

Bellevue City Council Meeting

Tuesday, November 16, 2021 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Andy Kaup, Lead Pastor, Bellevue Christian Center, 1400 Harvell Drive.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
 - a. Approval of the Agenda
 - b. Approval of the Consent Agenda *(Items marked with an (*) are approved where this item is, unless otherwise removed)*
 1. (*) Acknowledge Receipt of October 28, 2021 Planning Commission Minutes.
 2. (*) Approval of the November 2, 2021 City Council Minutes.
6. (*) APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS:
 - a. Proclamation declaring November 16th, 2021 as "Brandon Schutt Day." (Mayor Hike)
8. ORGANIZATIONAL MATTERS: NONE
9. APPROVED CITIZEN COMMUNICATION: NONE RECEIVED
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd reading): NONE
12. ORDINANCES FOR PUBLIC HEARING (2nd reading): NONE
13. ORDINANCES FOR INTRODUCTION (1st reading):
 - a. Ordinance No. 4062: Request to rezone Lot 1C, Except Part for NRD, Palmtag's Subdivision; that part of Tax Lot F1A and Part of Tax Lot J southwesterly of NRD taking; and Tax Lot F1B and Part of Tax Lot H; all located in the Southwest 1/4 of Section 11, T13N, R13E of the 6th P.M., Sarpy County, NE, from BNH to ML for the purpose of industrial development. Applicant: Zapo, LLC. General Location: Fort Crook Road South and Fairview Road. (Planning Manager)
 - b. Ordinance No. 4063: Request to rezone Lots 1 and 2, Marchio's Subdivision Replat 1, being a replat of Lot 1, Marchio's Subdivision, from RE to RS-120 for the purpose of single-family residential development. Applicant: Sebastian Enzolera. General Location: 421 Bellevue Blvd. N. (Planning Manager)
 - c. Ordinance No. 4064: Request to rezone North 1/2 of the East 35.2' of Lot 2, and the North 1/2 of Lot 3, Tiller's Hillcrest Addition, from RS-84 to RD-60 for the purpose of duplex residential. Application: B J Justice. General Location: 210 Galvin Road North. (Planning Manager)
 - d. Ordinance No. 4065: Request to rezone Lot 1, Fort Crook Addition, from BG to ML for the purpose of outdoor storage. Applicant: Aksarben Fence and Gate, Inc. General Location: 12809 South 9th Street. (Planning Manager)
 - e. Ordinance No. 4066: An Ordinance to redefine ward boundaries due to the 2020 Census. (Administration)
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
 - a. Public Hearing to receive public input and recommendations for the use of American Rescue Plan Act (ARPA) Funds. (Finance Director) **(No Action Required)**
 - b. Public Hearing on Notice of Contract Claim by Main Street Properties LLC. (Legal) **(Action to follow on Item #15a)**

15. RESOLUTIONS:

a. Resolution 2021-42: A resolution {allowing/disallowing} the Notice of Contract Claim received from Main Street Properties, LLC, on or about July 13, 2020, in an amount of \$469,738. (Legal)

b. Resolution No. 2021-41: A resolution requesting approval of a park expenditure for Sanitary Improvement District No. 263 Brook Park/Brookside, in an amount not to exceed \$50,960. (Planning Manager)

c. Resolution No. 2021-43: A resolution authorizing the Mayor to sign the Annual Year-End Certification of City Street Superintendent Form 2021, verifying Robert Joseph Riggs as the City Street Superintendent from January 1, 2021 to December 31, 2021. (City Clerk)

16. CURRENT BUSINESS:

a. Recommend approval of waiver of hunting applications. (City Clerk)

b. Request to approve a 30-day extension for the Redwood 25 final plat, as per Section 4-11, Subdivision Regulations. (Planning Manager)

c. Approve and authorize the Mayor to sign the Acknowledgement and Consent of Collateral Assignment and Pledge Agreement. (Legal)

d. Approve and authorize the Mayor to sign the HUD Form 7015.15 - Request for Release of Funds and Certifications and to submit to HUD. (CDBG Program Specialist / Finance Director)

e. Request approval to purchase a current model year 2022 Ford Super Duty F350 Crew Cab from National Auto Fleet Group, in an amount not to exceed \$49,466.70. (Public Works Director)

f. Request approval to purchase a current model year 2022 Chevrolet Colorado LT Extended Cab Truck from Beardmore Chevrolet, Inc., in an amount not to exceed \$32,595. (Public Works Director)

g. Approve and authorize the Mayor to sign the Supplemental Agreement with Alfred Benesch & Company to complete remaining construction for the 2021 Concrete Projects, in an amount not to exceed \$28,588. (Public Works Director)

h. Approve and authorize Mayor to sign Contract with Judd Bros. Construction Co., for the New South Lift Station, Brown River Lift Station Improvements and Force Main Project, in an amount not to exceed \$4,775,000 and Change Order No. 1, resulting in a price decrease of \$351,340, for a revised amount of \$4,423,660 plus a 10% contingency of \$442,366, resulting in a total project cost of \$4,866,026. (Public Works Director)

i. Approve and authorize the Mayor to sign the Community Development Block Grant (CDBG) Funding Approval/Agreement, in an amount of \$335,360. (CDBG Program Specialist/Finance 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 - November report will be attached to the December 7th packet)**

18. CLOSED SESSION:

19. ADJOURNMENT

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Bellevue Planning Commission Meeting, October 28, 2021, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, October 28, 2021, at 6:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Casey, Hankins, Aerni, Ritz, and Ackley. Absent were Compton, Cutsforth, Jacobson and Perrin. Also present was Tammi Palm, Planning Department Manager.

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

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

Motion was made by Casey, seconded by Aerni, to approve the minutes of the September 23, 2021, regular meeting as presented. Upon roll call, all present voted yes. Motion carried unanimously.

Ritz asked if there were any updates or additions to staff reports. Palm advised several emails and letters were received since the agenda was published. She stated concerning agenda item 3.b. a letter of opposition from Reba and John Kevern and opposition emails from Jennifer Wilson, Brian Wilson, and Marty Giff were received. Palm stated concerning agenda item 3.d. a letter of opposition from Kenneth and Edith German was received. Palm stated this information was shared via email and hard copies were also provided to the Commissioners.

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

Ritz explained the public hearing procedures

PUBLIC HEARING was held on a request to rezone Lots 154 through 196, and Outlots "F" through "I," Spring Ridge, being a platting of Tax Lot 12, Tax Lot 13A, Lot 2 Bohac Addition, and Outlot B, Green Meadows, all located in the Southwest ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, NE, from AG and BG to RA, BG, and RG-8-PS for the purpose of single family and multi-family residential development; and preliminary plat Lots 154 through 196, and Outlots "F" through "I," Spring Ridge. Applicant: Orchard Valley, Inc. General Location: South 21st Street and Gilmore Lake Road. Case #'s: Z-2103-02 and S-2103-05.

Ritz asked staff for updates. Palm stated this item appeared on the Planning Commission agenda on August 26, 2021, at that time it was continued to tonight's meeting. Palm stated there are issues with the platting that needed to be addressed. She stated her recommendation is to continue this item indefinitely.

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

MOTION was made by Casey, seconded by Ackley to continue indefinitely a request to rezone Lots 154 through 196, and Outlots "F" through "I," Spring Ridge, being a platting of Tax Lot 12, Tax Lot 13A, Lot 2 Bohac Addition, and Outlot B, Green Meadows, all located in the Southwest ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, NE, from AG and BG to RA, BG, and RG-8-PS for the purpose of single family and multi-family residential development; and preliminary plat Lots 154 through 196, and Outlots "F" through "I," Spring Ridge. Applicant: Orchard Valley, Inc. General Location: South 21st Street and Gilmore Lake Road. Case #'s: Z-2103-02 and S-2103-05. Upon roll call, all present voted yes. ITEM CONTINUED INDEFINITELY.

PUBLIC HEARING was held on site plan approval for Lot 2, Fontenelle Replat 1, for the purpose of rebuilding an eleven-unit apartment building. Applicant: Mark Sanford. General Location: Hackberry Court and Forest Drive. Case #: Z-2109-17.

Ritz asked staff for updates. Palm stated the request for site plan approval is to rebuild an 11-unit apartment building destroyed by fire earlier this year. She stated the site is located in the Fontenelle Hills Development and the entire development was granted an overall variance in 1967 allowing the RS-120 (Single-Family Residential) zoning. She stated multi-family residential is not typically allowed in the RS-120 zone but based on the original site plan approval it is allowed in this development. Palm stated the applicant is requesting to rebuild the new building in a different location on the site primarily due to ADA (American Disability Act) requirements. Palm stated the existing development does not meet ADA requirements nor is it required to, based on its age. She stated the building would be

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constructed in the area of the existing basketball court and that court will be relocated to the north side of the swimming pool.

David Levy, Baird Holm Law Firm, 1700 Farnam Street, Omaha, NE, was present on behalf of the applicant. Levy stated the building is eleven units, which is a one-for-one in terms of replacing the building destroyed by fire. He stated the building would be constructed on one of the few sites on the property flat enough to meet the ADA requirements.

Mark Sanford, 1306 N. 162nd Street, Omaha, NE, stated he was the architect for Elevate Living, LLC. He stated the new building would be similar in architecture as the existing buildings. He stated the area where the old building existed would be turned into green space. Sanford stated they have worked with the Planning and Public Works departments throughout this process.

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

Ackley asked what would become of the site of the old building. Sanford stated the old parking lot would be removed and it would be turned into green space. Ackley stated he had been to the site and would like some clarification on the ADA requirement. He asked if the new building with the parking lot was built in the same area as the old building, could it meet the ADA requirements. Sanford stated ADA parking is required to be 1% or less so due to the slope issues that would be very difficult to get the 1% and the connection from the building to the parking. He stated there is also a 5% slope required by the Fire Department. Discussion ensued regarding meeting ADA requirements on the old building site.

Tom Jizba, Atlas Engineering, 14445 N. 192nd Street, Omaha, NE, stated one of the challenges of the property is at the time it was built, there was no consideration for ADA and many of the building have stairs and steps to each building. He stated in order to get the 5% slope for the Fire Department they would have to build a super structure to allow parking off Martin Street and then a walkway or an elevator to the third floor of the structure. Jizba stated to rebuild in the same area became economically unfeasible.

Ackley asked if the new building would require an elevator. Sanford stated the first floor would have the ADA units and elevators would not be required.

Discussion ensued regarding what would need to be done to create a usable, safe green space.

Ackley stated there have been three building fires in the complex, two of those structures have been rebuilt. He asked how many other buildings if destroyed would not be able to be rebuilt in their same location. Jizba stated the majority of buildings would not be able to meet the ADA requirements if they were to be rebuilt.

Tom Pennington, Elevate Living, LLC, 1009 Jones St., Omaha, NE, stated this rebuild is a rarity in that there is an approximate 40-foot elevation change at the old site. He stated it is not feasible to rebuild that building in the same location with the requirements of ADA and the Bellevue Fire Department. He stated the two buildings destroyed by fire were able to be rebuilt in the same location, but this building is unique. He stated if you were standing in the parking lot of the previous building you would be eye level with its roofline.

Ritz asked if the 5% slope would need to be on the Hackberry Court side. Pennington stated the 5% would be on Martin Drive to allow fire trucks to access the building. Ritz asked if the city had reviewed the easement documents sent in by Marty Giff. Palm stated staff, to include the Public Works Department, had reviewed the documents and did not see an issue.

Aerni asked if the building were built on the same site would it be more ADA compliant than the previous building built in 1974. Pennington stated it would not because of the elevation change. He stated an ADA ramp can only extend 30 feet before you are required to have a landing, therefore there would need to be a series of landings to get to the third floor of the building because of the elevation. Discussion ensued regarding the complex's ADA compliance.

Aerni asked how people going to the pool would affect parking in the area. He said neighbors have concerns about parking along the easement. Levy stated there were eight perpendicular stalls in addition to the new building's parking stalls, and not everyone using the pool would be driving to the pool.

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Ritz asked staff if the ADA percentage requirements were for the number of units in the building or for the entire site. Palm stated the Chief Building Official stated because of the age of this complex and most of the buildings not being ADA compliant, any new buildings must comply with ADA requirements. Ritz asked if the pool required parking. Palm stated the pool is not required to have its own parking stalls.

Aerni asked staff if they had any knowledge of Mr. Giff's request to build apartments on his lot in 1997 and it being denied. Palm stated she had no knowledge of the request. Casey stated the previous owner of the property had attempted to build apartments in that area. He said he was not aware of why the request was denied.

Discussion ensued regarding the elevation of the development. Jizba stated site elevations were submitted to the city to insure the 5% maximum slope for the Fire Department.

Commissioner Cutsforth entered the chambers at 6:32 p.m.

Levy displayed a photo of Mr. Giff's property. He said Mr. Giff's property is surrounded by trees and he will not be able to see the building from his property.

Casey stated from what he has heard it is feasible to build the building in the same area of the building destroyed by fire but it is not economical. He asked if the applicant had calculated the cost of rebuilding in the current location. Pennington stated it is feasible to build the building in the same location with it being ADA compliant, but it is not feasible to get from the parking lot to the building and be ADA compliant. Levy stated it would be a three million dollar cost to build the building in the same area.

Ritz asked why a parking lot could not be built off Hackberry Court. Pennington stated a line of garages would need to be demolished in order to create a parking lot off Hackberry Court. Discussion ensued regarding possible placement of the parking lot.

Aerni stated this property is already established so neighbors built their homes knowing they would be living next door to an apartment complex. Palm stated this is a permitted use and the development is already established. She stated from a planning perspective they are not increasing the density and there will be minimal impact to the neighbors.

Aerni stated he visited the site and saw many broken garage doors and wanted to address Mr. Giff's nuisance complaints. Pennington stated in the last week he has had a crew going through the complex checking garage doors in need of repairs. He stated the residents will sometimes throw large items such as mattress' in the dumpster which cannot be picked up by the normal trash truck, so those items are pulled from the dumpster and a special trash collector is contacted to pick those items up. Pennington stated he has a crew of four on site, five days per week picking up trash and cleaning up.

Cutsforth asked when the storm damage limbs would be picked up. Pennington stated he has called a contractor for that clean up and he has cleaned up tree limbs from Mr. Giff's property that have fallen on the road that is shared by the properties.

Ackley asked staff if the easement was private and if any parking in that easement would not be an issue for the city. Palm stated it is a private easement and the engineering staff has reviewed the parking within that easement and feels there is enough width to not create any problems.

Justin Insinger, 3427 N. 161st Avenue, Omaha, NE, stated the proposed parking shown on the site plan is outside of the easement. Discussion ensued regarding the parking and easement area.

Aerni stated the site where the building was demolished is very steep so turning that area into green space would limit the usable space. Pennington stated there are three existing retaining walls and an additional wall will probably be added allowing the area to be used by the residents.

Aerni commented he noticed Mr. Giff enter the Council Chambers and would like to reopen the public hearing.

MOTION was made by Aerni, seconded by Ackley to re-open the public hearing due to the recent change in meeting time. Upon roll call, all present voted yes.

Ritz re-opened the public hearing.

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Marty Giff, 106 Forest Drive, Bellevue, NE, stated he is an adjacent neighbor to the property and is opposed to the request. He stated these apartments were built about 1970's by Joe Dennis. Giff stated Mr. Dennis sold part of the property and in 1997 requested to build more apartments on the property he retained which borders the property of tonight's hearing. He stated Mr. Dennis' request was denied because it did not conform to the neighborhood. Giff stated he purchased that property from Mr. Dennis in 1998 and built his current residence. He said although his residence borders an apartment complex he built his home as far as possible from the complex to minimize any negative effect. Giff stated building the apartment building on the edge of their property adversely affects his and the neighbors' homes. Giff stated the Planning Department has recommended approval because of conformance with the Zoning Ordinance and the Comprehensive Plan. He said he questions that recommendation because the current zoning on the property is RS-120-PUD (Single-Family Residential – Planned United Development) which is for single-family detached homes.

Robert Sink, 111 Forest Drive, Bellevue, NE, stated he ceded his speaking time to Mr. Giff.

Giff stated he questions why the city is not striving to bring non-conforming properties into conformance with the current regulations. He stated the -PUD overlay intent is to encourage creative design and protect the health, safety and general welfare of future and existing residents of surrounding neighborhoods. Giff stated for the -PUD overlay you must submit a plan, which shows easements and property lines. He said the plans he has seen for this request do not show easements and property lines. Giff stated access to the new building would be on an easement road which half is on his property. He stated he believes the parking impedes that easement and he will not allow it. Giff stated there is no parking available for the pool area and therefore they will be parking on his property. He stated the dumpsters for this building would smell and attract rodents. He said the trash trucks are loud and sometimes pick up at 4:00 a.m. He stated these conditions are not compatible to the surrounding area.

John Marcuzzo, 209 Bellevue Boulevard South, Bellevue, NE, stated his residence is on the corner of Forest Dr. and Bellevue Blvd. where the majority of traffic goes in and out of the Fontenelle Hills site. He stated the previous building had an exit onto Hackberry Court. Marcuzzo stated if the building were moved to the new site, there would be an additional twenty-two vehicles going past his home. He stated he counted 169 vehicles in the morning going past his home between 6:30 a.m. and 8:30 a.m. Marcuzzo calculated a 13% increase in traffic with the new building location. He stated the existing location would be a better area to construct the new building.

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

Palm stated in April 1967 the City Council approved the entire Fontenelle Hills development under the RS-120 zoning with site plan approval. She stated this was done differently than it would be today; however, in that ordinance specific uses for specific pieces of property were outlined. Palm stated allowed under that entire RS-120 zoning are single-family residential, duplex residential, multi-family residential, and golf courses. She stated this request complies with the development plan that was approved in 1967.

Levy stated the dumpster for the new site would be on the north side of the building and would be screened by a dumpster enclosure. He stated if Mr. Giff looks out his front door he would not be able to see the new building. Levy stated the number of units/bedrooms is not changing and the new building would be nearly identical to the building destroyed by fire. He said not everyone who lives in these apartments have two people driving during the morning hours or that they would only use that one way to go in and out of the complex. Levy stated he feels the traffic increase would be minimal.

Ackley stated for the benefit of Mr. Marcuzzo and Mr. Giff, an approximate fifty-minute discussion was had before they joined the meeting. He stated some of the Commissioners would like to be able to construct the building in the same location but unfortunately, it is financially impractical. Ackley stated from Ms. Palm's prospective the previous zoning and site plan approval allows this area to be apartments. Ackley stated Mr. Giff's easement concerns would be a private issue for the two parties to discuss.

Ritz asked who removes snow and maintains the parking areas and the roads. Pennington stated the apartment complex is responsible for that maintenance. Discussion ensued regarding increased traffic.

Casey stated he lives on Forest Drive and initially felt he could be objective, but after hearing the

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concerns tonight, he could no longer be objective and would abstain from voting.

MOTION was made by Cutsforth, seconded by Hankins to recommend APPROVAL of a request for site plan approval for Lot 2, Fontenelle Replat 1, for the purpose of rebuilding an eleven-unit apartment building. Applicant: Mark Sanford. General Location: Hackberry Court and Forest Drive. Case #: Z-2109-17. APPROVAL based upon conformance with the Zoning Ordinance and Comprehensive Plan. Upon roll call, Hankins, Cutsforth, Ritz, and Ackley voted yes, Aerni voted no, Casey abstained. MOTION carried.

This item will proceed to City Council for PUBLIC HEARING ON December 7, 2021.

PUBLIC HEARING was held on a request to rezone Lot 1C, Except Part for NRD, Palmtag's Subdivision; that part of Tax Lot F1A and Part of Tax Lot J southwesterly of NRD taking; and Tax Lot F1B and Part of Tax Lot H; all located in the Southwest ¼ of Section 11, T13N, R13E of the 6th P.M., Sarpy County, NE, from BNH to ML for the purpose of industrial development. Applicant: Zapo, LLC. General location: Fort Crook Rd. S. and Fairview Rd. Case #: Z-2109-15.

Ritz asked staff for an update. Palm stated the applicant was requesting to rezone several parcels of land on the northeast corner of the intersection of Fort Crook Road South and Fairview Road. She stated the current zoning is BNH (Heavy Neighborhood Business) and the request is for light industrial zoning. Palm stated the request is in conformance with the Comprehensive Plan and no platting has been requested at this time but will be done at a later date. Palm said staff is recommending approval based on conformance with the Comprehensive Plan and Zoning Ordinance.

Kyle Haase, 10909 Mill Valley Road, Omaha, NE, was present on behalf of the applicant. Haase stated currently there are no proposed users for the site.

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

Ackley stated the map shows the property immediately west of this property as FX (Flex Space) but the report lists it as ML (Light Manufacturing). Palm stated after a recently approved zoning change, the Sarpy County GIS map had not been updated at this time the map was printed but the ML zoning was correct.

MOTION was made by Ackley, seconded by Cutsforth to recommend APPROVAL of a request to rezone Lot 1C, Except Part for NRD, Palmtag's Subdivision; that part of Tax Lot F1A and Part of Tax Lot J southwesterly of NRD taking; and Tax Lot F1B and Part of Tax Lot H; all located in the Southwest ¼ of Section 11, T13N, R13E of the 6th P.M., Sarpy County, NE, from BNH to ML for the purpose of industrial development. Applicant: Zapo, LLC. General location: Fort Crook Rd. S. and Fairview Rd. Case #: Z-2109-15. APPROVAL based upon conformance with the Zoning Ordinance and Comprehensive Plan as well as a lack of perceived negative impact on the surrounding area. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING ON December 7, 2021.

PUBLIC HEARING was held on a request to rezone Lots 1 and 2, Marchio's Subdivision Replat 1, being a replat of Lot 1, Marchio's Subdivision, from RE to RS-120 for the purpose of single-family residential development; and small subdivision plat of Lots 1 and 2, Marchio's Subdivision Replat 1. Applicant: Sebastian Enzolera. General location: 421 Bellevue Blvd N. Case #'s: Z-2109-16 and S-2109-22.

Ritz asked staff for an update. Palm stated a letter was received from Kenneth and Edith German stating concerns regarding sewer and parking. Palm stated she verified with the Waste Water operations manager that there is sewer available in this area. She stated the property is just over an acre with frontage on Bellevue Boulevard. Palm stated there is a mix of zoning along Bellevue Boulevard and some of the lots are non-conforming based on their age. She stated the request for RS-120 is in conformance with the Comprehensive Plan. Palm stated the purpose of the application is to allow the parents of the applicant to build a house on the newly created lot.

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

Discussion ensued regarding the use of a pump being a viable addition to the sewer connection and

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parking and or a driveway along the Boulevard.

Ackley asked if an existing shed would meet setbacks for the new lot line. Palm stated the accessory structure would meet the required five foot setback.

MOTION was made by Aerni, seconded by Casey to recommend APPROVAL of a request to rezone Lots 1 and 2, Marchio's Subdivision Replat 1, being a replat of Lot 1, Marchio's Subdivision, from RE to RS-120 for the purpose of single-family residential development; and small subdivision plat of Lots 1 and 2, Marchio's Subdivision Replat 1. Applicant: Sebastian Enzolera. General location: 421 Bellevue Blvd N. Case #'s: Z-2109-16 and S-2109-22. APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulation, and Comprehensive Plan as well as a lack of perceived negative impact on the surrounding area. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING ON December 7, 2021.

PUBLIC HEARING was held on a request to rezone Lot 1, Fort Crook Addition, from BG to ML for the purpose of outdoor storage. Applicant: Aksarben Fence and Gate, Inc. General Location: 12809 South 9th Street. Case #'s: Z-2109-13.

Ritz asked staff for an update. Palm stated this property is vacant and the applicant is requesting a light industrial zone from its current commercial zone for the purpose of outdoor storage. Palm stated the applicant purchased the property and soon after was given notice by Code Enforcement that outdoor storage was not allowed. Palm said the applicant does want to construct a building on the property at a later date but the BG (General Business) zoning does not allow for outdoor storage of product or heavy equipment. She stated the applicant's intended use of the property would require the ML (Light Manufacturing) zone. Palm said staff is recommending denial for a number of reasons. She said the Fort Crook Road Plan identifies this area as an office/commercial area. Palm stated across the road is StratCom Headquarters, which is a \$1.3 billion investment. She said the goal for this area is to have it redeveloped based on the commitment Offutt AFB has made. Palm said the City of Bellevue has a Public Works shop immediately to the south of this property which is also zoned BG. She said in the city's current CIP (Capital Improvement Plan) the city budgeted to build a centralized Public Works facility. Once that new shop is built, the current shop will be abandoned, and the property will hopefully be redeveloped.

Martin Pelster, 2120 S. 72nd Street, Suite 1200, Omaha, NE, was present on behalf of the applicant. Pelster stated Aksarben Fence is growing and looking for more property to be able to expand their business. He stated when the property was purchased Mr. Malloy was unaware the property was not zoned for his intended use. Pelster stated after Aksarben purchased the property a fence was installed and he started to store product, which prompted the letter from Code Enforcement. He stated within a year or so the intent is to construct a building on the site for an office and a shop area. Pelster said approximately ten years ago the property was zoned ML.

Gregg Henrickson, 12818 S. 9th Street, Bellevue, NE, asked what his property is zoned. Palm stated Mr. Henrickson's property was zoned BG and if the home was destroyed by more than 60% fair market value it could not be rebuilt unless it was rezoned for residential use.

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

Ackley asked if an application to rezone the old Rumor's property to ML was denied or was there no application. Palm stated her recollection was it was denied. She stated ten or eleven years ago, the area was rezoned to BG. Ackley asked if staff's denial recommendation is consistent with previous applications in the area with the hope of getting more of a general business atmosphere. Palm stated that is correct and the Future Land Use Map shows this area as general business to align with the Fort Crook Plan. Ackley asked if the city shop was in conformance. Palm stated the city shop would be considered legal non-conforming so once the city vacates that property the current use would be discontinued.

Ackley asked the applicant if a building were constructed on the site would he still need the outdoor storage. Robert Malloy, 1803 Meadowlark Lane, Bellevue, NE, stated that was correct; the new building would be used for office space, and a shop area, with outdoor storage. Ackley asked if the business could support everything being indoors. Malloy stated he could not unless a building the size of the entire lot was built. He stated there has been no interest in this area since the rezoning and if

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the city were to sell the city shop area, would all the buildings be demolished and a type of general business be allowed there. Palm stated yes under the current zoning that would be allowed. Discussion ensued regarding when the area was rezoned and the type of business the city is hoping to attract in that area.

Hankins asked if the Fort Crook Road Redevelopment Plan had been changed at all since the pandemic. He said it recommends office and technology buildings. Palm stated the city has contracted with HDR to update the plan but did not anticipate the area to change to light industrial or an industrial area. Palm stated there are still businesses that are thriving despite the pandemic such as gas stations, coffee kiosks, etc. which would fall in line with the current zoning.

Ritz asked if the area was within the severe noise from Offutt AFB. Palm stated it was in the sixty-five dB range, which is not the most restrictive noise contour.

Ritz initiated discussion regarding Aksarben's access gate being on the city's private drive. Malloy stated he had spoken to the supervisor of the maintenance shop and was told it was ok to have the gate there. Palm stated the access gate is on a private easement and the city is requesting the access be removed.

Aerni stated he agreed the Fort Crook Road Plan is incorrect concerning offices and technology buildings but could see gas stations and those types of commercial businesses. He said the existing businesses in the area are similar to what the applicant is requesting. Palm stated revitalization needed to start somewhere. She stated the existing BG zoning are the types of uses that would be desirable there. She said industrial zoning would open it up to many different types of uses the city would not have control of.

Ackley stated an article in the newspaper has indicated the possibility of horseracing and a casino coming into that area, which would potentially spur redevelopment. Palm stated she could not speak to that specific development.

Cutsforth stated the task is to look to the future for the city, and with the Fort Crook Road Development Plan update comes a vision and general guidance of what the city hopes the development along that corridor becomes. Cutsforth said she would not be in favor of approving a zoning that is not in keeping with the city's redevelopment goal.

Ritz asked staff if there were conditional uses in the BG zone that would allow for the type of use requested. Palm stated there were not. Aerni asked staff if the city would entertain a special use permit. Palm stated the city does not have any special use permit options in the zoning ordinance.

MOTION was made by Ackley, seconded by Cutsforth to recommend DENIAL of a request to rezone Lot 1, Fort Crook Addition, from BG to ML for the purpose of outdoor storage. Applicant: Aksarben Fence and Gate, Inc. General Location: 12809 South 9th Street. Case #'s: Z-2109-13. DENIAL based upon lack of conformance with the Fort Crook Road Redevelopment Plan and Comprehensive Plan. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING ON December 7, 2021.

PUBLIC HEARING was held on a request to rezone the North ½ of the East 35.2' of Lot 2, and the North ½ of Lot 3, Tiller's Hillcrest Addition, from RS-84 to RD-60 for the purpose of duplex residential. Applicant: B J Justice. General location: 210 Galvin Road North. Case #: Z-2109-14.

Ritz asked staff for an update. Palm stated Mr. Justice previously rezoned his residence from BG (General Business) to RS-84 (Single-Family Residential – 8,400 Square foot Zone) for the purpose of bringing it into conformance with the Zoning Ordinance. She stated Mr. Justice wants to rent out a portion of the structure so his current request for RD-60 (Duplex Residential – 6,000 Square Foot Zone) is an appropriate zone. Palm stated staff is recommending approval. Palm said the Future Land Use Map shows this area as commercial but this rezoning does not impact that.

BJ Justice, 210 Galvin Road North, Bellevue, NE, stated his grandson is living in the upstairs of his home and he wants to conform to the zoning regulations. He stated at times they may want to rent this portion of his home and does not want to have a problem with doing so.

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

MINUTE RECORD

Bellevue Planning Commission Meeting, October 28, 2021, Page 8

Hankins stated he saw the house is up for sale for \$325,000 dollars. Justice stated it was not his intention to sell but his granddaughter is a real estate agent and she wanted to try to sell it. He said obviously it would not sell for that amount.

Ackley asked staff with this rezoning could a second structure be constructed on this lot. Palm stated RD-60 allows for two-family dwellings whether attached or detached so if the current structure it set up for two families then that is all there can be on that lot. Ackley asked if a family member is living in the duplex are there any other restrictions. Palm stated a family member would be allowed to live there with the applicant and meet the definition of "single family dwelling." Under that scenario, the property owner could create another structure. If the existing structure were set up for a two-family dwelling another residential structure would not be allowed on the property. Discussion ensued regarding an additional structure on the lot.

MOTION was made by Ackley, seconded by Aerni to recommend APPROVAL of a request to rezone the North ½ of the East 35.2' of Lot 2, and the North ½ of Lot 3, Tiller's Hillcrest Addition, from RS-84 to RD-60 for the purpose of duplex residential. Applicant: B J Justice. General location: 210 Galvin Road North. Case #: Z-2109-14. APPROVAL based upon conformance with Zoning Ordinance and a lack of perceived negative impact on the surrounding area. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING ON December 7, 2021.

There was discussion regarding the election of officers.

MOTION was made by Ackley, seconded by Hankins, to NOMINATE Sue Cutsforth to serve as Planning Commission Chair. Upon roll call, all present voted yes. MOTION carried unanimously.

MOTION was made by Ackley, seconded by Cutsforth, to NOMINATE Todd Aerni to serve as Vice Chair. Upon roll call, all present voted yes. MOTION carried unanimously.

Meeting adjourned at 8:23 p.m.



Dianna Van Horn
Planning Secretary

MINUTE RECORD

*5b2.
11/16/2021

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

A regular meeting of the Mayor and Council of the City of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on the 2nd of November 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/Sarpy Guide and News and posted 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. Father Tom Jones, Church of the Holy Spirit (Episcopal), 1305 Thomas Drive, gave the invocation.

OPEN MEETINGS ACT

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

APPROVAL OF THE AGENDA:

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

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Cook, seconded by Welch, to approve the consent agenda consisting of the following items: Approval of the October 19, 2021, Board of Equalization Minutes, Approval of the October 19, 2021, City Council Minutes, Approval of Claims, Approve the cancellation of the January 4, 2022, City Council Meeting and authorize staff to pay bills that cannot be held over until the January 18, 2022, City Council Meeting, and recommend approval of waiver of hunting applications.

SPECIAL PRESENTATIONS: NONE

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES: NONE

ORDINANCES FOR ADOPTION (Third Reading):

Ordinance No. 4061: Request to rezone Lots 1 and 2, Kunes Addition Replat One, being a replat of Lot 1, Kunes Addition from RA to RE for the purpose of single-family residential development. Applicant: Alice Kunes. General Location: 10507 Cedar Island Road. (Planning Manager)

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 10507 Cedar Island Road, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the third and final time.

Motion was made by Welch, seconded by Preister, to approve Ordinance No. 4061. 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.

Request to small subdivision plat Lots 1 and 2, Kunes Addition Replat One.

Motion was made by Cook, seconded by Preister, to approve small subdivision plat Lots 1 and 2, Kunes Addition Replat One. 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.

Waiver of Section 6-7 (7), Subdivision Regulations.

Motion was made by Welch, seconded by McCaw, to approve Waiver of Section 6-7 (7), Subdivision Regulations. 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.

ORDINANCES FOR PUBLIC HEARING (Second Reading): NONE

ORDINANCES FOR INTRODUCTION: (First Reading) NONE

MINUTE RECORD

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

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

Approval of request of the Bellevue Economic Enhancement Foundation/Bellevue Chamber of Commerce, Marathon Ventures and Salvation Army to hold the Annual Salvation Army Big Red Kettle Kick-off Celebration with a Special Fireworks Display (provided by Bellino Fireworks), at 901 Fort Crook Road North on Friday, November 5, 2021, from 5:30 p.m. - 8:00 p.m. (Fireworks 7:30/7:45 p.m.) (City Clerk)

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

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

Motion was made by Welch, seconded by Preister, to approve a request of the Bellevue Economic Enhancement Foundation/Bellevue Chamber of Commerce, Marathon Ventures and Salvation Army to hold the Annual Salvation Army Big Red Kettle Kick-off Celebration with a Special Fireworks Display (provided by Bellino Fireworks), at 901 Fort Crook Road North on Friday, November 5, 2021 from 5:30 p.m. - 8:00 p.m. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

RESOLUTIONS:

Resolution No. 2021-40: Paying Agent Resolution. (Planning Manager)

Motion was made by Cook, seconded by Welch, to approve the Resolution No. 2021-40: Paying Agent Resolution. 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.

CURRENT BUSINESS:

Accept and authorize the Mayor to sign the proposal for the demolition of the structures located at 3636 Edna Street, Bellevue, NE 68147. (Chief Building Inspector)

Motion was made by Stinson, seconded by Welch, to accept and authorize the Mayor to sign the proposal for the demolition of the structures located at 3636 Edna Street, Bellevue, NE 68147. 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.

Accept and authorize the Mayor to sign the proposal for the demolition of the structures located at 708 E. La Platte Road, Bellevue, NE. (Chief Building Inspector)

Motion was made by Preister, seconded by McCaw, to accept and authorize the Mayor to sign the proposal for the demolition of the structures located at: 708 E. La Platte Road, Bellevue, NE. 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.

Accept and authorize the Mayor to sign the proposal for the demolition of the structures located at 720 E. La Platte Road Bellevue, NE 68147. (Chief Building Inspector)

Motion was made by Cook, seconded by Stinson, to accept and authorize the Mayor to sign the proposal for the demolition of the structures located at 720 E. La Platte Road, Bellevue, NE. 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.

Approve and authorize the Mayor to sign the easements between City of Bellevue and Omaha Development Foundation, in the amount of \$1,810.00 for Temporary Easement and \$490.00 for Permanent Easement, to equal a total cost of \$2,300 for the New South Lift Station, Brown River Lift Station Improvements and Force Mains project. (Public Works Director)

Motion was made by Stinson, seconded by Burns, to approve to and authorize the Mayor to sign the easements between City of Bellevue and Omaha Development Foundation, in the amount of \$1,810.00 for Temporary Easement and \$490.00 for Permanent Easement, to equal a total cost of \$2,300 for the New South Lift Station, Brown River Lift Station Improvements and Force Mains project. 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.

