonstrated the applicant’s ability to carry out projects, and showed the impact and benefit for low -and moderate-income persons during the coming fiscal year. One public hearing was held to allow the applicants to present their projects to the CDBG Committee and allowed the public to hear and comment on each of the submissions. After thorough review and consideration by the CDBG Committee, five projects were recommended for funding and included in the draft 2021 Annual Action Plan that was presented for public comment and to the City of Bellevue Mayor and City Council for consideration and approval.

Applicant/Project	Recommended Funding
Acquisition	
Housing Foundation of Sarpy County – Mixed Use Development – HFSC Properties II Request funding to assist with acquisition of land for development of affordable housing and small business spaces within the city limits of Bellevue.	\$ 150,000.00
Eastern Nebraska Community Action Partnership (ENCAP) – Bellevue Food Pantry Relocation Assistance Request funding to assist with the relocation of the Bellevue Food Pantry to a larger, better equipped space within the Bellevue community.	\$ 240,080.00
Public Facilities and Improvements	

First Baptist Church of Bellevue – Community Center Upgrades Request funding to upgrade the bathrooms and windows of the community center building to better serve the community members and provide for better accessibility and energy efficiency.	\$ 16,400.00
Public Services	
Lift Up Sarpy County – Bellevue Community Response/Car Match Program Request funding for the Car Match program to assist an LMI individual with maintenance of a vehicle to ensure they can maintain transportation to and from work and schools and allow them to utilize those funds for other areas of need.	\$ 15,000.00
Housing	
Habitat for Humanity of Sarpy County – Rehabilitation of Single-Family Housing Unit Request funding to assist with rehabilitation of a single-family housing unit acquired by Habitat and available for affordable housing.	\$ 45,000.00
Administration and Planning	
City of Bellevue - Administration Request funding for general management, oversight, coordination, and staff expense for the CDBG program.	\$ 45,000.00
Total CDBG Funding	
	\$ 511,480.00

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Following the conclusion of each fiscal year, the City prepares the Consolidated Annual Performance Evaluation and Reporting (CAPER), which captures progress toward meeting needs and achieving strategies established in the Consolidated Plan and the Annual Action Plan. Through the monitoring of performance measures, staff is able to identify operational improvements, resource allocation issues, and policy questions to be addressed in the upcoming year.

Overall, Bellevue and its partners have been successful in implementing its community services and public improvements projects and programs and meeting the objectives established in the previous Consolidated Plan and foresees continued progress through the new Plan.

The City will complete the second year of the 2019-2023 Consolidated Plan on September 30, 2021. The overall accomplishments of the program have been notable with funding utilized to address slum and blight and low- and moderate-income clientele National Objectives. During the second year Action Plan, the City allocated CDBG entitlement funds to ten activities that met four priorities from the Consolidated Plan. In addition to the entitlement funding, the City received CDBG Coronavirus funding that was allocated to eight projects that addressed the preparation for and response to the community impact of the COVID-19 pandemic on the residents of Bellevue. Following the conclusion of the fiscal year, the City will prepare the 2019-2020 Consolidated Annual Performance and Evaluation Report (CAPER) to outline the goals and accomplishment of each project.

The CAPER for the 2019 Action Plan was completed in March 2019. During the first year of the 2019-2023 Consolidated Plan, the City funded seven projects to improve the quality of life for LMI residents through project and resources that met five of the goals outlined in the Consolidated Plan. A total of \$441,309.454 was expended for CDBG approved projects of which 100% was used for projects benefiting low- and moderate-income.

Bellevue's priorities, goals, and objectives over the term of the five-year plan are determined by the City based on the information gathered in the planning process and the needs assessment. During the 2019 fiscal year, the City amended the goals outlined to include a priority for COVID-19 response with a goal to assist businesses and residents with the adverse effects of the pandemic. The City will continue to use the 2019-2023 Consolidated Plan and goals as the basis for selecting which projects to fund over the remaining two years of the five-year period.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The federal regulations that govern the planning process place a strong emphasis on community participation, especially by low-income persons and others who may benefit from the plan. During 2020, the City of Bellevue presented an amendment to the Citizen Participation Plan to meet current requirements from the CARES Act for CDBG Coronavirus funding. Following approval at the July 7, 2020, City Council meeting, the City of Bellevue followed the adopted Citizen Participation Plan in the development of the Annual Action Plan.

During the preparation of the 2021 Action Plan, the City held public hearings in accordance with the Governor's Direct Health Measures. The first public hearing and technical assistance workshop were held virtually while the second and third public hearings were held in person. While developing the plan, the City utilized the guidance provided by the Citizen Participation Plan and consulted with key stakeholder groups, organizations, and completed the following outreach:

- Published notices prior to meeting, public hearings, and availability of plans for review as well as distributed the information through a mailing list open to all interested citizens,

- Hosted three public hearings on March 9th, May 20th, and July 7th, 2021,
- Held one virtual applicant technical assistance workshop on April 8th, 2021, and
- Met with and held video conferences with various community organizations to discuss needs and opportunities for funding.

In addition, several of the City of Bellevue plans that were already developed and adopted were also used during the planning process to ensure consistency and coordination. The following city plans were consulted: Bellevue Comprehensive Plan, Bellevue Blight Study, City of Bellevue Strategic Plan including Mission Statement with Organizational Core Values, Olde Towne Development Plan, Bellevue Neighborhood Needs Assessment and Revitalization Strategy, and Bellevue Area Community Housing Assessment Report.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

During the development of the 2021 Action Plan, residents were provided numerous opportunities to provide comment regarding the City of Bellevue's CDBG program identified needs, priorities, and goals during public hearings and reviews. Following the development of the plan and publication of the Notice of Availability, the draft 2021 Action Plan was available for public review and comment during a 30-day period which was from June 16 to July 20, 2021.

A public hearing will be held on July 20, 2021, during a city council meeting at which time residents will be invited and encouraged to provide comment on the draft plan prior to final approval by the Bellevue City Council. All comments received during the public hearing and during the availability period will be summarized and included with the final Action Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

Comments received during the comment period and public hearing for the draft 2021 Action Plan will be included here prior to approval of the plan.

7. Summary

The following document represents the housing, community, and economic development needs and priorities as well as the chosen projects and activities selected for implementation as part of the 2021 CDBG Action Plan.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	BELLEVUE	Finance Department

Table 1 – Responsible Agencies

Narrative (optional)

The City of Bellevue is the lead agency responsible for overseeing the development of the Consolidated Plan and administering the development and implementation of the Action Plan and annual projects. The City of Bellevue works with an independent consultant to administer the City’s CDBG program, under the direction of the Finance Director, who maintains responsibility for development of the Consolidated Plan, Annual Action Plan, and Consolidated Annual Performance & Evaluation Report (CAPER). The Consultant works with the CDBG Committee, which was created by the City Council to assist with allocation of annual funding by reviewing the applications for funding request and making a final recommendation to the Bellevue City Council. The City will continue to work with organizations that were involved in the development of the Consolidated Plan to address the identified needs and administered activities and programs.

Consolidated Plan Public Contact Information

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AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

As required by HUD regulations and the Citizen Participation Plan, the City of Bellevue consulted with public and private agencies that provide services to the community. When developing the plan, the City, as the lead agency responsible for overseeing and administering the Action Plan, took several actions to include input from the community as a whole and from key stakeholders.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The City of Bellevue works with various organizations throughout the community to create an institutional structure effective in dealing with housing and community development issues. The City is also working to provide financial resources to meet the demands. This collaboration is accomplished through regular phone and in-person meetings, consultations, neighborhood, committee and community meetings, participation in civic and Continuum of Care meetings, and other events/activities throughout the year.

While there are areas requiring additional coordination in Bellevue and Sarpy County, the service network is well established and active. With the close proximity to neighboring communities and the inclusion of Bellevue in the Omaha-Council Bluffs Metropolitan Area, several needs go beyond a single jurisdiction. For these needs, Bellevue continues to work with various organizations including the City of Omaha, Sarpy County, Douglas County, the State of Nebraska, and other surrounding units of government to implement this plan.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Bellevue is in the jurisdiction of the Metropolitan Area Continuum of Care for the Homeless (MACCH), which includes the cities of Omaha and Council Bluffs and the three-county area of Douglas, Sarpy and Pottawattamie. Since Bellevue is a part of this larger area Continuum of Care, the homeless population count and numbers are not available for the Bellevue area alone. The City participates in and works with the MACCH to identify and then address the needs of homeless persons and persons at risk of homelessness in the Omaha Metro area. MACCH collects homeless data, analyzes the data, and establishes goals and objectives as part of the planning for homeless programs and reports the data in HMIS.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Bellevue does not receive ESG funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

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Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Bellevue Chamber of Commerce
	Agency/Group/Organization Type	Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.
2	Agency/Group/Organization	Bellevue Community Foundation
	Agency/Group/Organization Type	Civic Leaders Foundation
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development Public Service Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.
3	Agency/Group/Organization	Bellevue Food Pantry
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Health

	What section of the Plan was addressed by Consultation?	Public Service Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.
4	Agency/Group/Organization	Bellevue Housing Authority
	Agency/Group/Organization Type	Housing PHA Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.
5	Agency/Group/Organization	Bellevue Junior Sports Association
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Public Service Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.
6	Agency/Group/Organization	Bellevue Public Schools
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.
7	Agency/Group/Organization	Bellevue Senior Center
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.

8	Agency/Group/Organization	Bellevue University
	Agency/Group/Organization Type	Services-Education Major Employer
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.
9	Agency/Group/Organization	Green Bellevue
	Agency/Group/Organization Type	Services-Health Civic Leaders
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.
10	Agency/Group/Organization	Habitat for Humanity of Sarpy County
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.
11	Agency/Group/Organization	Housing Foundation for Sarpy County
	Agency/Group/Organization Type	Housing Services - Housing Foundation
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.
12	Agency/Group/Organization	Lutheran Family Services
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Employment Services - Victims

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.
13	Agency/Group/Organization	Sarpy County Museum
	Agency/Group/Organization Type	Civic Leaders
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.
14	Agency/Group/Organization	Eastern Nebraska Community Action Partnership
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-homeless Services-Health Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.
15	Agency/Group/Organization	HEARTLAND FAMILY SERVICES
	Agency/Group/Organization Type	Services - Housing Services-Children Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.
16	Agency/Group/Organization	Sarpy County Government
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.
17	Agency/Group/Organization	Lift Up Sarpy
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Narrowing the Digital Divide
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.

18	Agency/Group/Organization	Metro Area Continuum of Care for The Homeless
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.
19	Agency/Group/Organization	Metropolitan Area Planning Agency
	Agency/Group/Organization Type	Regional organization Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis Economic Development

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.
20	Agency/Group/Organization	Project Houseworks
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.

Identify any Agency Types not consulted and provide rationale for not consulting

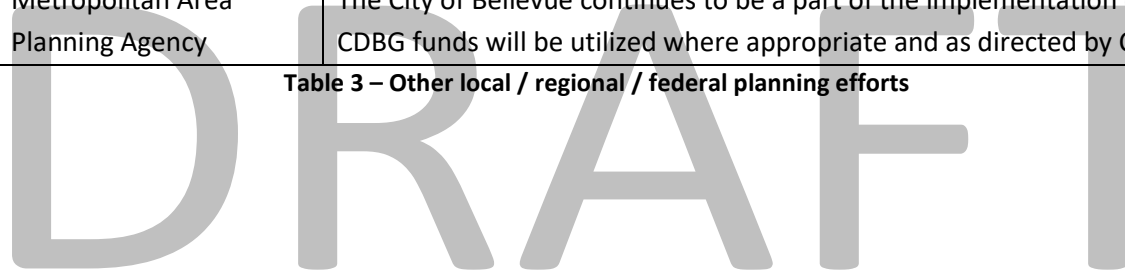
All agencies providing a full range of services in and around the City of Bellevue and involved in the CDBG program were contacted to request comments. As agencies are identified or contact the City, they are included on the mailing list for future assistance and correspondence.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Metro Area Continuum of Care for the Homeless	The City of Bellevue reviewed the 10 Year Plan to End Homelessness to ensure comparability with the City's comprehensive plan and future goals. The City continues to contact MACCH regarding funding opportunities in Bellevue and homelessness needs.
Heartland 2050	Metropolitan Area Planning Agency	The City of Bellevue continues to be a part of the implementation of the Heartland 2050 plan. CDBG funds will be utilized where appropriate and as directed by City Administration.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)



AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

In 2020, the City of Bellevue prepared and adopted an updated Citizen Participation Plan to address the changes provided by the CARES Act in response to the COVID-19 pandemic. The Citizen Participation Plan which discusses the City's procedures and efforts in regard to public notices, public comment periods, public hearings, technical assistance to community partners, record retention, and complaints, was updated to include emergency declaration requirements. The City is also required to consult with public and private agencies that provide services to the community.

When developing the annual Action Plan, the City took several actions to include input from the community as a whole and from key stakeholders:

- The City consulted with representatives from other city departments on how CDBG could have the most beneficial community impact. This consultation included several departments, such as Planning, Public Works, Police, Fire, Human Services, Streets, and Parks and Recreation.
- The held two public hearings during the application process and development of the proposed activities for the 2021 Action Plan. In addition to the public hearings, an application technical assistance workshop was held to assist interested organization, groups, and citizens who were interested in applying for CDBG assistance for eligible projects.
- The CDBG Committee, a group made up of six community members, held a public meeting to review projects and ask questions of applicants, discuss proposed projects with applicants, and develop a funding recommendation to be presented to the Bellevue City Council for consideration. The Committee used detailed criteria to review, score, and rank the proposals for completeness, community need, and compliance with CDBG requirements.
- The City prepared the draft action plan which was available for public comment from June 16, to July 20, 2021. Copies were made available at the City Library, Lied Activity Center, City Clerk's Office, CDBG Office, and on the City's website. The availability of the plan was announced in the local newspaper and on the City's website.

- The City held the third public hearing on July 20, 2021, during the Bellevue City Council meeting to receive public comment and allow Councilmembers to ask any questions of applicants and committee members. The Bellevue City Council considered final approval of the plan and funding recommendations during the July 20, 2021, meeting.

The citizen participation process also helped the City of Bellevue to establish its priority needs for the next five years during the development of the Consolidated Plan.

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Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Non-targeted/broad community	Not applicable.	No specific response. A newspaper ad and press release were distributed inviting public participation and comment at all three public hearings regarding planning and development of the annual action plan. The notices were distributed with 15-days notice to each of the three public hearings held regarding the development of the plan, opening of the application process, and the review of project applications received	None.	

2	Public Hearing	Non-targeted/broad community	<p>Two public hearings were held during the development of the annual action plan to encourage public participation. The first hearing included a presentation overview of the CDBG program, the application process for funding, and the identified needs and goals outlined in the Consolidated Plan. The second hearing which was held virtually included presentation by applicants for CDBG funding and questions by CDBG Committee members. In total, 27 people attend the first and second public hearings. The third public hearing was</p>	<p>Discussion during the public hearings included the CDBG requirements, funding process, and applications received. No additional comments were received.</p>	None.	
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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
			held during a City Council meeting.			
3	Application Workshop	Non-targeted/broad community Interested Applicants	The applicant workshop is step-by-step assistance for those individuals and organizations interested in applying for CDBG assistance in understanding the HUD requirements and regulations for CDBG funding in addition to the City of Bellevue requirements. Due to Directed Health Measures by the State of Nebraska in response to the coronavirus, the workshop was held virtually. There were 6 participants in the applicant workshop.	None.	None.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
4	Newspaper Ad	Non-targeted/broad community	A 30-day Notice of Availability of the proposed 2020 Action Plan and a 15-day Notice of Public Hearing were published in the local newspaper, on the City's website, and posted/ distributed to various locations throughout the community.	No specific response was received.	None.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The 2021 Action Plan will be the third year of 2019-2023 Consolidated Plan. The Action Plan addresses the proposed programs, projects, and activities that will be undertaken with the resources anticipated to be available in the proposed budget. The City of Bellevue anticipates receiving \$330,490 in CDBG entitlement funds for the FY 2021-2022. These funds will be used to fund eligible community development projects

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in low- and moderate-income areas or to benefit low- and moderate-income families and households. Based on the proposed funding recommendation for the 2021 entitlement allocation, funds are anticipated to be allocated as follows:

- 9% will be allocated to planning, administration, and governmental compliance, such as fair housing studies, etc.
- 3% of funds will be allocated to public service activities and public facilities and improvement activities,
- 76% to acquisition of property for housing and public service activities, and
- 9% or more for improving or expanding affordable housing

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	335,360	0	176,120	511,480	604,867	CDBG funding will be used throughout the city limits for priorities outlined in the Consolidated Plan and will be leveraged with other federal, local or private funding sources
Other	public - federal	Other	0	0	0	0	0	

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how

matching requirements will be satisfied

The City of Bellevue is an entitlement community for CDBG funding and does not receive any additional funding from HUD. During the annual funding cycle, the City does not require a match to a funding request but does emphasize providing leveraged funding from projects seeking CDBG funds and take into consideration any leverage funding presented as part of a proposed activity budget. Agencies are requested to identify their efforts to obtain additional resources to assist with their projects during the application process.

The City does encourage and support community organizations to seek other grants to through private, public, state and federal grants to supplement CDBG improvement projects. As in the past, the City of Bellevue will be as creative as possible to find other sources of funding from state, federal, private developer, tax-credits, loans, and local funds in order to develop and deliver efficient and cost-effective projects.

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If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Bellevue owns land throughout the community, much of which is utilized for various parks, ball fields, trails and other recreation facilities. As needs are identified, the City of Bellevue considers all possible projects and activities to assist with addressing the needs to the benefit of all citizens and the utilization of publically owned land for projects as leverage.

During the 2021 program year, the City anticipates completing activities on privately-owned land within Bellevue city limits to assist projects for housing, public service, and public facilities and improvement activities.

Discussion

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Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase Affordable Housing Opportunities	2019	2023	Affordable Housing	City of Bellevue	Increase Affordable Housing Opportunities	CDBG: \$195,000	Rental units constructed: 8 Household Housing Unit Homeowner Housing Rehabilitated: 1 Household Housing Unit
2	Public Facilities and Infrastructure Improvements	2019	2023	Non-Housing Community Development	City of Bellevue	Improve Public Infrastructure and Facilities	CDBG: \$16,400	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 50 Persons Assisted
3	Provide Community/Neighborhood Services	2019	2023	Non-Homeless Special Needs	City of Bellevue	Increase and Expand Public Service Availability	CDBG: \$255,080	Public service activities other than Low/Moderate Income Housing Benefit: 2004 Persons Assisted
4	Planning and Administration	2019	2023	Administration	City of Bellevue	Planning and Administration	CDBG: \$45,000	Other: 1 Other

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Increase Affordable Housing Opportunities
	Goal Description	In the 2021 Action Plan, funding has been allocated to increase the number of affordable housing opportunities through acquisition and housing rehabilitation. The two activities include assistance with the acquisition of land for the construction of new affordable rental housing and the rehabilitation of an owner-occupied housing unit for a low- and moderate-income household.
2	Goal Name	Public Facilities and Infrastructure Improvements
	Goal Description	In the 2021 Action Plan, funding has been allocated to address energy efficiency and accessibility in a building utilized for community outreach services.
3	Goal Name	Provide Community/Neighborhood Services
	Goal Description	In the 2021 Action Plan, funds were allocated to provide community services through two projects. One project will provide assistance to move and expand the community services through the food pantry, and the other project will provide for services directly to families for transportation expenses.
4	Goal Name	Planning and Administration
	Goal Description	Funding in the Action Plan was provided for planning and administration for the funded activities to ensure the successful administration of the CDBG program.

Projects

AP-35 Projects – 91.220(d)

Introduction

During the 2021 Action Plan, the City of Bellevue will administer five projects that received CDBG entitlement funding. Focus and resources will be on the following priority areas:

- Acquisition of property for the development of affordable housing and expansion of public service activities,
- Assist with rehabilitation of affordable housing,
- Provide community public services, and
- Administration of the CDBG program.

The allocation of funds for the following projects are closely aligned with the top housing and economic development needs identified in the needs assessment and housing market analysis, and through input contributed by stakeholders and citizens who participated in the development of the Consolidated Plan. The objectives and outcomes for each proposed activity in 2020 may be found in section AP-38 Project Summary.

Projects

#	Project Name
1	Mixed Use Development - HFSC Properties II
2	Bellevue Food Pantry Relocation Assistance
3	Community Center Upgrade Project
4	Bellevue Community Response/Car Match Program
5	Housing Rehabilitation Assistance
6	Program Administration

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City of Bellevue selected priority goals during the Consolidated Plan process. During the allocation of funding for the 2021 Action Plan, the City utilized a competitive application process. To address the identified priority needs, the City of Bellevue has chosen to make available CDBG funds annually through an application process. The City accepts application from eligible organizations, which are then reviewed by staff and a CDBG Committee who determine a funding recommendation. CDBG staff determine eligibility and feasibility of each application and then distribute the application to the CDBG Committee

for review based on the committee funding philosophy which includes consideration of: comparability with outlined priorities, defined objects, realistic scope, benefit to the community and LMI residents, leveraging of dollars, duplication of services and effectiveness of partnerships, process of evaluations, organization capacity, and readiness for implementation. A recommendation was then made to the Bellevue City Council for consideration. The Bellevue City Council made final approval of projects and annual Action Plans.

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AP-38 Project Summary
Project Summary Information

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1	Project Name	Mixed Use Development - HFSC Properties II
	Target Area	City of Bellevue
	Goals Supported	Increase Affordable Housing Opportunities
	Needs Addressed	Increase Affordable Housing Opportunities
	Funding	CDBG: \$150,000
	Description	The proposed project includes the acquisition of land for the development of affordable housing and small business spaces that serve neighborhood residents within the city limits of Bellevue. The Housing Foundation for Sarpy County will be providing leveraged funding and developing the project to provide an improved quality of life for families through the expanded housing options.
	Target Date	9/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	8 low- and moderate-income households
	Location Description	The project site is to be determined. The site will be located within Bellevue city limits.
	Planned Activities	The CDBG funding will be used for land acquisition in the development of affordable housing.
2	Project Name	Bellevue Food Pantry Relocation Assistance
	Target Area	City of Bellevue
	Goals Supported	Provide Community/Neighborhood Services
	Needs Addressed	Increase and Expand Public Service Availability
	Funding	CDBG: \$240,080

	Description	The proposed project will assist with the relocation of the Bellevue Food Pantry to a larger, better equipped space within the Bellevue community to address the increased need. The additional space will serve the community more efficiently, expand its reach, and provide more comprehensive food options and family support services with the space necessary to set up for both food distribution and family support service.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	The increase and improvement in service will benefit an estimated 2,000 low- and moderate-income households.
	Location Description	The project will be located within Bellevue city limits.
	Planned Activities	The CDBG funding will be used for site acquisition for the new, expanded location of the Bellevue food pantry.
3	Project Name	Community Center Upgrade Project
	Target Area	City of Bellevue
	Goals Supported	Public Facilities and Infrastructure Improvements
	Needs Addressed	Improve Public Infrastructure and Facilities Increase and Expand Public Service Availability
	Funding	CDBG: \$16,400
	Description	The proposed project will assist with rehabilitation of the community center including window replacement and bathroom rehabilitation. The community center is utilized throughout the year for community outreach and service events including assistance distribution through Operation Christmas Child, Toys for Tots, Bellevue Public School student food backpack and food distribution site. The rehabilitation of the building will maintain the building integrity, increase accessibility, and increase energy efficiency.

	Target Date	9/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	The project will benefit one non-profit organization and the improved access and service with reach an approximately 50 low- and moderate-income households.
	Location Description	The project site is located at 112 East 23rd Street in Olde Towne Bellevue.
	Planned Activities	The CDBG funding will be used to assist with building rehabilitation to increase and improve community outreach.
4	Project Name	Bellevue Community Response/Car Match Program
	Target Area	City of Bellevue
	Goals Supported	Provide Community/Neighborhood Services
	Needs Addressed	Increase and Expand Public Service Availability
	Funding	CDBG: \$15,000
	Description	The proposed project will provide assistance to sponsor the Car Match program to assist low- and moderate-income individuals with maintenance of a vehicle to ensure they can maintain transportation to and from work and schools and allow them to utilize their funds for other areas of need. The assistance will be available for car repairs only and one repair once a year per individual will be allowed.
	Target Date	9/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	The program will assist an estimated 4 low- and moderate-income households.
	Location Description	The program will be operated out of Lift Up Sarpy offices at 119 West Mission Ave in Olde Towne Bellevue and benefit residents of Bellevue

	Planned Activities	The CDBG funding will be utilized to assist eligible households with car repair expense.
5	Project Name	Housing Rehabilitation Assistance
	Target Area	City of Bellevue
	Goals Supported	Increase Affordable Housing Opportunities
	Needs Addressed	Increase Affordable Housing Opportunities
	Funding	CDBG: \$45,000
	Description	The proposed project includes assistance the rehabilitation of a single-family housing unit acquired by Habitat and available for affordable housing. The housing unit will be rehabilitated with CDBG funding and in-kind donations. The unit will then be made available for a low- and moderate-income household. The household with participate in homeownership preparedness courses before purchasing the home.
	Target Date	9/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	The project will assist 1 low- and moderate-income household
	Location Description	The housing unit will be located within Bellevue city limits.
	Planned Activities	The CDBG funding will assist with rehabilitation of one single family housing unit.
6	Project Name	Program Administration
	Target Area	City of Bellevue
	Goals Supported	Planning and Administration
	Needs Addressed	Planning and Administration
	Funding	CDBG: \$45,000

Description	The project includes all activities associated with successful administration of the CDBG program including department expenses necessary to administer the CDBG program (staff, salary, benefits, supplies, and services), required action plan, CAPER, financial and reporting requirements, project monitoring, environmental assessments, continued training and education opportunities, and other responsibility for the CDBG program.
Target Date	9/30/2023
Estimate the number and type of families that will benefit from the proposed activities	NA
Location Description	The City of Bellevue Administration Office is located at 1500 Wall Street, Bellevue, NE 68005.
Planned Activities	The planned activities include administration of the CDBG program.

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AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Allocations for CDBG funding are typically based geographically only when an application is eligible for a project primarily benefitting low-and-moderate income area that meets the priorities of the Consolidated Plan.

Of the five projects funded during the 2021 fiscal year, one project has a specific project located in Olde Towne Bellevue. The three of the projects will have locations will be determined at the time of purchase and will be located within Bellevue City limits. The last project is a public service which will be available to invoice qualified households within Bellevue.

Geographic Distribution

Target Area	Percentage of Funds
City of Bellevue	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

As outlined in the Consolidated Plan, the City is not targeting specific neighborhoods, but may develop target areas over the period of this plan as several local initiatives develop more specific revitalization plans. The City of Bellevue distributes funding through a competitive application process. Emphasis is placed on projects that address high priority needs of low- and moderate-income persons, households, or areas. While the City does emphasize assisting LMI areas, the funding of specific activities is based upon an evaluation of which one's best meets identified needs.

Discussion

The City of Bellevue distributes funding through a competitive application process. Emphasis is placed on projects that address needs of low- and moderate-income persons, households, or areas, While the City does emphasize assisting LMI areas, the funding of specific activities is based upon an evaluation of which one best meet identified needs. The City accepts applications from eligible organizations which are then reviewed by staff and a CDBG Committee who determines a funding recommendation. CDBG staff determines eligibility and feasibility of each application and then distributes those applications to the committee for review based on the committee's funding philosophy which includes consideration of: comparability with outlines priorities, defined objectives, realistic scope, benefit to the community and LMI residents and leveraging of dollars. The recommendation is then provided to the Bellevue City Council for final approval of the proposed projects for the Action Plan.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

In the Consolidated Plan, the City of Bellevue outlined the priority to maintain and increase affordable housing stock for low- and moderate-income individuals and families. The City identified the goal to address this need of affordable housing with partners to educate the public regarding affordable housing and fair housing information.

During the 2021 Action Plan, funds have been allocated to two projects which will focus on increasing the number of affordable housing units available to households within Bellevue. Habitat for Humanity of Sarpy County to address critical housing needs through the rehabilitation of a single-family housing unit within the city limits of Bellevue. Through the partnership with Habitat for Humanity, the City of Bellevue hopes to continue to reduce the number of substandard housing units, maintain the existing affordable housing stock and contribute to increase independence and quality of life for very low-income households. To address the need for new rental units, the Housing Foundation for Sarpy County presented a mixed-use project to increase affordable rental units and provide necessary neighborhood services accessible to those residents.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	8
Rehab of Existing Units	1
Acquisition of Existing Units	0
Total	9

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

Affordable housing continues to be a priority for Bellevue. In addition to the funding allocated in the 2021 Action Plan to activities the maintain, develop and support affordable housing, the City of Bellevue partnered with the Bellevue Housing Authority and other agencies throughout Sarpy County to complete a Housing Study to demonstrate the need for affordable housing and assist efforts to

encourage additional development. The increasing cost of new construction has hindered efforts for new construction, and the City of Bellevue is working to develop new avenues to enhance the advantages for developers of new construction.

DRAFT

AP-60 Public Housing – 91.220(h)

Introduction

The Bellevue Housing Authority is the primary provider of housing to very low-income households in the City. The BHA receives funding on an annual basis from HUD to support the provision of housing, to make repairs on existing properties and to provide programs and supportive services to public housing residents.

Actions planned during the next year to address the needs to public housing

No CDBG funding is directly allocated to meet public housing needs in fiscal year 2021. The City of Bellevue will support non-profit efforts to construct affordable housing, including the Public Housing Authority, by assisting in the identification of vacant or abandoned properties and lots for home building purposes and other areas as needed. During the 2021 fiscal year, the City will continue to support Habitat for Humanity of Sarpy County and the Housing Foundation for Sarpy County and their efforts to increase and sustain affordable housing within Bellevue.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The City of Bellevue will continue working closely with the Bellevue Housing Authority to address the importance of resident involvement and promote fair housing information among the residents. With limited funding available, the City of Bellevue has not funded a project to encourage public housing residents to become more involved in management and to participate in homeownership.

All programs funded by the City of Bellevue will be promoted among the residents to increase involvement in city events and activities, specifically economic development and job growth activities will be encouraged to include Public Housing resident outreach in their recruitment strategy.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Bellevue Housing Authority is not identified as troubled by HUD.

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of Bellevue relies on the Metropolitan Area Continuum of Care for the Homeless (MACCH) to assist with providing activities and projects directly to the homeless and other special needs population. MACCH most recently updated the 10-year plan to end homelessness in 2015. This updated ensured compliance with the federal strategic plan to prevent and end homelessness. The City of Bellevue actively participated to ensure all needs are identified and addressed within the jurisdiction. In the updated 10 Year Plan, the following four overarching goals were identified:

- End Chronic Homelessness
- End Veteran Homelessness
- End child, family, and youth homelessness
- Set a path to reducing overall homelessness

One needs according to service providers and shelters is increased awareness of existing resources available to meet the needs of the homeless throughout the metropolitan area. The City of Bellevue plans to continue efforts working with the Continuum of Care and area agencies to improve data regarding Bellevue and Sarpy County in order to better understand the need and coordinate efforts to address these needs. With the increased data availability, the information will be more useful and present a more accurate picture of the homeless population in order to match needs with projects and identify funding sources for projects.

In addition to the 10-year plan, MACCH was selected to participate in the national Zero 2016 Campaign to end chronic and veteran homelessness by creating a national tipping point to prove that success is possible, ultimately motivating all communities to end veteran homelessness and end chronic homelessness one year later.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Bellevue will continue to work with MACCH to identify areas where assistance can be provided beyond that of funding.

During the 2021 fiscal year, CDBG funding will continue to provide assistance through the Human Services Offices to help identify services available and direct those household in need to those services. The City has also provided assistance to Habitat for Humanity of Sarpy County to develop new housing units through the rehabilitation of a single-family housing unit in 2020 and 2021. Through the

production and redevelopment of housing units, the City will provide additional affordable housing for families facing homelessness or that are already homeless.

The City also relies on its network of providers who are members of the MACCH. As these are the agencies and organizations who work day to day with the homeless, they are most capable of reaching out to the homeless population and assessing their individual needs.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Bellevue does not receive Emergency Shelter Grant funds and has not committed CDBG funding to add shelters and housing in this annual action plan. Instead, the City will work with MACCH to increase their participation in available area non-profit organization planning, operational cost estimating, grant writing and other skills classes that will help the City understand the needs and provide greater assistance to shelters to increase funding, effectively and efficiently plan costs, and make the most of limited funding while preserving or increasing services. In addition to working with MACCH, the City will continue to work with all partners in the Affirmatively Further Fair Housing Plan to develop activities and provide support to addressing the needs of homeless in Bellevue.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The Bellevue Housing Authority administers the housing voucher program for the Bellevue community. The City of Bellevue offers housing assistance to homeowners with repairs to ensure the housing is safe, sanitary, and accessible for the homeowner to remain in the house. The City will work with MACCH to identify gaps in service for Bellevue as a part of the 10-year plan to end homelessness. As gaps are identified, Bellevue will work with area agencies to develop programs and projects to help address the need and end homelessness.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City of Bellevue offers the housing assistance programs in an effort to assist low- and moderate-income persons and households to remain in their homes and not become homeless. By providing this

assistance, the low and moderate-income households are able free their home of code violations and threats to health and safety of the occupants. This activity may prevent a household from facing homelessness and allow the use of limited funding for family needs rather than costly housing repairs. As part of the 2019 fiscal year, the City provided assistance to Heartland Family Service to continue the Housing Navigator program and expand the program to assist all households at imminent risk of homelessness to connect them to housing and income assistance in the community. The Navigator will work closely with programs in the Bellevue area to identify eligible clients, complete initial assessments to determine client needs and assist clients in developing a plan for housing stability.