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

Councilman Stinson requested information on the public records request received by the Omaha World Herald. Mr. Jim Ristow, City Administrator, advised a public records request was received regarding the Mayor's communication with the developers regarding the Olde Towne development.

MINUTE RECORD

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

Mayor Hike stated for the record he is not tied to the development.

Councilman Preister referred to letters received anonymously regarding the cemetery. Discussion followed regarding the upkeep of the cemetery. He stated it would be nice if we could respond with individuals leaving these letters but when sent anonymous there is nothing we can do.

Councilman Preister requested an updated on the Bellevue Bridge and meetings with the Bridge Commission. Mr. Ristow explained meetings have also occurred with MAPA. There was discussion on Highway 34 Corridor being flooded in 2019 and the Bellevue Bridge being of the utmost importance. Taken Bellevue Bridge out of service would be a detriment. There was discussion on building a new bridge and funding for the bridge.

Councilman Cook referred to the material Mayor Hike presented at the Mayor's Forum. He explained the information contained is excellent and provided a brief description.

Councilman Welch recognized the Fire Chief and Police Chief on the recent award ceremonies.

CLOSED SESSION: NONE

ADJOURNMENT

There being no further business to come before the Council at this time, on motion by Stinson, seconded by Cook, the meeting was adjourned at 6:30 p.m. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.



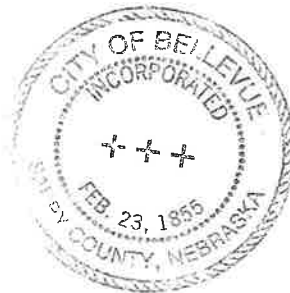
Susan Kluthe, City Clerk

Rusty Hike, Mayor

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



Susan Kluthe, City Clerk



MINUTE RECORD

CLAIMS FOR NOVEMBER 16, 2021

PAGE 1

MAYOR

CENTURY LINK	MONTHLY SERVICE 2021/10/22-2021/11/21	11.29
		<u>\$ 11.29</u>

CITY ADMINISTRATOR

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	105.77
CENTURY LINK	MONTHLY SERVICE 2021/10/22-2021/11/21	21.85
NCMA	MEMBERSHIP 2021/11/1-2022/10/31	100.00
OMAHA COUNCIL	CPS-MAPA LUNCHEON	20.00
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE- OCT 2021	90.72
RELIANCE STANDARD LIFE INSURANCE	LIFE INSURANCE-OCT 2021	43.18
RELIANCE STANDARD LIFE INSURANCE	LTD INSURANCE-OCT 2021	121.48
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - OCTOBER 2021	298.84
		<u>\$ 801.84</u>

CITY COUNCIL

RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE- OCT 2021	111.28
		<u>\$ 111.28</u>

LEGAL

CENTURY LINK	MONTHLY SERVICE 2021/10/22-2021/11/21	22.21
CHI HEALTH CENTER OMAHA	CPS-CONFERENCE LUNCH	15.50
DROP BOX	CPS-LEGAL FEES	19.99
NEBRASKA.GOV	CPS-CASE MANAGEMENT FEES	163.00
QUINN'S QUALITY REPORTING, LTD	TRANSCRIPT OF BOE MEETING	84.00
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE- OCT 2021	60.48
RELIANCE STANDARD LIFE INSURANCE	LIFE INSURANCE-OCT 2021	28.57
SARPY COUNTY COURT	CLAIM CR 21 353	17.00
		<u>\$ 410.75</u>

CABLE ADVISORY

CENTURY LINK	MONTHLY SERVICE 2021/10/22-2021/11/21	7.53
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/10/19-2021/11/18	9.04
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE- OCT 2021	60.48
RELIANCE STANDARD LIFE INSURANCE	LIFE INSURANCE-OCT 2021	23.71
RELIANCE STANDARD LIFE INSURANCE	LTD INSURANCE-OCT 2021	30.00
		<u>\$ 130.76</u>

CITY CLERK

AMERICAN LEGAL PUBLISHING CORP	SUPPLEMENTAL EDITING PAGES	1,694.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	86.04
CENTURY LINK	MONTHLY SERVICE 2021/10/22-2021/11/21	11.29
DON SHAFER DISPLAY	VENDING MACHINE STICKERS	633.36
MICROFILM IMAGING SYSTEMS	LASERFICHE MAINTENANCE	534.00
NEBRASKA MUNICIPAL CLERKS ASSOCIATION	MEMBERSHIP 2021-2022-KLUTHE, HARBIN	90.00
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE- OCT 2021	60.48
RELIANCE STANDARD LIFE INSURANCE	LIFE INSURANCE-OCT 2021	22.92
RELIANCE STANDARD LIFE INSURANCE	LTD INSURANCE-OCT 2021	28.87
		<u>\$ 3,160.96</u>

MINUTE RECORD

CLAIMS FOR NOVEMBER 16, 2021

PAGE 2

FINANCE/RISK MANAGEMENT

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	105.86
CENTURY LINK	MONTHLY SERVICE 2021/10/22-2021/11/21	54.71
HANEY SHOE STORE	SAFETY BOOTS-14 EMP	2,513.90
INDOFF	PRINTER CARTRIDGES, OFFICE SUPPLIES	103.04
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
MENARDS	DISINFECTANT WIPES-MINIBUS	53.76
NEBRASKA WORKERS' COMP COURT	SELF INSURANCE ADMIN FEE 2021/10/01-2022/09/30	2,000.00
RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY BOOTS-8 EMP	1,535.95
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE- OCT 2021	211.68
RELIANCE STANDARD LIFE INSURANCE	LIFE INSURANCE-OCT 2021	78.19
RELIANCE STANDARD LIFE INSURANCE	LTD INSURANCE-OCT 2021	116.93
		<hr/>
		\$ 6,804.02

LIBRARY

BELLEVUE PRINTING COMPANY	ENVELOPES	120.00
CENGAGE LEARNING, INC	BOOK	507.82
CENTURY LINK	MONTHLY SERVICE 2021/10/22-2021/11/21	37.64
FONTENELLE FOREST	CPS-MEMBERSHIP THRU DEC 2022	300.00
INDOFF	OFFICE SUPPLIES	254.11
INGRAM LIBRARY SERVICES	BOOKS	3,057.94
KAPCO	BOOK REPAIR SUPPLIES	429.66
LAURA WHITEHEAD	REIMB MILEAGE FOR WORKSHOP	117.15
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	11.01
MIDWEST TAPE	VIDEOS	52.47
OCLC INC	MONTHLY ONLINE CATALOGING-OCT 2021	1,384.67
OCLC INC	MONTHLY ONLINE CATALOGING-NOV 2021	1,384.67
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/09/10-2021/10/08	1,921.94
ORIENTAL TRADING COMPANY	CPS-PROGRAM SUPPLIES	53.46
READALLOUD NE	WORKSHOP-BULLOCK, KANAWYER	74.00
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE- OCT 2021	241.92
RELIANCE STANDARD LIFE INSURANCE	LIFE INSURANCE-OCT 2021	78.97
RELIANCE STANDARD LIFE INSURANCE	LTD INSURANCE-OCT 2021	89.95
SCOTT WELCH	MONTHLY WEB HOSTING-NOV 2021	125.00
VERIZON WIRELESS	MONTHLY SERVICE FOR HOT SPOTS	400.10
		<hr/>
		\$ 10,642.48

ADMINISTRATIVE SERVICES/PERSONNEL

BENEFIT PLANS	MAINTENANCE FEE BASE FEE	972.50
CENTURY LINK	MONTHLY SERVICE 2021/10/22-2021/11/21	52.60
GRETNA GUIDE & NEWS	LEGAL AD	6.31
HUMAN RESOURCE ASSOC OF THE MIDLANDS	CPS-JOB POSTING	100.00
INDUSTRIAL ORGANIZATIONAL SOLUTIONS, INC	FTFF WRITTEN TESTS	1,912.00
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	67.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/09/21-2021/10/20	117.00
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE- OCT 2021	241.92
RELIANCE STANDARD LIFE INSURANCE	LIFE INSURANCE-OCT 2021	79.75
RELIANCE STANDARD LIFE INSURANCE	LTD INSURANCE-OCT 2021	95.75
TATSOFTAPPS	CPS-DRUG TESTING MATERIAL	475.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - OCTOBER 2021	2,778.85
		<hr/>
		\$ 6,928.68

MINUTE RECORD

CLAIMS FOR NOVEMBER 16, 2021

PAGE 3

CODE ENFORCEMENT

CENTURY LINK	MONTHLY SERVICE 2021/10/22-2021/11/21	22.12
GREAT PLAINS UNIFORMS	CREDIT-BILLED 2X DAVIDSON UNIFORM	(740.00)
PAPILLION SANITATION	CODE CUMPSTER	445.00
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE- OCT 2021	241.92
RELIANCE STANDARD LIFE INSURANCE	LIFE INSURANCE-OCT 2021	66.73
SUPERIOR TREE SERVICES	REMOVE TREE	2,500.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - OCTOBER 2021	728.79
		<hr/>
		\$ 3,264.56

PUBLIC WORKS

BLACKHAWK HOMEOWNERS ASSOCIATION	2021 ANNUAL BHOA MAINTENANCE AGREEMENT	15,000.00
CENTURY LINK	MONTHLY SERVICE 2021/10/22-2021/11/21	45.16
GRETNA GUIDE & NEWS	LEGAL ADS	21.04
HDR ENGINEERING, INC	PROF SERVICES LIFT STA EVALUATION 2021/09/26-2021/10/23	1,960.84
J P COOKE COMPANY	NAME PLATE-CLARK	40.80
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	106.04
ONE CALL CONCEPTS	DIGGERS HOTLINE MONTHLY LOCATES	696.76
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE- OCT 2021	120.96
RELIANCE STANDARD LIFE INSURANCE	LIFE INSURANCE-OCT 2021	58.09
RELIANCE STANDARD LIFE INSURANCE	LTD INSURANCE-OCT 2021	84.74
SARPY CO REGISTER OF DEEDS	RECORDING SIDEWALK WAIVER FEE	10.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - OCTOBER 2021	115.74
		<hr/>
		\$ 18,260.17

PARKS

ALEXANDER LAWN & LANDSCAPE, INC	MOW CYCLE 12	9,721.90
A-RELIEF SERVICES	PORTABLE RESTROOMS-CITY PARKS	684.00
BEST CUT LAWN CARE	MOWING-SEPT 2021 FOX RIDGE	6,207.05
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	14.68
CENTURY LINK	MONTHLY SERVICE 2021/10/22-2021/11/21	33.87
FARMERS NATIONAL COMPANY	POND MAINTENANCE-OAKHURST	300.00
HDR ENGINEERING, INC	PROF SERVICES-AHP MASTER PLAN 2021/09/26-2021/10/23	1,451.00
HUGHES MULCH PRODUCTS	MULCH	1,600.00
HUGHES TREE SERVICE	TREE REMOVAL	4,100.00
MENARDS	PAINT SUPPLIES, BED LINER, HITCH COVER	490.69
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/09/09-2021/10/11	148.56
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/08/31-2021/09/29	2,797.78
PRECISE MRM LLC	FLAT DATA PLAN	200.00
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE- OCT 2021	332.64
RELIANCE STANDARD LIFE INSURANCE	LIFE INSURANCE-OCT 2021	95.93
RELIANCE STANDARD LIFE INSURANCE	LTD INSURANCE-OCT 2021	104.83
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - OCTOBER 2021	3,719.26
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	27.30
WESTLAKE ACE HARDWARE	SPRAY PAINT, GRAFITTI REMOVER	62.32
		<hr/>
		\$ 32,091.81

RECREATION

CENTURY LINK	MONTHLY SERVICE 2021/10/22-2021/11/21	47.55
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE- OCT 2021	60.48
RELIANCE STANDARD LIFE INSURANCE	LIFE INSURANCE-OCT 2021	26.22
RELIANCE STANDARD LIFE INSURANCE	LTD INSURANCE-OCT 2021	33.95
TIDAL WAVE AUTO WASH	CPS-CAR WASH	16.05
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - OCTOBER 2021	424.50
		<hr/>
		\$ 608.75

MINUTE RECORD

CLAIMS FOR NOVEMBER 16, 2021

PAGE 4

BUILDING MAINTENANCE

BIG RED LOCKSMITHS	DUPLICATE KEYS, DEADBOLTS	264.00
CENTURY LINK	MONTHLY SERVICE 2021/10/22-2021/11/21	3.76
ECHO GROUP, INC	ELECTRICAL SUPPLIES	23.81
FERGUSON ENTERPRISES INC #1657	PLUMBING SUPPLIES, GRIPPER PLUG	744.20
IDEAL PURE WATER COMPANY	BOTTLED WATER	27.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	108.39
KB BUILDING SERVICES	JANITORIAL SERVICES-NOV 2021	10,918.50
MENARDS	PRIMER, VALVES, COUPLINGS, BATTERIES, BALLASTS, PIPE HEATING CABLE, DISINFECTANT, TOOLS	350.41
MMC MECHANICAL CONTRACTORS, INC	A/C NOT WORKING-MEN'S LOCKER ROOM	2,355.75
MMC MECHANICAL CONTRACTORS, INC	DEHUMIDIFIER REPLACEMENT-1510 WALL ST	4,713.00
OMAHA PNEUMATIC EQUIPMENT CO	COMPRESSOR MAINTENANCE-DIST 1	1,539.28
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/09/10-2021/10/08	1,626.24
OVERHEAD DOOR COMPANY	REPLACE BEARINGS, ADJUSTED-DIST 4	262.00
OVERHEAD DOOR COMPANY	REPAIR DOOR-DIST 3	338.00
PAUL DAVIS SYSTEMS OF OMAHA, INC	CHARGE FOR BOARD-UP SERVICES-S 39TH ST	296.57
PERFECT FINISH FLOORING	FLOORING -DIST 1 DAY ROOM	3,696.68
PILGRIM LANDING GARDEN CLUB	REIMB PLGC EXPENSES	70.30
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE- OCT 2021	211.68
RELIANCE STANDARD LIFE INSURANCE	LIFE INSURANCE-OCT 2021	63.11
RELIANCE STANDARD LIFE INSURANCE	LTD INSURANCE-OCT 2021	72.76
ROTO-ROOTER SERVICES CO	CLEAR BATHROOM DRAIN PIPE-DIST 1	374.00
SECURITY EQUIPMENT	SECURITY MONITORING	2,262.00
SHERWIN WILLIAMS CO	PAINT AND SUPPLIES-BALDWIN	543.08
TRICO MECHANICAL SERVICES	AC SERVICE-TOWER SITE	180.25
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - OCTOBER 2021	371.46
UTILITY EQUIPMENT COMPANY	PVC TEE, COUPLING-DOWDING	48.02
WESTLAKE ACE HARDWARE	PLUNGERS, SUPPLIES	45.10
		\$ 31,509.35

CEMETERY

CENTURY LINK	MONTHLY SERVICE 2021/10/22-2021/11/21	3.76
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/09/21-2021/10/20	112.41
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE- OCT 2021	60.48
RELIANCE STANDARD LIFE INSURANCE	LIFE INSURANCE-OCT 2021	18.37
RELIANCE STANDARD LIFE INSURANCE	LTD INSURANCE-OCT 2021	22.45
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - OCTOBER 2021	250.66
		\$ 468.13

STREETS

BEST CARE EAP	DRUG TESTING	550.00
CARHARTT, INC	CPS-UNIFORM-H JENTZ	114.72
CENTURY LINK	MONTHLY SERVICE 2021/10/22-2021/11/21	33.87
HGM ASSOCIATES INC	2021 BRIDGE INSP THRU OCT 15, 2021	3,471.48
IMSA	CPS-MANUAL STUDY GUIDE-TRAFFIC TECH-CHAVEZ, HERTZIG	1,445.60
J & J SMALL ENGINE SERVICE	CHAIN SAW BAR, BLADE	69.35
KEYMASTER OF OMAHA	DOOR AND GATE KEYS	140.00
LAKEVIEW CONSTRUCTION	2021 CONCRETE PROJECT BPW-210102	36,578.39
LYMAN RICHEY SAND & GRAVEL	SAND/GRAVEL	7,498.19
MARTIN ASPHALT	ASPHALT TACK	788.10
MENARDS	FENCING MATERIAL, CONNECTORS, TERM POSTS, RAILING	920.88

MINUTE RECORD

CLAIMS FOR NOVEMBER 16, 2021

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STREETS (cont'd)

MIDWEST FENCE COMPANY	REPAIR WOODEN FENCE-53RD & HARRISON	4,373.00
NEBRASKA AIR FILTER	PLEATED FILTERS	800.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/08/31-2021/09/29	15,188.86
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/09/29-2021/10/28	72,119.46
OMNI	2021 OVERLAY PROJECTS	35,330.92
OMNI	ASPHALT	2,585.03
PRECISE MRM LLC	POOLED DATA FOR GPS UNITS	1,104.00
READY MIXED CONCRETE COMPANY	CONCRETE	6,382.28
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE- OCT 2021	876.96
RELIANCE STANDARD LIFE INSURANCE	LIFE INSURANCE-OCT 2021	284.17
RELIANCE STANDARD LIFE INSURANCE	LTD INSURANCE-OCT 2021	338.05
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - OCTOBER 2021	3,456.83
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	54.91
WESTLAKE ACE HARDWARE	PRO GAS, TORCH KIT, BATTERIES	89.57
WILBUR ELLIS	HERBICIDE	758.70
		\$ 195,353.32

FLEET MAINTENANCE

911 CUSTOM, LLC	CHARGE GUARD, CONSOLE, MOTION ADAPTER, T-RAIL MOUNT	1,630.32
ARROW TOWING	TOW CHARGE-ST139	250.00
AUTO VALUE PARTS - SOUTH OMAHA	EXTERIOR DOOR HANDLE, CALIPERS, WATER PUMP	509.81
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS, BRAKE FLUID	542.96
BAUER BUILT	TIRES	530.44
BAXTER CHRYSLER DODGE JEEP	PCV VALVE, UPPER ARM, STRUT TENSIONER, SEAT CUSHION, ENGINE SUPPORT	693.04
BAXTER FORD	FILTERS, BRACKETS, SLEEVES, MOULDING	705.26
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	47.19
CENTURY LINK	MONTHLY SERVICE 2021/10/22-2021/11/21	26.35
CORNHUSKER INTERNATIONAL TRUCKS	SUPPORT KITS, GASKETS, FILTERS, CORE	8,248.34
CUMMINS SALES AND SERVICE	SENSORS -TRUCK 21	265.34
DULTMEIER SALES LLC	POLY FITTINGS	13.23
FARM PLAN	STARTER MOTOR REMAN	524.00
HENDERSON PRODUCTS, INC	FLOWMETER	787.04
IDEAL PURE WATER COMPANY	COOLER RENTAL-AUG 2021	5.00
INLINE TUBE INC	CPS-PARTS	211.50
INTERSTATE ALL BATTERY CENTER	BATTERY	12.30
INTERSTATE BATTERIES	BATTERIES	1,628.84
J & J SMALL ENGINE SERVICE	PULLEY IDLER	53.84
JIM HAWK TRUCK TRAILERS	LONG STROKES, CONNECTORS	156.62
JONES AUTOMOTIVE	CABLE ASSY	37.50
KRIHA FLUID POWER CO	HOSE ASSY, COUPLERS, FITTINGS, PIPE SWIVEL, HOSE ASSEMBLY	780.99
LIBRA SAFETY PRODUCTS	LENS OWELETTES	86.80
LOGAN CONTRACTORS SUPPLY	MATERIAL PUMP AND SWITCH	2,416.13
M.S. FOSTER & ASSOCIATES, INC	CPS-PLOW GUIDANCE LASER	2,841.70
MENARDS	PARTS CLEANER, BRUSH AND HOLDER	31.74
MICHAEL TODD & COMPANY	PLOW MARKERS	278.46
MIDLANDS AUTO REPAIR	ALIGNMENT	70.00
MOUSER ELECTRONICS	CPS-TERMINALS	31.88
NAPA AUTO PARTS	FILTERS, SEALS, CABLES, WIRE, CARB CLEANER, TOPWIND JACK	983.71
NEBRASKA IOWA INDUSTRIAL FASTENERS	DRILL BITS, CONNECTORS, CLAMPS	169.56
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/09/22-2021/10/21	1,032.23

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FLEET MAINTENANCE (cont'd)

O'REILLY AUTOMOTIVE PARTS	WINDOW REGULATOR	58.40
QUALITY TIRES, INC	TIRE FOR STOCK	115.00
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE- OCT 2021	453.60
RELIANCE STANDARD LIFE INSURANCE	LIFE INSURANCE-OCT 2021	150.56
RELIANCE STANDARD LIFE INSURANCE	LTD INSURANCE-OCT 2021	186.50
ROCKMOUNT RESEARCH AND ALLOYS, INC	THREAD REPAIR KITS	509.33
SOUTHERN CARLSON, INC	GRINDER FOR FAB SHOP	179.99
STATE STEEL	STEEL TUBING	2,177.49
TOOL SHED	CARBIDE HOLE CUTTER	61.62
TOYNE, INC	SEAT COVERS	681.22
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - OCTOBER 2021	509.08
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	78.40
WATCHGUARD VIDEO	CABLE ASSEMBLY	75.00
		\$ 30,838.31

SOLID WASTE

PAPILLION SANITATION	GLASS RECYCLING-SEPT 2021	161.57
		\$ 161.57

PLANNING

CAPITAL BUSINESS SYSTEMS, INC	CANNON COPIER, FEEDING UNIT, FINISHER	4,640.00
CENTURY LINK	MONTHLY SERVICE 2021/10/22-2021/11/21	11.29
GRETNA GUIDE & NEWS	LEGAL ADS	18.52
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE- OCT 2021	90.72
RELIANCE STANDARD LIFE INSURANCE	LIFE INSURANCE-OCT 2021	33.28
RELIANCE STANDARD LIFE INSURANCE	LTD INSURANCE-OCT 2021	41.78
		\$ 4,835.59

PERMITS & INSPECTIONS

CENTURY LINK	MONTHLY SERVICE 2021/10/22-2021/11/21	18.82
INDOFF	HANGING FOLDERS	31.98
INTERNATIONAL ASSOCIATION OF PLUMBING AND MECHANICAL OFFICERS	CPS-RENEW LICENSE-RYBAR	70.00
INTERNATIONAL CODE COUNCIL, INC	CPS-RENEW LICENSE-RYBAR	105.00
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE- OCT 2021	241.92
RELIANCE STANDARD LIFE INSURANCE	LIFE INSURANCE-OCT 2021	84.47
RELIANCE STANDARD LIFE INSURANCE	LTD INSURANCE-OCT 2021	105.53
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - OCTOBER 2021	1,211.98
		\$ 1,869.70

POLICE

ASSOCIATION OF THREAT ASSESSMENT	CPS-TRAINING-DUCKER	225.00
AVERY L LOSCHEN	RENT FOR K9 BUILDING-DEC 2021	1,248.00
BENEFIT PLANS	POLICE PENSION PLAN-NOV 2021-MD, JG, MG	8,817.56
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	73.70
CENTURY LINK	MONTHLY SERVICE 2021/10/22-2021/11/21	322.49
DANIEL GERMAN	REIMB TRAINING EXPENSES	526.95
DESERT SNOW	CPS-TRAINING-LARR, SHIVERS, SOLORIO	1,797.00
DON'S PIONEER UNIFORMS	UNIFORM-5 EMP	764.80
FBI NAT'L ACADEMY ASSOCIATION	CPS-TRAINING-BEES, MELVIN	700.00
GALL'S, LLC	RADIO HOLDER, MAG HOLDER	1,020.85
HAMPTON INN & SUITES-RIDGE MALL	CPS-LODGING-BAILEY	534.16
HAMPTON INN-BELLEVUE	CPS-LODGING-ESTEP, LAMPMAN R	354.52
INFOSAFE SHREDDING	SHREDDING SERVICE	120.00

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CLAIMS FOR NOVEMBER 16, 2021

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POLICE (cont'd)

INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE	IACP NET SUBSCRIBER 2021/12/01-2022/11/30	1,225.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	83.13
JOHN MARKVE	REIMB TRAINING EXPENSES	516.54
KALAHARI RESORT & CONVENTION	CPS-CREDIT ON LODGING-MANNING	-184.10
LP POLICE	MONTHLY LOCATE PLAN-OCT 2021	129.95
MARCUS LARR	REIMB PER DIEM FOR TRAINING	229.50
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	354.88
NATIONAL TECHNICAL INVESTIGATORS ASSOC	CPS-TRAINING-BAILEY	2,250.00
NEBRASKA LAW ENFORCEMENT TRAINING CENTER	SDLEA CERTIFICATION FEE- 5 OFFICERS	375.00
NEBRASKA LAW ENFORCEMENT TRAINING CENTER	FTO TRAINING-MARKVE	360.00
NEBRASKA LAW ENFORCEMENT TRAINING CENTER	TABE TEST FEE-S BELTZ	219.00
NORTH TEXAS TOLLWAY AUTHORITY	CPS-TOLL CHARGE IN TEXAS-LAMPMAN	26.27
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/09/10-2021/10/08	36.04
PAOLA INN & SUITES	CPS-LODGING-KEEFE	95.09
PCAN -NEBRASKA	MEMBERSHIP DUES 2022-CLARY, STUKENHOLTZ	75.00
PETCO ANIMAL SUPPLIES	CPS-DOG HOUSE	162.63
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE- OCT 2021	3,720.72
RELIANCE STANDARD LIFE INSURANCE	LIFE INSURANCE-OCT 2021	943.74
RELIANCE STANDARD LIFE INSURANCE	LTD INSURANCE-OCT 2021	1,907.17
REX SPECIALITIES	CPS-GLASSES FOR K9	86.95
SHALEN SHIVERS	REIMB PER DIEM FOR TRAINING	178.50
SMARTFORCE	CPS-TRAINING-DARGY	395.00
THOMAS DARGY	REIMB PER DIEM FOR COMMAND TRAINING	127.50
TRAVELERS	LIABILITY CLAIM #FJB1914	6,362.00
TRAVELOCITY	CPS-AIR FARE-BAILEY	237.61
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - OCTOBER 2021	12,408.33
WALLACE BARN	PEER TRAINING-10 OFFICERS	1,000.00
XTRAINING EQUIPMENT	CPS-WELLNESS EQUIPMENT	359.91
		\$ 50,186.39

FIRE & RESCUE

AIRGAS USA, LLC	OXYGEN	240.44
AMAZON.COM, LLC	KITCHEN APPLIANCES, OFFICE SUPPLIES, SAFETY EQUIPMENT, COFFEE SPPLIES, GRIDDLES	2,740.04
ANDERSON FORD	2021 FORD EXPEDITION 59316	40,828.00
ANDERSON FORD	2021 FORD EXPEDITION 59317	40,828.00
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES AND EQUIPMENT	9,119.04
CENTURY LINK	MONTHLY SERVICE 2021/10/22-2021/11/21	95.93
CREIGHTON UNIVERSITY	2ND HALF PARAMEDIC TUITION-4 EMP	17,200.00
EC DATA SYSTEMS, INC	CPS-SHARE OF FAX SERVER	7.95
ED M FELD EQUIPMENT CO	PIGTAIL SWIVEL END, ANNUAL COMPRESSOR MAINTENANCE	1,058.00
GREAT PLAINS UNIFORMS	UNIFORMS	2,935.49
JANET RYAN	REIMB FOR SERVICE	87.95
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	702.80
MAX I WALKER	UNIFORM CLEANING	9.05
MENARDS	CLEANING SUPPLIES, SUPPLIES	445.92
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/09/08-2021/10/05	42.00
NICHOLAS PIERCE	REIMB FOR LIGHT BULBS	94.25
NORTHERN TOOL & EQUIPMENT	CPS-CHAIN SAWS	2,097.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/09/29-2021/10/28	6,267.14
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE- OCT 2021	2,268.00
RELIANCE STANDARD LIFE INSURANCE	LIFE INSURANCE-OCT 2021	652.49

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CLAIMS FOR NOVEMBER 16, 2021

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FIRE & RESCUE (cont'd)

RELIANCE STANDARD LIFE INSURANCE	LTD INSURANCE-OCT 2021	1,032.80
ROUNDHOUSE BUNKER GEAR REPAIR SERVICES, LLC	UNIFORM- J WEBER	420.68
TED'S MOWER SALES & SERVICE	NEW CARBIDE TOOTH, CHAIN, SHARPEN BLADE	140.40
THE NEBRASKA MEDICAL CENTER	MEDICAL DIRECTOR-Q1 (JUL-SEP 2021)	11,132.44
U.S. CELLULAR	MONTHLY SERVICE 2021/10/09-2021/11/08	472.32
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - OCTOBER 2021	7,650.30
WESTLAKE ACE HARDWARE	PADLOCKS, SPRAY PAINT, TAPE, SAW BLADES	190.57
ZIRMED, INC	MONTHLY PROF CLAIMS MGT FEE	490.34
ZOLL DATA SYSTEMS INC	FRMS/RMS CONTRACTUAL NOV 2021	1,105.00
		\$ 150,354.34

NON-DEPARTMENTAL/CONTRACTS

CENTURY LINK	MONTHLY SERVICE 2021/10/22-2021/11/21	516.53
LOCKTON COMPANIES, LLC	WELLNESS PROGRAM-OCT 2021	1,815.00
SCOTT WELCH	CPS-MONTHLY WEB DESIGN	125.00
		\$ 2,456.53

INFORMATION TECHNOLOGY

AMAZON.COM, LLC	CPS-WALL CHARGER	77.00
DELL MARKETING L.P.	MONITOR	162.79
HOSTGATOR.COM	CPS-MONTHLY DOMAIN MAINTENANCE	69.95
SHI INTERNATIONAL CORP	ADOBE SOFTWARE FOR IT	4,020.60
VERTIV CORPORATION	UPS EQUIPMENT FOR IT	2,448.60
		\$ 6,778.94

WASTEWATER

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	69.17
CENTURY LINK	MONTHLY SERVICE 2021/10/13-2021/11/12	462.99
CITY OF OMAHA	SEWER FEES-AUG 2021	548,163.47
ELLIOTT EQUIPMENT CO	REPAIR 2019 FREIGHTLINER	1,604.69
GRAINGER	GLOVES	117.72
HANEY SHOE STORE	SAFETY BOOTS-LISKA	164.90
HDR ENGINEERING, INC	PROF SVC LIFT STA EVALUATION (2) 2021/09/26-2021/10/23	6,293.99
HDR ENGINEERING, INC	PROF SVC WW CONNECTION EVAL 2021/09/26-2021/10/23	3,421.32
MENARDS	5 GAL PAILS, T-POSTS, SOAP, WATER, STRAPS, HITCH PIN	259.84
MID AMERICA CLEANING SYSTEMS, INC	PRESSURE WASHER, HOSE REEL	4,405.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/09/10-2021/10/08	3,325.48
PIONEER INDUSTRIAL CORPORATION	SEALS FOR LIFT STATIONS	1,644.90
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE- OCT 2021	332.64
RELIANCE STANDARD LIFE INSURANCE	LIFE INSURANCE-OCT 2021	94.83
RELIANCE STANDARD LIFE INSURANCE	LTD INSURANCE-OCT 2021	113.24
TRITON HYDROTOOLS	HOSE MENDER	338.00
U.S. CELLULAR	MONTHLY SERVICE 2021/10/09-2021/11/08	383.76
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - OCTOBER 2021	2,020.14
		\$ 573,216.08

COMMUNITY BETTERMENT

NEBRASKA DEPARTMENT OF REVENUE	QRTLTY LOTTERY TAX 51-C 2021/07/01-2021/09/30	51,778.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE ENDING 2021/10/26	100.18
		\$ 51,878.18

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CLAIMS FOR NOVEMBER 16, 2021

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COMMUNITY DEVELOPMENT

BELLEVUE VOLUNTEER FIRE DEPT	BVFD FACILITY UPGRADE-FINAL	7,171.00
MARATHON VENTURES	SURFACE MILL, ASPHALT RESURFACING	10,364.56
		<u>\$ 17,535.56</u>

FEDERAL FORFEITURES

CLYDE ARMORY	RIFLE ACCESSORIES	6,430.00
		<u>\$ 6,430.00</u>

G.O. BONDS

UMB BANK - TRUST OPERATIONS	UMB AGENT FEES 2020-06-04 thru 2021-05-31	2,400.00
UMB BANK - TRUST OPERATIONS	ADMIN FEE 2021/06/01-2022/05/31	112.50
		<u>\$ 2,512.50</u>

TOTAL CLAIMS FOR NOVEMBER 16, 2021	\$ 1,209,611.84
TOTAL PAYROLL FOR OCTOBER 29, 2021	\$ 1,143,451.22

City of Bellevue Nebraska

Office of the Mayor

PROCLAMATION

Whereas: Brandon Schutt is a Bellevue East Senior and a member of the Bellevue East High School Cross Country Team; and

Whereas: Brandon was running in a meet on October 15, 2021 and noticed an individual from the opposing team collapse; and

Whereas: Without hesitation Brandon stopped and helped Blake Cervený from Omaha Burke to the finish line; and

Whereas: despite Brandon knowing this was his senior year and could be one of his final races "I just decided I was going to help him to the finish"; and

Therefore, the City of Bellevue wishes to recognize the dedication and efforts of Brandon, and for showing the Bellevue Community what a true Hero is!!

Now Therefore, I, Mayor Rusty Hike, do hereby declare, November 16th, 2021 as Brandon Schutt day in this great City of Bellevue, Nebraska.

Rusty Hike, Mayor



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 11/16/2021		SUBMITTED BY: Tammi Palm		Planning Manager	
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input checked="" type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	<input type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Request to rezone Lot IC, Except Part for NRD, Palmtag's Subdivision; that part of Tax Lot F1A and Part of Tax Lot J southwesterly of NRD taking; and Tax Lot F1B and Part of Tax Lot H; all located in the Southwest 1/4 of Section 11, T13N, R13E of the 6th P.M., Sarpy County, NE, from BNH to ML for the purpose of industrial development. Applicant: Zapo, LLC. General location: Fort Crook Rd. S. and Fairview Rd.

SYNOPSIS/BACKGROUND:

Zapo, LLC is requesting a 62.5 acre tract of land at the northeast corner of Fort Crook Road South and Fairview Road be rezoned from BNH (Heavy Neighborhood Business) to ML (Light Manufacturing) for the purpose of future light industrial development. The Future Land Use Map shows this area as light industrial. No platting is being requested at this time.

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:

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

ATTACHMENTS:

1. PC Recommendation	2. Staff Report	3. Ordinance No. 4062
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Breyer-Kollins
[Signature]
[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Zapo, Inc.

Case #'s: Z-2109-15

CITY COUNCIL HEARING DATE: December 7, 2021

REQUEST: to rezone Lot 1C, Except Part for NRD, Palmtag's Subdivision; that part of Tax Lot F1A and Part of Tax Lot J southwesterly of NRD taking; and Tax Lot F1B and Part of Tax Lot H; all located in the Southwest ¼ of Section 11, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

On October 28, 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 and Comprehensive Plan, as well as lack of perceived negative impact upon the surrounding area.

VOTE:

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

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

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBER: Z-2109-15

FOR HEARING OF:

REPORT #1: October 28, 2021

REPORT #2: December 7, 2021

I. GENERAL INFORMATION

A. APPLICANT:

Zapo, Inc.
Kyle Peterson
11516 Miracle Hills Drive, Suite 400
Omaha, NE 68154

B. PROPERTY OWNER:

Fox Creek Properties LLC
4901 G Street
Omaha, NE 68117

C. GENERAL LOCATION:

Fort Crook Road South and Fairview Road

D. LEGAL DESCRIPTION:

Lot 1C, Except Part for NRD, Palmtag's Subdivision; that part of Tax Lot F1A and Part of Tax Lot J southwesterly of NRD taking; and Tax Lot F1B and Part of Tax Lot H; all located in the Southwest ¼ of Section 11, T13N, R13E of the 6th P.M., Sarpy County, NE.