By providing the Housing Navigator program, three objectives listed in the MACCH's 10-year plan to end homelessness will be addressed: increase use of prevention resources to divert families from entering shelter; reduce the length of time of homeless so that no individual or family remains homeless for longer than 90 days; and increase access to employment and benefit income. The City will continue to work to identify proposed projects for CDBG funding and how those projects can meet MACCH identified objectives.

Discussion

DRAFT

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City of Bellevue is working towards elimination of barriers to all affordable housing. The City recently updated their fair housing ordinance and is working to expand expanded Fair Housing outreach by providing fair housing information brochures at city and public facilities and events, and sponsored public service announcements with media organizations that provide such services to local government. The City monitors local, county, state and federal regulations, policies and ordinances that may directly or inadvertently affect fair housing choice and takes appropriate remedial action as possible.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City of Bellevue will continue to provide assistance and funding to private sector and non-profit organizations that support the goal of increasing the supply and availability of affordable housing units and number of available jobs specifically in areas where affordable housing is easily accessible. By increase the economic impact and job opportunities within the city close to affordable housing options, the City hopes to minimize the impact of the public transportation barrier. The City will continue to review it policies to identify any building or zoning codes that present barriers to the development of affordable housing. The City remains committed to removing the negative effects of public policies that serve as barriers to affordable housing.

Discussion:

AP-85 Other Actions – 91.220(k)

Introduction:

Every year, the City of Bellevue looks for innovative, fresh ideas to use CDBG funds to address community needs and provide the biggest benefit for low- and moderate-income persons and community as a whole with the relatively small amount of CDBG funds received.

In determine the most advantageous use for the funding, the City of Bellevue takes into consideration different actions to foster and maintain affordable housing, evaluate and reduce lead-based paint hazards, reduce the number of poverty-level families, develop institutional structure, and enhance coordination within the community.

Actions planned to address obstacles to meeting underserved needs

The City of Bellevue will continue to identify community partners to assist with address the needs of the underserved in the community. By working with these partners and development projects for funding, the City hopes to develop public services offered by organizations within our community to specially address resident's needs.

As part of the 2021 plan, the City of Bellevue allocated funds to Lift Up Sarpy to provide assistance to low- and moderate-income households to maintain transportation to and from work, school, and services to sustain a quality of life. To assist with additional needs during the past year, the City of Bellevue allocated funding to Eastern Nebraska Community Action Partnership (ENCAP) to expand the Bellevue Food Pantry service to include a mobile food delivery service for households who are unable to visit the pantry's physical location. During this Action Plan, the City is making an enhanced effort to enhance affordable housing options and the services available to those households.

Actions planned to foster and maintain affordable housing

The City of Bellevue will continue to identify community partners to assist with address the needs of the underserved in the community. The City will continue to work with Rebuilding Together Omaha to identify opportunities to improve affordable housing for elderly homeowners through the rehabilitation programs. In the 2021 Action Plan, funding was provided to Habitat for Humanity of Sarpy County for to assist with the rehabilitation of a single-family housing unit purchased within the city limits of Bellevue. Through the assistance to rehabilitate an existing housing unit, Habitat will be able to provide an affordable housing unit and Bellevue will benefit from the future property taxes from a habitable housing unit. The City also supported the Housing Foundation for Sarpy County with their efforts to develop new affordable rental housing.

Working with these partners and development projects for funding, the City hopes to develop public

services offered by organizations within our community to specifically address resident's needs.

Actions planned to reduce lead-based paint hazards

As part of the ongoing program, the City will address lead-based paint hazards in homes receiving rehabilitation assistance when funding is available. The City staff will pursue educational opportunities for lead based paint to assist with educating contractors of the requirements, identify available trainings in the area, and work to identify additional funds sources to address this issue.

Actions planned to reduce the number of poverty-level families

By providing investment in economic development to encourage new or expanding businesses to locate in Bellevue, the long-term jobs for low- and moderate-income residents will be increased which will provide stable employment opportunities and increase financial independent for poverty-level families. As part of the 2021 Action Plan, CDBG funds will be allocated to housing and public service activities to support households as they work to support their families and effort towards self-sufficiency. The City will continue to work with the Bellevue Chamber of Commerce and other civic and business leaders to identify opportunity to expand the job opportunities for LMI households and provide necessary assistance such as job training to prepare individuals for those opportunities.

Actions planned to develop institutional structure

The City strategy is to enhance coordinate partnerships among its Consolidated Plan partners, including health, mental health, homelessness, veteran, elderly, community-based, housing, and state and local government agencies to further examine the causes and demographics of homelessness and risk, assist in developing additional data sources, identify and report trends impacting multiple agencies in a more timely fashion, and provide outreach and education regarding conditions that create risk, homelessness, and chronic homelessness amongst the mentally-ill and other special-needs residents.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will support the efforts of the Metropolitan Area Continuum of Care for the Homeless and participate in the updates to the 10 year plan to end homelessness and more regularly in their multi agency meetings. More active participation in the Continuum will improve the coordination of the City's Consolidated Plan goals and the Continuum's 10 Year Plan to End Homelessness. During the 2019 flooding crisis, the social services agencies worked together to address the needs of households facing homelessness. Through that crisis, the agencies developed a strong working bond and steps to address the ongoing needs of low income households as the City moved from addressing a flood crisis to a

pandemic response.

Discussion:

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Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

The 2021 Action Plan includes funding for one administration project and five additional projects: Housing Foundation for Sarpy County Mixed Use Development, Eastern Nebraska Community Action Partnership Bellevue Food Pantry Relocation Assistance, First Baptist Church Community Center Upgrades, Lift Up Sarpy Bellevue Community Response/Car Match Program, and Habitat for Humanity of Sarpy County Rehabilitation of Single-Family Housing Unit.

Of the five projects, one projects will directly benefit low- and moderate-income persons: Lift Up Sarpy Car Match Program. Two projects will provide enhanced and expanded services to low- and moderate-income persons: First Baptist church Community Center Upgrades and Eastern Nebraska Community Action Partnership Food Pantry Relocation Assistance. Expanded housing options will be provided through two activities: Housing Foundation of Sarpy County Mixed Use Development and Habitat for Humanity of Sarpy County Single-Family Housing Rehabilitation.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
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2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.

96.00%

DRAFT

Attachments

DRAFT

Citizen Participation Comments

CITY OF BELLEVUE, CDBG PROGRAM
1500 Wall Street, Bellevue, NE 68005
(402) 293-3000

CDBG COMMUNITY MEETING

**Tuesday, March 9th at 6:00 p.m.,
By Virtual Meeting**

At this meeting, we will present information about the City of Bellevue's Community Development Block Grant program, the eligibility requirements for activities and funding opportunities, and priorities outlined in the Consolidated Plan.

To participate in the meeting, contact the CDBG Program Administrator prior to the meeting to receive a sign in email/phone number and access code to join the meeting via GoToMeeting or visit the City of Bellevue's CDBG Department at, www.bellevue.net, the day of the meeting for instructions.

The CDBG Application and Guidelines Packet will be available on the City of Bellevue website, www.bellevue.net, following the meeting and by request to the CDBG Program Administrator.

If special accommodations are needed, please contact the City Clerk at (402)293-3007 no later than March 4, 2021.



For further information, contact Abby Highland, CDBG Program Administrator, at (402) 293-3000, or abby.highland@outlook.com

**CITY OF BELLEVUE
NOTICE OF PUBLIC HEARING FOR DEVELOPMENT OF THE 2021 ANNUAL ACTION PLAN
FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTIVITIES**

TO ALL INTERESTED AGENCIES, GROUPS AND INDIVIDUALS:

The City of Bellevue invites and encourages all residents, agencies, nonprofit organizations and other interested parties to attend a virtual Community Development Block Grant (CDBG) public hearing scheduled for: **Tuesday, March 9, 2021, at 6:00 p.m.**

The purpose of this virtual hearing is to provide the public an opportunity to participate in the development of and funding cycle for the 2021 Annual Action Plan of CDBG activities to meet neighborhood and community development strategies as proposed in the 2019-2023 Consolidated Plan. During the public hearing, information will be presented about the CDBG program, including eligibility requirements for activities that may be undertaken with CDBG funds, an estimated grant amount, and a summary of strategies and priorities of the Consolidated Plan. The City of Bellevue will also provide a link to the 2021 CDBG application packet which will be made available following the meeting on the City's website. Applications for assistance must be submitted to the City of Bellevue on or before the application deadline on May 3, 2021.

The City of Bellevue as a recipient of CDBG funding is required by the U.S. Department of Housing and Urban Development (HUD) to prepare and adopt an Annual Action Plan which will be submitted to HUD before August 15, 2021. The City of Bellevue's CDBG program uses a program year running from October 1 to September 30.

Pursuant to the Governor's Executive Order 21-02, Nebraska Department of Health and Human Services Directed Health Measures, and concerns related to the coronavirus and safety of all participants, the public hearing will be held via virtual meeting. The public can participate in the meeting by contacting the CDBG Program Administrator prior to the meeting to receive a sign in email/phone number and access code to join the meeting via GoToMeeting or visit the CDBG Department page of the City of Bellevue website, www.bellevue.net, for instructions on accessing the hearing via GoToMeeting. The public is also invited to schedule a one-on-one conference call to discuss the planning process and specific project requirements by contacting the CDBG Program Administrator.

If special accommodations for persons with disabilities or non-English speaking persons are needed, please contact the CDBG Program Administrator no later than March 4, 2021. If you are unable to participate in the hearing, please feel free to submit questions or written comments the City of Bellevue, CDBG Program Administrator, 1500 Wall Street, Bellevue, NE 68005; by email at abby.highland@outlook.com; or by phone at (402)293-3000.



CDBG Community Meeting

The City of Bellevue will be holding an informational meeting regarding the development of the 2021-2022 Action Plan and the grant application process on

Tuesday, March 9, 2021 at 6:00 p.m.

This meeting will be virtual through GoToMeeting.

To participate in the meeting, please use the log in information below:

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/298389317>

You can also dial in using your phone.

United States:+1 (408) 650-3123

Access Code:298-389-317

For further information, contact Abby Highland, CDBG Program Administrator, City of Bellevue, at (408) 655-2123, or by email at abby.highland@outlook.com.



Gretna Guide & News

P.O. Box 240
Gretna, NE 68028
402-332-3232

BILL TO
City of Bellevue City Clerk's Office Susan Klutho 1500 Wall Street Bellevue, NE 68005

INVOICE - AFFIDAVIT OF PUBLICATION

INVOICE #	201062	DUE DATE	3/19/2021
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THE STATE OF NEBRASKA } Darren P. Ivy being duly sworn,
County of Sarpy } ss. says that he is the publisher of

GRETNA GUIDE & NEWS News of Sarpy County,

a legal newspaper which is published and is in general circulation in Sarpy County, Nebraska, and is printed in the English Language weekly at its office in Gretna, Nebraska; that said newspaper has been so published for more than fifty-two successive weeks prior to the publication of the annexed notice, and has a bona fide circulation of more than three hundred copies each issue. That to affiant's personal knowledge, the annexed notice was published in said newspaper:

2	Successive Week(s)
Beginning with the issue of:	2/17/2021
and ending with the issue of:	2/24/2021
Publisher's fee at Legal Rate is:	\$81.40

Darren P. Ivy

Darren P. Ivy, Publisher

Summary Information	Weekly Cost:
Notice of Mar. 9 2021 Annual Action Plan for CDBG Feb. 17 & 24 "B.V.C.I.R. Affidavit Fee	74.90 6.50

Subscribed and sworn before me, this 24th day

February 20 21
Susan Klutho
Notary Public

State of Nebraska - General Notary #-2020-10407 M. Christina Copies August 18, 2020
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This document is your Affidavit of Publication and amount that will be on your invoice.

**CITY OF BELLEVUE
NOTICE OF PUBLIC HEARING
FOR DEVELOPMENT OF THE
2021 ANNUAL ACTION PLAN
FOR COMMUNITY
DEVELOPMENT BLOCK
GRANT (CDBG) ACTIVITIES**

**TO ALL INTERESTED AGENCIES,
GROUPS AND INDIVIDUALS.**

The City of Bellevue invites and encourages all residents, agencies, non-profit organizations and other interested parties to attend a virtual Community Development Block Grant (CDBG) public hearing scheduled for: **Tuesday, March 9, 2021, at 4:00 p.m.**

The purpose of this virtual hearing is to provide the public an opportunity to participate in the development of and funding cycle for the 2021 Annual Action Plan of CDBG activities to meet neighborhood and community development strategies as proposed in the 2019-2023 Consolidated Plan. During the public hearing, information will be presented about the CDBG program, including eligibility requirements for activities that may be undertaken with CDBG funds, an estimated grant amount, and a summary of strategies and priorities of the Consolidated Plan. The City of Bellevue will also provide a link to the 2021 CDBG application packet which will be made available following the meeting on the City's website. Applications for assistance must be submitted to the City of Bellevue on or before the application deadline on May 3, 2021.

The City of Bellevue as a recipient of CDBG funding is required by the U.S. Department of Housing and Urban Development (HUD) to prepare and adopt an Annual Action Plan which will be submitted to HUD before August 15, 2021. The City of Bellevue's CDBG program uses a program year running from October 1 to September 30.

Pursuant to the Governor's Executive Order 21-02, Nebraska Department of Health and Human Services Director Health Order, and concerns related to the coronavirus and safety of all participants, the public hearing will be held via virtual meeting. The public can participate in the meeting by contacting the CDBG Program Administrator prior to the meeting to receive a sign in email/ phone number and access code to join the meeting via GoToMeeting or visit the CDBG Department page of the City of Bellevue website, www.bellevue.net, for instructions on accessing the hearing via GoToMeeting. The public is also invited to schedule a one-on-one conference call to discuss the planning process and specific project requirements by contacting the CDBG Program Administrator.

If special accommodations for persons with disabilities or non-English speaking persons are needed, please contact the CDBG Program Administrator no later than March 4, 2021. If you are unable to participate in the hearing, please feel free to submit questions or written comments the City of Bellevue, CDBG Program Administrator, 1500 Wall Street, Bellevue, NE 68005; by email at abby.highland@outlook.com

or by phone at (402) 251-3000.

Feb. 17 & 24 - 84 hrs

**Notes from the virtual CDBG Public Hearing for the Annual Action Plan
held on March 9, 2021 at 6:00 p.m.**

There were nine participants logged into the virtual meeting

City Staff: Abby Highland

The virtual hearing began at 6:00 p.m.

Highland opened the virtual public hearing at 6:05 pm with an introduction and welcome all the participants present and thanking them for their interest in the City of Bellevue's CDBG program. Highland then presented a PowerPoint presentation about the CDBG program, an overview of program requirements, development of the annual plan, and the application process.

Following the presentation, Highland opened up for question and answered question presented in the chat window.

There were two questions submitted:

1. What kind of assistance have businesses received in the past?
 - a. Highland explained that in the previous funding cycle CDBG assistance was awarded to businesses for façade improvements, correction of code violations, and for expansion to hire new employees. Highland added if someone has a project they are thinking of applying for, please call and discuss with staff; they are here to help determine how each project would be eligible.

2. Can you apply for two activities in the same project such as acquisition and rehabilitation?
 - a. Highland explained that you can if both the activities are in the project. If there are two activities that really are associated other than coming for the same agencies, we ask they submit two separate application forms.

With no other questions presented, Highland encourage all attendees to download the CDBG guidelines and application form from the City website – all the information presented during the meeting is included in the form. Attendees were also encouraged to reach out with any questions and attended the application workshop on April 8th.

The public hearing was closed at 6:32 p.m.

2021 COMMUNITY DEVELOPMENT BLOCK GRANT TECHNICAL ASSISTANCE WORKSHOP

When: Thursday, April 8, 2021 at 1:00 p.m.

Where: Virtual through GoToMeeting

The City of Bellevue would like to invite all organizations and groups interested in applying for CDBG assistance to attend the technical assistance workshop for the 2021-2022 funding cycle.

The technical assistance workshop will provide valuable insight into developing a successful project and a competitive grant application. During the workshop, we will discuss projects and activities eligible for CDBG funding, explain how the application process works, and go step-by-step through the application form and requirements.

The 2021-2022 CDBG Application Guidelines and Form is available on the City's website for download or by contacting the CDBG Program Administrator. If special accommodations are needed, please contact the City Clerk at (402) 293-3007 or CDBG Program Administrator no later than April 5, 2021.

To Participate:

- Contact the CDBG Program Administrator prior to the meeting to receive a sign-in email/phone number and access code to join the meeting via GoToMeeting. The access code will also be available on the CDBG page of the City's website the day of the meeting.
- Review application form and submit any questions or comments to the CDBG Program Administrator prior to the workshop
- Set up a one-on-one conference call to discuss the application and specific project requirements by contacting the CDBG Program Administrator.