E. REQUESTED ACTION:

1. Rezone Lot 1C, Except Part for NRD, Palmtag's Subdivision; that Part of Tax Lot F1A and Part of Tax Lot J southwesterly of NRD taking; and Tax Lot F1B and Part of Tax Lot H; all located in the Southwest ¼ of Section 11, T13N, R13E of the 6th P.M., Sarpy County, NE, from BNH to ML.

F. EXISTING ZONING AND LAND USE:

BNH, Vacant/Agricultural

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a rezoning to enable light manufacturing development.

H. SIZE OF SITE:

The site is approximately 62.54 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The property is presently vacant and being used agriculturally.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Papio Creek
- 2. **East:** Papio Creek
- 3. **South:** Vacant/Agricultural, AG (across Fairview Rd)
- 4. **West:** Vacant, ML (across Fort Crook Road)

C. REVELANT CASE HISTORY:

On October 28, 2021, the Planning Commission recommended approval of a request to rezone Lot 1C, Except Part for NRD, Palmtag's Subdivision; that part of Tax Lot F1A and Part of Tax Lot J southwesterly of NRD taking; and Tax Lot F1B and Part of Tax Lot H; all located in the Southwest ¼ of Section 11, T13N, R13E of the 6th P.M., Sarpy County, NE, from BNH to ML for the purpose of industrial development.

D. APPLICABLE REGULATIONS:

- 1. Section 5.27, Zoning Ordinance, regarding ML uses and requirements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. The MAPA Traffic Flow Map estimates 2,400 vehicles per day along Fort Crook Road South adjacent to this property.
2. This property has access from Fort Crook Road South.

D. UTILITIES:

All utilities are available to this location or will be brought in to serve the future development.

E. ANALYSIS:

1. Kyle Peterson, on behalf of Zapo, LLC., has submitted a request to rezone Lot 1C, Except Part for NRD, Palmtag's Subdivision; that Part of Tax Lot F1A and Part of Tax Lot J southwesterly of NRD taking; and Tax Lot F1B and Part of Tax Lot H; all located in the Southwest ¼ of Section 11, T13N, R13E of the 6th P.M., Sarpy County, NE from BNH to ML.

2. This property is presently zoned BNH. The applicant is requesting a zoning change to ML to facilitate light industrial development. No platting is being requested at this time.

3. This property lies north of the intersection of Fort Crook Road South and Fairview Road. The property presently has one access point set along Fort Crook Road South. The Nebraska Department of Transportation (NDOT) controls access in this area. Any change in access for this property will need to be coordinated with NDOT.

4. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, and the Bellevue Public School District. The cover letter indicated a deadline to send comments back to the Planning Department and stated if the requested department did not have comments pertaining to the application, no response was needed.

Krista Hoffart, Offutt AFB Community Planner, stated the site is not located within Offutt's Accident Potential Zones or noise contours. She did request any future industrial development not create any potentially hazardous to flight scenarios, such as emitting smoke, creating inviting areas for bird congregation, or excessive lighting.

No other comments were received on this case.

5. The intent of the ML district is to provide for a wide range of commercial and industrial uses, all of which shall be able to meet comparatively rigid specifications as to nuisance free performance.

6. The Future Land Use Map of the Comprehensive Plan designates this area as light industrial.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

VI. ATTACHMENTS TO REPORT

1. Vicinity map/Zoning Map
2. GIS aerial photo of the property
3. Letter from Kyle Peterson received September 23, 2021

VII. COPIES OF REPORT TO:

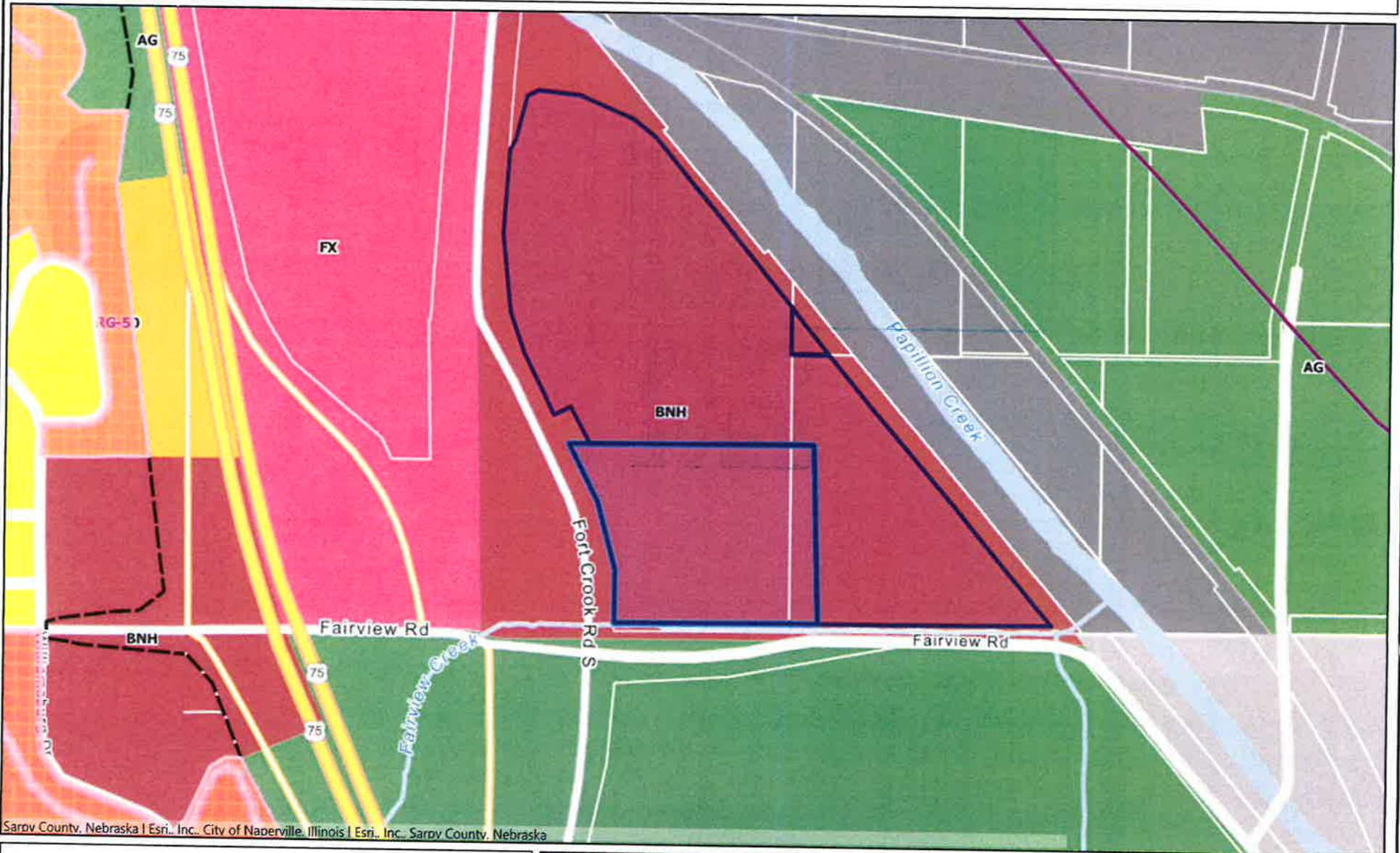
1. Zapo, LLC/Kyle Peterson
2. Fox Creek Properties, LLC
3. Public Upon Request

Assistant Planning Manager

Sammi R. Palm 11/09/21

Planning Manager

Date of Report



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



Map Scale 1: 9028

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Notes



Fort Creek Rd and Fairview Road



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



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Notes



11516 Miracle Hills Drive
Suite 400
Omaha, NE 68154

Main: +1 402 345 5866
colliers.com



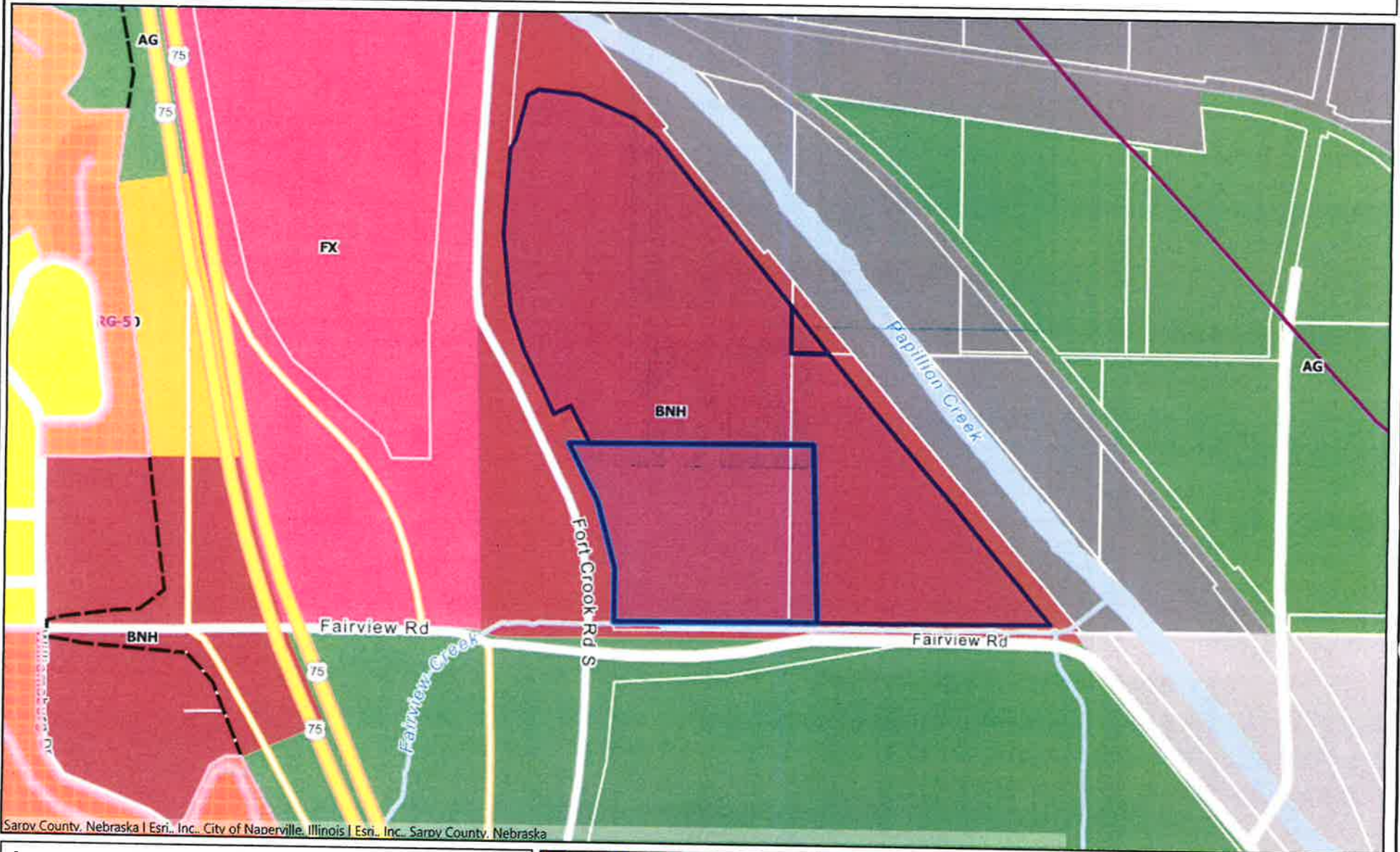
Written Justification of Zoning Change for:
Parcel # 010629262 - TAX LOT F1B & PT OF TAX LOT H 11-13-13 (15.95 acres)
Parcel # 010629289 - PT TAX LOT F1A & PT TAX LOT J
EXC PT TAKEN FOR NRD 11-13-13 (46.23 ac)
Parcel # 010433163 - LOT 1C EXC PT FOR NRD PALMTAG'S SUBDIVISION (.36 ac)

The three parcels identified above are currently zoned BNH (Heavy Neighborhood Business) but are not currently being used for agricultural purposes. An excavation company has been placing compacted fill from construction sites in the Omaha Metropolitan Area on the property since 2016. We intend to build up to 700,000 square feet of warehouse/light industrial buildings that will phase in over a market driven period (ideally 3-5 years maximum) and such development will require a zoning change to ML (Light Manufacturing District). This use is consistent with the City of Bellevue's most recent Master Plan and development recommendations. Our ownership group feels the location of the parcels, the lack of competing properties in close proximity and ultimately the market demand for industrial product will lead to a positive outcome on the site and the surrounding area. We appreciate your consideration.

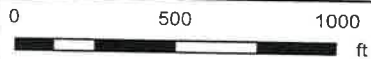
Kyle Peterson
CEO, Principal | Nebraska
Colliers

September 23, 2021

RECEIVED
SEP 23 2021
PLANNING DEPT.



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



Map Scale 1: 9028

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Notes





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



Map Scale 1: 9028

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Notes



ORDINANCE NO. 4062

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

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

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

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

Lot 1C, Except Part for NRD, Palmtag's Subdivision; that part of Tax Lot F1A and Part of Tax Lot J southwesterly of NRD taking; and Tax Lot F1B and Part of Tax Lot H; all located in the Southwest ¼ of Section 11, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

From BNH (Heavy Neighborhood Business District) to ML (Light Manufacturing District).

(Zapo, Inc.)

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

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

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

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

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

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 11/16/2021		SUBMITTED BY: Tammi Palm		Planning Manager	
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>		SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input checked="" type="checkbox"/>		PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>		CURRENT BUSINESS <input type="checkbox"/>		OTHER <input type="checkbox"/>	

SUBJECT:

Request to rezone Lots 1 and 2, Marchio's Subdivision Replat 1, being a replat of Lot 1, Marchio's Subdivision, from RE to RS-120 for the purpose of single-family residential development; and small subdivision plat of Lots 1 and 2, Marchio's Subdivision Replat 1. Applicant: Sebastian Enzolera. General location: 421 Bellevue Blvd N.

SYNOPSIS/BACKGROUND:

Sebastian Enzolera has submitted a request to rezone and replat a one acre, single family residential lot into two single family residential lots. This would result in one additional single family residence. The proposed zoning request is to rezone the property from RE (Residential Estates) to RS-120 (Single Family Residential, 12,000 Square Foot Zone). The request is in conformance with the Future Land Use Map of the Comprehensive Plan.

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:

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

ATTACHMENTS:



1. <input type="text" value="PC Recommendation"/>	2. <input type="text" value="Staff Report"/>	3. <input type="text" value="Ordinance No. 4063"/>
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: Sebastian Enzolera

CASE #'s Z-2109-16, S-2109-22

CITY COUNCIL HEARING DATE: December 7, 2021

REQUEST: to rezone Lots 1 and 2, Marchio's Subdivision Replat 1, being a replat of Lot 1, Marchio's Subdivision, from RE to RS-120 for the purpose of single-family residential development; and small subdivision plat of Lots 1 and 2, Marchio's Subdivision Replat 1.

On October 28, 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 Comprehensive Plan, as well as lack of perceived negative impact upon the surrounding area.

VOTE:

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

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

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2109-16
S-2109-22

FOR HEARING OF:
REPORT #1: October 28, 2021
REPORT #2: December 7, 2021

I. GENERAL INFORMATION

A. APPLICANT:

Sebastian Enzolera
1609 Grove Road
Bellevue, NE 68005

B. PROPERTY OWNER:

Nicholas and Jennifer Enzolera
1609 Grove Road
Bellevue, NE 68005

C. GENERAL LOCATION:

421 Bellevue Blvd North

D. LEGAL DESCRIPTION:

Lots 1 and 2, Marchio's Subdivision Replat 1, being a replat of Lot 1, Marchio's Subdivision.

E. REQUESTED ACTIONS:

1. Rezone Lots 1 and 2, Marchio's Subdivision Replat 1, from RE to RS-120.
2. Small Subdivision plat Lots 1 and 2, Marchio's Subdivision Replat 1.

F. EXISTING ZONING AND LAND USE:

RE, Single-family Residential

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a change of zone and small subdivision plat to create an additional single family residential lot.

H. SIZE OF SITE:

The site is approximately 1.07 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

Proposed Lot 1 is developed with a single-family residence built in 1929, an existing garage to the north, and an existing shed to the south.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Single Family Residential, RS-84
- 2. **East:** Single Family Residential, RE
- 3. **South:** Single Family Residential, RE
- 4. **West:** Single Family Residential (across Bellevue Blvd N), RS-120

C. REVELANT CASE HISTORY:

On October 28, 2021, the Planning Commission recommended approval of a request to rezone Lots 1 and 2, Marchio’s Subdivision Replat 1, being a replat of Lot 1, Marchio’s Subdivision, from RE to RS-120 for the purpose of single-family residential development; and small subdivision plat of Lots 1 and 2, Marchio’s Subdivision Replat 1.

D. APPLICABLE REGULATIONS:

- 1. Section 5.08, Zoning Ordinance, regarding RS-120 uses and requirements.
- 2. Chapter 5, Subdivision Regulations, regarding small subdivisions.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data information available for this area.
2. The property has access from Bellevue Blvd North.

D. UTILITIES:

All utilities are available to serve this development.

E. ANALYSIS:

1. Sebastian Enzolera has submitted a request to small subdivision plat Lots 1 and 2, Marchio's Subdivision Replat 1. In conjunction with the plat, the applicant is requesting a change of zone from RE to RS-120.

2. The RS-120 (Single Family Residential) District is intended for the purpose of allowing single-family residential developments and other compatible uses on relatively ample sized lots.

The minimum lot size in the RS-120 zone is 12,000 square feet. Each of the proposed lots meets the minimum RS-120 zoning requirements.

3. There is an existing single-family residence, garage, and shed on proposed Lot 1. A family member intends to build a single-family residence on proposed Lot 2.

4. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Planning Director, Sarpy County Deputy County Administrator, Sarpy County Public Works Department, and the Bellevue 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, requested technical revisions to the plat. The applicant's engineer has satisfied this request.

No other comments were received on this case.

5. The proposed RS-120 zoning 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 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 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. Letter from the Nicolas Enzolera received September 24, 2021
4. Small Subdivision plat received October 14, 2021
5. As-built Plot Plan received September 24, 2021
6. Letter from Kenneth and Edith German received October 25, 2021

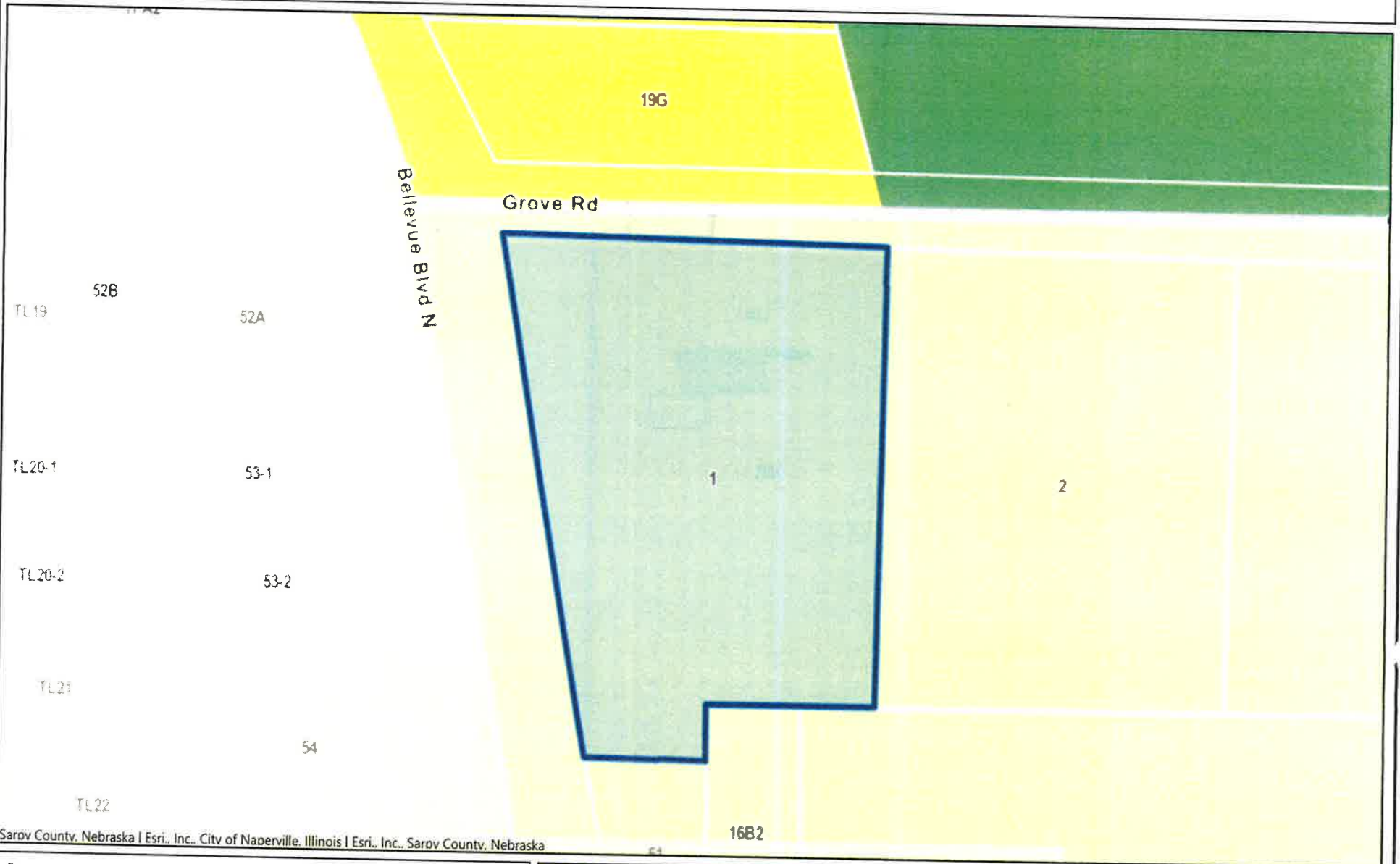
VII. COPIES OF REPORT TO:

1. Nicholas Enzolera
2. Sebastian Enzolera
3. William White, Ehrhart Griffin & Associates
4. Public Upon Request

Assistant Planning Manager

Jammi J. Palm 11/09/21

Planning Manager: Date of Report



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



Map Scale 1: 1128

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Notes





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Notes



To the City of Bellevue Planning Department,

My name is Nicholas Enzolera. I am requesting the re-plat of my property at 421 Bellevue Blvd. N. in order to sell the proposed vacant lot to my parents so they can build a new house on that property.

Sincerely,



Nicholas Enzolera

RECEIVED
SEP 24 2021
PLANNING DEPT.

MARCHIO'S SUBDIVISION REPLAT 1

LOTS 1 AND 2,
BEING A REPLAT OF LOT 1, MARCHIO'S SUBDIVISION,
CITY OF BELLEVUE,
IN THE SOUTHEAST QUARTER OF SECTION 23,
TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M.,
SARPY COUNTY, NEBRASKA.

RE
OCT 14 2021
PLANNING DEPT.

PROJECT NO.

NO.	DESCRIPTION	DATE	BY

EHRHART GRIFFIN & ASSOCIATES

3552 Fernon Street
Omaha, Nebraska 68131
402.720-0831

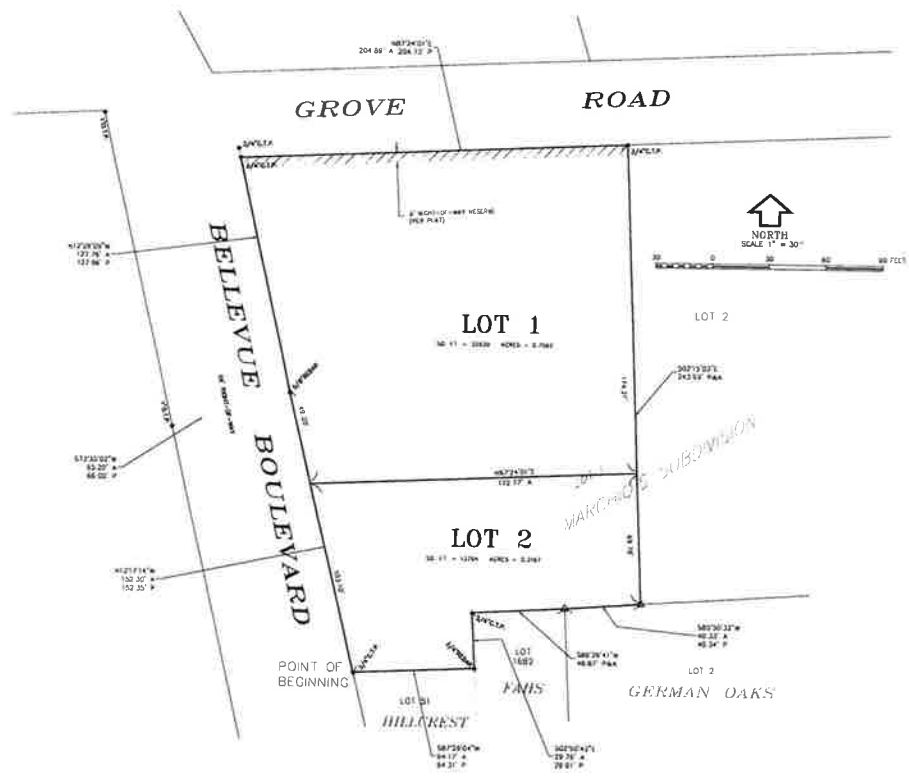
- ENGINEERING
- PLANNING
- LAND SURVEYING

MARCHIO'S SUBDIVISION REPLAT 1
A SMALL SUBDIVISION
BELLEVUE, NEBRASKA

DATE DESIGNED BY:
DRAWN BY:
CHECKED BY:
CREW:



SHEET NO.
1



DEDICATION
KNOW ALL MEN BY THESE PRESENTS THAT WE
NICHOLAS S. ENZLERA AND JENNIFER A. ENZLERA
BEING THE OWNERS OF THE PROPERTY DESCRIBED WITHIN THE LAND SURVEYOR'S
CERTIFICATION AND ENCLOSED WITHIN THIS PLAT HAVE CAUSED SAID LAND TO BE
REPLATED INTO LOTS TO BE NUMBERED AS SHOWN, SAID ADDITION TO BE HEREBY
KNOWN AS
MARCHIO'S SUBDIVISION REPLAT 1
AND WE DO HEREBY GRANT AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS
SHOWN ON THIS PLAT. WE HEREBY GRANT A PERPETUAL EASEMENT TO THE SARPY
PUBLIC POWER DISTRICT AND CERTAINLY AND ANY COMPANY WHICH HAS BEEN
GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE
SUBDIVIDED. THESE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE, MAINTAIN, REPAIR
AND RENEW PEGS, WHEEL CROSSES, ARMS, DOWN CUPS AND ANCHORS, CABLES, CONDUITS
AND OTHER RELATED ACCESSORIES, AND TO ERECT TENSION TOWERS OR CABLES FOR THE
TRANSMISSION OF SIGNALS AND CABLES OF ALL KINDS AND THE RECEIVING THEREOF,
THROUGH UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND AND THEIR RECEIPTS ON
ALL TRIGHT AND NON TRIGHT LINES, AND AN EIGHT (8) FOOT WIDE STRIP OF LAND
RETAINING THE WEAR BOUNDARY LINES OF ALL LOTS, NO PERMANENT BUILDINGS, TREES
OR OTHER IMPROVEMENTS SHALL BE PLACED IN THE SAID EASEMENT STRIPS, BUT
THE SAME MAY BE USED FOR GRASSES, SHRUBS, LANDSCAPING, SOILMAINT, IMPROVEMENTS,
USES OR RIGHTS HEREBY GRANTED.

IN WITNESS WHEREOF WE DO HEREBY SET OUR HANDS.

NICHOLAS S. ENZLERA _____ DATE _____
JENNIFER A. ENZLERA _____ DATE _____

ACKNOWLEDGEMENT OF NOTARY
STATE OF NEBRASKA)
COUNTY OF _____
ON THIS _____ DAY OF _____ 20____
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, SOLELY QUALIFIED AND COMMISSIONED IN
AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED NICHOLAS S. ENZLERA,
PERSONALLY KNOWN BY ME TO BE THE OWNER, PERSON WHOSE NAME APPEARS ON
THIS PLAT AND HE DO ACKNOWLEDGE THE EXECUTION THEREOF TO BE HIS VOLUNTARY
ACT AND DEED.

NOTARY PUBLIC
MY COMMISSION EXPIRES _____

STATE OF NEBRASKA)
COUNTY OF _____
ON THIS _____ DAY OF _____ 20____
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, SOLELY QUALIFIED AND COMMISSIONED IN
AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JENNIFER A. ENZLERA,
PERSONALLY KNOWN BY ME TO BE THE OWNER, PERSON WHOSE NAME APPEARS ON
THIS PLAT AND HE DO ACKNOWLEDGE THE EXECUTION THEREOF TO BE HIS VOLUNTARY
ACT AND DEED.

NOTARY PUBLIC
MY COMMISSION EXPIRES _____

APPROVAL OF BELLEVUE CITY COUNCIL
THIS PLAT OF MARCHIO'S SUBDIVISION REPLAT 1 WAS APPROVED BY THE BELLEVUE CITY
COUNCIL.
ON THIS _____ DAY OF _____ 20____
WATOR, CITY OF BELLEVUE
BELLEVUE CITY CLERK

REVIEW BY SARPY COUNTY PUBLIC WORKS
THIS PLAT OF
MARCHIO'S SUBDIVISION REPLAT 1
WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE.
ON THIS _____ DAY OF _____ 20____
SARPY COUNTY SURVEYOR/ENGINEER

APPROVAL OF BELLEVUE PLANNING COMMISSION
THIS PLAT OF MARCHIO'S SUBDIVISION REPLAT 1 WAS APPROVED BY THE BELLEVUE
PLANNING COMMISSION.
ON THIS _____ DAY OF _____ 20____
BELLEVUE PLANNING COMMISSIONER

COUNTY TREASURER'S CERTIFICATE
THIS IS TO CERTIFY THAT I HAD NO RECORDS OR SPECIAL TAXES DUE OR
BEING PAID AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S
CERTIFICATE AND ENCLOSED IN THIS PLAT AS SHOWN IN THE RECORDS OF THIS OFFICE.

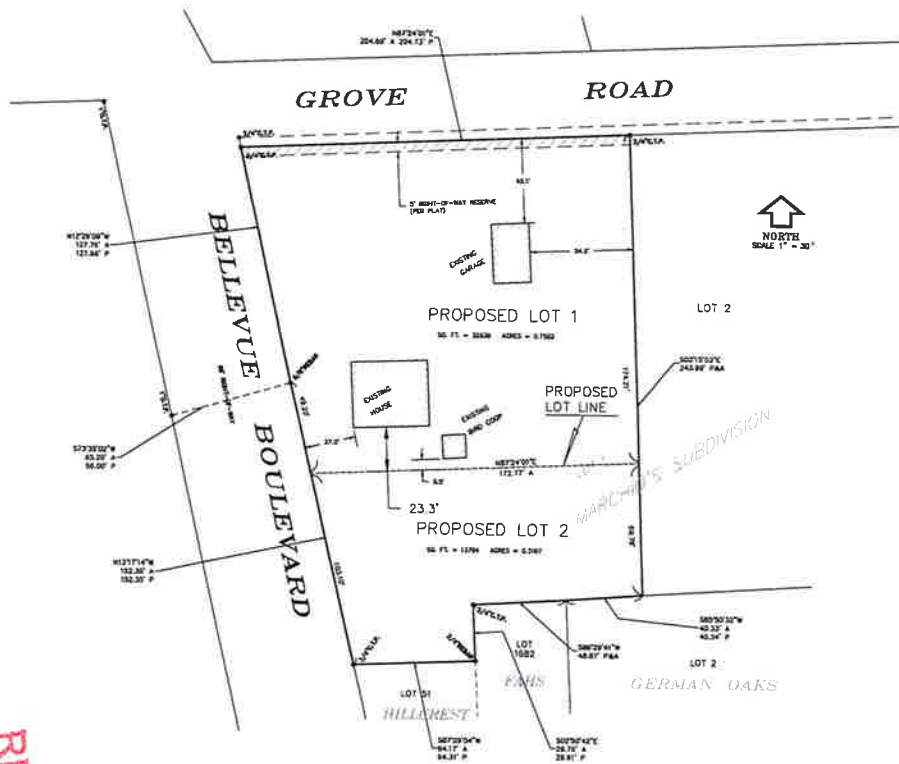
COUNTY TREASURER
DATE _____

SURVEYOR'S CERTIFICATE
I, SHANE BAKER, THE UNDERSIGNED REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE ACCURATELY SURVEYED AND STAKED WITH HIGH PINS, ALL
CORNERS OF ALL LOTS AND ANGLE POINTS IN MARCHIO'S SUBDIVISION REPLAT 1, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
MARCHIO'S SUBDIVISION REPLAT 1, CONTAINING LOTS 1 AND 2, AND BEING A REPLAT OF LOT 1, MARCHIO'S SUBDIVISION, A SUBDIVISION AS SURVEYED, PLATTED AND
RECORDED IN SARPY COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 1, THENCE NORTH 187°14' WEST ON THE WEST LINE OF SAID LOT 1, A DISTANCE OF 132.00 FEET; THENCE NORTH
172°20' WEST ON THE WEST LINE OF SAID LOT 1, A DISTANCE OF 127.76 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 87°24' EAST ON THE
NORTH LINE OF SAID LOT 1, A DISTANCE OF 204.88 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 73°50' EAST ON THE EAST LINE OF SAID LOT
1, A DISTANCE OF 143.88 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE WEST 1°04' ON THE SOUTH LINE OF SAID LOT 1, THE NEXT A CALL, SOUTH
85°52' W. 45.31 FEET; SOUTH 88°24' W. 84.87 FEET; SOUTH 02°04' EAST, 29.76 FEET; SOUTH 87°50' WEST, 84.17 FEET TO THE POINT OF BEGINNING.

SHANE BAKER, L.C. #LS 7711 _____ DATE _____

- LEGEND**
- - 3/4" IRON REBAR W/ CAP (I.R.W.C.)
 - - FOUND SURVEY POINT
 - - TEMPORARY CONTROL POINT (T.C.P.)
 - - 1/2" LANSQUARE SPRING (L.S.P.)
 - - CONCRETE TOP PILE
 - - OPEN TOP PILE
 - - B.M. & C.M.
 - - 2" IRON DRILL HOLE
 - - CHISELED "X" IN CONCRETE
 - - PLAT DISTANCE
 - - MEASURED DISTANCE
 - - RECORDED DISTANCE
 - - CHAINED DISTANCE
 - - UNLINED NOTES OTHERWISE

RECEIVED
 SEP 24 2021
 PLANNING DEPT.



LEGEND

△ - SET 5/8" IRON W/ CAP (U.A.D.)	SDA - IRON SINK HOLE
● - FOUND SURVEY POINT	CC - CHISEL W/ IN CONCRETE
△ - TOPGRAPHY CONTROL POINT (T.C.P.)	P - PLAT DISTANCE
△ - CONTROL POINT (C.P.)	A - ACTUAL DISTANCE
CTA - CHANGED TOP PINE	R - RECORDED DISTANCE
CTB - OPEN TOP PINE	C - COMPACTED DISTANCE
SET - SET & CAP	U.A.D. - UNLESS NOTED OTHERWISE

LEGAL DESCRIPTION
 LOT 1, MARCHIONIS SUBDIVISION IN BELLEVUE AS SURVEYED, PLATTED AND RECORDED IN SAPPY COUNTY, NEBRASKA.

LAND SURVEYOR'S CERTIFICATE
 I HEREBY CERTIFY THAT THIS PLAN, SPEC. SURVEY, OR REPORT WAS MADE BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.
 DATE: 9/23/2021
 WILLIAM A. WHITE, JR.



PROJECT NO.