For further information, contact Abby Highland, CDBG Program Administrator, at (402) 293-3000, or abby.highland@outlook.com



CDBG Technical Assistance Workshop Virtual Meeting Information

Thursday, April 8, 2021, at 1:00 p.m.
and will be a virtual meeting through GoToMeeting.

To participate in the meeting, please use the log in information below:

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/324939733>

You can also dial in using your phone.

United States:+1 (669) 224-3412

Access Code: 324-939-733

For further information, comments, or questions, please contact Abby Highland, CDBG Program Administrator, City of Bellevue, at (443) 655-2123, or by email at abby.highland@outlook.com.



**CITY OF BELLEVUE
NOTICE OF PUBLIC HEARING FOR DEVELOPMENT OF THE
2021 ANNUAL ACTION PLAN
FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTIVITIES**

TO ALL INTERESTED AGENCIES, GROUPS AND INDIVIDUALS:

The City of Bellevue in anticipation of receiving approximately \$330,490.00 in Community Development Block Grant (CDBG) entitlement funding from the U.S. Department of Housing and Urban Development, invites and encourages all interested citizens, agencies, nonprofit organizations and other interested parties to a public hearing:

**Thursday, May 20, 2021, at 6:00 p.m. in the City Council Chambers,
City of Bellevue, 1500 Wall Street, Bellevue, NE, 68005.**

The purpose of this public hearing is to allow the CDBG Committee to hear presentations from organizations who have submitted application for 2021-2022 CDBG funding. The public is invited to attend and hear the presentations regarding the CDBG funding cycle and Annual Action Plan. The public is also invited to schedule a one-on-one conference calls or meetings to discuss the planning process and specific project requirements by contacting the CDBG Program Administrator.

The City of Bellevue as a recipient of CDBG funding is required by the U.S. Department of Housing and Urban Development (HUD) to prepare and adopt an Annual Action Plan which will be submitted to HUD before August 15, 2021. The City of Bellevue's CDBG program uses a program year running from October 1 to September 30.

If special accommodations for persons with disabilities or non-English speaking persons are needed, please contact the City Clerk at (402) 293-3007 no later than May 17, 2021. If you are unable to attend the hearing, please feel free to submit questions or written comments the City of Bellevue, CDBG Program, 1500 Wall Street, Bellevue, NE 68005; by email at abby.highland@outlook.com; or by phone at (402)293-3000.



City of Bellevue

Finance Department

1500 Wall Street • Bellevue, Nebraska 68005 • (402) 263-3000

TO: All Interested Parties

FROM: Abby Highland, CDBG Program Administrator

DATE: May 3, 2021

RE: Notice of Public Hearing regarding the CDBG 2021-2022 Annual Action Plan.

A public hearing will be held on **Thursday, May 20, 2021, at 6:00 p.m.** in the **City Council Chambers located at 1500 Wall Street**, Bellevue, NE 68005. During this public hearing, the CDBG Committee will hear presentations from applicants for CDBG funding. The public is encouraged to attend, hear the presentations, and give input regarding the Annual Action Plan.

This is part of the development of the 2021-2022 Action Plan which is required by the U.S. Department of Housing and Urban Development (HUD) for the City of Bellevue to be eligible to participate in the CDBG entitlement program. The CDBG program is federal assistance provided to the City of Bellevue to address housing, economic development, and community development issues.

Please review the enclosed flyer and feel free to pass along the information to other interested parties. If you have any questions or comments, please contact me at (443) 655-2123, or by email at abby.highland@outlook.com

We look forward to seeing you on May 20th!



An Equal Opportunity/Affirmative Action Employer



Gretna Guide & News

P.O. Box 240
Gretna, NE 68028
402 332 3232

BILL TO
City of Bellevue CDBG Abby Highland 1500 Wall St. Bellevue, NE 68005

**CITY OF BELLEVUE
NOTICE OF PUBLIC HEARING
FOR DEVELOPMENT OF THE
2021 ANNUAL ACTION PLAN
FOR COMMUNITY
DEVELOPMENT BLOCK GRANT
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May 5 - 61 hrs

INVOICE - AFFIDAVIT OF PUBLICATION

INVOICE#	2025.13	DUE DATE	6/1/2021
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THE STATE OF NEBRASKA }
County of Sarpy } ss. Darren P. Ivy, being duly sworn, says that he is the publisher of

GRETTA GUIDE & NEWS

News of Sarpy County,

a legal newspaper which is published and in general circulation in Sarpy County, Nebraska, and is printed in the English Language weekly at its office in Gretna, Nebraska; that said newspaper has been so published for more than fifty-two successive weeks prior to the publication of the annexed notice, and has a bona fide circulation of more than three hundred copies each issue. That to affiant's personal knowledge, the annexed notice was published in said newspaper:

I	Successive Week(s)
Beginning with the issue of:	5/5/2021
and ending with the issue of:	5/5/2021
Publisher's fee at Legal Rate is:	\$32.17

Darren P. Ivy
Darren P. Ivy, Publisher

Summary Information	Weekly Cost
Notice of May 20 Hearing of 2021 Annual Action Plan for CDBG Activities - May 5 681.000000	75.67
Affidavit Fee	6.50

Subscribed and sworn before me, this 5th day of May, 2021

Sharon Spray
Notary Public

State of Nebraska - General Notary
SHARON, Clerk
My Comm. Expires
August 18, 2023

This document is your Affidavit of Publication and amount that will be on your invoice.

**Notes from the CDBG Public Hearing for the Annual Action Plan
held on May 20, 2021, at 6:00 p.m.
in City Council Chambers, 1500 Wall Street, Bellevue NE 68005**

Participating in the meeting: Michael Lusk, Carmen Bradley, Angela Bruno, Matt Goetz, Tanya Gifford, Jill Connor, Ken Mar, Aaron Bowen, Doug Clark, Carolyn Pospisil, Elci Warrell

Funding Committee Members Participating: Richard Casey, Dan Bankey, David Wees, Susan Hester, Rose White

City Staff: Abby Highland

The hearing began at 6:00 p.m.

Highland opened the virtual public hearing at 6:01 pm with an introduction and welcomed all the applicants present, thanking them for their interest in the City of Bellevue's CDBG program. Highland explained that the City of Bellevue received notification from HUD regarding an error that occurred in the formula allocation which resulted in a slight increase, 2%, in the annual allocation, for a total of \$335,360. In addition to the close out of one more project for a reallocation amount of \$176,120, the total amount available for allocation is \$511,480.00

Highland then explained this is the second public hearing in the development of the 2021 CDBG Action Plan. For the hearing, applicants will be called up by the order of the sign in sheet. They will be given about five minutes to present their application to the committee members, who will then ask questions regarding the projects.

Community Center Upgrade, First Baptist Church (FBC) – Michael Lusk

FBC presented their application for facility improvement which includes the replacement of windows and bathroom rehabilitation in the community center. The community center is the main facility for community outreach including events such as Toys for Tots, food distributions, and shoebox distributions for school children. The Church would like to continue and expand their outreach efforts. The facility was also utilized as a shelter for flood victims, and want to be available in future emergencies.

Committee Questions:

- Last year, the Church received assistance for parking lot improvement from damage due to use during the flooding.
 - Yes, the parking and building was heavily used during the flooding and for community outreach over the past year. In the future, we also hope to update the facility curb appeal for the community.
- The application does include your own funding as match which we like to see.
- Have you received any bids?
 - Yes, we have received two bids that were used to determine a cost estimate for the application.
- When do you anticipate the parking lot to be complete?
 - Maybe next week. The project has been delayed due to weather.

Bellevue Food Pantry Relocation, Eastern Nebraska Community Action Partnership (ENCAP) – Aaron Bowen

The current location has been provided by the City at no cost, but the need continues to grow which is why the pantry needs to relocate to a larger location. This year, ENCAP has seen an increase of 77%, or 5,000 people who have received assistance. ENCAP's mission is to reduce direct poverty due to food insecurities. They did receive CDBG coronavirus funding to add food delivery which will be kicking off in the next month and to add a volunteer coordinator to increase assistance and outreach. They are currently looking for a location that they can refurbish and create a client choice pantry

where individuals can shop for their own needs and select their own food. The vision for a new location also includes a coordination of services in one location instead of having to travel between location to get help. By bring people in and providing assistance with partners, we can get them the support and help them to become self-sufficient.

Committee Questions:

- Where is the new location?
 - ENCAP would like to stay in Olde Towne, but mainly in Bellevue. Once we know award, ENCAP hopes to have the fuel to start fundraising efforts to address what they need for purchase and remodeling.
- What if ENCAP is awarded a lower amount than requested?
 - We know we are going to need to raise about \$575,000, so if that amount was increased then the timeline would be extended. We would like to be done with the entire project in 5 years.
- You only have 2 years to spend the money.
 - Highland clarified that while the money must be spent in two years, the time to meet accomplishment requirements is longer and they can meet those requirements in the 5 years.
- What is the partnership you have with Airman's Attic?
 - This is a new partnership. We want to be able to support those individuals who are new to the area or retired from the military by bringing in those experts to offer help through the additional office space we can offer.
- Have you had to turn away donations due to space and storage limitations?
 - Countless times, recently had to turn away a meat delivery because we don't have the cold storage available. We want to plan well with the new location so we can offer more in-depth service.
- Are the two locations in the application off the table?
 - The Franklin location is not viable for what we want to do. You dream big, but then when looking at the facility it comes more into focus. And I believe the Developer of the other site wants to go in another direction.
- The application explained the need very well, especially the food desert.
- Do you have a realtor now?
 - We do. As soon as we have an indication of what we are looking at for funding, we will begin looking at moving forward to identify a location. In the market, what is available now probably won't be available later.
- Did you receive any stimulus funding?
 - We did receive CDBG and CSPG funding, both completely different. The Community Service Block Grant – we received \$1.5 million, but it can't be used to purchase property or renovate. These funds are only for client assistance and about \$30,000 a week is used for client assistance. This came from the State of Nebraska.
- So that funding was for rental assistance, utilities?
 - Yes. We had to provide a proposed outcome report to the State for the assistance. Through our partnerships, like Whispering Roots, we have been maximizing outreach.
- Could you expand the building you are in?
 - Not really sure, but we are open for all suggestions.

Junior Sports Youth Scholarship Program, Bellevue Junior Sports Association (BJSA) – Matt Goetz

Matt Goetz presented BJSA's application for a scholarship assistance fund. Over the years, BJSA has helped tens of thousands of youth through sports programs. Everyone at the Association from the board to the coaches are volunteers. The Youth Scholarship program helps those families in financial need. The families can complete the application for assistance and provide tax documents to show income amounts which are then compared to the HUD Income Limits. They can qualify for either a full or partial scholarship which can be used for all the programs offered by BJSA. Last year, they provided 49 scholarships to 21 extremely low-income households, 22 to low-income households, and 6 to moderate income households. The four elementary schools located closest to BJSA have a high percentage of reduced lunch percentages ranging from 64% to 51%.

- How do you advertise the scholarships?
 - Information is available on the association website, flyers, and it is on the application for sports participation.
- Are you aware that BJSJA has \$1,250 from 2019 and \$8,000 from 2020 still available?
 - I was only aware of the \$1,250 remaining. Highland will verify the amount and get back to BJSJA and the Committee with the amounts.
- Since it is a Public Services, you have to show an increase in participation, a quantifiable increase. How have you broadened the scope or changed the program to increase participation?
 - Past cycle, we offered partial scholarships so that we were able to reach more people. I will meet with Abby to see what we can do to increase outreach and assistance.
- Have you seen an increase in participation as COVID restrictions begin to lessen?
 - Last year, we had to cancel all fall sports. Spring numbers are starting to increase and are looking good. Hope to continue with the uptick in numbers and scholarships.

Deer Creek Development (Application 1) and Mixed-Use Development (Application 2), Housing Foundation for Sarpy County (HFSC) – Carolyn Pospisil

Carolyn explained that the Housing Foundation has submitted two applications for consideration. Both applications are related to increasing affordable housing and the presentation given will cover information for both. The first application is regarding a mixed-use development. HFSC has identified two properties available for purchase where they could construct a new development with commercial on bottom and affordable housing units above. The housing would be one and two-bedroom units and would likely focus on seniors or families, but it will all depend on the lot and zoning. In 2019, a housing study was completed that should a significant need for affordable housing units in Sarpy County, and Bellevue also lost 399 affordable units due to flooding in 2019. When talking about affordable housing, we also look at cost burdens which is when you spend more than 30% on housing cost. Currently, 1-bedroom apartments in Bellevue are going for \$1,000, which are not affordable.

Committee Questions:

- HFSC was award funding in 2019 and still has a balance.
 - The funding was for capacity building and HFSC has hired a consultant who agreed to be paid at the end of the project. She is finishing up a few things and then we will be billed so the funds are committed.
- On the mixed-use, you have commercial and housing which will be together? Something like the Eagles building?
 - That is the vision for our project. The commercial can either be for small businesses or we have also met with a grocery store about coming in with a fresh produce since both areas are away from grocery stores.
- Cost of construction are increasing significantly, correct?
 - Yes, what we could have spent on building 10 homes now will only complete 2.
- Where is this project located?
 - Both properties are in Bellevue and are zoned for mixed-use development.
- Is there a model for this kind of mixed-use development?
 - Yes, there are several in Omaha including Midtown. As far as affordable examples, our Board has traveled to Colorado and Utah to tour projects there where the commercial development is used to offset some of the housing cost.
 - Since the flooding, we began tracking affordable units in the County. The usual vacancy rate is 2% for a 3 bedroom at \$1,500/mo. Right now, there are only about 17 units available in the county.
- If you are awarded funding and able to buy the land, what is the timeline for completion?
 - Our timeline would be 24-36 months. It would take about 60 days to purchase and then construction can begin.
 - If we had the funds today, we know where we would purchase the land, but timing is the issue. We have looked at mixed use projects, but CDBG funding is the only one that allows for land purchase.
- Is the Deer Creek Project the same application from last year?
 - Yes, we know the owner of the land and he has agreed to hold it for this project.

- The project is located at 25th and Chandler with a \$12.7 million budget and you are asking for \$300,000?
 - Yes. The project has maxed out other funding sources such as tax credits, HOME funds – everything is done – but due to increasing construction cost, we need more money.
 - The numbers provided in the application were accurate as of the day the application was due and accounts for the construction increases to date.
- What percentage was LMI housing?
 - This project is just residential. The corner lot, which is not included, is commercial because the City has indicated this must stay commercial. The area is 6 acres total with the lot for residential development at 4 acres.
- Do you have a Treasurer?
 - Our Treasurer had resigned, but we will be appointing a new one at the next board meeting later this month.
- Do you know what the lower-level square footage would be for commercial development?
 - Unsure yet because it will depend on the size of the lot that is purchased.
- Could you work with ENCAP in relocating the food pantry? Possibly work together?
 - It will depend on the location and zoning. All the organization in Bellevue, and those that are here tonight, work together on projects to address the needs of the community.
- In the application two different amounts are identified as being requested - \$250,000 and \$300,000. What amount is correct?
 - \$250,000

Bellevue Community Response and Car Match Program, Lift Up Sarpy (LUS) – Tonya Gifford

Tonya Gifford spoke to Pospisil last comment about how well all the organizations work together to address issues in Bellevue and Sarpy County. LUS started in Bellevue, and she was recently appointed the new executive director. COVID response has helped collaboration grow stronger and each community has their own collaborative response team. In Bellevue ENCAP and BHA worked to address housing, utilities and food needs while LUS covered transportation needs. LUS received \$111,000 in CARES Act funding to be spent on transportation concerns which would be from car repairs and registration to fuel cards or Uber credits. Families could then use their funds to address emergencies they were facing. In order to qualify for assistance, a household must complete the financial coaching class and then they are eligible for \$4,000 over 12 months to be used to address transportation needs. LUS works with local vendors who are able to fix any car issues. Applicants must also be up to date on all car payments. The handout provided shows all issues that have been addressed through LUS and their partnerships. Whatever funding is received through CDBG will go to Bellevue which will allow other funds to be used in Sarpy County.

Committee Questions:

- You are aware that the purchase of a vehicle is an ineligible expense, correct?
 - Yes, we will only use CDBG funding for car repairs
- If I came to you and the AC was out in my car, I completed the process and was approved for funding, would I get the \$4,000?
 - You will only receive the amount that is needed to complete that specific repair on your car. You could come back throughout the year for additional help with repairs up to \$4,000.
- These funds are only for Bellevue residents?
 - Correct, this is only for Bellevue and will only be used at Bellevue business as available.
- How many people were assisted last year?
 - Over 100 individuals.
- Do the funds go to the person or to the vendor?
 - Go directly to the vendor.
- What kind of verification is required?