NO.	DESCRIPTION	DATE	BY

EHRHART GRIFFIN & ASSOCIATES
 3252 Fernon Street
 Omaha, Nebraska 68131
 402 / 331-1621

- ENGINEERING
- PLANNING
- LAND SURVEYING

**421 BELLEVUE BLVD
 SITE PLAN**
 PROPOSED MARCHIONIS SUBDIVISION REPLAT 1
 BELLEVUE, NEBRASKA

DATE: _____
 DESIGNED BY: _____
 DRAWN BY: _____
 CHECKED BY: _____
 CREW: _____

SHEET NO.
 1

411 Bellevue Blvd N
Bellevue, NE 68005
402-731-7284
October 26, 2021

TO: Planning Department
1510 Wall Street
Bellevue, NE 68005

Subject: Case #'s Z-2109-16, S-2109-22 Applicant: Sebastian Enzolera

As residents of an adjacent property since 1974, we are opposed to replat and rezone of Lot 1, Marchio's Subdivision because the proposed lot 2 lies mostly well below the street level which presents the following problems:

- a. Sewer service: The residents of 413 Bellevue Blvd N have a septic tank, but I have seen notices that these are not permitted on new construction. The septic tank service at 413 Bellevue Blvd N currently is unsatisfactory with frequent failures and overflows into the house. Sewage most likely would have to be pumped up to the sewer line along Bellevue Blvd N. Residents in this area who have pumped sewage up to Bellevue Blvd N have not been successful. Residents of 409 Bellevue Blvd N were required to pump their sewage up to the street and they experienced frequent pump failures and subsequent overflows in their basement (eventually fixed by connecting to sewer line in the valley east of the house). For the proposed lot 2, connecting to sewer lines to the north along Grove Road or to the east would have to pass through one or more properties owned by others. No such easements have been provided in the application.
- b. Parking: Access from the Bellevue Blvd N to the proposed lot2 is very steep. The property to the immediate south (413 Bellevue Blvd N) is similarly sloped and their access to Bellevue Blvd N is some 100 feet south of their property line, a situation that (to my knowledge) has existed since before 1973. They cannot access the street directly from their property, and neither could any owner of the proposed lot 2. The Zoning Ordinance (Number 3619) specifies that off street parking shall be provided for all uses established in the RE zone. Again, easements through adjacent properties to the north and east might be possible, but are not been provided in the application.

We would not be opposed to the replat if the proposed lot 2 was to remain a green area or if it was restricted to a no construction area use. Keeping the ground as a green area could support in principle President Biden's suggestion to increase the percentage of America's land kept public.

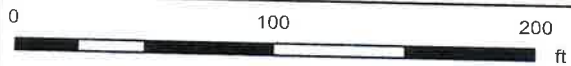
Sincerely,

Kenneth and Edith German

RECEIVED
OCT 25 2021
PLANNING DEPT.



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



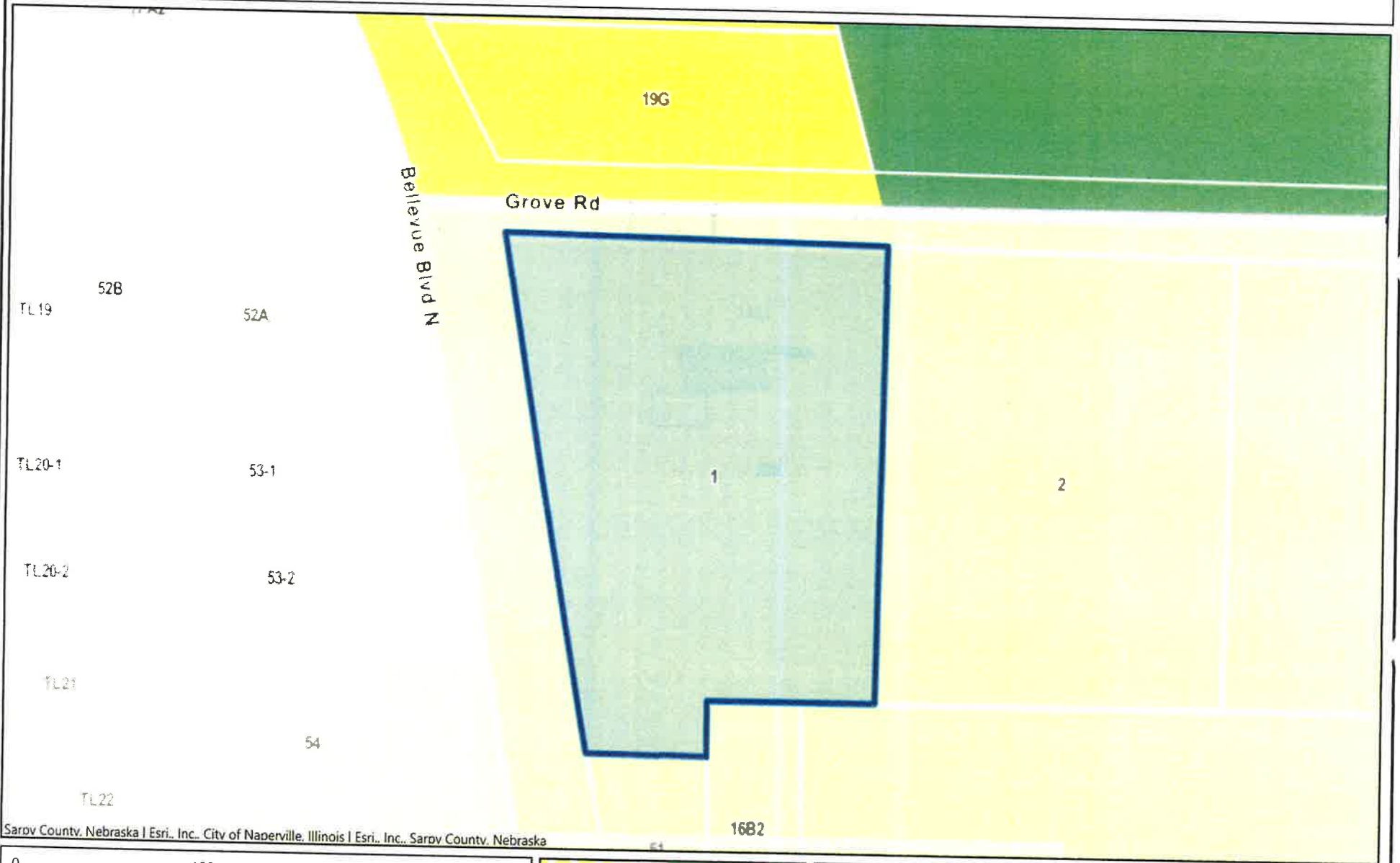
Map Scale 1: 1128

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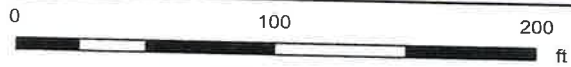


Notes



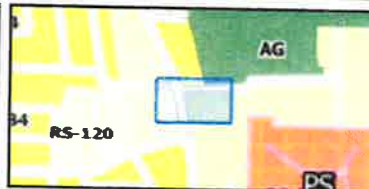


Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska



Map Scale 1: 1128

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Notes



ORDINANCE NO. 4063

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 421 BELLEVUE BOULEVARD NORTH, 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, Marchio’s Subdivision Replat 1, being a replat of Lot 1, Marchio’s Subdivision, located in the Southeast ¼ of Section 23, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From RE (Residential Estates) to RS-120 (Single-Family Residential – 12,000 Square Foot Zone).

(Sebastian Enzolera)

Section 2. This ordinance shall not take effect until such time as the final plat of Marchio’s Subdivision Replat 1, 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: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 11/16/2021		SUBMITTED BY: Tammi Palm		Planning Manager			
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION		<input type="checkbox"/>	
LIQUOR LICENSE		<input type="checkbox"/>	ORDINANCE	<input checked="" type="checkbox"/>	PUBLIC HEARING		<input type="checkbox"/>
RESOLUTION		<input type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER		<input type="checkbox"/>

SUBJECT:

Request to rezone the North 1/2 of the East 35.2' of Lot 2, and the North 1/2 of Lot 3, Tiller's Hillcrest Addition, from RS-84 to RD-60 for the purpose of duplex residential. Applicant: B J Justice. General location: 210 Galvin Road North.

SYNOPSIS/BACKGROUND:

B J Justice is requesting to rezone his property at 210 Galvin Rd N for the purpose of a two-family dwelling. Mr. Justice recently rezoned the property from BG and BGH to RS-84 (single family residential) to bring the property into conformance for the purpose of a refinance. Mr. Justice indicates he desires to rent a portion of the dwelling, thus the request for a RD-60 zoning to allow a two-family dwelling. The Future Land Use Map of the Comprehensive Plan shows this property as commercial. A change of zone from RS-84 to RD-60 would not impact the future land use.

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:

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

ATTACHMENTS:

- | | | |
|---|--|--|
| 1. <input type="text" value="PC Recommendation"/> | 2. <input type="text" value="Staff Report"/> | 3. <input type="text" value="Ordinance No. 4064"/> |
| 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: B J Justice

CASE #: Z-2109-14

CITY COUNCIL HEARING DATE: December 7, 2021

REQUEST: to rezone the North ½ of the East 35.2' of Lot 2, and the North ½ of Lot 3, Tiller's Hillcrest Addition, from RS-84 to RD-60 for the purpose of duplex residential.

On October 28, 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 and lack of perceived negative impact upon the surrounding area.

VOTE:

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

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

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBER: Z-2109-14

FOR HEARING OF:

REPORT #1: October 28, 2021

REPORT #2: December 7, 2021

I. GENERAL INFORMATION

A. APPLICANT:

BJ Justice
210 Galvin Road North
Bellevue, NE 68005

B. PROPERTY OWNERS:

BJ and Joan Justice
210 Galvin Road North
Bellevue, NE 68005

C. LOCATION:

210 Galvin Road North

D. LEGAL DESCRIPTION:

North ½ of the east 35.2' of Lot 2 and North ½ of Lot 3, Tiller's Hillcrest Addition, located in the Southwest ¼ of Section 23 T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone the North ½ of the east 35.2' of Lot 2 and North ½ of Lot 3, Tiller's Hillcrest Addition, from RS-84 to RD-60.

F. EXISTING ZONING AND LAND USE:

RS-84, Single Family Residential

G. PURPOSE OF REQUEST:

To obtain a rezoning for the purpose of a multi-family residential structure.

H. SIZE OF SITE:

The site is approximately .55 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently being used for residential purposes.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** BG (Galvin Glass), Commercial
- 2. **East:** BG, Commercial (across Galvin Rd)
- 3. **South:** BG/BGH, Single Family Residential
- 4. **West:** BGH, Commercial

C. REVELANT CASE HISTORY:

1. On January 24, 2019, the Planning Commission recommended approval of a request to rezone the North ½ of the east 35.2' of Lot 2 and North ½ of Lot 3, Tiller's Hillcrest Addition, located in the Southwest ¼ of Section 23 T14N, R13E of the 6th P.M., Sarpy County, Nebraska from BG and BGH to RS-84 for the purpose of an existing single-family residence. The City Council approved this request on March 11, 2019.

2. On July 25, 2019, the Planning Commission continued to August 22, 2019, a request to rezone the North ½ of the east 35.2' of Lot 2 and North ½ of Lot 3, Tiller's Hillcrest Addition, from RS-84 to RD-60 for the purpose of a multi-family residential structure. The applicant withdrew this application before the request moved forward to the City Council.

3. On October 28, 2021, the Planning Commission recommended approval of a request to rezone the North ½ of the East 35.2' of Lot 2, and the North ½ of Lot 3, Tiller's Hillcrest Addition, from RS-84 to RD-60 for the purpose of duplex residential.

D. APPLICABLE REGULATIONS:

- 1. Section 5.11, Zoning Ordinance, regarding RD-60 uses and requirements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. The MAPA Traffic Flow Map estimates approximately 9,700 vehicles per day south of the intersection of Galvin Road North and Avery Road.
2. The property has access to Galvin Road North via a private drive.

D. UTILITIES:

All utilities are available to this property.

E. ANALYSIS:

1. BJ Justice has submitted a request to rezone the North ½ of the east 35.2' of Lot 2 and North ½ of Lot 3, Tiller's Hillcrest Addition, for the purpose of allowing a two-family dwelling.
2. This property is presently zoned RS-84. The applicant is requesting a change of zone to the RD-60 zoning district to allow for the existing residence to be used as a two-family dwelling. Mr. Justice writes that he rents the upstairs of the home "from time to time" and the rezoning would bring this property into conformance. Please refer to the applicant's letter attached to this report
3. On March 11, 2019, the applicant received a change of zone from BG and BGH to RS-84. At that time, the applicant had indicated he was asking for a change of zone to facilitate a refinance on his home. Mr. Justice's home was considered a legal non-conforming use under the previous commercial zoning.
4. This application was sent out for review by the following departments and individuals: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, and the Bellevue Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

No comments were received on this case.

5. The Future Land Use Map of the Comprehensive Plan shows this property as commercial.
6. The Comprehensive Plan does not preclude a change of zone in this location. Staff believes commercial use for this property is an appropriate long-term plan; however,

the residential zoning will allow for the existing residence to remain until such time as commercial development occurs.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

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

VI. ATTACHMENTS TO REPORT

1. Zoning Map
2. 2020 GIS aerial photo of the property
3. Letter from the applicant received September 22, 2021

VII. COPIES OF REPORT TO:

1. BJ Justice
2. Public Upon Request

Assistant Planning Manager

Jammi J. Palm 11/09/21

Planning Manager Date of Report

16B2B

RS-84

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



Map Scale 1: 564

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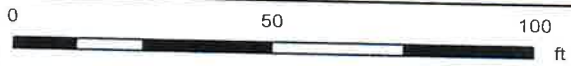


Notes





Esrn, Inc., City of Naperville, Illinois | Esrn, Inc., Sarpy County, Nebraska



Map Scale 1: 564

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Notes



B.J. Justice

210 Galvin Road N.

Bellevue, NE 68005

September 22, 2021

City of Bellevue Planning Manager

Tammi Palm

1510 Wall Street

Bellevue, NE 68005

Dear Mrs. Palm,

I have submitted an application for rezoning of my residence to be zoned from RS-84 to RD-60. The property is legally described as N ½ of E 35.2' of Lot 2 & N ½ of Lot 3 Tiller's Hillcrest Addition.

It was built in 1956 by my father-in-law as his family home. Of course, it was my wife's childhood home. The property is currently considered a duplex as we rent the upstairs. If our property can be rezoned it will allow us to remain as is.

We fully disclosed that we rent the upstairs from time to time in the past. We wanted to be sure to apply for the correct zoning. We were told that we were allowed to rent a part of our house and that it would not be a problem, so we ask for residential duplex zoning. Since it does make a difference, we now need to rezone from RS-84 to RD-60, which will allow for single family, duplex, and multi-family property.

We humbly request that you grant us the zoning change.

Thanking you for all your kind assistance,

I remain,



B.J. Justice

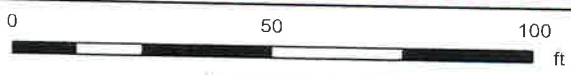
RECEIVED
SEP 22 2021
PLANNING DEPT.

16B2B

RS-84

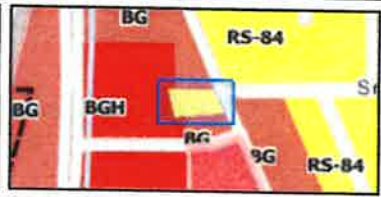
3

Sarpy County, Nebraska | Esri, Inc. City of Naomville, Illinois | Esri, Inc. Sarpy County, Nebraska



Map Scale 1: 564

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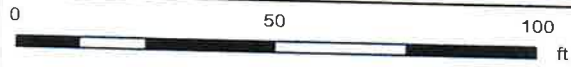


Notes





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Map Scale 1: 564

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Notes



ORDINANCE NO. 4064

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 210 GALVIN ROAD NORTH, 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:

North 1/2 of the East 35.2' of Lot 2, and the North 1/2 of Lot 3, Tiller's Hillcrest Addition, located in the Southwest 1/4 of Section 23, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From RS-84 (Single-Family Residential - 8,400 Square Foot Zone) to RD-60 (Duplex Residential - 12,000 Square Foot Zone).

(B J Justice)

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

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

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

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

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

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13d.
11/16/2021

COUNCIL MEETING DATE: 11/16/2021		SUBMITTED BY: Tammi Palm		Planning Manager		
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION		<input type="checkbox"/>
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input checked="" type="checkbox"/>	PUBLIC HEARING		<input type="checkbox"/>
RESOLUTION	<input type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER		<input type="checkbox"/>

SUBJECT:

Request to rezone Lot 1, Fort Crook Addition, from BG to ML for the purpose of outdoor storage. Applicant: Aksarben Fence and Gate, Inc. General Location: 12809 South 9th Street.

SYNOPSIS/BACKGROUND:

Robert Malloy, on behalf of Aarben Fence and Gate, Inc., is requesting to rezone Lot 1, Fort Crook Addition, from BG to ML for the purpose of utilizing outdoor storage of product and equipmet. After receiving a Code Enforcement notice on the property, Mr. Malloy submitted the request to come into compliance with the zoning ordinance. Staff is recommending denial based upon the city's desire for eventual redevelopment in the area that would most align with a BG zoning. The zoning request is not in compliance with the Future Land Use Map of the Comprehensive Plan.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and Planning Commission have recommended denial.

ATTACHMENTS:

1. PC Recommendation	2. Staff Report	3. Ordinance No. 4065
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

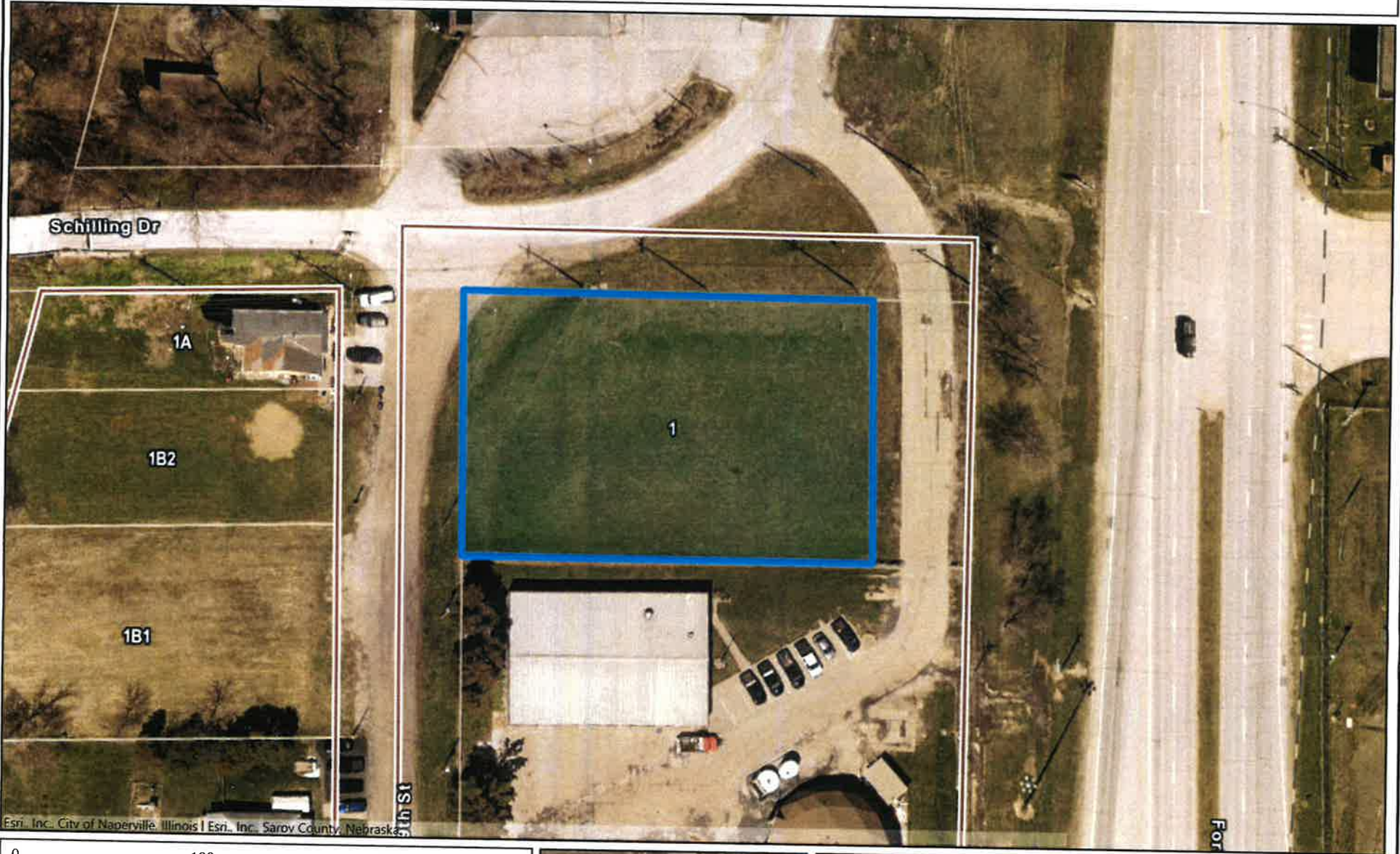
SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Byrd Robbins
[Signature]
[Signature]



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



Map Scale 1: 1128

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Notes



City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Aksarben Fence and Gate, Inc.

CASE #: Z-2109-13

CITY COUNCIL HEARING DATE: December 7, 2021

REQUEST: to rezone Lot 1, Fort Crook Addition, from BG to ML for the purpose of outdoor storage.

On October 28, 2021, the City of Bellevue Planning Commission voted six yes, zero no, three absent and zero abstained:

DENIAL based upon the lack of conformance with the Fort Crook Road Redevelopment Plan and Comprehensive Plan.

VOTE:

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

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

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBER: Z-2109-13

FOR HEARING OF:

REPORT #1: October 28, 2021

REPORT #2: December 7, 2021

I. GENERAL INFORMATION

A. APPLICANT:

Aksarben Fence and Gate, Inc.
Robert Malloy
1803 Meadowlark Lane
Bellevue, NE 68123

B. PROPERTY OWNER:

Aksarben Fence and Gate, LLC
3937 Himebaugh Avenue
Omaha, NE 68111

C. GENERAL LOCATION:

12809 South 9th Street

D. LEGAL DESCRIPTION:

Lot 1, Fort Crook Addition, located in the Northwest $\frac{1}{4}$ of Section 11, T13N, R13E of the 6th P.M., Sarpy County, NE

E. REQUESTED ACTION:

1. Rezone Lot 1, Fort Crook Addition, from BG to ML.

F. EXISTING ZONING AND LAND USE:

BG, Vacant (being utilized for outdoor storage with Code Enforcement action pending)

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a rezoning to enable outdoor storage of the applicant's fencing materials and heavy equipment.

H. SIZE OF SITE:

The site is approximately .7 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The property is presently vacant and being used for the outdoor storage of fencing materials/equipment by the applicant.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Former Rumor's Bar/Office Building, BG
- 2. **East:** Offutt Air Force Base
- 3. **South:** City of Bellevue Street Department Shop, BG
- 4. **West:** Vacant/Single Family Residential, BG

C. REVELANT CASE HISTORY:

- 1. On December 16, 2010, the Planning Commission recommended approval of a request to rezone Lot 1, Fort Crook Addition, from ML to BG for the purpose of commercial development. The City Council approved the aforementioned request on February 14, 2011.
- 2. On October 28, 2021, the Planning Commission recommended denial of a request to rezone Lot 1, Fort Crook Addition, from BG to ML for the purpose of outdoor storage.

D. APPLICABLE REGULATIONS:

- 1. Section 5.27, Zoning Ordinance, regarding ML uses and requirements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

If approved, the applicant intends to operate his fencing company at this location, with the desire to store fencing materials and equipment on this property. The applicant has also submitted a hard surface parking waiver which will be decided by the city's Hard Surface Committee after this zoning action is determined.

C. TRAFFIC AND ACCESS:

1. The MAPA Traffic Flow Map estimates 3,100 vehicles per day along Fort Crook Road South adjacent to this property.
2. This property has access from South 9th Street.

D. UTILITIES:

All utilities are available to this location.

E. ANALYSIS:

1. Robert Malloy, on behalf of Aksarben Fence and Gate, Inc., has submitted a request to rezone Lot 1, Fort Crook Addition, from BG to ML.
2. This property is presently zoned BG. The applicant is requesting a zoning change to ML to allow for the outdoor storage of fencing materials and heavy equipment on the property.
3. This property lies along the Fort Crook Road corridor just north of the Capehart Road intersection. The property was zoned ML until February 2011, at which time the City Council approved the current BG zoning.

BG zoning was requested back in 2011 based on the Fort Crook Road Redevelopment Plan. The Redevelopment Plan labels this area as the "Offutt Row Office/Technology District" sub-area. The Redevelopment Plan further states: "This area contains many 'marginal uses,' and was repeatedly identified during the study as a segment of the corridor that is in need of immediate redevelopment. With its close proximity to the base and its deteriorated appearance, a concerted effort should be made to redevelop this area. Redevelopment efforts should focus on new office and technology uses, as well as more utilitarian uses, such as a gas station." The Redevelopment Plan goes on to state, "New office and technology buildings should front directly onto Fort Crook Road."

HDR drafted the original Fort Crook Road Redevelopment Plan. Earlier this year, the city hired HDR to update the plan, which is currently in process. Based on staff knowledge of this process, the Planning Department does not anticipate the Redevelopment Plan will identify this area for light industrial/industrial use.

4. In November 2019, the \$1.3 billion StratCom headquarters was dedicated at Offutt Air Force Base. This building is located across the street, to the southwest of the applicant's property. Staff believes this is another reason the redevelopment of this area is crucial.

5. Martin Pelster, the applicant's attorney, points out in a letter the property adjacent to the south is owned by the City of Bellevue and being used for similar purposes. The city does operate one of its Street Department shops at this location. The city is actively pursuing the development of one centralized Public Works facility/headquarters (this project is listed in our current Capital Improvement Plan). Subsequently, the Public Works Department would vacate the existing shops sprinkled throughout the city. Thus, further opening this area for redevelopment. The city's property is zoned BG.

6. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, and the Bellevue Public School District. The cover letter indicated a deadline to send comments back to the Planning Department and stated if the requested department did not have comments pertaining to the application, no response was needed.

Krista Hoffart, Offutt AFB, noted this property is located within Offutt Air Force Base's 65db range noise contour. She stated Offutt has no concerns about land use, but the area could have increased noise volumes intermittently.

The applicant placed fencing with a gate accessing the city's private driveway. The Public Works Department has requested the applicant move the entrance to his property and not utilize private city access.

No other comments were received on this case.

7. The intent of the ML district is to provide for a wide range of commercial and industrial uses, all of which shall be able to meet comparatively rigid specifications as to nuisance free performance.

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

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

DENIAL based upon the lack of conformance with the Fort Crook Road Redevelopment Plan and Comprehensive Plan.

V. PLANNING COMMISSION RECOMMENDATION

DENIAL based upon the lack of conformance with the Fort Crook Road Redevelopment Plan and Comprehensive Plan.

VI. ATTACHMENTS TO REPORT

1. Vicinity map/Zoning Map
2. GIS aerial photo of the property
3. Letter from Martin Pelster received September 16, 2021

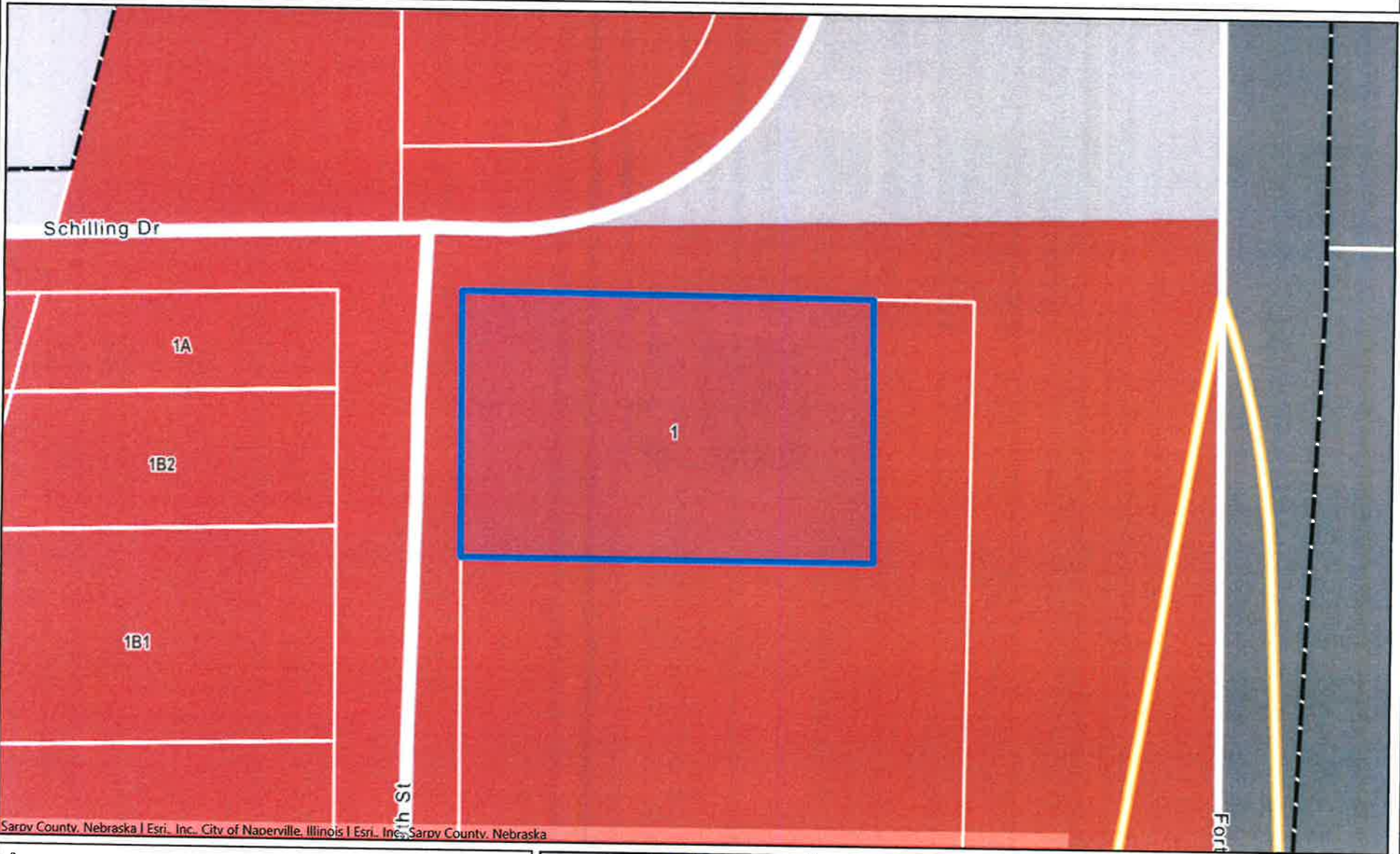
VII. COPIES OF REPORT TO:

1. Robert Malloy, Aksarben Fence and Gate, Inc.
2. Martin Pelster, Croker Huck Law Firm
3. Public Upon Request

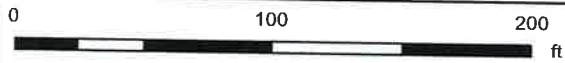
Assistant Planning Manager

Jammi R Palm 11/09/21

Planning Manager Date of Report



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



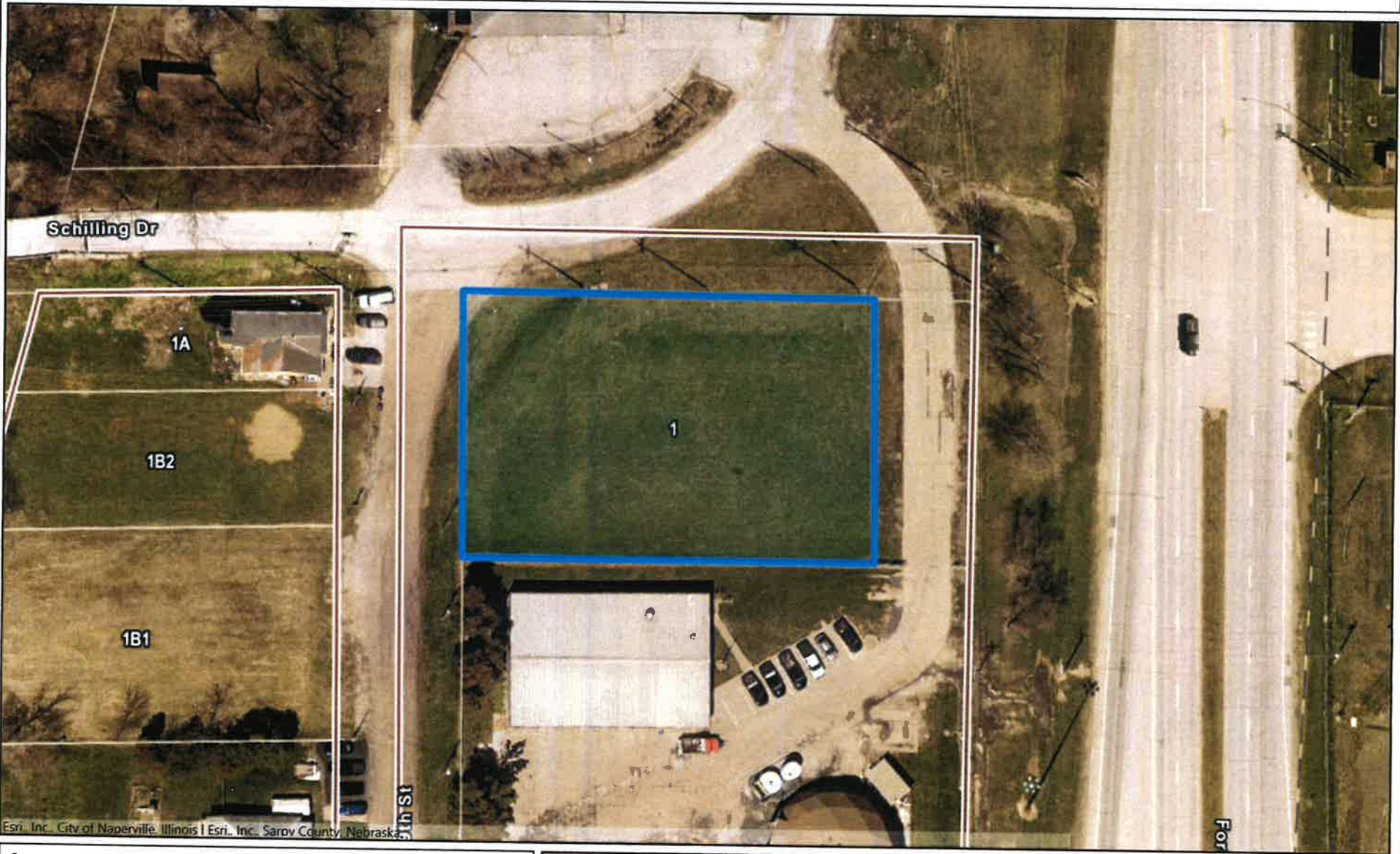
Map Scale 1: 1128

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



Map Scale 1: 1128

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





MARTIN P. PELSTER

(402) 505-3165

mpelster@crokerlaw.com

September 13, 2021

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

Re: Rezoning Application for 12809 South 9th Street, Bellevue, Nebraska

Dear Tammi:

Enclosed is a Rezoning Application requesting the rezoning of the above-referenced property from BG – general business to ML – light manufacturing to allow the subject property to be used for outdoor storage of fencing materials and equipment, and for office and warehouse space. Also enclosed is a check in the amount of \$175.00 for the application fee and an aerial photograph of the subject property.

The zoning change is justified because the adjacent property owned by the City of Bellevue is used for the same purpose. Further, the requested zoning change will allow the highest and best use of the subject property.

Thank you for your consideration. If you have any questions regarding the foregoing, please let us know.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Martin P. Pelster', is written over a light blue horizontal line.

Martin P. Pelster

MPP/srs
Enclosures
c: Robert Malloy
00965409.DOCX

RECEIVED
SEP 16 2021
PLANNING DEPT.