- The individuals bring in the estimate, I visit with the shop regarding the repairs and to verify the car that will be repaired. I also compare the car value vs. the cost of the repair.
- What about verification from the applicant?
 - There is community response paperwork they must fill out, and the applicant must provide income verification.
- What will happen if the repairs and staffing request is not fully funded?
 - The funding available will go towards car repairs.

Rehabilitation Project, Habitat for Humanity of Sarpy County (Habitat) – Ken Mar

Ken Mar introduced himself and explained he recently took over Habitat in January. The application presents a project for rehabilitation assistance which is part of the overall project to purchase, rehab and resale a home in Bellevue. The home is yet to be determined, but hopefully in the pipeline. To assist with this project, Habitat has also applied for a Nebraska Affordable Housing Trust grant which is pending approval. Once completed, the home will be sold to one family whose income is at 80% or below the median family income.

Committee Questions:

- In 2019, Habitat was award \$22,000 for purchase; would you use that funding for this project?
 - No, that funding has been identified for another project.
- What about the \$38,000 from 2020?
 - We anticipate that will be spent in the next six months.
- Do you anticipate this will cover the rehabilitation cost needed with the increase in lumber?
 - Yes
- Has finding homes been difficult?
 - Yes overall. Habitat Sarpy recently merged with Omaha to enhance their efforts. Coming into Sarpy County, we had big dreams, but with COVID, rising construction cost and home prices increased, we are working hard to find properties.

CDBG Sidewalks/North Central Bellevue, City of Bellevue (COB) – Doug Clark, Public Works Director

Doug Clark explained the City would like to pursue the installation of sidewalks in CDBG Areas 2, 3, and 4, in northwest Bellevue. The program will be offered as a 50/50 cost match with homeowners for installation of sidewalk.

Committee Questions:

- CDBG has done sidewalks previously, but have sidewalks ever been done as a cost share?
 - Never.
- Sidewalks are not a necessity and could be a large expense for a low-income homeowner. How do you anticipate an owner will pay for that?
 - The program is laid out so that if the homeowner doesn't participate then the sidewalk will not be put in – not without the cost share.
- What if 50% of people on one side don't want a sidewalk?
 - Then we won't put one in if it doesn't connect to the surrounding sidewalks.
- Have you spoke to people and are they interested in sidewalks?
 - We have not spoken or done outreach into the cost share portion. Outreach will be part of the program.
- The City previously tried to set up a sidewalk district on Bellevue Boulevard, but the homeowners didn't want it and didn't participate. Do you think this will work?
 - I believe if you tried to get everyone to agree you would fail.

- With your experience, any remedy or workable solution you could see working?
 - I can go back and review. The feeling was that other people have paid full price for sidewalks. Everyone has paid taxes and didn't get 50% free sidewalks.

No additional questions or public comments were heard.

This concluded the public hearing.

Highland stated the next step in the funding cycle will be the CDBG Committee meeting to prepare a funding recommendation. A notification will be sent to all applicants with the proposed funding recommendation and a reminder about the public hearing when the recommendations will be presented to the Bellevue City Council at the July 20th meeting. This is a public hearing with an opportunity for public comment so all are invited to attend and share their thoughts with the council prior to the consideration for approval of the funding recommendation and the 2021-2022 Action Plan.

Public hearing concluded at 7:35 p.m.

Total of 13 individuals, 5 committee members, and 1 staff present were present.

Notice of Meeting

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) COMMITTEE

Notice is hereby given to citizens of Bellevue that the CDBG Committee Meeting will meet in regular session on Tuesday, May 25, 2021, at 6:00 p.m. in the City Council Chambers, located on the first floor of the Bellevue City Offices, located at 1500 Wall Street, Bellevue, NE 68005. The agenda for the meeting is as follows:

- MEETING AGENDA -

1. Call to order.
2. Open Meetings Act – posted in the entry to City Council Chambers.
3. Review of 2021 Allocation and Application/Project Updates
4. Review and discussion of 2021 CDBG applications scores and take necessary action.
5. Adjourn.

**Minutes from the CDBG Committee Meeting
held May 26, 2021, at 6:00 p.m.
in the City Council Chambers, City of Bellevue**

The CDBG Committee held a regular meeting on Tuesday, May 25, 2021, at 6:00 p.m. in the City Council Chambers of the City of Bellevue office located at 1500 Wall Street, Bellevue, NE 68005. Present were committee members: Casey, Hester, Bankey, White, and Wees. Staff present was Abby Highland, CDBG Program Administrator.

1. Call to order.

Discussion: The meeting was called to order at 6:00 p.m. by Highland.

2. Open Meetings Act – posted in the entry to City Council Chambers.

Discussion: This meeting is open to the public for attendance and held in accordance with the Open Meetings Act. A copy of the Open Meetings Act is posted in the entry to the City Council Chambers.

3. Review of 2120 Allocation and Application/Project Updates.

Discussion: Highland presented project update information in the Committee's packet of information. The spreadsheet includes all open projects, balance of funds, and current status.

Highland updated the Committee regarding the current balance of funds for BJA Scholarship program. The program was award funding in 2020 in the amount of \$8,000.00 and a subrecipient agreement was executed. A copy of the agreement has been sent to Matt Goetz.

Highland reviewed the funds available for allocation which include the 2021 CDBG entitlement allocation of \$ 335,360.00 and the reallocation of \$ 176,120.00 for a total amount available of \$ 511,480.00.

4. Review and discussion of the 2021 CDBG applications scores and take necessary action.

Discussion: The committee was presented with a spreadsheet that reflect each member's scoring, the overall ranking and recommendation for the applications presented. Additional information on the spreadsheet included the average score and the requested/eligible funding amount.

All committee members were in agreement to fully fund Habitat for Humanity Rehabilitation Project, First Baptist Church Community Center Upgrades, and the Housing Foundation Mixed Use Development applications.

The Committee then discussed the remaining applications to determine a funding recommendation for the ENCAP Bellevue Food Pantry, Housing Foundation Deer Creek Village Apartments, Lift Up Sarpy Car Match Program, BJSa Sports Scholarship Program, and City of Bellevue Sidewalk project applications for assistance.

The Committee discussed ENCAP Food Pantry application for assistance and the need for a food pantry in Olde Towne and Bellevue with concern regarding the ability of the project to move forward without being fully funded.

The Committee reviewed the current CDBG balance of funding for BJSa and determined the scholarship program had funding for another year.

The Committee agreed transportation was important for employment, but was concerned with the high administration overhead, the duplication of a housing specialist service, and the overall benefit of the program directly for Bellevue residents as part of the Lift up Sarpy Community Response/Car Match Program application.

The Committee reviewed the Housing Foundation Deer Creek Village application for assistance and was concerned about the timeline for the project since the same project applied for assistance the previous funding year, but had not moved forward or shown progress.

The Committee was concerned with the CDBG Sidewalk/North Central Bellevue application since the proposed project targeted low/moderate income areas with a 50-50 cost share program with homeowners for sidewalk construction. Most residents have faced economic hardships due to the pandemic and the additional cost may be more than they are able to cover. Other concerns included interest of the neighborhood to participate in the program, the possibility that homeowners who want to pursue sidewalk won't be able to due to neighbor's disinterest leading to missing sidewalk sections, and the precedence set by previous sidewalk and other public infrastructure projects that were fully funded by CDBG.

The Committee allocated the remaining funding to ENCAP Food Pantry along with \$5,000.00 from the administration budget.

Motion to approve the proposed funding recommendation as outlined below:

Applicant/Project	Requested Funding	Recommended Funding
Acquisition		
Housing Foundation of Sarpy County – Mixed Use Development – HFSC Properties II Request funding to assist with acquisition of land for development of affordable housing and small business spaces within the city limits of Bellevue.	\$ 150,000.00	\$ 150,000.00
Eastern Nebraska Community Action Partnership (ENCAP) – Bellevue Food Pantry Relocation Assistance Request funding to assist with the location of the Bellevue Food Pantry to a larger, better equipped space within the Bellevue community.	\$ 325,000.00	\$ 240,080.00
Public Facilities and Improvements		
City of Bellevue – CDBG Sidewalks in North Central Bellevue Request funding for a sidewalk program that will offer a 50-50 cost share to property owners for construction of new sidewalks and curb ramps in CDBG LMI areas 2, 3, and 4.	\$ 330,000.00	\$ -
First Baptist Church of Bellevue – Community Center Upgrades Request funding to upgrade the bathrooms and windows of the community center building to better serve the community members and provide for better accessibility and energy efficiency.	\$ 16,400.00	\$ 16,400.00
Public Services		
Bellevue Junior Sports Association – Sports Participation Assistance Program Request funding to offer a participation assistance for registration and equipment fees to low- and moderate-income households within city limits. Assistance will be open to all sports programs offered by application.	\$ 7,000.00	\$ -
Lift Up Sarpy County – Bellevue Community Response/Car Match Program Request funding to sponsor the Car Match program to assist an individual with purchase and/or maintenance of a vehicle and administrative staff time for the program, financial coaching and housing specialist duties.	\$ 63,000.00	\$ 15,000.00* *Car Repairs Only/One repair once a year per individual
Housing		
Habitat for Humanity of Sarpy County – Rehabilitation of Single-Family Housing Unit	\$ 45,000.00	\$ 45,000.00

Request funding to assist with rehabilitation of a single-family housing unit acquired by Habitat and available for affordable housing.		
Housing Foundation of Sarpy County – Deer Creek Village Apartments Request funding to support the development of affordable housing through onsite infrastructure improvements including water, sewer, electrical, clearance, and related dewatering and inlet protection.	\$ 250,000.00	\$ -
Administration and Planning		
City of Bellevue - Administration Request funding for general management, oversight, coordination, and staff expense for the CDBG program.	\$ 50,000.00	\$ 45,000.00
Total CDBG Funding		
	\$ 1,236,400.00	\$ 511,480.00

Yes: Casey, McVicker, White and Wees.

No: None.

**Hester abstained from voting due to a conflict of interest.*

5. Adjourn.

Discussion: The meeting adjourned at 6:45 p.m.

**CITY OF BELLEVUE
NOTICE OF PUBLIC HEARING AND NOTICE OF AVAILABILITY
OF THE PROPOSED 2021-2022 ACTION PLAN**

TO ALL INTERESTED AGENCIES GROUPS AND INDIVIDUALS:

The City of Bellevue, in consultation with local service providers, agencies, and individuals, has prepared and will submit the 2021-2022 Action Plan of activities for Community Planning and Development Programs including the Community Development Block Grant (CDBG) to the U.S. Department of Housing and Urban Development (HUD) in accordance with regulations at 24 CFR Part 91 governing consolidated submission for community planning and development programs.

A public hearing for the purpose of obtaining public comments for the proposed 2021-2022 Action Plan is scheduled for:

**Tuesday, July 20, 2021, at 6:00 pm during the Bellevue City Council meeting
in the City Council Chambers, 1500 Wall Street, Bellevue, Nebraska, 68005.**

The location of the public hearing is wheelchair accessible. If special accommodations for persons with disabilities or non-English speaking persons are needed, please contact the City Clerk at (402) 293-3007 no later than July 16, 2021.

The third year Action Plan addresses the intended use of \$335,360 in 2021 entitlement grant funds and \$176,120 in reallocation funding under the Community Development Block Grant (CDBG) program and identifies community development priority needs, objectives, and activities to be implemented during Fiscal Year 2021-2022. All proposed activities are subject to approval and final adoption by the Mayor and the Bellevue City Council following the public hearing during the July 20, 2021, council meeting. The following table summarizes the proposed allocations for planned activities in FY 2021-2022:

ACQUISITION

Housing Foundation for Sarpy County (Mixed Use Development – HFSC Properties II) \$ 150,000.00
Eastern Nebraska Community Action Partnership (Bellevue Food Pantry Relocation Assistance) \$ 240,080.00

PUBLIC FACILITIES & IMPROVEMENTS

First Baptist Church of Bellevue (Community Center Upgrades) \$ 16,400.00

PUBLIC SERVICE

Lift Up Sarpy (Bellevue Community Response/Car Match Program) \$ 15,000.00

HOUSING

Habitat for Humanity of Sarpy County (Rehabilitation of Single-Family Unit) \$ 45,000.00

ADMINISTRATION & PLANNING

Program Administration \$ 45,000.00

TOTAL \$511,480.00

The proposed Action Plan is available for review at the following locations: Bellevue City Hall, City Clerk's Office, 1500 Wall Street, Bellevue, NE 68005; Bellevue Public Library, 1003 Lincoln Road, Bellevue, NE 68005; Bellevue Housing Authority, 8214 Armstrong Circle, Bellevue, NE 68005; Bellevue Public Schools Lied Activity Center, 2700 Arboretum Dr, Bellevue, NE 68005; and, City of Bellevue website at www.bellevue.net

Questions, comments or suggestions are encouraged concerning the 2021-2022 Action Plan and will be accepted until the time of final approval at the July 20, 2021, City Council meeting. All interest parties may submit written comments to the City of Bellevue, CDBG Program, 1500 Wall Street, Bellevue, NE 68005; by email at abby.highland@outlook.com; or contact by phone at (402)293-3000. The approved 2021-2022 Action Plan will be submitted to the U.S. Department of Housing and Urban Development on or before August 15, 2021.

DRAFT

Grantee Unique Appendices

RESOLUTION NO. 2021-__

A RESOLUTION ADOPTING THE 2021 ACTION PLAN AND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM BUDGET FOR THE OCTOBER 2021 – SEPTEMBER 2022 PROGRAM YEAR, AND AUTHORIZING THE MAYOR TO SUBMIT THE PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

WHEREAS, the 2021 Action Plan meets all current planning and application requirements of the Community Planning and Development Programs funded by the U.S. Department of Housing and Urban Development; and

WHEREAS, the consolidated programs include Community Development Block Grant; Home Investment Partnership program, Emergency Shelter Grants and Housing Opportunities for Persons with AIDS; and

WHEREAS, the City of Bellevue has conducted public hearings and has received public input concerning the development of an Annual Action Plan and otherwise informed residents of the proposed plan of activities and budget levels included in the Action Plan for Fiscal Year 2021-2022; and

WHEREAS, the Annual Action Plan contains the HUD Form 424, 424-D, an annual plan for the current funding year, and the required certifications of eligibility for federal assistance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bellevue, Nebraska, as follows

- (a) The Council has reviewed the 2021 Action Plan which includes the plan for expenditure of Community Development Block Grant program funds and activities scheduled for October 2021 - September 2022 and find it to be consistent with the overall objectives of the Housing and Community Development Act and local neighborhood redevelopment strategies.
- (b) The Council, after evaluation of all the pertinent information presented, authorize the Mayor to submit on behalf of the City of Bellevue, the 2021 Action Plan for Community Planning and Development Programs for the October 2021 – September 2022 Program Year.

PASSED, APPROVED AND ADOPTED by the Mayor and City Council of the City of Bellevue, State of Nebraska, on this 20th day of July 2021.

Rusty Hike, Mayor, Bellevue, NE

(SEAL)

ATTEST:

Susan Kluthe, City Clerk

DRAFT

Grantee SF-424's and Certification(s)

DRAFT

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: <input type="text"/>	4. Applicant Identifier: <input type="text" value="47-6006099"/>	
5a. Federal Entity Identifier: <input type="text" value="47-6006099"/>	5b. Federal Award Identifier: <input type="text"/>	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text" value="CITY OF BELLEVUE"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="47-6006099"/>	* c. Organizational DUNS: <input type="text" value="0541562600000"/>	
d. Address:		
* Street1: <input type="text" value="1500 WALL STREET"/>	Street2: <input type="text"/>	
* City: <input type="text" value="BELLEVUE"/>	County/Parish: <input type="text"/>	
* State: <input type="text" value="NE: Nebraska"/>	Province: <input type="text"/>	
* Country: <input type="text" value="USA: UNITED STATES"/>	* Zip / Postal Code: <input type="text" value="68005-3675"/>	
e. Organizational Unit:		
Department Name: <input type="text" value="FINANCE DEPARTMENT"/>	Division Name: <input type="text"/>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text" value="Ms."/>	* First Name: <input type="text" value="ARBY"/>	Middle Name: <input type="text"/>
* Last Name: <input type="text" value="HIGHLAND"/>	Suffix: <input type="text"/>	
Title: <input type="text" value="CDBG PROGRAM ADMINISTRATOR"/>		
Organizational Affiliation: <input type="text" value="CDBG CONSULTANT, CITY OF BELLEVUE, FINANCE DEPARTMENT"/>		
* Telephone Number: <input type="text" value="402-293-3000"/>	Fax Number: <input type="text" value="402-293-3058"/>	
* Email: <input type="text" value="arby.highland@outlook.com"/>		

Application for Federal Assistance SF-424	
* 9. Type of Applicant 1: Select Applicant Type: <input type="text" value="C: City or Township Government"/>	
Type of Applicant 2: Select Applicant Type: <input type="text"/>	
Type of Applicant 3: Select Applicant Type: <input type="text"/>	
* Other (specify): <input type="text"/>	
* 10. Name of Federal Agency: <input type="text" value="U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT"/>	
11. Catalog of Federal Domestic Assistance Number: <input type="text" value="14.218"/>	
CFDA Title: <input type="text" value="COMMUNITY DEVELOPMENT BLOCK GRANT/ENTITLEMENT GRANTS"/>	
* 12. Funding Opportunity Number: <input type="text" value=""/>	
* Title: <input type="text" value=""/>	
13. Competition Identification Number: <input type="text"/>	
Title: <input type="text"/>	
14. Areas Affected by Project (Cities, Counties, States, etc.): <input type="text"/> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> Add Attachment Delete Attachment View Attachment </div>	
* 15. Descriptive Title of Applicant's Project: <input type="text" value="PROJECTS TO BE FUNDED WITH E-21 CDBG ENTITLEMENT FUNDING INCLUDES ACQUISITION, HOUSING, PUBLIC SERVICE, PUBLIC FACILITIES AND IMPROVEMENTS, AND PROGRAM ADMINISTRATION ACTIVITIES"/>	
Attach supporting documents as specified in agency instructions. <div style="display: flex; justify-content: space-around; margin-top: 5px;"> Add Attachments Delete Attachments View Attachments </div>	

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant: <input type="text" value="1"/>	* b. Program/Project: <input type="text" value="1"/>
Attach an additional list of Program/Project Congressional Districts if needed.	
<input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>	
17. Proposed Project:	
* a. Start Date: <input type="text" value="10/01/2021"/>	* b. End Date: <input type="text" value="09/30/2026"/>
18. Estimated Funding (\$):	
* a. Federal	<input type="text" value="335,360.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="335,360.00"/>
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input type="text"/>	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", provide explanation and attach	
<input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)	
<input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: <input type="text" value="Mr."/>	* First Name: <input type="text" value="ROSTY"/>
Middle Name: <input type="text"/>	
* Last Name: <input type="text" value="HIKE"/>	
Suffix: <input type="text"/>	
* Title: <input type="text" value="MAYOR, CITY OF BELLEVUE"/>	
* Telephone Number: <input type="text" value="402-293-3000"/>	Fax Number: <input type="text" value="402-293-3058"/>
* Email: <input type="text" value="rusty.hike@bellevue.wa.gov"/>	
* Signature of Authorized Representative: <input type="text"/>	* Date Signed: <input type="text"/>

ASSURANCES - CONSTRUCTION PROGRAMS

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

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

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

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

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1696), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicap; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§8101-8107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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Standard Form 424D (Rev. 7-87)
Prescribed by OMB Circular A-102

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-648) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 178(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11693 (identification and protection of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	MAYOR
APPLICANT ORGANIZATION	DATE SUBMITTED
CITY OF BELLEVUE	

SF-424D (Rev. 7-97) Back

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

Signature of Authorized Official

Date

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) _____ [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

Date

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature of Authorized Official

Date

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Signature of Authorized Official

Date

Title

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local, and private assistance available for these individuals.

Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

Signature of Authorized Official

Date

Title

Housing Opportunities for Persons With AIDS Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

Signature of Authorized Official

Date

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

**14a. and 14a1.
7/20/2021**

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

SUBJECT:

Conduct a public hearing and approve Resolution 2021-25 for the CDBG 2021 Action Plan including the funding recommendation for the FY-21 entitlement allocation.

SYNOPSIS/BACKGROUND:

As a recipient of an annual allocation of CDBG entitlement funding through the U.S. Department of Housing & Urban Development, the City has prepared the annual Action Plan which outlines the activities that will be funded during the next fiscal year, expected outcomes of each activity and a summary of citizen participation. The proposed activities are selected through an application process with eligibility review by CDBG staff and a funding recommendation prepared by the CDBG Committee following a thorough review of each application and public hearing with applicants. The Notice of Availability & Public Hearing for the draft plan was published June 16, 2021, and a copy of the draft plan is available on the City's website. Following the public hearing and approval by the City Council, the final 2021 Action Plan will be submitted to HUD for review and approval.

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:

Conduct a public hearing to obtain citizen input on the CDBG 2021 Action Plan with proposed funding recommendation. Approve the 2021 Action Plan including Resolution 2021-25, SF-424/424D, and Entitlement Certifications.

ATTACHMENTS:

- | | | |
|--|---|--|
| 1. <input type="text" value="2021 Action Plan Draft"/> | 2. <input type="text" value="2021 Funding Recommendation"/> | 3. <input type="text" value="Resolution 2021-25"/> |
| 4. <input type="text" value="SF-424/424D and Certifications"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Brock Roblin


RESOLUTION NO. 2021-25

A RESOLUTION ADOPTING THE 2021 ACTION PLAN AND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM BUDGET FOR THE OCTOBER 2021 – SEPTEMBER 2022 PROGRAM YEAR, AND AUTHORIZING THE MAYOR TO SUBMIT THE PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

WHEREAS, the 2021 Action Plan meets all current planning and application requirements of the Community Planning and Development Programs funded by the U.S. Department of Housing and Urban Development; and

WHEREAS, the consolidated programs include Community Development Block Grant; Home Investment Partnership program, Emergency Shelter Grants and Housing Opportunities for Persons with AIDS; and

WHEREAS, the City of Bellevue has conducted public hearings and has received public input concerning the development of an Annual Action Plan and otherwise informed residents of the proposed plan of activities and budget levels included in the Action Plan for Fiscal Year 2021-2022; and

WHEREAS, the Annual Action Plan contains the HUD Form 424, 424-D, an annual plan for the current funding year, and the required certifications of eligibility for federal assistance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bellevue, Nebraska, as follows

- (a) The Council has reviewed the 2021 Action Plan which includes the plan for expenditure of Community Development Block Grant program funds and activities scheduled for October 2021 - September 2022 and find it to be consistent with the overall objectives of the Housing and Community Development Act and local neighborhood redevelopment strategies.
- (b) The Council, after evaluation of all the pertinent information presented, authorize the Mayor to submit on behalf of the City of Bellevue, the 2021 Action Plan for Community Planning and Development Programs for the October 2021 – September 2022 Program Year.

PASSED, APPROVED AND ADOPTED by the Mayor and City Council of the City of Bellevue, State of Nebraska, on this 20th day of July 2021.

Rusty Hike, Mayor, Bellevue, NE

(SEAL)

ATTEST:

Susan Kluthe, City Clerk

2021 ACTION PLAN FUNDING RECOMMENDATION

Applicant/Project	Recommended Funding
Acquisition	
Housing Foundation for Sarpy County – Mixed Use Development – HFSC Properties II Request funding to assist with acquisition of land for development of affordable housing and small business spaces within the city limits of Bellevue.	\$ 150,000.00
Eastern Nebraska Community Action Partnership (ENCAP) – Bellevue Food Pantry Relocation Assistance Request funding to assist with the relocation of the Bellevue Food Pantry to a larger, better equipped space within the Bellevue community.	\$ 240,080.00
Public Facilities and Improvements	
First Baptist Church of Bellevue – Community Center Upgrades Request funding to upgrade the bathrooms and windows of the community center building to better serve the community members and provide for better accessibility and energy efficiency.	\$ 16,400.00
Public Services	
Lift Up Sarpy County – Bellevue Community Response/Car Match Program Request funding to sponsor the Car Match program to assist an individual with purchase and/or maintenance of a vehicle and administrative staff time for the program, financial coaching and housing specialist duties.	\$ 15,000.00* <i>*Car Repairs Only/One repair once a year per individual</i>
Housing	
Habitat for Humanity of Sarpy County – Rehabilitation of Single-Family Housing Unit Request funding to assist with rehabilitation of a single-family housing unit acquired by Habitat and available for affordable housing.	\$ 45,000.00
Administration and Planning	
City of Bellevue - Administration Request funding for general management, oversight, coordination, and staff expense for the CDBG program.	\$ 45,000.00
Total CDBG Funding	
	\$ 511,480.00*

**Includes 2021 Entitlement Allocation of \$335,360 and reallocated CDBG funding in the amount of \$176,120*

Application for Federal Assistance SF-424	
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	
* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	
* If Revision, select appropriate letter(s): _____ * Other (Specify): _____	
* 3. Date Received: _____	4. Applicant Identifier: 47-6006099
5a. Federal Entity Identifier: 47-6006099	5b. Federal Award Identifier: _____
State Use Only:	
6. Date Received by State: _____	7. State Application Identifier: _____
8. APPLICANT INFORMATION:	
* a. Legal Name: CITY OF BELLEVUE	
* b. Employer/Taxpayer Identification Number (EIN/TIN): 47-6006099	* c. Organizational DUNS: 0541562600000
d. Address:	
* Street1: 1500 WALL STREET	_____
Street2:	_____
* City: BELLEVUE	_____
County/Parish:	_____
* State: NE: Nebraska	_____
Province:	_____
* Country: USA: UNITED STATES	_____
* Zip / Postal Code: 68005-3675	_____
e. Organizational Unit:	
Department Name: FINANCE DEPARTMENT	Division Name: _____
f. Name and contact information of person to be contacted on matters involving this application:	
Prefix: Ms.	* First Name: ABBY
Middle Name:	_____
* Last Name: HIGHLAND	_____
Suffix:	_____
Title: CDBG PROGRAM ADMINISTRATOR	
Organizational Affiliation: CDBG CONSULTANT, CITY OF BELLEVUE, FINANCE DEPARTMENT	
* Telephone Number: 402-293-3000	Fax Number: 402-293-3058
* Email: abby.highland@outlook.com	

Application for Federal Assistance SF-424

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

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*** Other (specify):**

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

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

COMMUNITY DEVELOPMENT BLOCK GRANT/ENTITLEMENT GRANTS

*** 12. Funding Opportunity Number:**

*** Title:**

13. Competition Identification Number:

Title:

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

Add Attachment

Delete Attachment

View Attachment

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

PROJECTS TO BE FUNDED WITH B-21 CDBG ENTITLEMENT FUNDING INCLUDES ACQUISITION, HOUSING, PUBLIC SERVICE, PUBLIC FACILITIES AND IMPROVEMENTS, AND PROGRAM ADMINISTRATION ACTIVITIES

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

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

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="335,360.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="335,360.00"/>

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

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

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

- Yes
- No

If "Yes", provide explanation and attach

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

** I AGREE

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

Authorized Representative:

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

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

ASSURANCES - CONSTRUCTION PROGRAMS

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

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

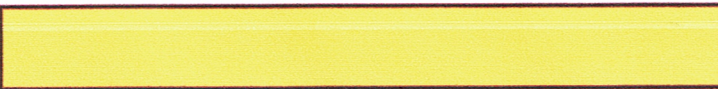

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

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

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

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

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE MAYOR
APPLICANT ORGANIZATION CITY OF BELLEVUE	DATE SUBMITTED 

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

Signature of Authorized Official

Date

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) _____ [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

Date

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature of Authorized Official

Date

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Signature of Authorized Official

Date

Title

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local, and private assistance available for these individuals.

Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

Signature of Authorized Official

Date

Title

Housing Opportunities for Persons With AIDS Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

Signature of Authorized Official

Date

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16a.
7/20/2021

COUNCIL MEETING DATE: 07/20/2021		SUBMITTED BY: Doug Clark, Public Works Director		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

Harrison Street Overlay - Interlocal Agreement with the City of Omaha

SYNOPSIS/BACKGROUND:

A section of Harrison Street from South 36th Street to South 48th Street has deteriorated and in need of resurfacing. The City of Bellevue and the City of Omaha desire to enter into an interlocal agreement for cost sharing for this project. The total project cost is estimated to be \$316,280.00, with the City of Bellevue's estimated cost to be \$154,715.00 and the City of Omaha's estimated cost to be \$161,565.00.

FISCAL IMPACT: \$170,186.50 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: YES

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: City of Omaha INTERLOCAL AGREEMENT: YES

CONTRACT DESCRIPTION: Interlocal Agreement - Project

CONTRACT EFFECTIVE DATE: CONTRACT TERM: Project Completion CONTRACT END DATE:

PROJECT NAME: Harrison St, 36th to 48th St - Resurfacing

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

CIP PROJECT NAME: 2022 Overlay Projects CIP PROJECT NUMBER: ST22(3)

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

ACCOUNTING DISTRIBUTION CODE: CIPST22(3) ACCOUNT NUMBER: 7010

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the interlocal agreement between the City of Bellevue and the City of Omaha with Bellevue's cost in the amount of \$154,715.00, plus a 10% contingency of \$15,471.50, for a total Bellevue project cost of \$170,186.50 for the Harrison St., 36th to 48th St., Overlay Project.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

A. Bruce Robbins

FINANCE APPROVAL AS TO FORM:

[Signature]

ADMINISTRATOR APPROVAL AS TO FORM:

[Signature]

**AGREEMENT FOR COST SHARING
PURSUANT TO THE NEBRASKA INTERLOCAL COOPERATION ACT**

THIS AGREEMENT (hereinafter "Agreement") is made and entered into on this 20th day of July, 2021, by and between the CITY OF OMAHA, NEBRASKA, a municipal corporation and political subdivision of the State of Nebraska (hereinafter "OMAHA"), and the CITY OF BELLEVUE, NEBRASKA, a municipal corporation and political subdivision of the State of Nebraska (hereinafter "BELLEVUE"), collectively referred to herein as "the Parties".

WHEREAS, the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev. Stat. §§ 13-801 through 13-827 (Reissue 2012), enables separate political subdivisions of the State to cooperate on the basis of mutual advantage to provide for joint undertakings, services and facilities, in a manner and pursuant to forms of governmental organization that will accord with best geographic, economic, population, and other factors influencing the needs and developments of local communities: and

WHEREAS, the Parties plan to jointly undertake a project for the resurfacing and ADA curb ramp construction on Harrison Street from 36th Street to 48th Street (hereinafter "the Project"), said segment of Harrison Street lying partially within OMAHA and partially within BELLEVUE; and

WHEREAS, the Parties desire to share the cost of the Project as it will benefit both Parties.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO THAT:

1. GENERAL PURPOSE: In consideration of these mutual promises, the Parties hereby agree to share the cost of the Project pursuant to the cost allocations specified in the Engineer's Estimate, a copy of which is attached hereto, marked as "Exhibit A" and is hereby incorporated to this Agreement by reference. The final project cost for OMAHA is estimated to be One Hundred Sixty-One Thousand Five Hundred Sixty-Five Dollars and Zero Cents

(\$161,565.00). The project final cost for BELLEVUE is estimated to be One Hundred Fifty-Four Thousand Seven Hundred Fifteen and Zero Cents (\$154,715.00).

2. DURATION: This Agreement shall commence immediately upon the execution hereof by the Parties and shall remain in effect until terminated. This Agreement shall terminate upon completion of the Project and upon satisfaction and payment by the Parties of all contracts associated with the Project. Either Party may terminate the Agreement by providing at least ninety (90) days advance written notice to the other Party. Project costs shall continue to be shared pursuant to this Agreement until the effective date of termination.

3. NONDISCRIMINATION: The Parties shall not, in the performance of the terms of this Agreement, discriminate or permit discrimination against any Party on account of race, national origin, sex, age, sexual orientation, or political or religious affiliations in violation of federal or state laws or local ordinances.

4. NO SEPARATE ENTITY: This Agreement does not create a separate legal or administrative entity under Neb. Rev. Stat. Section 13-804(3). No other person or entity is a party to this Agreement, either directly or as a third-party beneficiary.

5. INTERLOCAL AGREEMENT COORDINATION: This Agreement shall be administered primarily through the Public Works Director for OMAHA and the Public Works Director for BELLEVUE. The aforementioned directors shall be reasonably available to consult with each other and/or their representatives to discuss performance of this Agreement.