Metro Area,
sa City,
i, Louisville,
everything

HOME

SERVICES

ABOUT

CONTACT

402-430-4120

Bonded Licensed an

STIMATES !!!

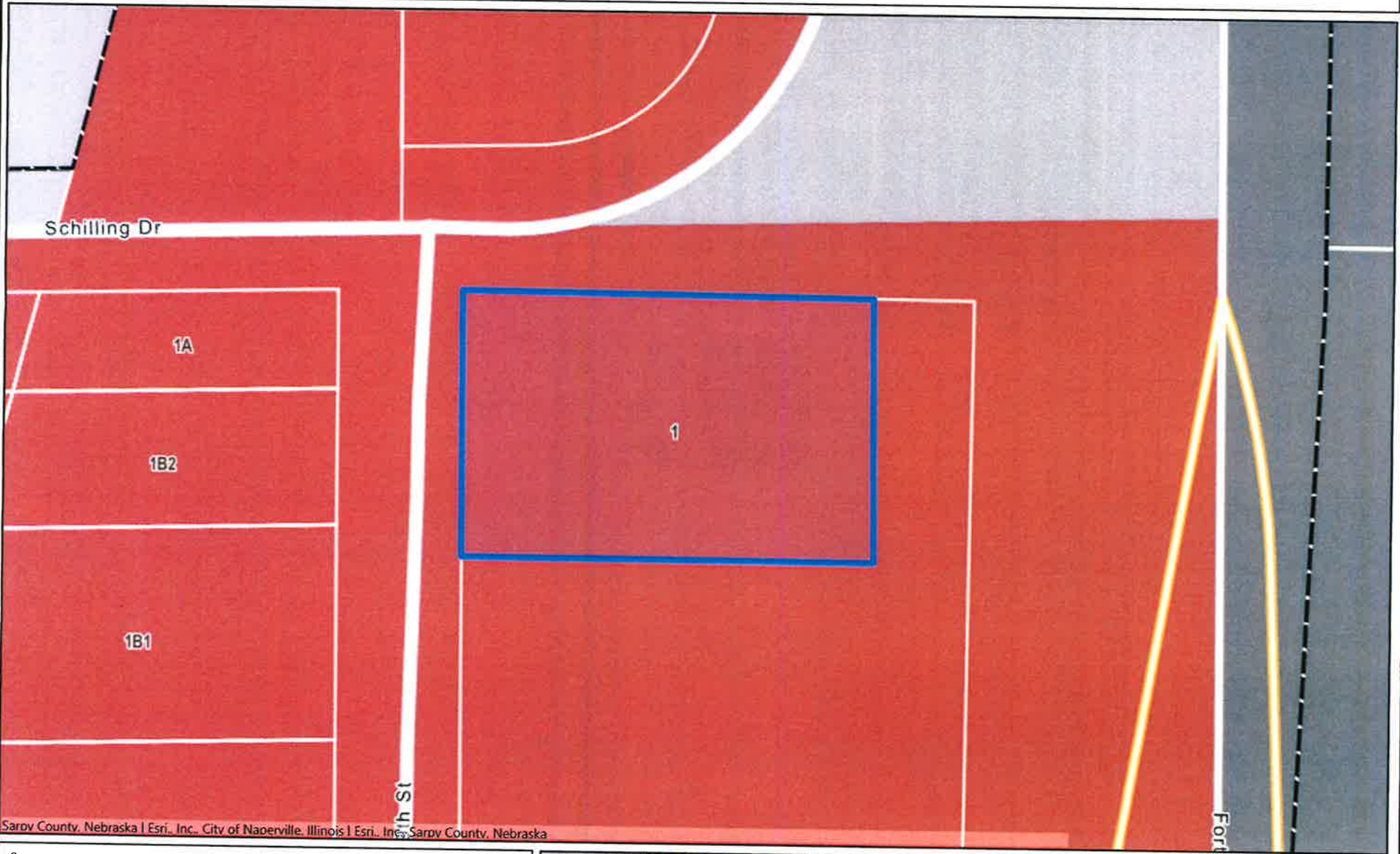


**Welcome to Aksarben
Fence & Gate**

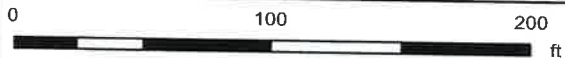
Aksarben Fence & Gate is family owned and locally operated. We are the leader in customer oriented fence installation. We offer a variety of both residential and commercial fencing options in an array of styles sure to delight for years to come. Aksarben Fence and Gate services Omaha and the greater metro area offering new installations as well as repairs. With more than 20 years of fencing experience it is our goal to answer all your questions and exceed your expectations. From start to finish our salesman will walk you through every step of the process. Our installers are professional and knowledgeable regarding our products, and we stand behind our craftsmanship, by offering a craftsmanship warranty on all installations. Our mission is to professionally install a quality product that guarantees customer satisfaction.

SERVICES





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



Map Scale 1: 1128

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



ORDINANCE NO. 4065

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 12809 SOUTH 9TH STREET, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lot 1, Fort Crook Addition, located in the Northwest ¼ of Section 11, T13N, R13E of the 6th P.M., Sarpy County, Nebraska

From BG (General Business District) to ML (Light Manufacturing District).

(Aksarben Fence and Gate. Inc.)

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

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

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

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13e.
11/16/2021

COUNCIL MEETING DATE: 11/16/2021		SUBMITTED BY: Admin	
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 redefine ward boundaries due to the 2020 Census.

SYNOPSIS/BACKGROUND:

The ward boundaries were last changed in 2019 by Ord. No. 3981 as a result of annexation. As a result of the 2020 Census, the boundaries must be adjusted once again. Per State Statute, following the release of the 2020 Census of Population data by the United States Department of Commerce, Bureau of the Census, as required by Public Law 94-171, the city council of any city of the first class requesting the adjustment of boundaries of election districts shall provide to the election commissioner written notice of the need and necessity of his or her office to perform such adjustments and a revised election district boundary map that has been approved by the requesting city council and subjected to all public review and challenge ordinances of the city by December 30, 2021.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approval to redefine ward boundaries due to the 2020 Census

ATTACHMENTS:

1. <input type="text" value="Current Ward Map of the City"/>	2. <input type="text" value="Ordinance No. 4066"/>	3. <input type="text" value="Proposed Ward Map"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

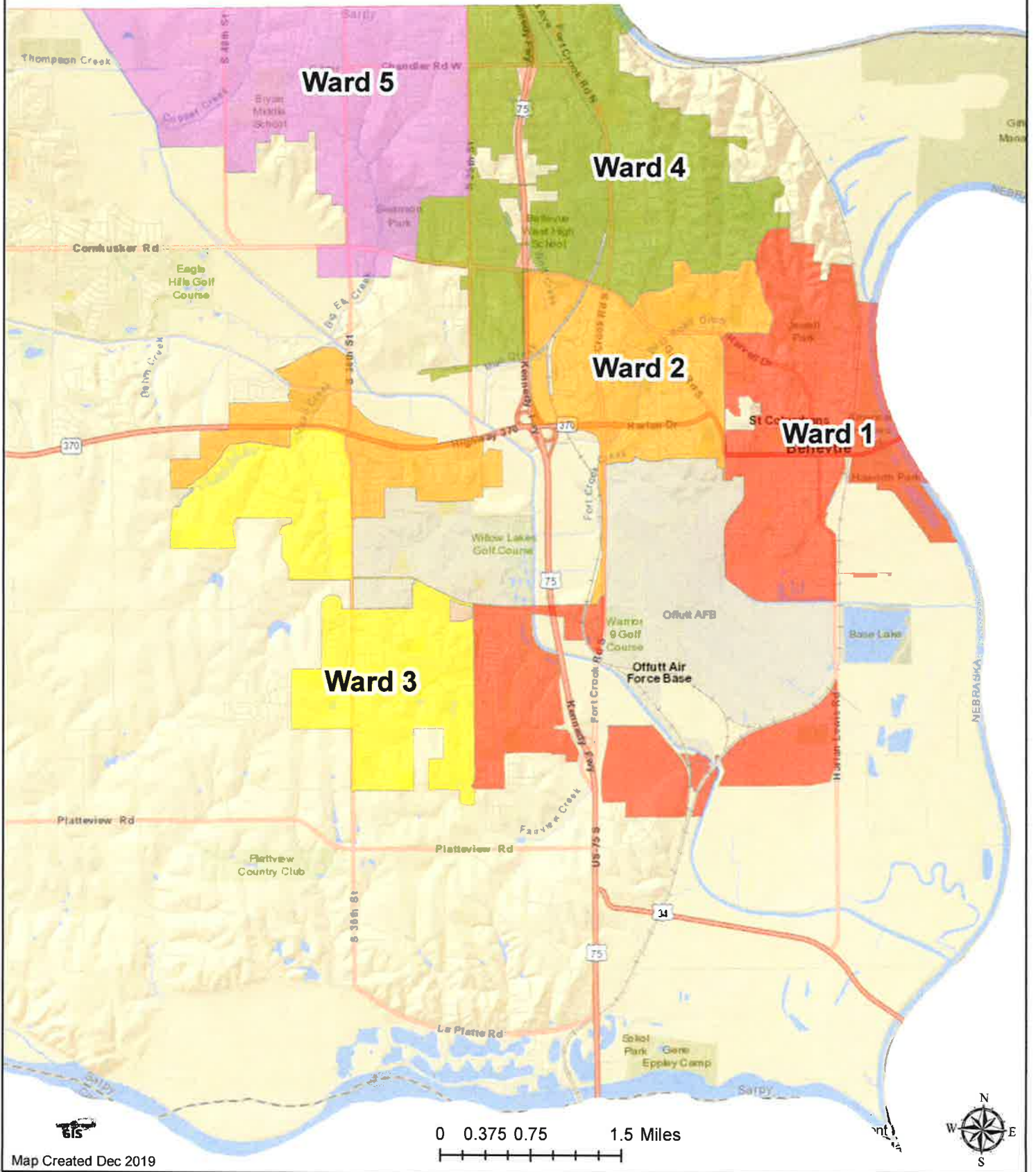
LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. B. ...
[Signature]
[Signature]

City Council Districts Bellevue, Nebraska



ORDINANCE NO. 4066

AN ORDINANCE TO AMEND SECTION 9-3 OF THE BELLEVUE MUNICIPAL CODE TO PROVIDE FOR REVISED CITY COUNCIL WARD BOUNDARIES; TO REPEAL SECTION 9-3 OF THE BELLEVUE MUNICIPAL CODE AS HERETOFORE EXISTING; 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 I. That Section 9-3 of the Bellevue Municipal Code is hereby amended to read as follows:

There shall exist within the city six wards for the election of members to the city council, each ward to be represented by one member whose term shall commence and expire as previously established by the city. Pursuant to section 32-553 of the laws of the State of Nebraska, the boundaries for each ward are hereby revised as set forth in this chapter.

(1) Ward One.

- a. Ward 1 shall contain the part of the City of Bellevue beginning at the intersection of Galvin Road and Harlan Drive, south and east along Galvin Road to W Mission Avenue, east on W Mission Avenue to the east Bellevue city limit, south along the east Bellevue city limit to the south Bellevue city limit, west along the south Bellevue city limit to Fort Crook Road, south along Fort Crook Road to the east Bellevue city limit, south along the east Bellevue city limit to the south Bellevue city limit, west along the south Bellevue city limit to Rahn Boulevard, north and east along Rahn Boulevard to S 25th Street, north along S 25th Street to Capehart Road, east along Capehart Road to Fort Crook Road, north along Fort Crook Road to Harlan Drive, east along Harlan Drive to the point of beginning; and
- b. The part of the City of Bellevue to the south of Offutt Air Force Base and east of Fort Crook Road.

(2) Ward Two.

- a. Ward 2 shall contain the part of the City of Bellevue beginning at the intersection of Galvin Road and Harlan Drive, south and east along Galvin Road to W Mission Avenue, east on W Mission Avenue to the east Bellevue city limit, north along the east Bellevue city limit to Forest Drive, west along Forest Drive to Ridgewood Drive, north and west along Ridgewood Drive to Bayberry Drive, south and west along Bayberry Drive to Fontanelle Court, north along Fontanelle Court to Grove Road, north and west along Grove Road to Bellevue Boulevard, south and east along Bellevue Boulevard to Gregg Road, west along Gregg Road to Kayleen Drive, south along Kayleen Drive to Cascio Drive, south and west along Cascio Drive to Galvin Road, south and east along Galvin Road to Harvell Drive, north and west along Harvell Drive to Fort Crook Road, south along Fort Crook Road to Harlan Drive, east along Harlan Drive to the point of beginning; and
- b. Excluding tax lot 2A2 36-14-13.

(3) Ward Three.

- a. Ward 3 shall contain the part of the City of Bellevue beginning at the intersection of Hwy 370 and 48th Street, south along 48th Street to Maass Road, south and east along Maass Road to Quail Drive, south along Quail Drive to Coffey Avenue, east along Coffey Avenue to 37th Street, north and east along 37th Street to Gayle Avenue, east along Gayle Avenue to 36th Street, south along 36th Street to Capehart Road, east along Capehart Road to 25th Street, south along 25th Street to Rahn Boulevard, west and south along Rahn Boulevard to the south Bellevue city limit, west along the south Bellevue city limit to Schneekloth Road, west along Schneekloth Road to 36th Street, north along 36th Street to the south Bellevue city limit, west along the south Bellevue city limit to the west Bellevue city limit, north along the west Bellevue city limit to the north Bellevue city limit, east along the north Bellevue city limit to the west Bellevue city limit, north along the west Bellevue city limit to 36th Street to Capehart Road, west along Capehart Road to the south Bellevue city limit, west along the south Bellevue city limit to the west Bellevue city limit, north along the west Bellevue city limit to the point of beginning; and
- b. Excluding S1/2 SW1/4 4-13-13, tax lots 7B & 8 4-13-13, and tax lots 1 & 2B2 9-13-13.

(4) Ward Four.

Ward 4 shall contain the part of the City of Bellevue beginning at the intersection of Harvell Drive and Fort Crook Road, south and east along Harvell Drive to Galvin Road, north along Galvin Road to Cascio Drive, east and north along Cascio Drive to Kayleen Drive, north along Kayleen Drive to Gregg Road, east along Gregg Road to Bellevue Boulevard, north and west along Bellevue Boulevard to Grove Road, east and south along Grove Road to Fontanelle Court, south along Fontanelle Court to Bayberry Drive, south and east along Bayberry Drive to Ridgewood Drive, south and east along Ridgewood Drive to Forest Drive, east along Forest Drive to the east Bellevue city limit, north along the east Bellevue city limit to Harrison Street, west along Harrison Street to 25th Street, south along 25th Street to Chandler Road, west along Chandler Road to Cedar Island Road, south along Cedar Island Road to Childs Road, east along Childs Road to 25th Street, south along 25th Street to Cornhusker Road, east and south along Cornhusker Road to the point of beginning.

(5) Ward Five.

Ward 5 shall contain the part of the City of Bellevue beginning at the west Bellevue city limits and Harrison Street, east along Harrison Street to 25th Street, south along 25th Street to Chandler Road, west along Chandler Road to Cedar Island Road, south along Cedar Island Road to Childs Road, west along Childs Road to 36th Street, south along 36th Street to Cornhusker Road, west along Cornhusker Road to the south Bellevue city limit, north and west along the south Bellevue city limit to the west Bellevue city limit, north along the west Bellevue city limit to the point of beginning.

(6) Ward Six

- a. Ward 6 shall contain the part of the City of Bellevue beginning at the intersection of 36th Street and Giles Road, east along Giles Road to 25th Street, south along 25th Street to Cornhusker Road, east and south along Cornhusker Road to Fort Crook Road, south along Fort Crook Road to Harlan Drive, west along Harlan Drive to Kennedy Fwy, north along Kennedy Fwy to the south Bellevue city limits, west along the south Bellevue city limits to 25th Street, north along 25th Street to Cornhusker Road, west along Cornhusker road to the south Bellevue city limits, west along the south Bellevue city limits to the west Bellevue city limits, north along the west Bellevue city limits to Cornhusker Road, east along Cornhusker Road to 36th Street, north along 36th Street to the point of beginning; and
- b. The part of the City of Bellevue beginning at the north Bellevue city limits and 36th Street, south along 36th Street to the north Bellevue city limit, east along the north Bellevue city limit to the east Bellevue city limit, south along the east Bellevue city limit to the south Bellevue city limit, west along the south Bellevue city limit to 36th Street, north along 36th Street to Gayle Avenue, west along Gayle Avenue to 37th Street, south and west along 37th Street to Coffey Avenue, west along Coffey Avenue to Quail Drive, north and west along Quail Drive to Maass Road, north and west along Maass Road to 48th Street, north along 48th Street to the north Bellevue city limits, east along the north Bellevue city limits to the point of beginning.

Section 2. That Section 9-3 of the Bellevue Municipal Code as heretofore existing is hereby repealed in its entirety

Section 3. This Ordinance shall be in full force and take effect fifteen (15) days after its passage. The city clerk is directed to effectuate the publishing of this Ordinance in electronic form, which publication must take place within fifteen (15) days of the passage of the ordinance by the city council.

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

ATTEST:

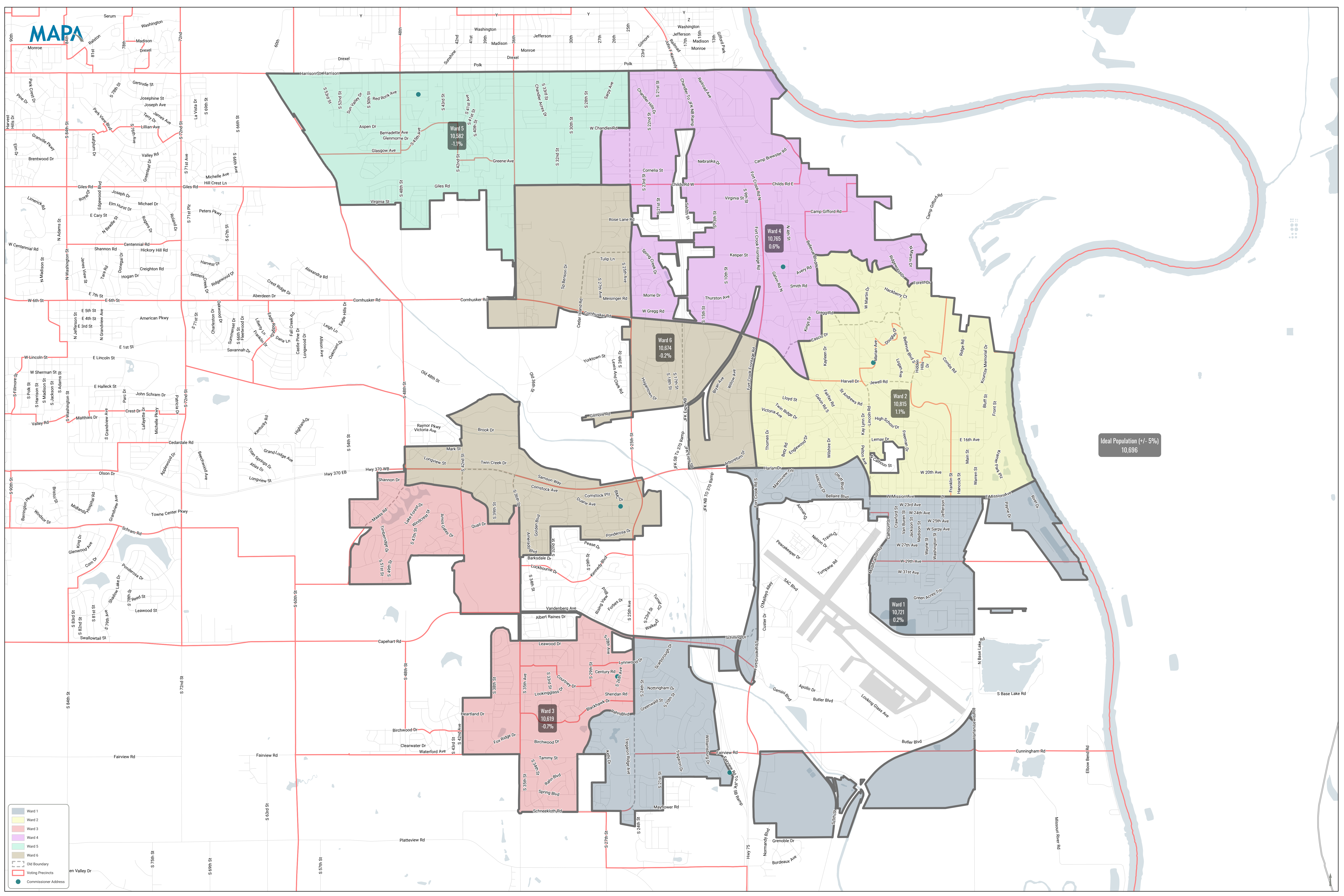
Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

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

City Attorney

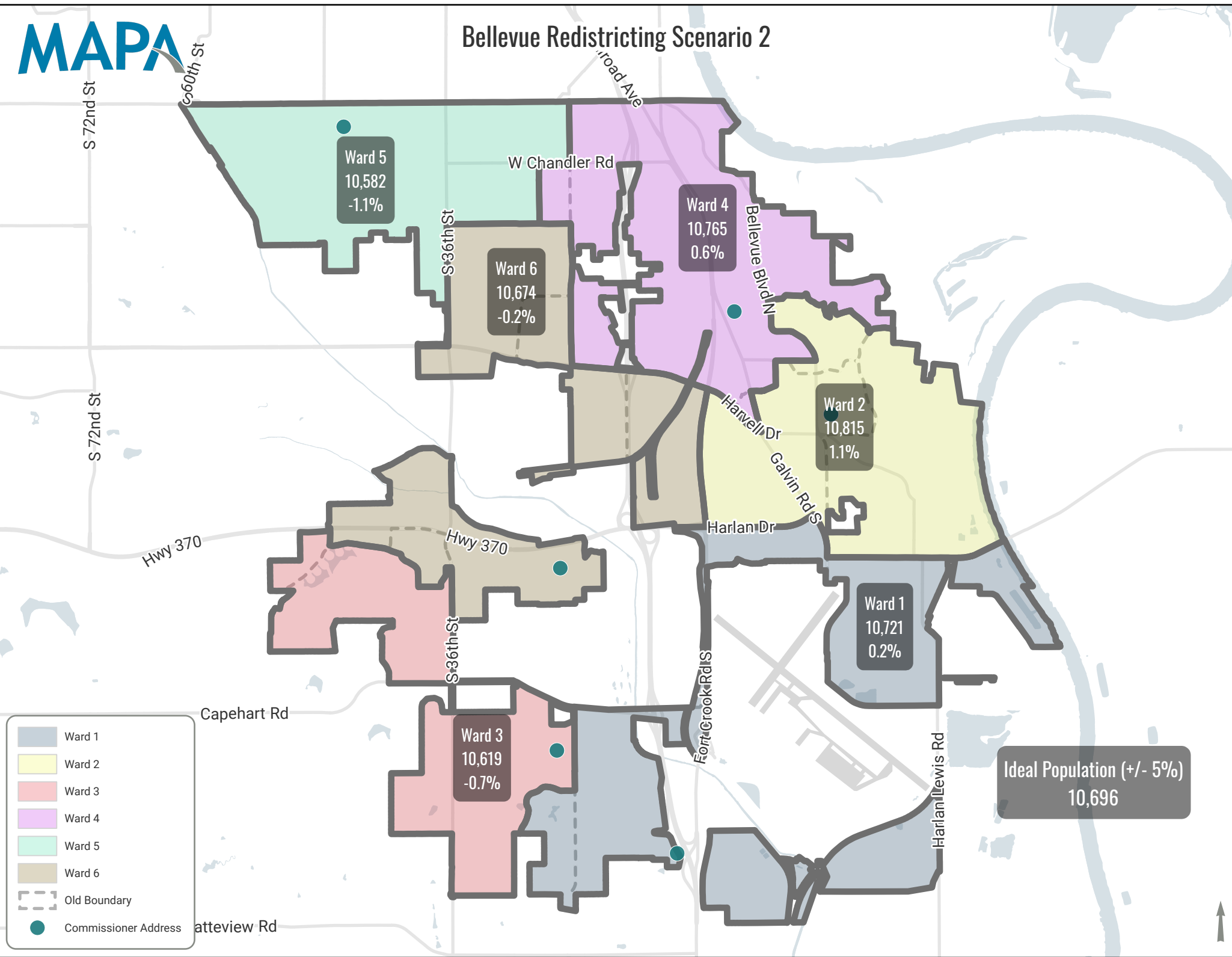


Ideal Population (+/- 5%)
10,696

Legend:

- Ward 1 (Blue)
- Ward 2 (Yellow)
- Ward 3 (Red)
- Ward 4 (Purple)
- Ward 5 (Green)
- Ward 6 (Brown)
- Old Boundary (Dashed line)
- Voting Precincts (Red outline)
- Commissioner Address (Blue dot)

Bellevue Redistricting Scenario 2



- Ward 1
- Ward 2
- Ward 3
- Ward 4
- Ward 5
- Ward 6
- Old Boundary
- Commissioner Address

Ideal Population (+/- 5%)
10,696

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

14a.
11/16/2021

COUNCIL MEETING DATE: 11/16/2021		SUBMITTED BY: Finance/Legal/Admin	
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Public hearing to receive public input and recommendations for the use of American Rescue Plan Act (ARPA) funds.

SYNOPSIS/BACKGROUND:

The American Rescue Plan Act (ARPA), which was signed into law by President Biden on March 11, 2021, is a \$1.9 trillion economic stimulus bill. Within the ARPA, the Coronavirus State and Local Fiscal Recovery Fund provides \$350 billion for states, municipalities, counties, tribes, and territories. The City of Bellevue was awarded \$8,395,637. The City will receive the funds in two tranches, 50% was received this year in June and the remaining 50% will be received in 2022, a year from the first tranche date.

Staff is seeking the public ideas, comment and feedback on on the use of the funds.

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:

Open this matter for Public Hearing to consider public input on the use of ARPA funding.
(No action required)

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. B. Rubin
[Signature]
[Signature]

PURPOSE OF PUBLIC HEARING

The American Rescue Plan Act (ARPA), which was signed into law by President Biden on March 11, 2021, is a \$1.9 trillion economic stimulus bill. Within the ARPA, the Coronavirus State and Local Fiscal Recovery Fund provides \$350 billion for states, municipalities, counties, tribes, and territories. The City of Bellevue was awarded \$8,395,637. The City will receive the funds in two tranches, 50% was received this year in June and the remaining 50% will be received in 2022, a year from the first tranche date.

ARPA funding covers the period of March 3, 2021, through December 31, 2024. Costs must be incurred/obligated by December 31, 2024 and must be spent by December 31, 2026. Staff are continuing to work on developing a comprehensive plan to make the best use of these funds within the required criteria and timeframes.

RESOURCES/FINANCIAL IMPACT

The \$8,395,637 in ARPA funding the City will receive will cover eligible expenditures that are fully obligated by December 31, 2024. Budgeting material projects and expenditures will happen through the regular budget process for the 2022-2023 and 2023-2024 fiscal years. Smaller, manageable projects may be absorbed in the current year, if approved.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing to obtain constituent ideas and feedback.

ELIGIBLE USES OF ARPA FUNDS

Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to meet pandemic response needs. Within the categories of eligible uses, recipients have broad flexibility to decide how best to use funding to meet the needs of their communities. Recipients may use Coronavirus State and Local Fiscal Recovery Funds as follows:

- To respond to the public health emergency caused by COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or to aid impacted industries such as tourism, travel, and hospitality.
- To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers.
- For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency.
- To make necessary investments in water, sewer (includes both storm and wastewater), or broadband infrastructure.

GUIDING PRINCIPLES

Staff are using the following guiding principles to develop a recommended ARPA funding allocation plan to the City Council:

- ARPA funds are temporary in nature and a one-time allocation. As such, staff will be recommending projects and programs that are not considered on-going (will not create future funding burdens/requirements) and will terminate when the ARPA funds have been expended by the City. Investment in qualifying infrastructure projects or using the funds to pay part of a needed project's cost are permissible.
- The City will gather information and coordinate with other regional partners and communities' ARPA plans in order to use the City's allocation efficiently and effectively and to best meet the needs of the community and fill gaps not identified by other programs.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15a.
11/16/2021

COUNCIL MEETING DATE: 11/16/2021		SUBMITTED BY: Legal Department	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Resolution 2021-42 Allowing / Disallowing Notice of Contract Claim in the amount of \$469,738 received from Main Street Properties, LLC on or about July 13, 2020.

SYNOPSIS/BACKGROUND:

This Resolution is being proposed to allow or disallow the Notice of Contract Claim in the amount of \$469,738 received from Main Street Properties, LLC on or about July 13, 2020, as damages from the City of Bellevue's alleged material breach of the September 10, 2012 Zoning Development Agreement between the City of Bellevue and Main Street Properties, LLC. Pursuant to Neb. Rev. Stat. Section 16-726, such claim should be allowed or disallowed by the City Council. This Council needs to either move to allow the claim or disallow the claim as presented by Main Street Properties. Whichever motion is made/approved will determine whether "allow" or "disallow" is circled in the Resolution. This matter will be a Public Hearing to allow Main Street Properties the right to be heard and then a Resolution will be considered.

FISCAL IMPACT: \$469,738 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The City Council must make a motion to either 1) allow the claim or 2) disallow the claim.

ATTACHMENTS:

- Resolution No. 2021-⁴²~~24~~
- Exhibit 1
- Exhibits offered at the Public Hearing TBD
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Bred/Rollins

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

RESOLUTION NO. 2021-42

A resolution of the Mayor and City Council of the City of Bellevue, Nebraska, **ALLOWING / DISALLOWING** payment to Main Street Properties, LLC in response to the Notice of Contract Claim received by the City of Bellevue on July 13, 2020.

WHEREAS, pursuant to Nebraska Revised Statute §16-726, a claimant shall file such claim within ninety days of the accrual of the claim in the office of the City Clerk and such claim should be allowed or disallowed by the City Council.

WHEREAS, Main Street Properties, LLC submitted a Notice of Contract Claim to the Bellevue City Clerk on or about July 13, 2020, seeking payment of a claim in the amount of Four Hundred Sixty-Nine Thousand Seven Hundred Thirty-Eight Dollars and xx/100 (\$469,738.00). The Notice of Contract Claim is attached hereto and incorporated by reference as “Exhibit 1.”

WHEREAS, the Notice of Contract claim alleges that the City of Bellevue materially breached the September 10, 2012, Zoning Development Agreement entered into by the City of Bellevue and Main Street Properties, LLC, and further alleges that as a result, Main Street Properties, LLC has suffered damages.

WHEREAS, the Bellevue City Council has reviewed Exhibit 1 and its attachments as well as the documentation submitted for consideration at the November 16, 2021, City Council Meeting and finds that the claim should be **ALLOWED / DISALLOWED**.

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

The Notice of Contract Claim in the Amount of Four Hundred Sixty-Nine Thousand Seven Hundred Thirty-Eight Dollars and xx/100 (\$469,738.00) received by the City of Bellevue from Main Street Properties, LLC on or about July 13, 2020, is hereby **ALLOWED / DISALLOWED**.

ADOPTED AND APPROVED this _____ day of November 2021.

Mayor

ATTEST:

City Clerk

IN THE OFFICE OF THE BELLEVUE CITY CLERK

MAIN ST PROPERTIES LLC,)	NOTICE OF
)	CONTRACT CLAIM
Claimant,)	
)	
vs.)	AMOUNT OF CLAIM
)	\$469,738
CITY OF BELLEVUE, NEBRASKA,)	
)	
Respondent.)	

Main St Properties LLC (“MSP”) presents its claim against the City of Bellevue, Nebraska (“the City”) pursuant to Neb. Rev. Stat. § 16-726 and other applicable law. The name and address of the Claimant are Main St Properties LLC, 2221 Main Street, Bellevue, Nebraska 68005. MSP is represented by attorney, Jason Bruno, and the law firm of Sherrets Bruno & Vogt LLC, at 260 Regency Parkway Drive, Suite 200, Omaha, Nebraska 68114. The amount of the claim is \$469,738, comprised of the following:

- \$14,000 for interference with three additional parking stalls;
- \$250,000 reduction in fair market value of Property;
- \$42,302 in annual U-Haul rental commission profits and \$3,000 profit in box and moving supply;
- \$115,436 in building improvements and expenditures; and
- \$48,000 in annual lost rent from tenants.

On September 10, 2012, MSP and the City entered into the Bellevue Zoning Development Agreement (“the Development Agreement”), wherein the City agreed to rezone MSP’s real property located at 2221 Main Street (“the Property”) from RG-50-OTO to BGM-OTO. The Development Agreement is attached as Exhibit A. The plain terms of the Development Agreement state, in pertinent part:



No parking or storage of U-Haul vans, trucks or trailers shall be permitted on the portion of the Parcel *north of the north face* of the building currently situated on the Parcel. (Exhibit A, Pg. 2, ¶ 4) (emphasis added).

Prior to the Development Agreement, MSP was utilizing the parking spots north of the north face of the building to park U-Haul vans, trucks, and trailers. MSP gave up the ability to continue to park U-Haul vans, trucks, and trailers in those spots as consideration and in exchange for the obligations of the City in the Development Agreement.

MSP has not violated any zoning laws, ordinances, or regulations. MSP has fully complied with the terms of the Development Agreement and has not parked or stored any U-Haul vans, trucks, or trailers north of the north face of the building since the Development Agreement was executed.

After the passage of nearly eight years since it entered into the Development Agreement, the City suddenly and arbitrarily contended that MSP could not park U-Haul vans, trucks, or trailers in three additional spots circled on the photograph attached as Exhibit B. The City claimed that those three additional spots violate the restriction in the Development Agreement because they are generally on the north side of the building. On June 19, 2020, the City issued Enforcement Official Notice (No. 00310) on the Property. A copy of the Zoning Violation is attached as Exhibit C.

The City's contentions are baseless and constitute material breaches of the Development Agreement. The Development Agreement does not prohibit MSP from parking vehicles on the north side of building or pertain to the three additional parking spots depicted on Exhibit B. The City is attempting to expand the clear and unambiguous language of the Development Agreement, which only prohibits parking to the north of the *north face* of the building. The attempt to re-write and misconstrue the agreement is improper, a breach of contract, and deprives

MSP of the benefit of its bargain. “A contract written in clear and unambiguous language is not subject to interpretation or construction and must be enforced according to its terms.” *Ray Anderson, Inc. v. Buck's, Inc.*, 300 Neb. 434, 441, 915 N.W.2d 36, 42 (2018).

MSP entered into the Development Agreement and gave up valuable consideration, including the right to park in parking spots north of the north face of the building, so it could operate a U-Haul business and park and store U-Haul vans, trucks, or trailers on the Property, including in the three spots depicted in Exhibit B. The City’s attempt to unilaterally change the negotiated and agreed upon terms of the Development Agreement is further contradicted by the Parties’ actions since that agreement was executed. MSP has conspicuously parked U-Haul trucks and trailers in those same three parking spots since September of 2012 with the City’s knowledge and without any problems, complaints, or purported violations. “The best, if not controlling, evidence of the intent of the parties to an agreement is the parties’ interpretation of the agreement as evidenced by their actions in performance of the agreement.” *Marvin E. Jewell & Co. v. Thomas*, 231 Neb. 1, 6, 434 N.W.2d 532, 535 (1989).

The Zoning Violation further constitutes a breach of the Development Agreement because there were no U-Haul, vans, trucks, or trailers located in the three additional spots depicted on Exhibit B or north of the north face of the building at the time it was issued because MSP’s counsel was investigating the City’s contentions. On June 19, 2020, MSP’s attorney alerted the City’s attorney to the fact that there were no U-Haul, vans, trucks, or trailers located in the three additional spots depicted on Exhibit B or north of the north face of the building at the time the Zoning Violation was issued, asked for clarification of the alleged violation, and requested photographic evidence of any violation. A copy of the June 19, 2020 email is attached as Exhibit D. The City never responded to the June 19, 2020 email or provided evidence of any

violation existing at the time of the citation. The Zoning Violation does not articulate the reasons for its issuance with any specificity or list any zoning ordinance sections that MSP purportedly violated. The Zoning Violation required the purported zoning violation to be remedied on or before June 19, 2020, *the same day it was issued*.