6. AMENDMENTS: This Agreement may not be amended except by mutual agreement of the Parties and then only in writing. Clarifications of this Agreement not inconsistent with its terms may be made in writing administratively between the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF OMAHA, NEBRASKA, a municipal corporation and Nebraska political subdivision

BY: _____
Jean Stothert, Mayor

ATTEST:

BY: _____
City Clerk

CITY OF BELLEVUE, NEBRASKA, a municipal corporation and Nebraska political subdivision

BY: _____
Rusty Hike, Mayor

ATTEST:

BY: _____
City Clerk

OPW# TBD									
Harrison St, 36th St to 48th St									
Engineer's Estimate									
DESCRIPTION		UNIT	UNIT PRICE	Bellevue QTY	Bellevue Cost	O maha QTY	O maha Cost		
PERFORM COLD PLANING-ASPHALT		SY	\$5.00	6395	\$31,975.00	6395	\$31,975.00		
PERFORM COLD PLANING-CONCRETE		SY	\$6.00		\$0.00		\$0.00		
CONSTRUCT ASPHALT SURFACE COURSE SPR PG64-34 W/RAP		TON	\$90.00		\$0.00		\$0.00		
CONSTRUCT ASPHALT SURFACE COURSE SPH PG64-34 W/RAP		TON	\$95.00	750	\$71,250.00	750	\$71,250.00		
CONSTRUCT ASPHALT WEDGE COURSE-SPR 3/8" FINE PG64-34 W/RAP		TON	\$95.00		\$0.00		\$0.00		
CONSTRUCT ASPHALTIC CONCRETE FOR PAVEMENT REPAIR		TON	\$145.00		\$0.00		\$0.00		
CONSTRUCT CONCRETE BASE REPAIR, TYPE L85		SY	\$90.00	100	\$9,000.00	100	\$9,000.00		
CONSTRUCT 10-INCH CONCRETE PAVEMENT (TYPE L85)		SY	\$110.00		\$0.00		\$0.00		
ADJUST UTILITY VALVE TO GRADE		EA	\$850.00	2	\$1,700.00	3	\$2,550.00		
ADJUST MANHOLE TO GRADE		EA	\$900.00	11	\$9,900.00	11	\$9,900.00		
INSTALL TEMPORARY PAINT MARKING-5" WHITE		LF	\$4.00		\$0.00		\$0.00		
INSTALL TEMPORARY PAINT MARKING-5" YELLOW		LF	\$4.00		\$0.00		\$0.00		
INSTALL PERMANENT PERFORMED TAPE MARKING-TYPE 3, 5" WHITE		LF	\$6.00		\$0.00		\$0.00		
INSTALL PERMANENT PERFORMED TAPE MARKING-TYPE 3, 5" YELLOW		LF	\$6.00	3750	\$22,500.00	3750	\$22,500.00		
INSTALL PERMANENT PERFORMED TAPE MARKING-TYPE 3, 5" WHITE GROW		LF	\$20.00		\$0.00		\$0.00		
INSTALL PERMANENT PAINT MARKING-5" WHITE		LF	\$5.00		\$0.00		\$0.00		
FURNISH FLASHING ARROW PANEL		DAY	\$150.00		\$0.00		\$0.00		
ADJUST INLET TO GRADE		EA	\$1,000.00		\$0.00	6	\$6,000.00		
TOWING		HR	\$250.00		\$0.00		\$0.00		
REMOVE ASPHALT SURFACE COURSE		SY	\$15.00		\$0.00		\$0.00		
RECONSTRUCT INLET		EA	\$4,000.00		\$0.00		\$0.00		
PROVIDE TEMPORARY TRAFFIC CONTROL-PER SEGMENT		EA	\$5,000.00	0.5	\$2,500.00	0.5	\$2,500.00		
REPAIR CURB AND GUTTER		LF	\$31.00	190	\$5,890.00	190	\$5,890.00		
				TOTAL	\$154,715.00	TOTAL	\$161,565.00		

"EXHIBIT A"

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 07/20/2021		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:

A. Baker Robbins
[Signature]
[Signature]

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 17. Definitions

The City and Papillion Sanitation mutually agree that the language in Article 17. Definitions with definition sections outlined below shall be amended to read as follows:

Approved Recyclable Materials Processing Facility: The Firststar Recycling at 10330 I St., Omaha, NE 68127 which is owned and operated by Gale Gubbels and Nebraskaland Recycling located at 3900 D Street in Omaha, Nebraska 68107.

Approved Non-Recyclable Plastic Materials Processing Facility: The Firststar Recycling at 10330 I St., Omaha, NE 68127 which is owned and operated by Gale Gubbels and Nebraskaland Recycling located at 3900 D Street in Omaha, Nebraska 68107.

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

5/1/23 – 4/30/24:

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 statutes 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 292nd 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 clear 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 292nd 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 28th (for the immediate previous calendar year) and August 31st (for the immediately previous July 1st through June 30th).

- 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 J. Sullivan*
Name: Patrick J. 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
Annual Cost of Operations			
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
Total Annual Cost of Operations	\$6,611,000	N.A.	\$6,817,000
Profit (assuming operating ratio of 0.92)	\$574,870	N.A.	\$592,782.61
Pass-Through Costs			
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
Total Pass-Through Costs	\$12,166,870	N.A.	\$12,535,583
Total Calculated Costs before City Fees	\$19,352,739	N.A.	\$19,945,365
City Fees/Payments*			
Franchise Fee**	\$2,642,014	N.A.	\$2,722,859
Rate Application Review Costs	\$35,000	N.A.	\$35,000
Total City Fees/Payments	\$2,677,014	N.A.	\$2,757,859
Other Adjustments (as needed from time to time)	N.A.	N.A.	N.A.
Total Calculated Costs	\$22,029,754		\$22,703,224

* 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.

EXHIBIT D. PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

City wishes to establish standards of performance under the Agreement in each of the “Performance Areas” listed below. The City Contract Manager may monitor Contractor’s performance in each of those areas based on the “Overall Performance Indicator” listed below for each area. In the event that Contractor fails to meet the performance standard established for any “Overall Performance Indicator,” City Contract Manager may review Contractor’s performance relative to the “Specific Performance Measures” within that performance area. In the event that the City Contract Manager determines that Contractor has failed to meet the performance standard established for any “Specific Performance Measure,” the City may assess Liquidated Damages pursuant to Section 10.6 of the Agreement. Liquidated Damages, if assessed, shall only be assessed for the number of events, days, or other measure in excess of the acceptable performance level. {Proposers: Proposers may propose for City review individual Liquidated Damages that would not apply, or not apply at the full amount during the transition period beginning ninety (90) days prior to and ending ninety (90) days after the Commencement Date.}

4 Defined Terms

Certain terms that are specific to this Exhibit are defined below:

Complaint: Each written or orally communicated statement made by any Person, whether to City or Contractor, alleging: (1) non-performance, or deficiencies in Contractor’s performance, of its duties under this Agreement; or, (2) a violation by Contractor of this Agreement.

Service Opportunity: Each individual scheduled opportunity the Contractor has to Collect from a Container at a Customer’s location. For example, a Multi-Family or Commercial Customer receiving Solid Waste Collection service three (3) times per week from two (2) Containers and Recyclable Materials Collection service two (2) times per week from two (2) Containers would have a total of ten (10) Service Opportunities each week. Service Opportunities shall be calculated based on the subscription levels presented in Contractor’s most recent Quarterly Report to City. For a Single-Family Customer with three Carts for Collection of Solid Waste, Recyclable Materials, and Yard Waste Materials, the Customer would have a total of three (3) Service Opportunities each week.

Total Service Opportunities: The sum of all Service Opportunities in a given time period.

5 Performance Area No. 1: Service Quality and Reliability

Overall Performance Indicator: Contractor’s service quality and reliability shall be considered acceptable by the City if the total number of complaints received by Contractor from Customers served under this Agreement does not exceed more than three (3) for a specific address within one (1) calendar year, or 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.



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>Cemetary</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



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*



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, NEBRASKA
AGENDA ITEM COVER SHEET

16b1.
7/20/2021

COUNCIL MEETING DATE: 07/20/2021		SUBMITTED BY: <u>Doug Clark, Public Works Director</u>		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?: <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>10-17-4018 (Solid Waste Collection); 10-10-4060 (Miscellaneous Permits & Fees)</u>	

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:

- | | | |
|--|--------------------------------------|----------------------------|
| 1. <u>Resolution 2021-20 Master Fee Schedule (clean)</u> | 2. <u>Street/alley vacation memo</u> | 3. <u>Solid Waste memo</u> |
| 4. <u>Master Fee Schedule (red-line version)</u> | 5. <u></u> | 6. <u></u> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____



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 2nd revocation \$1,500
Penalty Fee 3rd 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
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Journeyman Plumber/Mechanical Journeyman/ Sheet Metal Journeyman/Mechanical Apprentice	\$25 initial/\$25 renewal
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Lawn Sprinkler Contractor/Lawn Sprinkler Installer	\$25 initial/\$25 renewal
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Apprentice Plumber	\$25 initial/\$25 renewal
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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.
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Reinstatement fee for Mechanical, Plumbing, Lawn Sprinkler, Tile Layer Licenses	yearly license fee + late fees X2
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Special Master Mechanical/Plumber (1 job only)	\$150
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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

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.**

Training Tower Only	TMA Fee/Public Fee
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	

Training Tower and Fire Simulator	TMA/ Public Fee
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	

Rail Car Simulator	TMA Fee/Public Fee
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

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 st removal	\$100/min/hour + \$50 Admin fee
2 nd removal	\$200/min/hour + \$50 Admin fee
3 rd 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)	\$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)
Dog/Cat License (Annual Fee)	
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 st impoundment \$30 2 nd impoundment \$60 3 rd 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-not 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 ONLY 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 20th day of July, 2021.

PASSED AND APPROVED THIS ____ DAY OF _____, 2021.

CITY OF BELLEVUE

Mayor

ATTEST:

City Clerk

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 nd revocation	\$1,500
Penalty Fee 3 rd 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
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Demolition of Building Permit (\$25,000 bond for each)

Residential accessory structures less than 1200 square feet	\$40
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One- and two-family dwellings	Determined by total cost of contract as calculated from Table 3-A of the 1997 Uniform Administrative Code
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Non-residential structures	Determined by 40% of Sarpy County assessed value and calculated from Table 3-A of 1997 Uniform Administrative Code
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Building Moving Permit (120 sq. ft. or greater)	\$25
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Sheds	Shed based on the 1997 Uniform Administrative Code fees as amended by ordinance.
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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 th to April 1 st
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.**

Training Tower Only	TMA Fee/Public Fee
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	

Training Tower and Fire Simulator	TMA/ Public Fee
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	

Rail Car Simulator	TMA Fee/Public Fee
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)

	TMA Fee/Public Fee
Confined Space	
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

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 st removal	\$100/min/hour + \$50 Admin fee
2 nd removal	\$200/min/hour + \$50 Admin fee
3 rd 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 st impoundment \$30 2 nd impoundment \$60 3 rd 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 ONLY 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

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%
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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 20th day of July, 2021.

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

CITY OF BELLEVUE

Mayor

ATTEST:

City Clerk



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

Public Works Administration

1510 Wall Street ♦ Bellevue, Nebraska 68005-5299
Phone 402.293.3025 ♦ Fax 402.293.3173

Douglas R. Clark
W

MEMO TO: Doug Clark, Public Works Director
FROM: Chris Vincentini, Administrative Assistant
DATE: June 18, 2021
SUBJECT: Master Fee Schedule

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, NEBRASKA
AGENDA ITEM COVER SHEET

16c.
7/20/2021

COUNCIL MEETING DATE: 07/20/2021		SUBMITTED BY: Doug Clark, Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Capehart Road Improvements - 27th to 36th Street

SYNOPSIS/BACKGROUND:

On August 6, 2019 the City Council approved and authorized the Mayor to sign an agreement in the amount of \$425,828.00 with Alfred Benesch & Company to perform professional engineering services for preliminary and final design for full reconstruction of Capehart Road from 27th Street to 36th Street. Supplement 1 is for additional storm sewer design services, acquisitions and utility coordination services resulting in an increase in the amount of \$91,556.00 to the original agreement, bringing the total project cost not to exceed \$517,384.00.

FISCAL IMPACT: \$91,556.00 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: Professional Engineering Services Agreement - Supplement 1

CONTRACT EFFECTIVE DATE: 07/20/2021 CONTRACT TERM: To project completion CONTRACT END DATE:

PROJECT NAME: M146(74) Capehart Road Improvements - 27th to 36th Street

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

CIP PROJECT NAME: 2021 Reconstruction Projects CIP PROJECT NUMBER: ST21(4)

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

ACCOUNTING DISTRIBUTION CODE: CIPST21(4) ACCOUNT NUMBER: 7010

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and Alfred Benesch & Company in an amount not to exceed \$91,556.00 for professional engineering services for the City of Bellevue's Capehart Road Improvements - 27th to 36th Street Project.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

A. B. Robbins

FINANCE APPROVAL AS TO FORM:

[Signature]

ADMINISTRATOR APPROVAL AS TO FORM:

[Signature]

CITY OF BELLEVUE PROJECT NO.: M146(74) CAPEHART RD IMPROVEMENTS, 27th to 36th
ENGINEERING DESIGN SERVICES

SUPPLEMENT #1

PROJECT DESCRIPTION

The scope of this project consists the full reconstruction of Capehart Road from 25th Street to 36th Street to a four-lane urban roadway with a raised median for the City of Bellevue. The general limits of the project are Capehart Road – approximately 800 feet west of 25th Street to approximately 400 feet east of 36th Street including the tie into future 36th Street Project; MAPA-5061 (5) that is anticipated to be constructed prior to this project.

This supplement will include effort to:

- Extend new storm sewer (1,380 feet) as presented in Alternative A of the memo dated January 14, 2021 to the City of Bellevue. Existing drainageway at Dow Drive under Capehart Road will be rerouted in a new trunkline east of the existing project limits. Trunkline is proposed on the north side of Capehart from Dow Drive to 25th Street and then running south along the west side of 25th Street to join the existing storm sewer system out letting into the box culvert located 0.15 miles south of Capehart Road.
 - Hydraulic analysis on the existing storm sewer east of Dow Drive. The system will be analyzed and sized to accommodate additional flow from west of Dow Drive.
 - Extend sidewalk/trail from Dow Drive to 25th Street.
 - Additional survey along the proposed storm sewer.
 - Additional right-of-way design
 - Additional design plan sheets
 - Additional utility coordination
- Revised 60% Plan Submittal to include storm sewer improvements included in this supplement.
- Proposed detention cell located near 30th Street between Capehart Road and Vandenberg Avenue.
 - Hydraulic analysis of impacts to existing storm sewer to the north.
 - Coordination with Rising View/Burlington Capital for construction of detention cell on their property (possible acquisition) and requirements for tying into existing storm sewer.
- Additional utility coordination due to effort expended on Magellan pipeline and MUD requests.

1. PROJECT MANAGEMENT & MEETINGS

a. PROJECT MANAGEMENT

The Consultant Project Manager shall serve as point of contact, initiate, and maintain project schedule and budget, and be responsible for coordinating work this additional work.

b. COORDINATION WITH OTHERS

Additional coordination is required due to the need of a detention basin located within the base housing property at 30th Street. The Consultant shall coordinate the design activities with agency partners (City of Bellevue and Department of Defense). Coordination includes one-on-one meetings and information sharing. Coordination activities include:

- Department of Defense property coordination
- Rising View Development (Base Housing maintained by Burlington Capital)

c. STAKEHOLDER MEETINGS – (2 MEETINGS)

Two meetings will be planned with Rising View to discuss property impacts, use of existing storm sewer within the subdivision and construction of detention basin on their property.

d. UTILITY COORDINATION MEETINGS – (2 MEETINGS)

The Consultant shall schedule and attend two additional utility meetings. These meetings will be to identify and minimize conflicts with Magellan jet fuel pipeline and with MUD for coordination to replace existing water main. Consultant attendees at in-person meetings shall consist of the Project Manager and Lead Design Engineer. These meetings will present the revised 60% plans that will include the extension of the storm sewer system down 25th Street.

2. ROADWAY DESIGN

Preliminary design shall consist of developing plans to a 60% (Functional Plans). At 90% plans all right-of-way documents shall be completed and plans shall be prepared for letting. After the consultant addressing the final City comments, the plans shall be signed and sealed by the project manager and shall go through the letting.

The following additional plans shall be developed or revised as part of the Roadway Design task:

- Typical Section Sheets (1 Sheet)
- Phasing sheets (4 sheets)
- Aerial Photography Sheets (2 sheets)
- Horizontal and Survey Control Sheet (1 sheet)
- General Information Sheet (1 sheets)
- Removal Sheets (2 sheets)
- Geometric Sheets (2 sheets)
- Construction Sheets (2 sheets)
- Erosion Control/SWPPP Sheets (2 Sheets)
- Storm Drainage Profile Sheets (3 sheets)
- Right-of-Way Sheets (2 sheets)
- Roadway Cross Section Sheets (10 sheets)

a. SITE INSPECTIONS

The consultant shall visit the project site 2 times during the design process. During this visit existing conditions, encroachments and project specific concerns shall be investigated.

b. TYPICAL SECTIONS

Typical Sections shall be developed specific the additional work area. Shoulder construction, trail and any pavement replacement will be identified. The expansion of the multiuse path will also be detailed.

c. AERIAL SHEETS

Plan sheets will be added to include the area of this supplementary work.

f. GEOMETRIC DESIGN

Roadway geometrics, side path and ADA ramps for areas impacted by this supplementary work will be evaluated and included in the plans.

g. ROADWAY CROSS SECTIONS

Roadway cross sections shall be developed every 50 feet along the project extension and at the centerline of driveways being reconstructed with the project. Earthwork quantities shall be estimated from the cross section and tabulated on the General Information Plan Sheet. The roadway cross sections shall be used to establish the Limits of Construction to determine right-of-way acquisitions or easements.

h. HYDRAULIC ANALYSIS AND STORM SEWER DESIGN

Additional hydraulic analysis will be provided to size and develop a drainage basin in the greenspace west of 30th Street between Capehart Road and Vandenberg Avenue. This work will include analyzing the impacts to the existing drainage system north of Capehart due to the widening project. Basin will be sized to delay the release of storm water to and avoid increases into the system being tied into.

The storm sewer will be analyzed and sized to convey storm water from Dow Drive east to 25th Street to tie into the existing storm sewer line south of Capehart Road. This route was determined to be the most feasible to contain storm water in the area and is documented in the Memo for Storm Sewer Alternatives that was submitted to the City on January 14th, 2021.

Profile sheets shall be developed for storm sewer improvements.

i. CONSTRUCTION AND REMOVALS

Additional plan sheets shall be developed to account for all proposed roadway items within this supplementary work to be constructed or removed as part of the project.

I. EROSION CONTROL

Develop Erosion Control plan sheets will be added to incorporate additional work due to the storm sewer expansion within this scope.

o. CONSTRUCTION PHASING AND CONSTRUCTION TRAFFIC CONTROL

For the areas within the supplemented work area, the Consultant shall develop additional construction Phasing Plan sheets which shall include temporary pavement geometric data and construction notes. Develop a traffic Control plan with temporary signing, pavement markings, and barricading for the maintenance of traffic during construction

p. DESIGN UTILITY COORDINATION

Additional coordination is need to the expansion of the project and the effort taken to coordinate roadway construction with Magellan Pipeline and MUD. Modifications were made to minimize impacts to the two utilities to help with constructability. A revised 60% set of plans will be issued to the utilities for an update to the first utility meeting. These plans will show the extension of the storm sewer and other changes from the previously mentioned coordination.

u. RIGHT-OF-WAY

Right-of-Way plans are to be prepared after final construction plans have been developed. An estimated four additional tracts will be added due to the extension of the storm sewer system down 25th Street.

The City of Bellevue shall be responsible for title searches, right-of-way estimate, appraisals, and negotiations.

4. TOPOGRAPHICAL SURVEY

a. TOPOGRAPHICAL SURVEY

The Consultant shall perform additional topographic ground survey in two locations. Along the north side of Capehart Road from Dow Street to 25th Street and along the west side of 25th Street from Capehart Road south approximately 0.2 miles to the existing box culvert under 25th Street. Survey limits will be defined as 30 feet from the edge of roadway and will include one driving lane. Survey will include topography including storm sewer, traffic signals and utilities. Also included in the survey will be the green space located between Capehart Road and Vandenberg Avenue east of 30th Street that is to be the location of a proposed detention cell.

The Consultant shall survey readily identifiable section corners or those established by the City of Bellevue or Sarpy County to establish the geometry to create the Right-of-Way drawings.

ANTICIPATED SCHEDULE

TBD

COMPENSATION

Compensation for the services shall be on a time and materials basis with time reimbursed at a 3.0 multiplier of direct labor cost and any direct expenses reimbursed at actual cost subject to the limitation of the negotiated Not to Exceed Fee.

M146(74) Capehart Rd, 27th to 36th
 City of Bellevue Public Works Department
 Fee Estimate For Professional Engineering Services Supplement #1

<u>Personnel Classification</u>	Ave 2021 Billing Rate \$/Hour	Est. Hours	Estimated Cost
Prof. Engineer - Principal	\$ 212.00	2	\$ 424.00
Sr. Prof. Engineer - Sr. Project Manager	\$ 189.00	0	\$ -
Prof. Engineer (Staff) - Project Manager	\$ 177.00	136	\$ 24,072.00
Sr. Project Scientist, Project Engineer III	\$ 149.00	256	\$ 38,144.00
Project Scientist III, Project Engineer II, Sr Technical Designer	\$ 132.00	132	\$ 17,424.00
Project Scientist II, Project Engineer I, Construction Rep III	\$ 107.00	0	\$ -
Sr Tech, Sr Project Inspector, Sr Environmental Tech	\$ 97.00	4	\$ 388.00
Engg Tech II, Project Inspector II, Env Tech II	\$ 88.00	108	\$ 9,504.00
Engg Tech I, Project Inspector I, Env Tech I	\$ 75.00	0	\$ -
Field/Lab Tech I	\$ 64.00	0	\$ -
Project Assistant II	\$ 75.00	4	\$ 300.00
			<hr/> <hr/>
		Subtotal Direct Labor Costs	\$ 90,256.00
 Direct Nonsalary Costs			
Printing, Communication, Misc. Suppies/Expenses @ est. 1% of Labor Charges			\$ 700.00
Vehicle Mileage @ IRS Rate/mi			\$ 600.00
Subconsultant/Subcontractor			\$ -
Unit Rate Lab Services			\$ -
Equipment Rental			\$ -
		Subtotal Direct Non-Labor Costs	\$ 1,300.00
			<hr/> <hr/>
		Total Estimated Not to Exceed Fee	\$ 91,556.00

Project Summary

Task	Personnel Services											Reimbursables							Estimated Fee			
	Prof. Engineer - Principal	Sr. Prof. Engineer - Sr. Project Manager	Prof. Engineer (Staff) - Project Manager	Sr. Project Scientist, Project Engineer III	Project Scientist III, Project Engineer II, Sr Technical Designer	Project Scientist II, Project Engineer I, Construction Rep III	Sr Tech, Sr Project Inspector, Sr Environmental Tech	Engg Tech II, Project Inspector II, Env Tech II	Engg Tech I, Project Inspector I, Env Tech I	Field/Lab Tech I	Project Assistant II	Total Hours	Subtotal	Printing, Communication, Misc. Supplies/Expenses @ est. 1% of Labor Charges	Vehicle Mileage @ IRS Rate/ml	Subconsultant/Subcontractor	Unit Rate Lab Services	Equipment Rental		0	0	Subtotal
Task 1 Project Management & Meetings	2	0	68	44	0	0	0	4	0	0	4	122	\$ 19,668.00	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100	\$ 19,768.00
Task 2 Design	0	0	68	212	124	0	0	80	0	0	0	484	\$ 67,032.00	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600	\$ 67,632.00
Task 3 Environmental	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 4 Survey	0	0	0	0	8	0	4	24	0	0	0	36	\$ 3,556.00	\$ -	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600	\$ 4,156.00
Task 5 Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 6 Quality Control/Quality Assurance	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	2	0	136	256	132	0	4	108	0	0	4	642		\$ 700	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Project Subtotal													\$ 90,256.00								\$ 1,300	\$ 91,556.00

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
7/20/2021

COUNCIL MEETING DATE: 07/20/2021		SUBMITTED BY: Doug Clark, Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Schilling Drive, 9th Street to 13th Street, Bridge Removal

SYNOPSIS/BACKGROUND:

The Schilling Drive bridge located between 9th and 13th Streets was closed in January 2020 and has remained closed due to deteriorating conditions. This is a wooden bridge structure constructed in 1935 which is located above Union Pacific Railroad tracks. Following the winter of 2020/21 the structure has sustained additional unrepairable deterioration and is in need of removal. Alfred Benesch & Company will provide professional services to develop a bridge removal and roadway termination bid package for the City of Bellevue.

FISCAL IMPACT: \$21,130.00 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: Professional Services Agreement

CONTRACT EFFECTIVE DATE: 07/20/2021 CONTRACT TERM: to project completion CONTRACT END DATE:

PROJECT NAME: Schilling Drive, 9th St to 13th St, Bridge Removal

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

CIP PROJECT NAME: Bridge Repairs CIP PROJECT NUMBER: ST21(6)

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

ACCOUNTING DISTRIBUTION CODE: CIPST21(6) ACCOUNT NUMBER: 7010

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and Alfred Benesch & Company in an amount not to exceed \$21,130.00 for professional services for the City of Bellevue's Schilling Drive, 9th St to 13th St, Bridge Removal Project.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





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 30, 2021

Mr. Dean Dunn, PE
Manager of Engineer Services
City of Bellevue
1510 Wall Street
Bellevue, NE 68005

RE: M146(301) Schilling Drive, 9th to 13th Bridge Removal
Bid Package Preparation

Dear Mr. Dunn:

Alfred Benesch & Co. (Benesch) appreciates the opportunity to propose to provide professional support services to develop a bid package to for the above referenced project. The basis scope of services involves data collection, environmental review, development of the contract documents, and final design plans. A detailed scope of services and estimated fee is provided in the attached documents.

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

If this proposal is acceptable, please sign and return the attached consulting services agreement. 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,

A handwritten signature in black ink that reads "Jeffery A. Sockel".

Jeffery A. Sockel, PE
Senior Vice President/Omaha Division Manager

ATTACHMENT



CONSULTING SERVICES AGREEMENT

CLIENT	City of Bellevue	Project Name	Schilling Drive, 9 th to 13 th Bridge Removal
Address	1510 Wall Street		
	Bellevue, NE	Project Location	
Telephone	402-293-3144		
Client Contact	Dean Dunn, PE	Consultant PM	Pat Kastl, PE
Client Job No.	M146(301)	Consultant Job No.	00120732.00

This AGREEMENT is made by and between City of Bellevue, hereinafter called "CLIENT," and Alfred Benesch & Company, hereinafter called "CONSULTANT", for professional consulting services as specified herein. CONSULTANT agrees to provide CLIENT with requested consulting services more specifically described as follows (or shown in Attachment A):

See cover letter, scope of services, fee estimate

The GENERAL CONDITIONS and the following Attachments are hereby made a part of the AGREEMENT:

- Attachment A: Scope of Services and Fee Estimate
 - Attachment B: Schedule of Unit Rates
 - Attachment C: _____
- or
- Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

By signing this AGREEMENT, CLIENT acknowledges that it has read and fully understands this AGREEMENT and all attachments thereto. CLIENT further agrees to pay CONSULTANT for services described herein upon receipt of invoice by CLIENT for the CONSULTANT's estimated fee as described below:

- BY LUMP SUM: \$_____.
- BY TIME AND MATERIALS: \$21,130.00.
- BY OTHER PAYMENT METHOD (See Attachment _____): \$_____.
- AS SHOWN ON SERIALY NUMBERED WORK AUTHORIZATIONS USING EXHIBIT A

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT:

CLIENT	ALFRED BENESCH & COMPANY
BY: _____	BY: <u>Jeffery A. Sockel</u>
AUTHORIZED REPRESENTATIVE	AUTHORIZED REPRESENTATIVE
PRINT NAME: _____	PRINT NAME: <u>Jeffery A. Sockel, PE</u>
TITLE: _____	TITLE: <u>Sr Vice President</u>
DATE: _____, 20____	DATE: <u>June 30</u> , 2021
	BENESCH OFFICE: <u>Bellevue</u>
	ADDRESS: _____

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).



STANDARD TERMS AND CONDITIONS

SECTION 1 – Services by Consultant

1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

SECTION 2 – Payments to Consultant

2.1 Method of Payment

Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

2.2 Payment for Personnel Services

2.2.1 Payment

Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

2.2.2 Chargeable Time

Chargeable time for Consultant's personnel is that portion of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for federally declared legal holidays or during an employee's sick leave or vacation time. Travel time from

Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If Client fails to make payment in full to Consultant within sixty (60) days after the date of the undisputed invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

2.4.5 The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

SECTION 3 - Term of Agreement

3.1 Term

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of Agreement

3.3.1 Termination with Cause

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of all other information and documents, Client shall pay Consultant for services performed prior to the effective date of the termination.

3.3.2 Termination without Cause

Either party may, at its sole discretion, terminate this Agreement without cause at any time. In the event of such

termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

3.4 Payment for Work Upon Abandonment or Agreement Termination

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

SECTION 4 - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.

4.1.2 While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

4.2.2 Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance. Consultant will name the Client as additional insured on

Consultant's commercial general liability insurance.

4.3 Successors and Assigns

4.3.1 Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

4.3.2 Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

4.4.2 Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of service in respect to the Project and Consultant shall retain

an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

4.6 Consultant's Personnel at Project Site

4.6.1 The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

4.6.2 To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

4.7 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic

feasibility projections, and schedules for the Project, the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.8.1 If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

4.8.2 In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.8.3 Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

SECTION 5 - Professional Responsibility

5.1 Performance of Services

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care"). Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of

such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant it is determined the deficiency is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

5.2 Limitation of Liability

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000 whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages

Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

5.5 No Third Party Beneficiaries

Client and Consultant expressly agree that Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any

third party.

SECTION 6 - Miscellaneous Provisions

6.1 Notices

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement

6.4 Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 Dispute Resolution

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this AGREEMENT shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

6.6 Equal Opportunity

Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all

regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

6.7 Governing Law

This Agreement is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

6.8 Entire Agreement

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

PROJECT NO.: M146(301)
PROJECT NAME: Schilling Drive, 9th to 13th Bridge Removal
CONSULTANT: Alfred Benesch & Company
CONSULTANT POINT OF CONTACT: Jeff Sockel, PE

OVERVIEW

Alfred Benesch & Company (Consultant) proposes to provide the professional services to develop a bridge removal and roadway termination bid package for the above referenced project. The work required for this project includes data collection, environmental review, coordination with Union Pacific Railroad (UPRR) and utilities, and development of the contract documents for a bid package including requirements for contractor coordination with the UPRR.

Design and plan preparation will follow City of Bellevue guidelines. The project intent is to remove and not replace the bridge structure.

CITY OF BELLEVUE TO PROVIDE OR COMPLETE

Consultant anticipates the City of Bellevue will provide or arrange for the following items for use in the development of the project deliverables:

- Limits of the termination of the existing roadways
- Any available information regarding the construction or condition of the existing bridge
- Any required front-end construction contract documents (template or examples) to be used in the bid package

PROJECT MANAGEMENT

This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project.

ANTICIPATED PROJECT SCHEDULE

Once Consultant receives the Notice to Proceed, the anticipated schedule for completing the site review and preparing a review package for the City of the proposed bid package is 28 calendar days from the Notice to Proceed. This timeframe does not include completing any reviews or approvals by the City or other entities. Revisions or additions based upon review comments will be addressed within three (3) weeks of receipt of all comments.

GENERAL MEETINGS

Consultant will coordinate, facilitate and attend one (1) review meeting associated with the project. The meeting is anticipated to occur after submission of the proposed bid package. Any additional meetings not identified in this task shall be performed by supplemental agreement.

PERMIT APPLICATIONS/ AGREEMENTS

Permits, agreements, certifications, and other related forms are not anticipated for this project. Any such requirements will be addressed as needed under supplemental agreement.

SITE INVESTIGATION SERVICES

Benesch shall complete a visual review of the project site to identify key element to be addressed in the bid package including, but not limited to, suspected asbestos containing materials (ACMs), hazardous products or waste, major debris, pavement and other element removal dimensions, and key features for the Contractor to protect or consider when preparing their bid proposal.

BID PACKAGE DEVELOPMENT

Benesch shall prepare a bid package identifying elements to be removed, backfilling or grading to be performed, and permanent advanced signage/barricading to be constructed notifying motorists of the permanent "Dead End" roadway condition on each side of the existing bridge. The bid package is anticipated to include special provisions and a basic plan set. The basic plan set shall consist of the following sheets:

- Cover/Location Plan
- General Notes and Quantities
- Construction/Removals
- Permanent Traffic Control/Signage
- Details/Special Plans

Standard specifications referenced for construction shall be either the current version of the State of Nebraska Department of Transportation (NDOT) Standard Specifications for Highway Construction or the City of Omaha Standard Specification for Public Works Construction.

Work Zone Traffic Control will utilize readily available and applicable NDOT or City of Omaha Standard Traffic Control Plans.

Consultant will prepare quantity estimates for all construction and removal items on the plans and submit them to the City of Bellevue. It is assumed the removal of the actual bridge structure will be a lump sum item and not itemized by the different bridge components or subcomponents.

COMPENSATION

Compensation for the services shall be on a time and materials basis with labor reimbursed at a 3.0 multiplier of direct labor costs and any direct expenses reimbursed at actual cost. It is estimated the total effort and associated Not to Exceed fee required to perform this scope of services are 183 hours and \$21,130.00.

M146(301) Schilling Drive, 9th to 13th Bridge Removal Bid Package Preparation

City of Bellevue Public Works Department

Fee Estimate For Professional Engineering Services

Project Fee Summary

Task							Reimbursables			Estimated Fee
	Sr. Project Manager	Project Engineer I	Sr Environmental Tech	Engg Tech II	Total Hours	Subtotal	Printing	Vehicle Mileage @ IRS Rate/mi	Subtotal	
Project Management & Meetings	4	0	0	0	4	\$ 848.00	\$ -	\$ 20	\$ 20	\$ 868.00
Site Review	1	4	0	0	5	\$ 640.00	\$ -	\$ 20	\$ 20	\$ 660.00
Plans & Specifications	12	120	8	24	164	\$ 18,272.00	\$ 50	\$ -	\$ 50	\$ 18,322.00
Environmental	2	0	8	0	10	\$ 1,200.00	\$ -	\$ 80	\$ 80	\$ 1,280.00
Subtotal	19	124	16	24	183		\$ 50	\$ 120		
Project Subtotal	\$ 20,960.00						\$ 170			\$ 21,130.00