On July 2, 2020, the City notified MSP's attorney that a hearing was scheduled before the Bellevue Planning Commission where the Property would be reverted to its previous zoning of RG-50-OTO. A true and correct copy of the July 2, 2020 correspondence is attached as Exhibit E. In the July 2, 2020 correspondence, the City notified MSP that it could not participate in or be heard at the hearing to rezone its Property. The City stated:

Please let this letter serve as notice that a hearing is scheduled before the Bellevue Planning Commission on July 23, 2020 at 7:00 p.m. to rezone the parcel located at 2221 Main Street in Bellevue, Sarpy County, Nebraska to its prior RG-50-OTO zoning. The rezoning from BGM-OTO to RG-50-OTO and the scheduled hearing is being conducted pursuant to the Bellevue Zoning Development Agreement signed on or about September 10, 2012 and recorded with the Sarpy County Register of Deeds at Instrument Number 2012-29687.

Since Main St. Properties LLC waived its rights to defend any action(s) of the City to enforce any of its rights granted under the Agreement, including but not limited to this rezoning hearing, you will not be allowed to address the Bellevue Planning Commission on this matter.

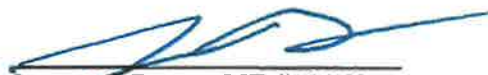
The City has breached the Development Agreement by: 1) threatening and issuing a Zoning Violation to MSP; 2) attempting to alter and rewrite the Development Agreement years after its execution; 3) interfering with and failing to allow continued use of the Property as a U-Haul operation; 4) failure to allow the RG-50-OTO zoning; 5) threatening to rezone the Property and rezoning the Property; 6) fabricating violations of the Development Agreement; 7) restricting parking and storage on the Property beyond the north of the north face of the building on the Property; 8) impeding MSP's business, expectancies, property rights, and interests; 9) failing to afford MSP appropriate notice of default or opportunity to cure as required by

Paragraph 6 of the Development Agreement; and 10) failing to act in good faith as required by Paragraph 14 of the Development Agreement.

Dated this 12th day of July, 2020.

MAIN ST PROPERTIES LLC, CLAIMANT

By:


~~Jason M. Bruno, NE #23062~~
James L. Schneider, NE #25825
SHERRETS BRUNO & VOGT LLC
260 Regency Parkway Drive, St. 200
Omaha, NE 68114
(402) 390-1112 Telephone
(402) 390-1163 Facsimile
law@sherrets.com
ATTORNEYS FOR CLAIMANT

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

I, Patrick Shannon, being first duly sworn upon oath, state that I am an authorized representative of the Claimant Main St Properties LLC, I have read the foregoing Notice of Claim, have personal knowledge of the contents herein, and confirm that the facts set forth herein are true and correct to the best of my knowledge and belief.



Subscribed and sworn to before me by Patrick Shannon on this 12th day of July, 2020.




Notary Public

CERTIFICATE OF SERVICE

I hereby certify that on July 12, 2020, a true and accurate copy of the foregoing was served via Electronic Mail to:

Susan Kluthe
Bellevue City Clerk
1500 Wall Street
Bellevue, Nebraska 68005
susan.kluthe@bellevue.net

Bree Robbins
Bellevue City Attorney
1500 Wall Street
Bellevue, Nebraska 68005
bree.robbins@bellevue.net

I hereby certify that on July 13, 2020, a true and accurate copy of the foregoing was served via hand delivery to:

Susan Kluthe
Bellevue City Clerk
1500 Wall Street
Bellevue, Nebraska 68005
susan.kluthe@bellevue.net

Bree Robbins
Bellevue City Attorney
1500 Wall Street
Bellevue, Nebraska 68005
bree.robbins@bellevue.net



EXHIBIT A

COPY

Record & Return to:
Adams & Sullivan, P.C., L.L.O.
1246 Golden Gate Drive, Suite 1
Papillion, NE 68046

BELLEVUE ZONING DEVELOPMENT AGREEMENT

THIS ZONING DEVELOPMENT AGREEMENT (the "Agreement"), made this 10th day of September, 2012 (the "Effective Date"), by and between Main St. Properties, LLC (the "Owner") and the City of Bellevue, a Nebraska Municipal Corporation (the "City"). For the purposes of this Agreement, Owner and City may be referred to individually as a "Party" and collectively as the "Parties".

RECITALS

A. WHEREAS, the Owner is the owner of the real property legally described as Lots 1-3, Block 55, City of Bellevue, Sarpy County, Nebraska (the "Parcel"), which Parcel is within the corporate limits of the City and within the City's zoning and platting jurisdiction; and

B. WHEREAS, the Owner has requested rezoning of the Parcel by the City from RG-50-OTO to BGM-OTO to allow continued use of the Parcel for business offices and to allow use of the Parcel as a U-Haul operation for the rental of moving vans, trucks, trailers and related equipment and the sale of boxes and packing materials (the "Project"); and

C. WHEREAS, the City is willing to conditionally rezone the Parcel from RG-50-OTO to BGM-OTO so long as the Parcel is not used for any other uses, as defined by the City of Bellevue Zoning Ordinance, allowable under BGM zoning, except as provided herein; and

D. WHEREAS, City has determined that it is in the best interest of the health, safety and welfare of the City and its residents to exercise its legislative prerogative in favor of Owner as contemplated by paragraph B of the recitals conditioned upon Owner establishing for its own benefit and for the mutual benefit of all future owners and occupants of the Parcel, certain

privileges, covenants, terms, conditions, restriction, and rights in, under, over and upon the Parcel together with certain mutually beneficial covenants, privileges, restrictions and obligations with respect to the use, operation and maintenance of the Parcel in addition to those matters currently of record, and notwithstanding any other right, privilege, interest of entitlement whatsoever inuring to Owner or their successors, grantees or transferees as an owner, user or occupant of the Parcel, whether under the laws of the State of Nebraska, the City or otherwise, the same hereby being waived by Owner to the maximum extent permitted by law; and

E. WHEREAS, it is intended that all owners, mortgagees, beneficiaries and trustees under trust deeds, occupants and all other persons hereafter acquiring any right, title or interest in the Parcel shall at all times enjoy the benefits of, and shall hold their interests subject to all rights, easements, privileges, covenants, terms, conditions and restrictions set forth in this Agreement, all of which shall run with the land and be binding upon the Parcel and anyone having or acquiring any rights, title or interest in or to any part thereof. All rights, easements, privileges, covenants, terms, conditions and restrictions created hereunder are declared to be in furtherance of a plan to promote and protect the cooperative use, operation and maintenance of the Parcel, the comprehensive development of the City and otherwise for the public health, safety, welfare and best interests of the City and its residents.

NOW THEREFORE, the Parties agree as follows:

1. Authority. The City has the authority to enter into this Agreement pursuant to Neb. Rev. Stat. §19-901 et. seq., as amended, and pursuant to Nebraska law.
2. Zoning. The City shall conditionally rezone the Parcel from RG-50-OTO to BGM-OTO.
3. Initial Use and Development. The Parcel shall be used only for (a) business offices and (b) the Project except as any different use is expressly authorized hereafter by action of the Bellevue City Council
4. Restrictions on the Project. No parking or storage of U-Haul vans, trucks or trailers shall be permitted on the portion of the Parcel north of the north face of the building currently situated on the Parcel.
5. Zoning Restrictions. The Parcel shall retain conditional BGM-OTO zoning for the term of this Agreement if and only if the following conditions are satisfied:
 - (a) The Parcel shall be used for the Project and for business offices and for no other use or purpose.
 - (b) The City shall file this Agreement and any amendments thereto, including all exhibits, in the Sarpy County office specified for recording zoning ordinances. The City shall record this Agreement and any amendments thereto, including all exhibits, in the Office of the

Register of Deeds of Sarpy County, Nebraska, against the Parcel so as to notify all persons, including future owners of the Parcel, as to the use and development restrictions placed upon the Parcel; and

(c) The Developer shall otherwise comply with the requirements for BGM-OTO.

(d) At such time as none of the lots presently zoned for residential uses in Blocks 55, 56 and 106, City of Bellevue, are zoned for residential uses, the limitations and restrictions set forth in this agreement shall be of no further force and effect, with the Parcel thereafter being usable for any purpose permitted under BGM zoning.

6. Violations and Remedies. In the event that the Owner should violate any of the provisions of this Agreement, then, after providing the Owner with written notice of such violation, and upon the Owner's failure to cure such violation within ten (10) days after receipt of such notice, or, after three (3) violations have occurred regardless if the violations are cured, the City shall have the following rights:

(a) To schedule a hearing to rezone the Parcel to its prior RG-50-OTO zoning and, at such hearing, rezone the Parcel back to RG-50-OTO zoning;

(b) To deny the approval of any additional permits or certificates with respect to the Parcel;

(c) To bring a legal action to prohibit and/or enjoin an unlawful use and/or development from continuing upon the Parcel; and

(d) To utilize any and all other remedies provided to the City by law.

7. Acknowledgement of Remedies of City. Owner acknowledges that failure to comply with the terms of this Agreement shall cause damage to the City which may not be fully redressed by monetary damages and that the remedies provided to the City in this Agreement constitute reasonable liquidated damages clauses under Nebraska law.

8. Jurisdiction and Venue. Should the City bring any legal action pursuant to this Agreement, Owner, including their officers, directors and employees, shall consent to personal jurisdiction in the State of Nebraska and shall consent to venue in Sarpy County, Nebraska.

9. Covenant Not to Sue or Defend. Owner hereby represents, warrants and covenants that they shall not sue the City, nor shall they defend any proceeding brought by City, based upon (a) unlawful taking, (b) inverse condemnation, (c) standing, (d) invalidity or vagueness of this Agreement, or (e) similar claims or defenses, should the City seek to enforce any of its rights granted under this Agreement.

10. Binding Effect. This Agreement shall be binding upon and inure to the benefit and burden of the Parties hereto, and their respective successors and assigns. No right granted herein may be severed from the entirety of this Agreement except as expressly permitted by this Agreement, or by the written consent of the then interested Parties.

11. Nondiscrimination. With respect to development of the Project, neither the Developer nor the Owner shall discriminate against any persons on account of race, national origin, sex, age, political or religious affiliations, or disability in violation of federal or state laws or local ordinances.

12. Choice of Laws. The laws of the State of Nebraska shall govern as to the interpretation, validity and effect of this Agreement.

13. Complete Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the Parties with respect to the subject matter of this Agreement.

14. Good Faith. Every representation, covenant, warranty or other obligation within this Agreement shall carry with it an obligation of good faith in its performance or enforcement.

15. Warranty. Owner represents, covenants and warrants that the making and execution of this Agreement, and all other documents and instruments required or related hereunder, have been fully authorized by the necessary corporate and company action of Owner and are valid, binding and enforceable obligations of the Owner in accordance with their respective terms.

16. Modification. This Agreement may not be amended, modified or altered unless by written agreement signed by the City and Owner.

17. Approval. This Agreement is conditional, subject to the approval of the City Council of City.

18. Running with the Land. This Agreement, including any obligations, representations, warranties and covenants shall run with the Parcel and shall be binding upon any subsequent owners of the Parcel.

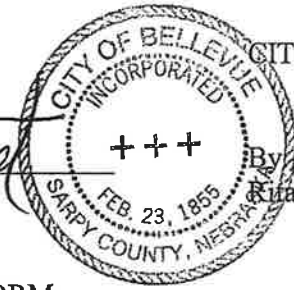
19. Cost of Filing. Owners shall pay the cost of filing this document with the Sarpy County Register of Deeds.

WHEREFORE, the Parties have signed this Agreement as of the Effective Date.

(Signature pages to follow.)

ATTEST:

[Signature]
City Clerk



CITY OF BELLEVUE

By *[Signature]*
Rita Sanders, Mayor

APPROVED AS TO FORM:

Attorney for City of Bellevue

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 10th day of September, 2012, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Rita Sanders, Mayor of the City of Bellevue, a Nebraska Municipal Corporation, to me personally known to be the identical person whose name is affixed to the foregoing instrument who acknowledged the same to be her voluntary act and deed on behalf of said corporation.

Witness my hand and notarial seal on the day and year last above written.



[Signature]

Notary Public

MAIN ST. PROPERTIES, LLC

By: *Pat Shannon*
Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 11th day of September 2012, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Pat Shannon, Manager of Main St. Properties, LLC, to me personally known to be the identical person whose name is affixed to the foregoing instrument who acknowledged the same to be his voluntary act and deed as the Manager of Main St. Properties, LLC and the voluntary act and deed of the LLC.

Witness my hand and notarial seal on the day and year last above written.



Kay Dammast
Notary Public

APPROVED AS TO FORM:

Attorney for Owner

EXHIBIT B



EXHIBIT C

BELLEVUE CODE ENFORCEMENT
OFFICIAL NOTICE - ZONING VIOLATION

Z- No 00310

TIME 2:15 pm

DATE June 19, 2020

NAME: Posted Front Door ADDRESS: —

LOCATION OF VIOLATION: 2221 Main St

OWNER: — ADDRESS: —

YOU ARE HEREBY NOTIFIED THAT YOU ARE IN VIOLATION OF THE
BELLEVUE ZONING ORDINANCE AS INDICATED BELOW:

- Zoning Ordinance Sec: Ref Contract Zoning Agreement
- Zoning Ordinance Sec: with City of Bellevue
- Zoning Ordinance Sec: —

YOU ARE HEREBY ORDERED TO REMEDY THE VIOLATION (BY ABATEMENT AND/OR REMOVAL) ON OR
BEFORE: July 19 2020

TO REMEDY THE VIOLATION(S), YOU SHALL Have all Uhaul vans, trucks
and/or trailers Parked or Stored South of the
North face of the Building

THIS NOTICE APPLIES TO THESE AND ANY FUTURE VIOLATIONS. FUTURE VIOLATIONS THAT ARE REPEAT VIOLATIONS WILL NOT BE GIVEN A NOTICE AND WILL BE SUBJECT TO IMMEDIATE ABATEMENT OR REMOVAL BY THE CITY.

APPEAL TO THE BOARD OF ADJUSTMENT: You have **thirty (30) calendar days** after the day you receive this Official Notice to appeal this Order to the Board of Adjustment. If you fail to timely appeal this Order or fail to appear at a hearing scheduled pursuant to a timely request, then it shall be conclusively presumed that you are in violation of the Bellevue Zoning Ordinance sections referenced above. If you have any questions concerning how to request a hearing, please contact **BELLEVUE PLANNING DEPARTMENT at 402-293-3026.**

Received by: Posted Front Door Issued by: D. Kuhlman

FOR FURTHER INFORMATION OR QUESTIONS ABOUT THIS OFFICIAL NOTICE, PLEASE CONTACT:
BELLEVUE CODE ENFORCEMENT AT 402-293-3050

FOR FURTHER INFORMATION OR QUESTIONS ABOUT THE APPEAL PROCESS, PLEASE CONTACT:
BELLEVUE PLANNING DEPARTMENT AT 402-293-3026

EXHIBIT D

Jason Bruno

From: Jason Bruno
Sent: Friday, June 19, 2020 3:52 PM
To: Bree Robbins
Cc: Law Office
Subject: Re: 6.19.20 Ltr to Bruno re 2221 Main Street

Follow Up Flag: Follow up
Flag Status: Completed

Good afternoon,

Would you mind telling me what the violation Mr. Shannon received today was for? That aerial was not current and there was nothing in the three spots referenced at the time the citation was issued. Do you have any photographic evidence of the purported violation? Thank you.

Jason M. Bruno
Attorney at Law
Licensed in Nebraska, Arizona, Minnesota & Texas

On Jun 19, 2020, at 1:45 PM, Bree Robbins <bree.robbs@bellevue.net> wrote:

Mr. Bruno:
Please see attached.

Bree Robbins
Bellevue City Attorney

1500 Wall Street
Bellevue, NE 68005
(402) 682-6157 - Tahnee (City Paralegal)
(402) 682-6156 - Bree
(402) 293-3058 - Fax

Confidentiality Notice: 18 U.S.C. 2510 et seq. provides federal criminal and civil penalties for the unauthorized reading of this e-mail if you are not the intended recipient

<6.19.20 Ltr to Bruno re Uhaul.pdf>

EXHIBIT E



CITY OF BELLEVUE

OFFICE OF THE CITY ATTORNEY

1500 Wall Street □ Bellevue, NE 68005 □ (402) 682-6156
Bree.robbs@bellevue.net

July 2, 2020

Jason Bruno
jbruno@sherrets.com
law@sherrets.com

RE: 2221 Main Street (*Lots 1- 3 Block 55 Bellevue*)
REZONING NOTICE

Dear Mr. Bruno:

Please let this letter serve as notice that a hearing is scheduled before the Bellevue Planning Commission on July 23, 2020 at 7:00 p.m. to rezone the parcel located at 2221 Main Street in Bellevue, Sarpy County, Nebraska to its prior RG-50-OTO zoning. The rezoning from BGM-OTO to RG-50-OTO and the scheduled hearing is being conducted pursuant to the Bellevue Zoning Development Agreement signed on or about September 10, 2012 and recorded with the Sarpy County Register of Deeds at Instrument Number 2012-29687.

Since Main St. Properties LLC waived its rights to defend any action(s) of the City to enforce any of its rights granted under the Agreement, including but not limited to this rezoning hearing, you will not be allowed to address the Bellevue Planning Commission on this matter.

Finally, your paralegal, Alysia Waller, called our planning department on June 30, 2020 inquiring into how to appeal a zoning violation received on or about June 19, 2020 (Z-00310). Typically, appeals are made the Bellevue Board of Adjustment and only allowed for specific enumerated reasons, none of which would be applicable in the present situation. Additionally, as stated above, your client has waived its right to defend any action(s) of the City to enforce its rights under this agreement. Additionally, I would remind you that the City of Bellevue is represented by an attorney in this matter, as you are well aware, and all communications from your office need to go directly through me.

Sincerely,

/s/ Bree Robbins

Bree Robbins
City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15b.
11/16/2021

COUNCIL MEETING DATE: 11/16/2021		SUBMITTED BY: Tammi Palm		Planning Manager	
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	<input checked="" type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Request to approve park expenditure in the amount of \$50,960 for Sanitary and Improvement District No. 263 Brook Park.

SYNOPSIS/BACKGROUND:

Section 7-23, Subdivision Regulations, requires a Sanitary and Improvement District to get Council approval for park expenditures. SID #263 (Brook Park) is requesting park improvements in the amount of \$50,960. The SID is requesting to install a small footbridge over a waterway crossing along the park trail. The SID engineers have indicated this will resolve a drainage issue in the park area.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

ATTACHMENTS:

1. Resolution No. 2021-41	2. Project Bid Sheet	3. Engineering documents from Lamp Ryncarson
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]

RESOLUTION 2021-41

WHEREAS, Sanitary and Improvement District No. 263 of Sarpy County, Nebraska, which encompasses the subdivision in Sarpy County known as Brook Park/Brookside and is located within the zoning jurisdiction of the City of Bellevue, proposes to construct park improvements within the boundaries of Sanitary and Improvement District No. 263, Brook Park/Brookside, at the following estimated cost - \$50,960.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of the City of Bellevue, Nebraska does herewith approve the expenditure by Sanitary and Improvement District No. 263, Brook Park/Brookside, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded in the amount of \$50,960 for park improvements

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

RECEIVED

OCT 27 2021

PLANNING DEPT.

SID 263 BROOK PARK
PEDESTRIAN BRIDGE 2021

LAMP RYNEARSON
0110020.90-396
SKOURUP/KLUSAW

ADDENDUMS ISSUED 0
SEPTEMBER 1, 2021
PAGE 1 OF 1

ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY		DOSTALS CONST CO INC		TAB CONSTRUCTION CO		MC WELLS CONTRACTING LLC		K2 CONSTRUCTION		KILDOW CONSTRUCTION		ME COLLINS CONTRACTING CO INC	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1	LS	2,000.00	\$2,000.00	6,592.20	\$6,592.20	5,500.00	\$5,500.00	5,800.00	\$5,800.00	3,000.00	\$3,000.00	32,000.00	\$32,000.00
2	REMOVE SIDEWALK	370	SF	3.00	\$1,110.00	3.75	\$1,387.50	8.00	\$2,960.00	3.00	\$1,110.00	1.25	\$462.50	6.00	\$2,220.00
3	REMOVE CULVERT PIPE	15	LF	30.00	\$450.00	34.20	\$513.00	20.00	\$300.00	30.00	\$450.00	30.00	\$450.00	32.00	\$480.00
4	REMOVE RIP RAP	1	LS	1,000.00	\$1,000.00	421.20	\$421.20	2,500.00	\$2,500.00	1,000.00	\$1,000.00	450.00	\$450.00	525.00	\$525.00
5	EARTHWORK (EXCAVATION)	50	CY	60.00	\$3,000.00	8.85	\$442.50	30.00	\$1,500.00	28.00	\$1,400.00	27.00	\$1,350.00	55.00	\$2,750.00
6	INSTALL, MAINTAIN, AND REMOVE ORANGE SAFETY FENCING	250	LF	2.00	\$500.00	4.90	\$1,225.00	10.00	\$2,500.00	5.50	\$1,375.00	3.00	\$750.00	4.00	\$1,000.00
7	CONSTRUCT EAST ABUTMENT	1	LS	6,500.00	\$6,500.00	6,330.00	\$6,330.00	5,500.00	\$5,500.00	4,500.00	\$4,500.00	12,000.00	\$12,000.00	13,000.00	\$13,000.00
8	CONSTRUCT WEST ABUTMENT	1	LS	6,500.00	\$6,500.00	6,330.00	\$6,330.00	5,500.00	\$5,500.00	4,500.00	\$4,500.00	12,000.00	\$12,000.00	13,000.00	\$13,000.00
9	FURNISH AND INSTALL PRE-FABRICATED PEDESTRIAN BRIDGE WITH TIMBER DECKING	1	LS	25,000.00	\$25,000.00	28,441.00	\$28,441.00	25,000.00	\$25,000.00	28,000.00	\$28,000.00	39,000.00	\$39,000.00	40,000.00	\$40,000.00
10	CONSTRUCT 5" SIDEWALK - TYPE L65	260	SF	10.00	\$2,600.00	11.70	\$3,042.00	10.00	\$2,600.00	15.25	\$3,965.00	5.50	\$1,430.00	18.00	\$4,680.00
11	INSTALL SILT FENCE	100	LF	5.00	\$500.00	4.45	\$445.00	8.00	\$800.00	4.00	\$400.00	2.50	\$250.00	6.00	\$600.00
12	INSTALL ROLLED EROSION CONTROL - TYPE II	600	SY	2.00	\$1,200.00	2.65	\$1,590.00	3.00	\$1,800.00	3.50	\$2,100.00	3.50	\$2,100.00	4.00	\$2,400.00
13	INSTALL SEEDING - TYPE A	600	SY	1.00	\$600.00	1.20	\$720.00	3.00	\$1,800.00	6.50	\$3,900.00	2.50	\$1,500.00	2.00	\$1,200.00
	TOTAL BID AMOUNT				\$50,960.00		\$57,479.40		\$58,260.00		\$58,500.00		\$74,742.50		\$113,855.00

ENGINEERS ESTIMATE:\$41,450.00
BID BOND AMOUNT:\$2,100.00

SID 263 Brook Park Bridge Structure Selection Report

Prepared for:
SID 263 (Brook Park)
Sarpy County, NE

Date: December 4, 2020
Lamp Rynearson Project No. 110020.90

Prepared by:
Brian Skourup, PE; NE E-14486; Senior Structural Engineer
SID board bridge decision: Markups by Tyler Klusaw 2/22/2021 shown in blue

Introduction

The SID would like to install a span over a small waterway crossing a walking path in Brook Park. The existing small-diameter plastic profile wall pipe is prone to collecting debris and must be regularly cleared. The SID wishes to eliminate the maintenance required by the existing solution by increasing the flowable area beneath the walking path. A small footbridge is a natural solution. The replacement span length is approximately 10 feet. The current condition is illustrated by Figure 1, below.



Figure 1 – Existing Condition

Span Selection

-Introduction

The primary considerations for selecting the pedestrian bridge are: cost, appearance, durability, required maintenance, service life, and size of the construction equipment required for erection. Three options are considered: a round or arch pipe with concrete overlay, a metal prefabricated short span, and a timber pre-fabricated stringer span. All three options vary in terms of cost, durability, maintenance, and size of construction equipment required for erection. A fundamental difference between the three options is the bridge appearance.

~~Buried Pipe with Overlay~~

~~Figure 2 illustrates a buried pipe with overlay. The pipe may be round or arch shaped and made of reinforced concrete. The span for this option is likely between 2 feet and 5 feet. This option should be the most economical and the least disruptive to the existing path and aesthetic. Additionally, this option provides a larger hydraulic opening than the current condition, which resolves the existing maintenance issue. The estimated cost for this option is between \$5,000 and \$10,000 depending on the pipe size, material, and the resulting extents of construction required to reconstruct the pathway.~~



Figure 2 – Buried Pipe with Overlay

-Metal Span

Figures 3 and 4 illustrate two types of metal spans: an aluminum plate arch bridge and a steel thru-truss bridge. Both options provide a larger opening for the waterway and different aesthetics. The span for the aluminum plate arch bridge is 5 feet or greater. The span for the thru-truss steel bridge is 20 feet or greater, making this option a feature or signature element of the path. The thru-truss span also includes an integral guardrail. However, these features also come at greater cost than the previous option. The superstructure for both options is provided by a specialty manufacturer. The site preparation for both options will also be more extensive and thus, more expensive. The thru-truss span will require concrete abutments at each end to support the bridge. The estimated cost for the aluminum plate arch bridge option is between \$15,000 and \$25,000 which includes shipping costs from fabrication facility to site and the site work. The estimated cost for a steel thru-truss bridge is between \$20,000 and \$30,000 which includes shipping costs and site preparation.



Figure 3 – Aluminum Plate Arch Bridge



Figure 4- Steel Thru-Truss Bridge

Timber Span

Figure 5 illustrates a timber span with integral guardrails. The thru-truss span also includes an integral guardrail. Again, the superstructure for this option is provided by a specialty manufacturer. The site preparation for this option is comparable to the steel span. The estimated cost for a timber bridge is between \$15,000 and \$25,000 which includes shipping costs and site preparation. The shortest feasible span for this option is approximately 10 feet, making this option a feature or signature element of the path.



Figure 5- Timber Bridge

Summary

There are four options considered in this report. Each is concisely summarized here.

1. The buried pipe with overlay is the most economic and the least intrusive option. It will provide improved flow through the pipe, but less than the larger spans. The estimated cost for this option is between \$5,000 and \$10,000.
2. The aluminum plate arch bridge provides greater flow than the first option at a higher cost. This option is less intrusive and more economical than options 3 and 4. The estimated cost for this option is between \$15,000 and \$25,000.
3. The steel bridge span will provide greater flow than options 1 and 2. This option will become a significant feature of the trail and park due to its size. The estimated cost for this option is between \$25,000 and \$35,000.
4. The timber bridge span will provide similar flow to option 3. This option will also likely become a significant feature of the trail and the park due to its size. However, the minimum span length may be shorter than the steel option. The estimated cost for this option is between \$15,000 and \$25,000.

Selected Bridge

SANITARY AND IMPROVEMENT DISTRICT NO. 263 SARPY COUNTY, NEBRASKA PEDESTRIAN BRIDGE (BROOK PARK)

APPROXIMATE QUANTITIES

SCHEDULE OF APPROXIMATE QUANTITIES				
ITEM NO.	ITEM DESCRIPTION	APPROXIMATE QUANTITY	UNIT	FINAL QUANTITY
1	MOBILIZATION	1	LS	LS
2	REMOVE SIDEWALK	270	SF	SF
3	REMOVE CULVERT PIPE	15	LF	LF
4	REMOVE RIP RAP	1	LS	LS
5	EMPHASIS DEMARKATIONS	30	CS	CS
6	METAL WORKING AND REMOVE ORANGE SAFETY FENCING	750	LF	LF
7	CONSTRUCT EAST ABUTMENT	1	LS	LS
8	CONSTRUCT WEST ABUTMENT	1	LS	LS
9	CURB AND METAL PRE-PANICATED PEDESTRIAN BRIDGE WITH TAPER BECKING	1	LS	LS
10	CONSTRUCT 8' SIDEWALK - TYPE LB	200	SF	SF
11	CONSTRUCT 8' SIDEWALK - TYPE LB	100	LF	LF
12	METAL ROLLER CRUSHION CONTROL - TYPE S	600	SF	SF
13	METAL BEEDING - TYPE A	600	SF	SF



LOCATION MAP

INDEX OF SHEETS

SHEET NUMBER	SHEET DESCRIPTION	ORIG. DATE	REVISION DATE
1	COVER SHEET	08-11-2021	
2	LEADING SHEET	08-11-2021	
3	ORIG. TOPOGRAPHIC SURVEY FOR IMPROVEMENT PURPOSES SHEET	06-11-2021	
4	PEDESTRIAN BRIDGE LAYOUT AND GRADING PLAN	08-11-2021	
5	PEDESTRIAN BRIDGE DETAILS	08-11-2021	

RECEIVED
OCT 27 2021
PLANNING DEPT.



CONSTRUCTION ACCESS ROUTE MAP

LAMP
RYNEARSON

OMAHA, NEBRASKA
14710 W. DODGE RD., STE. 100 4042498-2498
FORT COLLINS, COLORADO
4715 INNOVATION DR., STE. 100 (970)228-0342
KANSAS CITY, MISSOURI
8001 STATE LINE RD., STE. 200 (816)381-0440
LAMPRYNEARSON.COM

L:\Projects\2021\263\263-001\263-001.dwg 10/27/21 10:10:10 AM

S:\Projects\2021\263\263-001\263-001.dwg 10/27/21 10:10:10 AM

LAMP RYNEARSON

LAMP RYNEARSON, COM
 OMAHA, NEBRASKA
 FORT COLLINS, COLORADO
 KANSAS CITY, MISSOURI

LAMP RYNEARSON

1300 WEST ANDERSON STREET
 OMAHA, NEBRASKA
 68102-3000
 FORT COLLINS, COLORADO
 80501-1000
 KANSAS CITY, MISSOURI
 64108-1000

TOPOGRAPHIC SURVEY

LOT 191, BROOK PARK
 SARPY COUNTY, NEBRASKA



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

DESIGNER / DRAFTER
 DATE
 PROJECT NUMBER
 SHEET
 1 OF 1



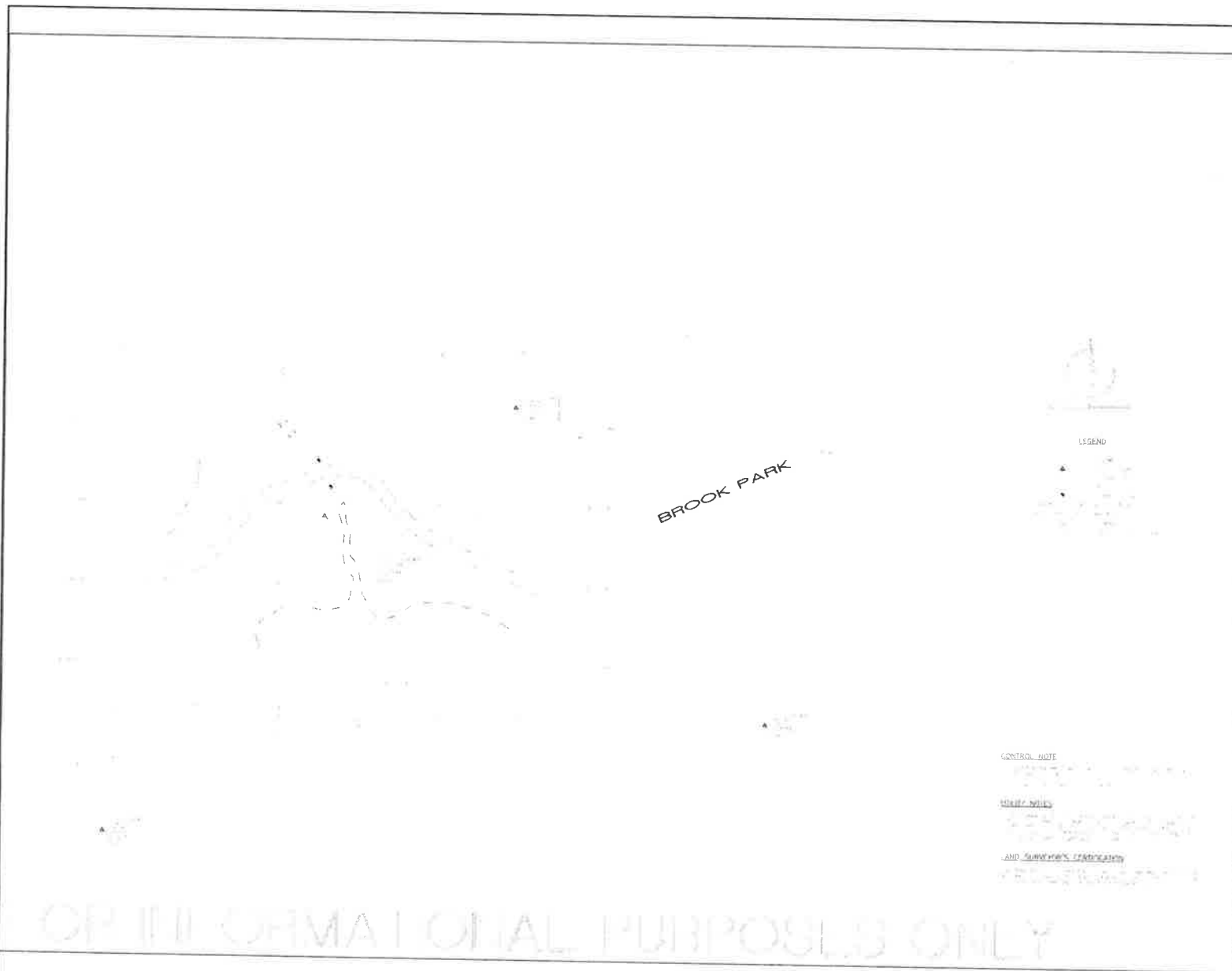
811
 Know what's below.
 Call before you dig.

DESIGNER / DRAFTER
 DATE
 PROJECT NUMBER
 SHEET

SHEET
 3 OF 5

ORIGINAL TOPOGRAPHIC SURVEY
 (FOR INFORMATIONAL PURPOSES ONLY)

SANITARY AND IMPROVEMENT DISTRICT NO. 283 SARPY COUNTY, NEBRASKA
 PEDESTRIAN BRIDGE, (BROOKE PARK)



ELEVATION NOTES

1. PROPOSED CONTOURS ARE FINISHED ROAD/TOP OF PAVEMENT ELEVATIONS. NOT SURGRADE ELEVATIONS.
2. ALL SPOT ELEVATIONS IN PAVEMENT ARE TOP OF SLAB UNLESS NOTED OTHERWISE.

PEDESTRIAN BRIDGE

1. THE ABUTMENTS ARE DIMENSIONED TO ACCOMMODATE A 2% LONG BY 4" WIDE BRIDGE PEDESTRIAN BRIDGE. THE ABUTMENT DIMENSIONS AND/OR ANCHOR BOLT SPACINGS MAY BE MODIFIED TO ACCOMMODATE BRIDGES FROM DIFFERENT MANUFACTURERS. THE ENGINEER SHALL APPROVE MAKE CHANGES OR MAKE PROPOSED CHANGES PRIOR TO CONSTRUCTION OF THE ABUTMENTS TO ACCOMMODATE BRIDGES WITH DIFFERENT BEARING SEAT ELEVATIONS.
2. THE CONTRACTOR SHALL VERIFY AND NOTIFY THE BRIDGE MANUFACTURER OF THE FINAL BRIDGE BEARING COMPONENTS, INCLUDING THE BEARING SEAT AND ANCHOR BOLT LAYOUT (INCLUDING DIMENSIONAL MEASUREMENTS FOR CLEARANCES) IN A TIMELY MANNER SUCH THAT THE BRIDGE MAY BE MANUFACTURED TO CONFORM TO THE CONSTRUCTED BEARING SEATS.
3. BRIDGE SHALL BE CONSTRUCTED WITH POSITIVE DRAINAGE AT 400'-SPAN EQUAL TO 2 1/2".
 TOE SHALL BE EITHER:
 a. # 4 OF PREPARED WEATHERING STEEL PEDESTRIAN BRIDGE WITH WOOD DECK FOR FISH BECK.
 b. #10 NORTH STEEL BRIDGE.
 8401 MOORE AVE.
 FARGO, ND 58103
 (701)332-3345
 OR
 20' x 4' CONTINENTAL COMPOSITE BRIDGE (WEATHERING STEEL) WITH WOOD DECK
 BY: CONTECH ENGINEERED SOLUTIONS
 8025 CENTRE POINT DRIVE
 SUITE 402
 WEST CHESTER, OH 45389
 (603)344-2102

ABUTMENT CONCRETE NOTES

13. CONCRETE SHALL HAVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 3,500 P.S.I. AND MEET THE REQUIREMENTS OF FL 8.4C.
14. ANCHOR BOLTS SHALL CONSIST OF 3/4" DIAMETER A307 ANCHOR BOLTS OR THREADED RODS WITH NUT AND WASHER WELDED TO CONCRETE TO THE DIMENSIONS SHOWN. THE CONTRACTOR SHALL SUPPLY TWO ADDITIONAL NUTS AND WASHERS WITH EACH ANCHOR FOR USE WITH THE BRIDGE. ALL WELDS, EQUIPMENT, TOOLS, MATERIALS AND ACCESSORIES FOR THE SUPPLY AND INSTALLATION OF THE ANCHOR BOLTS SHALL BE CONSIDERED SUBORDINATE TO OTHER ITEMS.
15. ALL REINFORCING SHALL CONFORM TO THE REQUIREMENTS OF ASTM A618 OR A615.
16. ALL EXPOSED CODES SHALL BE CHAMFERED 3/4".
17. THE ABUTMENT STRUCTURES ARE DESIGNED FOR AOSTD STD. SPECIFICATIONS FOR HIGHWAY BRIDGES FOR LATERAL EARTH LOADS OF 50 PCF, EQUILIBRIUM FLUID PRESSURE AND FOR 4,000 LBS. VEHICLE, INCLUDING LATERAL SURCHARGE.
18. ALL CONCRETE REINFORCING SHALL BE STRUCTURAL STEEL CONFORMING TO ASTM A618 AND SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A123, UNLESS NOTED OTHERWISE.
19. EXPANSION JOINT MATERIAL (FIBER TYPE) SHALL CONFORM TO ASTM D1751.
20. ANCHOR BOLTS AND CONCRETE SHALL BE SECURED IN DRILLED HOLES BY A TWO-COMPONENT EPOXY ADHESIVE (EPOXY CROWN 716 OR APPROVED SUBSTITUTE). ADHESIVE SHALL BE MIXED AND APPLIED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. WHICH WEATHER CONDITIONS ARE BEFORE THIS PERMITTED BY THE ADHESIVE MANUFACTURER THE CONTRACTOR SHALL PROPOSE ALTERNATE MATERIALS OR METHODS AT HIS ADDITIONAL COST TO THE OWNER.
21. PLACEMENT OF CONCRETE WHEN THE TEMPERATURE IS BELOW 40°F SHALL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF ACI 308.1. THE PROCEDURES TO OBTAIN SUITABLE CONDITIONS IN THE FORMWORK AND TO PROTECT THE CONCRETE DURING CURING SHALL BE REVIEWED WITH THE ENGINEER 48 HOURS BEFORE THE PLACEMENT.

BRIDGE LOADING

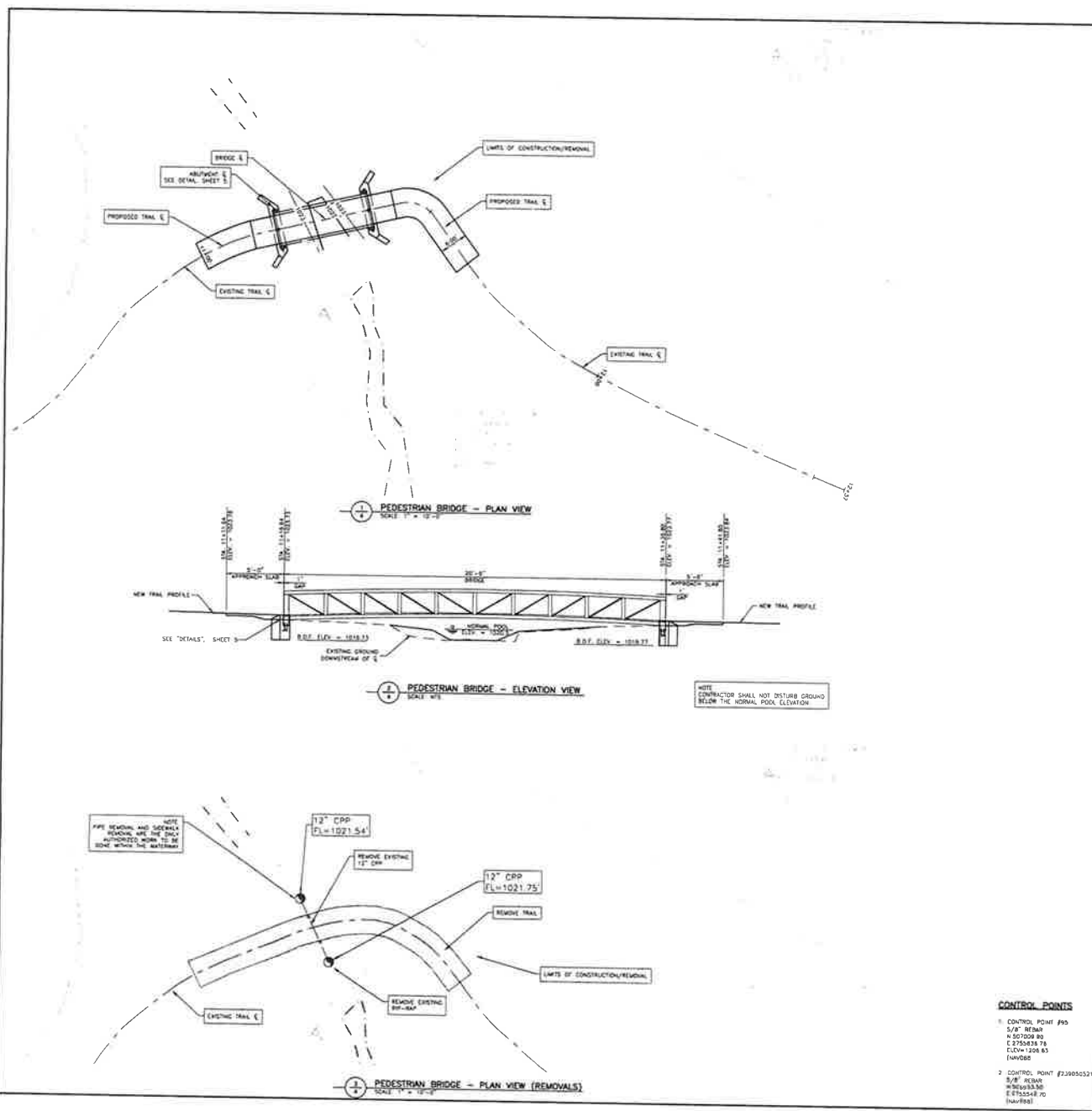
- 80 MPH WIND (25 PSF)
- 4,000 LBS. VEHICLE
- 50 (PSF) LIVE LOAD
- 24" SID. TRAIL
- TOE PLATE
- 40A STANDARD

SIDEWALK NOTES

1. SIDEWALK SURFACING TO A DEPTH OF 8 INCHES AND TO 6 INCHES OF 6 INCHES OUTSIDE OF PAVEMENT EDGES SHALL BE CONFORMANT AS SPECIFIED IN THE CONSTRUCTION REQUIREMENTS SHALL 305.01 IN THE CITY OF OMAHA STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (2015). REMOVE ANY ROOTS ENCOUNTERED DURING CONSTRUCTION.
2. THE CONTRACTOR IS REFERRED TO THE FOLLOWING CITY OF OMAHA STANDARD SPECIFICATIONS: 305.0-01 SIDEWALK CONSTRUCTION.
3. CONCRETE SHALL BE IN ACCORDANCE WITH CITY OF OMAHA STANDARD SPECIFICATION FOR ROAD CONSTRUCTION SECTION 500 UNLESS OTHERWISE NOTED. ALL CONCRETE SHALL BE AIR-ENTRAINED.
4. CONCRETE PAVEMENT SHALL BE CURED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
5. WATER-REDUCING ADJUNCTIVE SHALL BE ADDED TO ALL HAND-PLACED AND FINISHED CONCRETE.

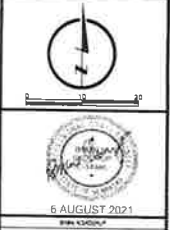
CONTROL POINTS

1. CONTROL POINT #50
5/8" REBAR
N 807009 80
E 275028 76
ELEV=1021.83
(NAD83)
2. CONTROL POINT #230805521
5/8" REBAR
N 806333 80
E 275548 70
(NAD83)



LAMP RYNEARSON

LAMP RYNEARSON .COM
 OMAHA, NEBRASKA
 1474 W. BOSSER RD. STE. 100 OMAHA, NE 68106
 FORT COLLINS, COLORADO
 4175 INNOVATION DR. STE. 100 FORT COLLINS, CO 80526
 KANSAS CITY, MISSOURI
 1881 TRAIL LANE, STE. 200 WESTPORT, MO 64085



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PEDESTRIAN BRIDGE
 LAYOUT AND GRADING PLAN

SANITARY AND IMPROVEMENT DISTRICT NO. 263 SAPPY COUNTY, NEBRASKA
 PEDESTRIAN BRIDGE, (BROOK PARK)



PROJECT NUMBER
 DATE
 SHEET NUMBER
 BOOK AND PAGE

PROJECT NUMBER
 DATE
 SHEET NUMBER
 BOOK AND PAGE

4 OF 5

VIA EMAIL

November 4, 2021

14710 W. Dodge Rd., Ste. 100
Omaha, NE 68154
[P] 402.496.2498
[F] 402.496.2730
LampRynearson.com

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

RECEIVED
NOV 04 2021
PLANNING DEPT.

REFERENCE: S.I.D. No. 263 (Brook Park)
Pedestrian Bridge 2021
Job No. 0110020.90-396

Dear Ms. Palm:

SID 263 board brought concerns to the district's engineer, Lamp Rynearson, about the existing 12" storm pipe collecting debris which crosses under the existing sidewalk; sidewalk becoming unstable due to erosion; and stormwater flowing over the existing sidewalk during rain events depositing sediment across the path. Lamp Rynearson's design addresses the above concerns while beautifying the path with a 20' span steel bridge with wood decking.

Please contact us if you have any further questions.

Sincerely,

LAMP RYNEARSON



Tyler Klusaw, P.E.
Senior Construction Engineer

Enclosure

c: Brent Beller

tk\LA\Engineering\0110020 90\ADMIN\PedestrianBridge2021\LTR Palm 211104.docx

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15c.
11/16/2021

COUNCIL MEETING DATE: 11/16/2021		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Year-End Certification of City Street Superintendent form is the basis for determining the city's calendar year 2021 Incentive funds, verifying Bobby Riggs as the City Street Superintendent

SYNOPSIS/BACKGROUND:

Each year municipalities are required to annually certify the City Street Superintendent and shall be signed by Mayor, and to include copy of Resolution authorizing the signing of the Year-End Certification of City Street Superintendent Form by the Mayor.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve Resolution No. 2020-43: A Resolution authorizing the Mayor to sign the Annual Year-End Certification of City Street Superintendent Form for 2021, verifying Robert Joseph Riggs as the City Street Superintendent from January 1, 2021 to December 31, 2021

ATTACHMENTS:

1. Resolution No. 2020-43	2. Annual Year-End Certification Form	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:



FINANCE APPROVAL AS TO FORM:



ADMINISTRATOR APPROVAL AS TO FORM:



Do not recreate, revise, or copy this form. Revisions, recreations, and copies will not be accepted. Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2021. Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT by December 31, 2021.

RESOLUTION
SIGNING OF THE
YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT
2021

Resolution No. 2021-43

Whereas: State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

Whereas: The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31st of each year) the appointment of the City Street Superintendent(s) to the NDOT using the Year-End Certification of City Street Superintendent form; and

Whereas: The NDOT requires that each certification shall also include a copy of the documentation of the city street superintendent's appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number (if applicable), and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

Whereas: The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson.

Be it resolved that the Mayor Village Board Chairperson of Bellevue
(Check one box) (Print Name of Municipality)
is hereby authorized to sign the attached Year-End Certification of City Street Superintendent completed form(s).

Adopted this 16th day of November, 2021 at Bellevue, Nebraska.
(Date) (Month)

City Council/Village Board Members

City Council/Village Board Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed, and billed as adopted.

Attest:

(Signature of Clerk)

Do not recreate or revise this document. Revisions and recreations will not be accepted. Copying this form is acceptable; see (3) below. **Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2021.** Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT by December 31, 2021.

Year-End Certification of City Street Superintendent For Determining Incentive Payment

January 1, 2021 to December 31, 2021

* (1)(a) Certification of the municipality of Bellevue that Albert Joseph Riggs was the appointed City Street Superintendent from January, 2021 to December 31, 2021.

(b) the above listed individual **is not** or **is** a Licensed City Street Superintendent, License Number S- 1359 Class A,
(Check this box if the above listed individual is not licensed)

(c) the above listed individual **is not** or **is** a Licensed Engineer in Nebraska, License Number E- _____,
(Check this box if the above listed individual is not licensed)

(d) the superintending services of the above listed individual were provided by: *(Check one box)*

Employment with this Municipality Contract (consultant) with this Municipality Contract (interlocal agreement) between this Municipality and the following listed Municipality(ies) and/or County(ies)

(e) the above listed individual assisted in the following: *Reference Neb. Rev. Stat. §39-2512*

1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units,
2. Developing an annual program for design, construction, and maintenance,
3. Developing an annual budget based on programmed projects and activities,
4. Submitting such plans, programs, and budgets to the local governing body for approval; and
5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets,

- OR -

(2) From _____, 2021 to _____, 2021 this municipality did not have an appointed City Street Superintendent.

Signature of Mayor Village Board Chairperson

* (3) If your municipality had a licensed superintendent for a portion of the year; had two or more successive licensed superintendents; and/or did not have an appointed street superintendent for any portion(s) of the calendar year, complete a separate Year-End Certification form for **EACH** appointed city street superintendent **AND** for any period without an appointed city street superintendent. **Copy this form as needed to account for these separate periods.**

(4) The payment amount will be computed based on (a) your most recent Federal Census as certified by the Tax Commissioner; (b) the number of full calendar months served by the appointed superintendent who is licensed or exempted from licensure under the Superintendents Act; (c) class of license, A or B; and (d) if the appointed City Street Superintendent assisted with the required duties in (1)(e) above. *Reference Neb. Rev. Stat. §§39-2302 and 39-2511 through 39-2515.*

(5) **Failure to return the Year-End Certification(s), Signing Resolution, and a copy of documentation of the appointment(s) of the superintendent(s) per the instructions will result in your municipality not receiving an Incentive Payment.**



Return the completed original resolution and certification(s), and a copy of the documentation of appointment(s) by December 31, 2021 to:

Highway Local Liaison Coordinator
Boards-Liaison Services Section
Local Assistance Division
Nebraska Department of Transportation
PO Box 94759
Lincoln NE 68509-4759

Attach Documentation of the City Street Superintendent(s) Appointment for 2021 here:

For most municipalities this information may be found in the November or December 2020 or the January 2021 meetings minutes. Some may involve mayoral appointments, or interlocal agreement (relinquishment of funds).

Call 402-479-4436 if you have any questions about what to submit for documentation.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16a.
11/16/2021

COUNCIL MEETING DATE: 11/16/2021		SUBMITTED BY: Susan Kluthe, City Clerk		
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 checked="" type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

Approval of Waiver Hunting Regulations - Lt. Kurt Stroehrer or Sgt. Don Pleiss reviewed information, either approving or denying the application and then it is submitted to Council for approval.

SYNOPSIS/BACKGROUND:

Hunters wishing to bow hunt within the City of Bellevue during archer season of 9/1/2021 through 12/31/2021 must fill out application and provide documentation they have permission from property owner, provide a sketch of how they set up their hunting site, and provide a copy of their current hunting permit.

FISCAL IMPACT: \$ 0.00 BUDGETED FUNDS: NO GRANT/MATCHING FUNDS: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Request approval of the applications for waiver of hunting applications. Police Lt. Kurt Stroehrer or Sgt. Don Pleiss has already given approval for these hunters and their specified sites.

ATTACHMENTS:

- Listing for approval
-
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. B. Rollins

[Signature]

[Signature]

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16b.
11/16/2021

COUNCIL MEETING DATE: 11/16/2021		SUBMITTED BY: Tammi Palm		Planning Manager	
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	<input type="checkbox"/>	CURRENT BUSINESS	<input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Request to approve a 30-day filing extension for the Redwood 25 final plat, as per Section 4-11, Subdivision Regulations.

SYNOPSIS/BACKGROUND:

Redwood USA, LLC is requesting a 30-day extension for their Redwood 25 final plat, as allowed per Section 4-11, Subdivision Regulations. Staff is recommending approval of this request so they may facilitate their closing.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: _____

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

PROJECT NAME: _____

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

CIP PROJECT NAME: _____ CIP PROJECT NUMBER: _____

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

ACCOUNTING DISTRIBUTION CODE: _____ ACCOUNT NUMBER: _____

RECOMMENDATION:

The Planning Department recommends approval of this request.

ATTACHMENTS:

- | | | |
|-------------------------------|-----------------------|----------|
| 1. Letter from Lamp Rynearson | 2. Email from Redwood | 3. _____ |
| 4. _____ | 5. _____ | 6. _____ |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Robbins

[Signature]

RECEIVED

NOV 03 2021

PLANNING DEPT.

Tammi Palm

From: Michael Kall <MKall@byRedwood.com>
Sent: Wednesday, November 3, 2021 10:08 AM
To: Tammi Palm
Cc: Paul DeKruiff
Subject: Bellevue Plat Extension for Redwood 25th and Cornhusker, Submission Date 11-3-2021
Attachments: LTR PALM Final Plat Delay Request 211013.pdf

Tami,

Pursuant to our ongoing discussion regarding the Plat Extension for Redwood 25th and Cornhusker, this email will serve as our request for an additional 30-day extension per the letter from Lamp Rynearson on October 13, 2021, Copy Attached. As you know, we will need several extensions due in part to our local lender requiring the following to fund and close on our construction loan:

- Survey/Plat – If not part of Site Plan/Engineering Plans already
- Zoning – Approval of Prel Site Plan and/or Rezoning
- Utility Will Serve Letters (Gas/Electric/Telecom/Sanitary/Water). If Sanitary or Water PTI(Permit To Install) that would be ok to use and not need Will Serve Letter.
- Approved Civil Engineering Drawings/Letter of Approval
- Approved Architectural Plans – Could be a plan review letter without a building permit, however we will need addressing or Building Permit Issued

We will send you a check for the 30-day Plat Extension Fee today. Please confirm receipt of this email.

Thanks again for all your help. We look forward to moving this deal forward and being part of Bellevue.

RECEIVED

NOV 03 2021

PLANNING DEPT.

LAMP
RYNEARSON

14710 W. Dodge Rd., Ste. 100
Omaha, NE 68154
[P] 402.496.2498
[F] 402.496.2730
LampRynearson.com

VIA Email

October 13, 2021

Tammi Palm
Planning Manager
City of Bellevue
1510 Wall Street
Bellevue, NE 68005
(402) 293-3038

REFERENCE: Redwood Homes – Bellevue 25
Final Plat – Delay Request
Job No.: 0121027.01-003

Dear Ms. Palm:

Redwood 25 final plat was approved by Bellevue City Council on August 3, 2021, as per the 90 day filing requirement, the original deadline to file the plat was November 1, 2021.

We request a 30 day extension of the deadline to file the plat. The new deadline would be December 1, 2021. We request this extension for the following reasons:

1. The final plat cannot be recorded until the property transfer has occurred and Redwood Home is the owner.
2. Redwood Homes is coordinating with their lender to provide the necessary documentation to approve the loan for property transfer including
 - a. Verification of site plan approval
 - b. Additional coordination with seller regarding timing of property transfer
 - c. Documentation on the proposed ROW dedication for the new Bellevue Public Street, Wolf Creek Drive
3. Coordination of Signatures and other miscellaneous items.

We met with Bellevue Planning on October 13, 2021 to review the issues and believe we have a clear path forward.

Redwood Homes – Bellevue 25
Final Plat – Delay Request
October 13, 2021
Job No.: 0121027.01-003
Page 2

Please note we may need to ask for an additional 30 day extension(s) to coordinate the items noted above. The Developer, Redwood Homes, is committed to this project. Lamp Rynearson has been authorized, by Redwood Homes, to produce final construction plans and we are working towards an early December complete construction document submittal for Building Permit.

Please place this request for an extension on the next Bellevue City Council Agenda. We will submit a check in the amount of \$200 to the City of Bellevue for the extension fee.

Thank you for your attention to this matter and help with this process.

Sincerely,

LAMP RYNEARSON

A handwritten signature in blue ink that reads "John E. Coolidge, P.E." in a cursive style.

John E. Coolidge, P.E.
Vice President

c: Paul DeKruiff

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16c.
11/16/2021

COUNCIL MEETING DATE: 11/16/2021		SUBMITTED BY: Legal		
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:

ACKNOWLEDGMENT AND CONSENT OF COLLATERAL ASSIGNMENT AND PLEDGE AGREEMENT BY THE CITY OF BELLEVUE, NEBRASKA REGARDING THE REDEVELOPMENT NOTE FOR FREEDOM VILLAGE LLC

SYNOPSIS/BACKGROUND:

The City Council approved a Redevelopment Note for Freedom Village LLC. After approval, Freedom Village LLC entered into a Collateral Assignment and Pledge Agreement with Union Bank and Trust Company wherein the loan payments under the Redevelopment Note are collaterally assigned to Union Bank.

The City needs to Acknowledge the Collateral Assignment and agree remit any payments due under the Redevelopment Note directly to Union Bank.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the Mayor to sign the Acknowledgment and Consent of Collateral Assignment and Pledge Agreement.

ATTACHMENTS:

1. Agreement with attachments	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. B. Robbins

[Signature]

[Signature]

**ACKNOWLEDGMENT AND CONSENT OF COLLATERAL ASSIGNMENT
AND PLEDGE AGREEMENT BY THE CITY OF BELLEVUE, NEBRASKA**

The City of Bellevue, Nebraska (“City”) hereby acknowledges receipt of the Collateral Assignment and Pledge Agreement dated November 8, 2021 (“Collateral Assignment and Pledge Agreement”) attached hereto as **Exhibit “1”** between Freedom Village, LLC, a Nebraska limited liability company (“Borrower”) and Union Bank and Trust Company, a Nebraska state banking corporation (“Lender”). The City acknowledges and agrees as follows:

1. The City will remit directly to Lender at 2720 S. 177th Street, Omaha, NE 68130, those sums payable by City pursuant to the Redevelopment Note attached hereto as **Exhibit “2”**.

Dated this ____ day of November, 2021.

CITY OF BELLEVUE, NEBRASKA, a
Municipal Corporation

By: _____
Mayor of the City of Bellevue

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk of the City of Bellevue

City Attorney

APPROVED BY FREEDOM VILLAGE
LLC, a Nebraska Limited Liability Company.
(Borrower):

By: _____
Jolene Roberts, Manager

EXHIBIT "1"

Collateral Assignment and Pledge Agreement

COLLATERAL ASSIGNMENT AND PLEDGE AGREEMENT

This Collateral Assignment and Pledge Agreement ("Assignment") dated the 8th day of November, 2021, from **FREEDOM VILLAGE, LLC**, a Nebraska limited liability company (the "Borrower") to **UNION BANK AND TRUST COMPANY**, a Nebraska state banking association (the "Lender").

1. The City of Bellevue, Nebraska has issued and delivered to Borrower a Redevelopment Promissory Note dated October 19, 2021 ("Redevelopment Note") in the principal amount of Two Million Six Hundred Nine Thousand Seventy-Seven and No/100 Dollars (\$2,609,077.00), pursuant to the provisions of the Redevelopment Agreement, by and between the City of Bellevue, Nebraska, a Municipal Corporation and Borrower, with respect to the Redevelopment Plan for Multi-Family Housing at 1811 Harlan Drive, Bellevue, Nebraska ("Project").
2. As of the date hereof, Borrower remains the owner and holder of the Redevelopment Note. Additionally, Lender has made the following loan to Borrower:
 - a. A loan ("Loan") in the original principal amount of Two Million Six Hundred Nine Thousand Seventy-Seven and No/100 Dollars (\$2,609,077.00) evidenced by that certain Promissory Note executed by Borrower and delivered to Lender dated as of even date herewith ("Note");
3. As a condition precedent to Lender making the Loan to Borrower, Borrower does hereby assign to and pledge with Lender the Redevelopment Note, a copy of which is attached hereto, marked Exhibit "A," and by this reference incorporated herein, including all claims, rights, powers, privileges, and remedies on the part of Borrower pertaining thereto, whether arising by statute, at law, in equity, or otherwise.
4. To perfect this Assignment, Borrower has delivered the original Redevelopment Note to Lender in conjunction with the execution of this Assignment.
5. Borrower represents and warrants to Lender that Borrower owns the Redevelopment Note and all sums now or hereafter due thereunder, free and clear of all liens, claims, security interests, encumbrances, setoffs, defenses, and counterclaims, except for the security interest granted to Lender by this instrument.
6. Borrower shall be in default under this Assignment upon the happening of any Event of Default under the Loan Agreement and if an Event of Default shall occur, Lender may exercise any and all rights and remedies available to Lender under this Assignment, the Loan Agreement, the Note or any other loan document evidencing, securing, or guaranteeing the Loan ("Loan Documents").

7. Borrower hereby irrevocably appoints Lender its attorney-in-fact, coupled with an interest and therefore irrevocable, to give notices or payment instructions to the City of Bellevue, Nebraska in accordance with this Assignment; to take any actions necessary or desirable, in Lender's sole discretion, to collect amounts due under the Redevelopment Note; to execute and deliver any documents that this Assignment requires Borrower to execute and deliver to Lender; to take any other actions that this Assignment requires Borrower to take; to endorse and cash checks and other instruments representing proceeds of the Redevelopment Note; and to perform any and all other acts as Lender, in its sole judgment, reasonably exercised, shall deem necessary or desirable with respect to this Assignment, including the filing of any UCC Financing Statements necessary or appropriate for the collateral.

8. No failure by Lender to exercise, and no delay in exercising, any right, power, or remedy under this Assignment shall operate as a waiver thereof; nor shall any single or partial exercise by Lender of any right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. The remedies in this Assignment, the Note, the Loan Agreement or other Loan Documents are cumulative and are not exclusive of any remedies provided by law.

9. This Assignment may only be amended or modified in writing executed by both Borrower and Lender.

10. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Nebraska.

11. All notices, requests, demands and other communications provided for herein shall be given in accordance with Section 7.6 of the Loan Agreement.

12. This Assignment may be executed in any number of counterparts each of which shall be deemed an original, and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Borrower has executed this Assignment on the date first set forth above.

FREEDOM VILLAGE, LLC, a Nebraska limited liability company, Borrower

By: Jolene Roberts
Jolene Roberts, Manager

UNION BANK AND TRUST COMPANY, a
Nebraska state banking association Lender

By: 

Jim Barrett, Vice President

EXHIBIT "2"

Redevelopment Note

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "33 ACT") AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE '33 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE '33 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE CITY OF BELLEVUE PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE CITY OF BELLEVUE TO THE EFFECT THAT REGISTRATION UNDER THE '33 ACT IS NOT REQUIRED.

REDEVELOPMENT PROMISSORY NOTE

\$2,609,077.00

October 19, 2021

FOR VALUE RECEIVED, the undersigned Borrower promises to pay to Freedom Village, LLC, a Nebraska limited liability company, whose address is 1902 Harlan Drive, Bellevue, NE 68005, and/or its assigns ("Holder"), the principal sum of Two Million Six Hundred Nine Thousand Seventy Seven and No/100th (\$2,609,077.00) Dollars, together with interest thereon at the rate of Four and 75/100ths percent (4.50%) per annum from the date of the execution of this Note until paid in full. The principal balance and interest thereon shall be due and payable to the holder of said Redevelopment Promissory Note as and at such time as any excess ad valorem taxes generated by the Redevelopment Project as set forth in that certain Redevelopment Agreement dated October 19, 2021, by and between the Borrower and Holder (as revised, the "Redevelopment Agreement") are collected by the City of Bellevue, Nebraska, and available for the retirement of this debt. All payments shall be applied first to interest and then to the principal sum of this Note.

In the event of default under said Redevelopment Promissory Note, all sums secured by this Note or any other agreement securing this Note shall bear interest at a rate equal to six percent (6.00%) above the national prime rate as published by the *Wallstreet Journal*; however, in the event said interest rate exceeds the maximum rate allowable by law then such rate of interest shall equal the highest legal rate available.

Borrower may prepay the principal amount outstanding in whole or in part, without the prior consent of the Holder.

In the event the monies collected and held in that special fund established under Section 18-2147 of the Nebraska Revised Statutes and pursuant to the Redevelopment Agreement are insufficient to pay in full all amounts due and owing at a date fifteen (15) years from January 1, 2022, and all excess ad valorem taxes generated by the Redevelopment Project, as set forth in the Redevelopment Agreement, have been collected by the City of Bellevue, Nebraska, and have been paid, immediately upon being available, towards the retirement of the amounts due hereunder, then, at said date fifteen (15) years from January 1, 2022, the Holder shall waive any unpaid portion of the principal and interest due upon written request of the City of Bellevue, Nebraska.

In the event this Note is referred to an attorney for collection the Holder shall be entitled to reasonable attorney fees allowable by law and all court costs and other expenses incurred in connection with such collection.

The Borrower shall be in default in the event the Borrower shall fail to pay, when due, any amount required hereunder.

Unless prohibited by law, the Holder may, at its option, declare the entire unpaid balance of principal and interest immediately due and payable without notice or demand at any time after default, as such term is defined in the Redevelopment Agreement.

Holder may at any time before or after default, exercise its right to set off all or any portion of the indebtedness evidenced hereby against any liability or indebtedness of the Holder to the Borrower without prior notice to the Borrower.

Demand, presentment, protest and notice of nonpayment under this Note are hereby waived.

No delay or omission on the part of the Holder in exercising any remedy, right or option under this Note shall operate as a waiver of such remedy, right or option. In any event, a waiver on any one occasion shall not be construed as a waiver or bar to any such remedy, right or option on a future occasion.

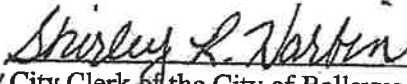
Any notice provided for in this Note to the Borrower or the Holder shall be in writing and shall be given by regular mail to the Holder or Borrower, or at such other address as either party may designate by notice in writing.

This Note shall be governed by and construed in accordance with the laws of the State of Nebraska. All payments hereunder shall be payable in lawful money of the United States of America and shall be legal tender for public and private debts at the time of payment.

CITY OF BELLEVUE, NEBRASKA, a
Municipal Corporation

By: 
Mayor of the City of Bellevue

ATTEST:


Deputy City Clerk of the City of Bellevue

APPROVED AS TO FORM:


City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
11/16/2021

COUNCIL MEETING DATE: 11/16/2021		SUBMITTED BY: CDBG/Finance Department		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>		CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approve the Environmental Review Record and Request for Release of Funds for CDBG 2021 projects and authorize submittal to HUD.

SYNOPSIS/BACKGROUND:

The City of Bellevue is required to perform an environmental assessment for all project receiving CDBG assistance to identify any potential environmental issues and verify there will not be a negative impact on the environment. The Environmental Review Record for the approved 2021 Projects has been completed and a Notice of Finding of No Significant Impact and Request for Release of Funds has been distributed and published for citizen review. All 2021 projects were previously approved by the City Council as part of the CDBG Action Plan on July 20, 2021.

FISCAL IMPACT: \$511,480.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO None required.

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: CDBG-192100 HUD Projects		
START DATE: 10/01/2020	END DATE: 09/30/2021	PAYMENT DATE:
INSURANCE REQUIRED: YES		
CIP PROJECT NAME:	CIP PROJECT NUMBER:	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE: CDBG-192100	ACCOUNT NUMBER:	

RECOMMENDATION:

Approve and authorize the Mayor to sign the HUD Form 7015.15 - Request for Release of Funds and Certifications and submit to HUD.

ATTACHMENTS:

1. Combined Public Notice	2. HUD Form 7015.15	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bryan Roblin
[Signature]
[Signature]

Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB No. 2506-0087
(exp. 08/31/2023)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) Community Development Block Grant Entitlement	2. HUD/State Identification Number B-21-MC-31003	3. Recipient Identification Number (optional)
4. OMB Catalog Number(s) 14.218	5. Name and address of responsible entity City of Bellevue, 1500 Wall Street, Bellevue, NE 68005	
6. For information about this request, contact (name & phone number) Abby Highland, CDBG Program Specialist (402)293-3000	7. Name and address of recipient (if different than responsible entity)	
8. HUD or State Agency and office unit to receive request U.S. Department of Housing and Urban Development, Omaha Field Office	9. Program Activity(ies)/Project Name(s) 2021 Action Plan Activities	

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

10. Location (Street address, city, county, State) City-wide; Bellevue, NE

11. Program Activity/Project Description

Acquisition - Mixed-Use Development HFSC Properties II, acquisition of land for development of affordable housing and business spaces, \$150,000
Public Facilities & Improvements - ENCAP Food Pantry Relocation Assistance, acquisition assistance to purchase a large site for the existing food pantry which city limits, \$ 240,080; FBC Community Center Upgrade, assistance to replace windows and address ADA accessibility, \$16,400
Public Service - Bellevue Community Response Care Match Program, assist LMI households with vehicle maintenance to maintain transportation availability, \$15,000
Housing - Habitat Housing Rehabilitation Assistance, assistance for rehabilitation of a single family housing unit for affordable housing, \$45,000
Program Administration - CDBG program admin activities, \$45,000

Part 2. Environmental Certification (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did did not require the preparation and dissemination of an environmental impact statement.
5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity

X

Title of Certifying Officer

Mayor, City of Bellevue

Date signed

Address of Certifying Officer

1500 Wall Street, Bellevue, NE 68005

Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient

X

Title of Authorized Officer

Date signed

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

CITY OF BELLEVUE
NOTICE OF FINDING OF NO SIGNIFICANT IMPACT AND
NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS

October 27, 2021

City of Bellevue, NE, 1500 Wall Street, Bellevue, NE 68005, (402) 293-3000

These notices shall satisfy two separate but related procedural requirements for activities to be undertaken by the City of Bellevue.

REQUEST FOR RELEASE OF FUNDS

On or after November 16, 2021, the City of Bellevue will submit a request to the U.S. Department of Housing & Urban Development (HUD) for the release of CDBG program funds under Title I of the Housing and Community Development Act of 1974, as amended, in the amount of \$335,360.00 and reallocation of funding in the amount of \$176,120 to implement the following projects: Administration, Housing, Acquisition, Public Facilities/Improvements and Public Service. The following projects identified in the City of Bellevue FY 2021 Action Plan are exempt from 24 CFR 58.34 Subpart D: Lift Up Sarpy Car Match Program, \$15,000; Program Administration, \$45,000. The following projects are not exempt from 24 CFR Part 58.34 Subpart D – Environmental Review Process, therefore, a public notice is required.

Categorically Excluded, Subject to 58.5

- Habitat for Humanity of Sarpy County Housing Rehabilitation – project includes rehabilitation of single-family housing unit for the development of affordable housing (tiered review), \$45,000.00
- ENCAP Food Pantry Relocation Assistance – project includes the purchase and relocation assistance for the Bellevue Food Pantry to a larger location (tiered review), \$240,080.00
- FBC Community Center Upgrade Assistance – project includes the rehabilitation of the building at 112 East 23rd Street including window replacement and bathroom upgrade, \$16,400.00

Environmental Assessment

- HFSC Mixed-Use Development Project – the project includes assistance for acquisition of land from the development of affordable housing and commercial spaces (tiered review), \$ 150,000.00

FINDING OF NO SIGNIFICANT IMPACT

The City of Bellevue has determined that the projects will have no significant impact on the human environment. Therefore, an Environmental Impact Statement under the National Environmental Policy Act of 1969 (NEPA) is not required. Additional project information is contained in the Environmental Review Record (ERR) on file at the City of Bellevue, CDBG Office, located at 1500 Wall Street, Bellevue, NE 68005 and may be examined or copied weekdays 8:00 a.m. to 4:30 p.m. The ERR is also available on the website, <https://www.onecpd.info/environmental-review/environmental-review-records>

PUBLIC COMMENTS

Any individual, group, or agency may submit written comments on the ERR to the City of Bellevue, Office of the Mayor, 1500 Wall Street, Bellevue, NE 68005. All comments received by November 16, 2021, will be considered by the City of Bellevue prior to authorizing submission of a request for release of funds. Comments should specify which Notice they are addressing.

RELEASE OF FUNDS

The City of Bellevue certifies to HUD that, Rusty Hike in his capacity as City of Bellevue City Mayor, consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. HUD's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows the City of Bellevue to use HUD program funds.

OBJECTIONS TO RELEASE OF FUNDS

HUD will accept objections to its release of fund and the City of Bellevue's certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of the City of Bellevue; (b) the City of Bellevue has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR part 58; (c) the grant recipient or other participants in the development process have committed funds, incurred costs or undertaken activities not authorized by 24 CFR Part 58 before approval of a release of funds by HUD; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58, Sec. 58.76) and shall be addressed to HUD at: U.S. Department of Housing and Urban Development, Omaha Field Office, Edward Zorinsky Federal Building, 1616 Capitol Avenue, Suite 329, Omaha, Nebraska 68102-4908. Potential objectors should contact HUD to verify the actual last day of the objection period.

Abby Highland

CDBG Program Administrator

Rusty Hike

Mayor, City of Bellevue

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16e.
11/16/2021

COUNCIL MEETING DATE: 11/16/2021		SUBMITTED BY: Doug Clark, Public Works Director		Jim Shada, Parks & Rec 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:

New Vehicle Purchase - Parks Department

SYNOPSIS/BACKGROUND:

Replacement of Parks Department vehicle, a 2008 F350 Dually Crew Cab, is needed due to safety concerns. Fleet Maintenance has determined the truck to be unsalvageable, as it is rusting through the flat bed and is hazardous to stand on. This essential vehicle will be replaced with current model year Ford Super Duty F350 Crew Cab. National Auto Fleet Group provided lowest quoted price for the replacement vehicle.

FISCAL IMPACT: \$49,466.70 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:	NO	COUNTER-PARTY:		INTERLOCAL AGREEMENT:	NO
CONTRACT DESCRIPTION:					
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:					
START DATE:		END DATE:		PAYMENT DATE:	
				INSURANCE REQUIRED:	NO
CIP PROJECT NAME:		CIP PROJECT NUMBER:			
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRIBUTION CODE:	11	ACCOUNT NUMBER:	7110		

RECOMMENDATION:

Request approval to purchase a current model year 2022 Ford Super Duty F350 Crew Cab from National Auto Fleet Group in the amount of \$49,466.70 per quote #: 30217.

ATTACHMENTS:

- | | | |
|------------------------------------|----|----|
| 1. National Auto Fleet Group Quote | 2. | 3. |
| 4. | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



National Auto Fleet Group

A Division of Chevrolet of Watsonville
 480 Auto Center Drive, Watsonville, CA 95076
 (855) 289-6572 • (831) 480-8497 Fax
 Fleet@NationalAutoFleetGroup.com

10/25/2021

Quote ID: **30217**

Order Cut Off Date: **11/12/2021**

Todd Jarosz
 City of Bellevue
 Fleet Maintenance

210 W Mission
 2012 Betz Road
 Bellevue, Nebraska, 68005

Dear Todd Jarosz,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
One (1) New/Unused (2022 Ford Super Duty F-350 DRW (W3D) XL 4WD Crew Cab 8' Box 176" WB,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$58,115.00	\$49,466.70	14.881 %	\$8,648.30
Tax (0.0000 %)		\$0.00		
Tire fee		\$0.00		
Total		\$49,466.70		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
 Account Manager
 Email: Fleet@NationalAutoFleetGroup.com
 Office: (855) 289-6572
 Fax: (831) 480-8497



GMC

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:

www.NAFGETA.com

Use the upfitter of your choice:

www.NAFGpartner.com

Vehicle Status:

ETA@NationalAutoFleetGroup.com

General Inquiries:

Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	Description
99T	ENGINE: 6.7L 4V OHV POWER STROKE V8 TURBO DIESEL B20, -inc: manual push-button engine-exhaust braking and intelligent oil-life monitor, 48 Gallon Fuel Tank, 3.55 Axle Ratio, 175 Amp Heavy Duty Alternator, Dual 78-AH 750 CCA Batteries
TRANSMISSION	
Code	Description
44G	TRANSMISSION: TORQSHIFT 10-SPEED AUTOMATIC, -inc: SelectShift and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)
WHEELS	
Code	Description
64K	WHEELS: 17" ARGENT PAINTED STEEL, -inc: Hub covers/center ornaments not included (STD)
TIRES	
Code	Description
TD8	TIRES: LT245/75RX17E BSW A/S (6), -inc: Spare may not be the same as road tire (STD)
PRIMARY PAINT	
Code	Description
Z1	OXFORD WHITE
PAINT SCHEME	
Code	Description
___	STANDARD PAINT
SEAT TYPE	
Code	Description
AS	MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder, storage and driver's side manual lumbar
AXLE RATIO	
Code	Description
X35	3.55 AXLE RATIO
ADDITIONAL EQUIPMENT	
Code	Description

90L	POWER EQUIPMENT GROUP, -inc: Deletes passenger-side lock cylinder, upgraded door trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, Power Locks, Remote Keyless Entry, Trailer Tow Mirrors w/Power Heated Glass, manual folding, manually telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals, Power Front & Rear Seat Windows, 1-touch up/down driver/passenger window, Power Tailgate Lock
-----	---

OPTION PACKAGE	
-----------------------	--

Code	Description
620A	ORDER CODE 620A

2022 Fleet/Non-Retail Ford Super Duty F-350 DRW XL 4WD Crew Cab 8' Box 176" WB

WINDOW STICKER

2022 Ford Super Duty F-350 DRW XL 4WD Crew Cab 8' Box 176" WB		
CODE	MODEL	MSRP
W3D	2022 Ford Super Duty F-350 DRW XL 4WD Crew Cab 8' Box 176" WB	\$44,800.00
OPTIONS		
99T	ENGINE: 6.7L 4V OHV POWER STROKE V8 TURBO DIESEL B20, -inc: manual push-button engine-exhaust braking and intelligent oil-life monitor, 48 Gallon Fuel Tank, 3.55 Axle Ratio, 175 Amp Heavy Duty Alternator, Dual 78-AH 750 CCA Batteries	\$10,495.00
44G	TRANSMISSION: TORQSHIFT 10-SPEED AUTOMATIC, -inc: SelectShift and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)	\$0.00
64K	WHEELS: 17" ARGENT PAINTED STEEL, -inc: Hub covers/center ornaments not included (STD)	\$0.00
TD8	TIRES: LT245/75RX17E BSW A/S (6), -inc: Spare may not be the same as road tire (STD)	\$0.00
Z1	OXFORD WHITE	\$0.00
—	STANDARD PAINT	\$0.00
AS	MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder, storage and driver's side manual lumbar	\$0.00
X35	3.55 AXLE RATIO	INC
90L	POWER EQUIPMENT GROUP, -inc: Deletes passenger-side lock cylinder, upgraded door trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, Power Locks, Remote Keyless Entry, Trailer Tow Mirrors w/Power Heated Glass, manual folding, manually telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals, Power Front & Rear Seat Windows, 1-touch up/down driver/passenger window, Power Tailgate Lock	\$1,125.00
620A	ORDER CODE 620A	\$0.00
Please note selected options override standard equipment		
SUBTOTAL		\$56,420.00
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$1,695.00
TOTAL PRICE		\$58,115.00
Est City: N/A MPG Est Highway: N/A MPG Est Highway Cruising Range: N/A mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment**MECHANICAL**

Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel
Transmission: TorqShift 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery
Limited Slip w/3.73 Axle Ratio
GVWR: 14,000 lb Payload Package
50-State Emissions System
Transmission w/Oil Cooler
Electronic Transfer Case
Part-Time Four-Wheel Drive
72-Amp/Hr 650CCA Maintenance-Free Battery w/Run Down Protection
157 Amp Alternator
Class V Towing Equipment -inc: Hitch, Brake Controller and Trailer Sway Control
Trailer Wiring Harness
6530# Maximum Payload
HD Shock Absorbers
Front And Rear Anti-Roll Bars
Firm Suspension
Hydraulic Power-Assist Steering
Single Stainless Steel Exhaust
48 Gal. Fuel Tank
Dual Rear Wheels
Auto Locking Hubs
Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

EXTERIOR

Wheels: 17" Argent Painted Steel -inc: Hub covers/center ornaments not included
Tires: LT245/75Rx17E BSW A/S (6) -inc: Spare may not be the same as road tire
Regular Box Style
Steel Spare Wheel
Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Rear Step Bumper
Black Side Windows Trim and Black Front Windshield Trim

Black Door Handles
Black Manual Side Mirrors w/Manual Folding
Manual Extendable Trailer Style Mirrors
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Manual Tailgate/Rear Door Lock
Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
Cab Clearance Lights

ENTERTAINMENT

Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
Radio w/Seek-Scan and Clock
Fixed Antenna
SYNC Communications & Entertainment System -inc: enhanced voice recognition w/911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port

INTERIOR

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
Manual Rear Windows
FordPass Connect 4G Mobile Hotspot Internet Access
Rear Cupholder
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Illuminated Locking Glove Box
Interior Trim -inc: Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar

Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
2 12V DC Power Outlets
Full Overhead Console w/Storage and 2 12V DC Power Outlets
Fade-To-Off Interior Lighting
Front And Rear Map Lights
Full Vinyl/Rubber Floor Covering
Pickup Cargo Box Lights
Smart Device Remote Engine Start
Instrument Panel Covered Bin and Dashboard Storage
Manual 1st Row Windows
Systems Monitor
Trip Computer
Outside Temp Gauge
Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Securilock Anti-Theft Ignition (pats) Engine Immobilizer
Air Filtration

SAFETY

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Tire Specific Low Tire Pressure Warning
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Safety Canopy System Curtain 1st And 2nd Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point and Height Adjusters
Dual Stage Driver And Passenger Front Airbags
Back-Up Camera

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16f.
11/16/2021

COUNCIL MEETING DATE: 11/16/2021		SUBMITTED BY: Doug Clark, Public Works Director		Jim Shada, Parks & Rec 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:

New Vehicle Purchase - Recreation Department

SYNOPSIS/BACKGROUND:

Purchasing new 2022 Chevrolet Colorado LT Extended Cab to partially retire older fleet vehicle. 1995 GMC Pick Up Truck will be utilized as a seasonal truck. Beardmore Chevrolet, Inc. provided lowest quoted price for the new vehicle.

FISCAL IMPACT: \$32,595.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: _____

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

PROJECT NAME: _____

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

CIP PROJECT NAME: _____ CIP PROJECT NUMBER: _____

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

ACCOUNTING DISTRIBUTION CODE: 12 ACCOUNT NUMBER: 7110

RECOMMENDATION:

Request approval to purchase a current model year 2022 Chevrolet Colorado LT Extended Cab Truck from Beardmore Chevrolet, Inc. in the amount of \$32,595.00.

ATTACHMENTS:

1. Beardmore Chevrolet, Inc. Quote 2. _____ 3. _____

4. _____ 5. _____ 6. _____

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]



Configure a New Vehicle:View Summary

②

Choose Model Choose Options Customer/Other Info View Summary

RELATED LINKS

- Return to Order Vehicles Page
- Configure a New Vehicle
- View My Allocation and Constraints
- View Stored Configurations
- View My Request for Order List
- US On-Line Order/Reference Guide

Review the vehicle configuration information in order to ensure that it is correct. If you need to make a change click "Back" to return to the Configure and Submit Request for Order: Customer/Other Info screen. Click "Submit Request for Order" to submit this configuration as a request for order. Click "Save as Stored Configurations" in order to store this configuration. Click "Submit Order Changes" to apply order changes, if page accessed from Change Single order path. Click "Cancel" to cancel the entire configuration.

Note: A submitted request for order is at Event Code 1000 (Order Request Added).

GM Business Associate Information

Detail View with prices

Charge-to BAC: 131181	Charge-to BFC: 1
Ship-to BAC: 131181	Ship-to BFC: 1
Contact Name:	DAN:
Phone #:	Stock No:

Model Information

Model Year: 2022	Distrib. Entity: FLT Fleet	Order Type: FBC-Fleet Political Subdivision
Division: CHEVROLET TRUCK	Allocation Group: COLRDC	
Model: 12N53 - Colorado: LT Extended Cab		

MSRP: ~~† \$37,000.00~~

MSRP: w/DFC †: \$32,595.00

Fleet Information

Primary FAN: 802799	End-User FAN:	
Bid Number:		Bid Item #:
PO Number:		

Configuration Information

PEG: 4LT

Primary Color: GAZ - Summit White
 Engine: LCV - Engine, 2.5L I4, DI, DOHC, VVT
 Transmission: MYB - Transmission, 6-speed automatic, HMD, 6L50
 Trim: H0U - Jet Black, Cloth seat trim
 Emissions: FE9 - Emissions, Federal requirements
 Requested TPW:

Options: 9B7, A91, AG1, ATG, B30, B34, B35, BW5, BWN, C5G, C67, D75, DD8, DL6, FE9, GT5, IOR, K34, LCV, MYB, NQ6, PPA, Q5U, QDC, QHR, RTX, U2K, UDC, UE1, UJN, UQ3, USS, UST, UTJ, UVC, VJQ, VK3, VQ2, VT5, VV4, W1Y

Hide Descriptions

- | | | |
|--|------|------|
| 9B7 : Mirror, spotter | MSRP | None |
| A91 : Tailgate, remote locking | | |
| AG1 : Seat adjuster, driver 6-way power | | |
| ATG : Remote Keyless Entry, extended range | | |
| B30 : Floor covering, color-keyed carpeting | | |
| B34 : Floor mats, carpeted front | | |
| B35 : Floor mats, carpeted rear | | |
| BW5 : Moldings, Black bellline | | |
| BWN : CornerStep, rear bumper | | |
| C5G : GVWR, 5600 lbs. (2540 kg) | | |
| C67 : Air conditioning, single-zone manual climate control | | |
| D75 : Door handles, body-color | | |
| DD8 : Mirror, inside rearview auto-dimming | | |

DL6 : Mirrors, outside power-adjustable, body-color, manual-folding
FE9 : Emissions, Federal requirements
GT5 : Rear axle, 4.10 ratio
IOR : Audio system, Chevrolet Infotainment 3 system
K34 : Cruise control, electronic, automatic
LCV : Engine, 2.5L I4, DI, DOHC, VVT
MYB : Transmission, 6-speed automatic, HMD, 6L50
NQ6 : Transfer case, electric, 2-speed AutoTrac
PPA : Tailgate, EZ-Lift and Lower
Q5U : Wheels, 17" x 8" (43.2 cm x 20.3 cm) Blade Silver Metallic cast aluminum
QDC : Tire, compact spare T175/90D18, blackwall
QHR : Tires, 255/65R17 all-season, blackwall
RTX : Wheel, compact spare, 18" x 4.5" (45.7 cm x 11.4 cm) Black cast aluminum
U2K : SiriusXM Radio
UDC : Display, driver instrument information enhanced, one color
UE1 : OnStar and Chevrolet connected services capable
UJN : Tire Fill Alert
UQ3 : Audio system feature, 6-speaker system
USS : USB charging-only ports
UST : USB data ports, 2
UTJ : Theft-deterrent system, unauthorized entry
UVC : Rear Vision Camera
VJQ : Recovery hooks, front
VK3 : License plate kit, front
VQ2 : Fleet processing option
VT5 : Bumper, rear body-color
VV4 : Wi-Fi Hotspot capable
W1Y : Steering wheel controls, mounted audio controls

► Save in Stored Configurations

CANCEL

BACK

† North American Order Workbench is intended solely for business use by GM Dealers. Pricing shown is for illustration purposes only. Refer to GMPricing.com for official GM Price schedules. GM pricing is subject to change by GM at anytime, without notice. The GSA Price Level is for GM use only.

Order Workbench: [FAQs](#) [Site Map](#)

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CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16g.
11/16/2021

COUNCIL MEETING DATE: 11/16/2021		SUBMITTED BY: Doug Clark, Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Construction Engineering Services Supplemental Request - 2021 Concrete Projects

SYNOPSIS/BACKGROUND:

Due to contractor construction delays, the construction engineering services agreement between the City of Bellevue and Alfred Benesch & Company executed on 03/16/2021 for 2021 Concrete Projects has exceeded the original expectations of 90 calendar days and 645 labor hours. Based on remaining work, Alfred Benesch & Company estimates an additional 224 labor hours to perform the services required by the City and requests a supplemental agreement to increase the Not-to-Exceed fee limit in current agreement by \$28,588.00.

FISCAL IMPACT: \$28,588.00 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: Construction Engineering Services Project

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: 2021 Concrete Projects

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

CIP PROJECT NAME: 2021 Concrete Projects CIP PROJECT NUMBER: ST21(2)

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

ACCOUNTING DISTRIBUTION CODE: CIPST21(2) ACCOUNT NUMBER: 7010

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the supplemental agreement between the City of Bellevue and Alfred Benesch & Company in the amount of \$28,588.00 to complete remaining construction for the City of Bellevue's 2021 Concrete Projects.

ATTACHMENTS:

1. Supplemental Request	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures in blue ink over horizontal lines]



Alfred Benesch & Company
 14748 W. Center Road, Suite 200
 Omaha, NE 68144-2029
 www.benesch.com
 P 402-333-5792
 F 402-333-2248

November 1, 2021

Mr. Dean Dunn, PE
 Manager of Engineer Services
 City of Bellevue
 1510 Wall Street
 Bellevue, NE 68005

RE: BPW-210102 2021 Concrete Projects On-call Professional Services Supplement Request

Dear Mr. Dunn:

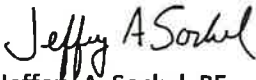
As you are aware, the construction timeline on the above referenced project has exceeded the original expectations of 90 calendar days and 645 labor hours. While we have worked with City staff to stretch our services, the anticipate duration of the project will extend beyond the fee limits established in our Agreement with the City. As such, Alfred Benesch & Co. requests a supplemental agreement to increase the Not-to-Exceed fee limit of our current agreement.

Based on the remaining work, we estimate an additional 224 hours will be required to perform the services required by the City and request to increase our Not to Exceed fee by \$28,588.00 to address this additional effort including testing and mileage expenses.

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

If this supplement request is acceptable, or if there are questions or concerns about this proposal, please contact us at your convenience. We look forward to the opportunity to continue to provide assistance and value to the City on its projects.

Sincerely,


 Jeffrey A. Sockel, PE
 Senior Vice President/Omaha Division Manager

Accepted:

_____	_____
	Date
_____	_____
Name	Title

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16h.
11/16/2021

COUNCIL MEETING DATE: 11/16/2021	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:

New South Lift Station, Brown River Lift Station Improvements, and Force Mains

SYNOPSIS/BACKGROUND:

The City of Bellevue Public Works Department issued a Notice for Bids for the New South Lift Station, Brown River Lift Station Improvements, and Force Mains project. Judds Bros. Construction Co. was the sole bidder with a bid in the amount of \$4,775,000.00. After the project engineer, HDR, analyzed the bid, they recommended entering into negotiations with the sole bidder as opposed to rejecting the bid and advertising the project for a second letting. The City entered into negotiations with Judds Bros. Construction Co. Negotiations resulted in cost reductions totaling \$351,340.00. Assessment of the negotiations by HDR lead to their recommendation of approving the contract for the initial bid in the amount of \$4,775,000.00 followed by approval of Change Order No. 1 which reflects the negotiated cost reductions for a revised total project contract of \$4,423,660.00.

FISCAL IMPACT: \$4,866,026.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: Judds Bros. Construction Co.	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: New South Lift Station, Brown River Lift Station Improvements, and Force Mains		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: New South Lift Station, Brown River Lift Station Improvements, and Force Mains		
START DATE:	END DATE:	PAYMENT DATE:
INSURANCE REQUIRED: YES		
CIP PROJECT NAME: South Lift Station (Flood-Fema)	CIP PROJECT NUMBER: WW22(3)	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE: CIPWW22(03)	ACCOUNT NUMBER: 7000	

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the agreement between City of Bellevue and Judds Bros. Construction Co. in the amount of \$4,775,000.00 and to approve and authorize the Mayor to sign Change Order No. 1 resulting in a price decrease of \$351,340.00 for a revised total project amount of \$4,423,660.00. Addition of a 10% contingency (\$442,366.00) results in the total project cost of \$4,866,026.00 for the New South Lift Station, Brown River Lift Station Improvements, and Force Mains.

ATTACHMENTS:

- Bid Sheet
- HDR Bid Recommendation Letter
- HDR Bid Negotiations and Recommendation Letter
- Contract
- Change Order No.1
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



November 1, 2021

Mr. Doug Clark
Public Works Director
1510 Wall Street
Bellevue, NE 68005

Subject: Bellevue New South Lift Station, Brown River Lift Station Improvements, and Force Mains
Bellevue, Nebraska
HDR Project No. 10264759
Bid Recommendation

Dear Mr. Clark,

Bids for the construction of the Bellevue New South Lift Station, Brown River Lift Station Improvements, and Force Mains Project were received on October 27, 2021. A total of one bid was received. A copy of the bid tabulation is attached.

Judds Bros. Construction Co. submitted a bid in the amount of \$4,775,000.00. The engineer's Opinion of Probable Construction Cost (OPCC) for the project was \$4,188,120.00. The bid was above the OPCC by 14 percent. There were several areas where the OPCC differed from the submitted bid. The most significant difference was the backup generator at the new south lift station where the submitted bid was \$685,000.00 higher than the OPCC. Conversations with Judds Bros. Construction Co. subsequent to the bid indicated the material cost for the natural gas generator is about double that of the diesel generator.

In reviewing the bid proposal, the line item for the 4" gas powered pump is \$40,000.00. The gas-powered pump information provided by the City was a link to a website which had a cost for this unit at \$2,794.47. The bid is 1,331 percent of the retail cost of the material. This item should essentially be a pass-through cost with no installation required and would only require the contractor to provide a submittal for review and approval.

We recommend the City negotiate a cost reduction to provide a diesel-powered backup generator at the New South Lift Station in lieu of the natural gas generator specified. We also recommend removing the 4" gas powered pump from the project.

We recommend award of the contract to Judds Bros. Construction Co. in the amount of \$4,775,000.00 and simultaneously processing a change order to reflect the negotiated cost reductions. Judds Bros. Construction Co. has worked previously on projects in the area and is familiar with this type of work. The construction market in the metro area is very competitive at this time and material costs are fluctuating constantly. In our opinion, the bid reflects the cost of the work and rebidding the project would not result in lower bids.



Please feel free to contact me if you have any questions or need additional information.

Sincerely,

HDR ENGINEERING INC.

A handwritten signature in blue ink that reads "Darren Jack". The signature is written in a cursive style with a large initial 'D'.

Darren Jack, P.E.
Project Manager

Attachment



November 9, 2021

Mr. Doug Clark
Public Works Director
1510 Wall Street
Bellevue, NE 68005

Subject: Bellevue New South Lift Station, Brown River Lift Station Improvements, and Force Mains
HDR Project No. 10264759
Bid Negotiations and Recommendation

Dear Mr. Clark,

Bids for the construction of the Bellevue New South Lift Station, Brown River Lift Station Improvements, and Force Mains Project were received on October 27, 2021. The sole bidder, Judds Bros. Construction Co., submitted a bid in the amount of \$4,775,000.00. The City has negotiated select unit prices with Judds Bros. Construction Co. in an effort to reduce the project cost. The following bid items have been discussed and Judds Bros has provided revised Unit Prices:

- Bid Item 24 Backup Generator
 - Change the backup generator from a natural gas unit to a diesel generator.
 - Original Unit Price: \$935,000
 - Revised Unit Price: \$735,000
 - Cost savings: \$200,000

- Bid Item 46 Construct Lift Station Concrete
 - Contractor providing labor cost savings.
 - Original Unit Price: \$100,000
 - Revised Unit Price: \$60,000
 - Cost Savings: \$40,000

- Bid Item 55 Construct Fiber Optic Conduit Cable
 - Change the conduit material from PVC to HDPE pipe. HDR has reviewed and approves this substitution.
 - Original Unit Price: \$66/LF for and extended price of \$114,840
 - Revised Unit Price: \$25/LF for and extended price of \$43,500
 - Cost Savings: \$71,340

- Bid Item 58 4" Gas Powered Pump
 - Remove the 4" gas powered pump bid item from Contractor contract.
 - Original Unit Price: \$40,000
 - Revised Unit Price: \$0
 - Cost Savings: \$40,000

The total cost savings is \$351,340.00. The New Total Construction Cost becomes \$4,423,660.00. HDR has prepared Change Order No. 1 reflecting the reduction in bid unit prices and overall construction cost. An executed copy of the Change Order No. 1 is attached.

We recommend award of the contract to Judds Bros. Construction Co. in the amount of \$4,775,000.00 with the executed Change Order No. 1 for a revised total project contract of \$4,423,660.00.

Please feel free to contact me if you have any questions or need additional information.

Sincerely,
HDR Engineering, Inc.

Darren Jack, P.E.
Project Manager

Attachment

CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this _____ day of _____ 21 by and between the City of Bellevue Nebraska, a municipal corporation of the first class and a political subdivision of the State of Nebraska ("City"), and _____ ("Contractor"). Whenever used in this Contract, the term "Party" shall mean City or Contractor, individually, and the term "Parties" shall mean the City and Contractor, collectively.

WHEREAS, Contractor submitted a bid proposal ("Proposal") to City in response to the solicitation or invitation to perform certain work for certain project(s), (as the work and project(s) are more particularly identified in Paragraph 2 of this Contract); and

WHEREAS, Contractor was selected to perform such work subject to the terms, conditions and other provisions of this Contract.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Contract/Contract Documents. Whenever used in this Contract, the term "Contract Documents" shall mean and include this Contract, and (i) the published notice inviting or soliciting bids or proposals in connection with the Work or Projects; (ii) City's request or solicitation for bids or proposals together with all addenda, drawings, schedules, exhibits, manuals, materials and documents attached or relevant to or referenced in such request or solicitation, including all Instructions, Plans, Specifications, Provisions, General or Special Conditions; (iii) Contractor's Bid or Proposal, together with all addenda, drawings, schedules, exhibits, materials and documents attached or relevant to or referenced in such Bid or Proposal; (iv) all payment, performance, labor, materials, maintenance or other bonds or Contract security; and (v) all written change orders, modifications or supplementary terms, conditions or instructions from City pursuant to paragraph 14(g) of this Contract. All Contract Documents shall be considered to be an integral part of this Contract whether or not attached to this written Contract; provided that in the event there shall be any conflict between this written Contract and any of the other Contract Documents, the provisions of this written Contract shall prevail.

2. Contractor's Work. Except to the extent expressly undertaken by City pursuant to the Contract Documents, (i) Contractor shall perform all site preparation and security, labor, supervision, direction, testing, and other services or work ("Work") necessary or appropriate for completion of the **New South Lift Station, Brown River Lift Station Improvements, and Force Mains** ("Project") in accordance with the requirements of the Contract Documents; (ii) Contractor shall furnish at its sole cost and expense all bonds, barricades, materials, supplies, equipment, tools, power, water, light, heat, utilities, transportation and all other services, facilities (whether permanent or temporary) and resources required for the Work; (iii) except to the extent otherwise expressly stated in the Contract Documents, Contractor shall be responsible for all means, methods, techniques, sequences and procedures, including coordination of all Work. Whenever used in this Contract, the term "Work" shall include all Corrective Work, unless the context otherwise requires. Contractor shall commence the Work within ten (10) days ("Commencement Date") after

receiving a Written Notice to Proceed from City. Contractor shall notify City in writing of the Commencement Date prior to undertaking any work.

3. Quality of Work. Contractor shall perform all Work in a good and workmanlike manner using qualified personnel and any equipment and materials required by the Contract Documents.

4. Site Inspection. Contractor acknowledges that it has inspected the Project site. Contractor waives any claim for additional time, costs, expenses, compensation or other amounts in connection with any condition (known, apparent, or concealed), which it may encounter at the Project site.

5. Contractor's Warranties. All Work is warranted by Contractor to be of highest quality, to be free from any faults or defects and to conform in all respects with the requirements of the Contract Documents.

6. Time of Essence/Liquidated Damages. Time schedules, limits or requirements specified in the Contract Documents are of the essence to this Contract. All Work shall be completed in accordance with the "Specifications", as attached hereto as Exhibit "A" and incorporated herein by this reference, unless (i) extended by City, in its sole discretion, or (ii) prevented (assuming, in all such events, Contractor's use of its best efforts to timely complete such Work) by the act or neglect of City or by an act of God or for other reasons beyond the control of Contractor, in which event time shall be extended for such reasonable time as City may determine. Whenever any Work shall not be so completed, then as liquidated damages and not as a penalty, Contractor shall pay City, within five (5) days of demand, the sum of Five Hundred and no/100ths Dollars (\$500.00) per day for each and every calendar day that the Work shall remain uncompleted.

7. Contractor's Compensation/Retainage. City shall pay the Contractor in current U.S. funds for the Contractor's performance of the Work. All Work, including any unit cost shall be undertaken at and performed in accordance with Contractor's Bid or Proposal. Subject to additions and deductions as provided in the Contract Documents, the aggregate cost of the Work shall not exceed Four Million Seven Hundred Seventy-Five Thousand and No/100 (\$4,775,000.00) ("Contract Sum").

Upon completion of Work at the Project site, Contractor shall submit an invoice requesting payment ("Application for Payment") based upon the amount of Work actually completed at the Project site and Contractor shall set forth in detail the Work performed at the rate specified on Contractor's Bid or Proposal. Unless withheld by city because the Project Site Work does not comply with the Contract Documents or because the Contractor's failure to otherwise comply with the requirements of this contract as they may apply to any of the Work, City shall pay contractor ninety percent (90%) of the invoice within thirty (30) days of its receipt. Final payment constituting the entire unpaid balance of the Contract Sum shall be made by City to Contractor when the Contract has been fully performed and accepted, including Contractor's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment. Prior to final payment, Contractor shall provide evidence that

all employees, subcontractors, material suppliers and other persons or entities have been paid in full for any labor, materials, supplies or equipment used in connection with the Work; such evidence shall consist of receipts, releases, and waivers of liens, claims, security interests, or encumbrances arising out of the Work, to the extent and in such form as may be designated by City. At any time Contractor submits an Application for Payment, it shall constitute a representation by Contractor that all Work is completed as warranted by paragraph 5 of this Contract.

8. Corrective Work. Whenever discovered prior to the expiration of the Warranty Period, Contractor shall promptly correct any Work ("Corrective Work"), which is found to be substandard, defective or otherwise not in accordance with this Contract whether or not such Work or Corrective Work has been completed, installed or constructed. Contractor shall bear all costs and expense of Corrective Work, including all professional, testing, removal or inspection costs.

9. Risk of Loss. Contractor shall bear all risk of loss of or damage to all Work until (i) all Work has been satisfactorily completed and accepted; and (ii) in the case of Corrective Work, until the Corrective Work has been completed to the satisfaction of the City.

10. Contractor's Indemnity. Contractor shall defend, indemnify and hold City, its agents and employees harmless from and against any claims, damages (including damages for any personal injury, bodily injury, including death, or property damages), losses and expenses, including any reasonable attorney fees, of any person or entity arising or resulting from or out of (i) Contractor's performance under this Contract; (ii) any breach or default in or any violation or nonperformance of any covenant, term, provision, condition or agreement ("Default") in this Contract to be kept, observed, satisfied or performed by Contractor; (iii) any alleged act, error, omission or negligence of Contractor, its employees, subcontractors, agents, or any other person acting on behalf of Contractor; (iv) any material misrepresentation by Contractor; or (v) Contractor's operations in or about any Project site while Contractor is performing Work on such Project site except to the extent such claims result or arise from or out of, solely and proximately, from City's negligence, unlawful conduct or material breach of this Contract.

11. Termination for Default. In addition to any other remedies at law or in equity, City may terminate this Contract whenever Contractor (i) repeatedly refuses to materially comply with any reasonable requirement of City; (ii) fails to timely make any payment required by this Contract; or (iii) fails or refuses to cure any other Default within seven (7) days from written notice from City specifying such Default. Termination shall be effective immediately upon notice from City; provided, however, City may, without prejudice to any of its other rights or remedies under this Contract or otherwise, correct such Default in which event Contractor shall reimburse City for all costs and expenses incurred in undertaking such cure or to collect such reimbursement from Contractor.

12. Survival of City's Rights. All indemnity obligations of Contractor under this Contract and the Contractor's obligations under Paragraphs 5, 8 and 10 of this Contract shall survive the completion of all Work and the expiration or termination of this Contract.

13. Bonds and Insurance. Contractor shall furnish to the Department of Public Works for City at least five days prior to commencing any Work under this Contract a Performance Bond in an amount equal to 100% of the Contract Sum and a 100% Labor and Material Bond and all other Contract security and all policies or certificates of insurance which are required by the Contract Documents.

Contractor will maintain and provide evidence of the following insurance coverages from insurance companies acceptable to the city:

- Commercial General Liability \$1,000,000 per occurrence, \$2,000,000 aggregate, City of Bellevue named as an Additional Insured including completed operations, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Auto Liability - \$500,000 combined single limit.
- Workers Compensation/Employers Liability – Statutory limits \$100,000, \$500,000, \$100,000 limits, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Umbrella Liability - \$2,000,000 minimum limit, City of Bellevue named as Additional Insured.
- Builders Risk/Installation Floater – Limit equal to completed value of project. Coverage must apply to City's and all subcontractors interests in property and project.

14. Miscellaneous.

a. Contractor shall promptly pay all persons or entities that have furnished any services, labor, material, equipment or supplies in connection with any of the Work.

b. Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work.

c. Contractor shall perform all Work in compliance with applicable federal, state and local laws, rules and regulations applicable to such performance. Contractor shall comply at all times with the Fair Employment Practices Act (Nebraska Revised Statutes, Sections 48-1101 *et seq.*). Contractor shall pay the Unemployment Compensation Fund of the State of Nebraska any unemployment contributions and interest due under provisions of the Nebraska Revised Statutes (Sections 48-601 *et seq.*).

d. Contractor shall provide City or its representatives access to all Work (including Work in progress) for inspection or other appropriate purposes during all reasonable times. Contractor shall uncover any Work which has not been inspected at its sole cost and expense unless due to the neglect of City.

e. Contractor shall keep the Project site(s) free from accumulation of rubbish, debris and hazards. Upon completion of Work at each Project site, Contractor shall remove all surplus materials, all tools, equipment, machinery, waste, rubbish and other items not constituting a part of the completed Work.

- f. Contractor shall be responsible for all acts, errors, omissions or neglect of Contractor's agents and employees, including Contractor's subcontractors and its agents or employees.
- g. City shall have the right to make minor changes in the Work, including Drawings, Plans, and Specifications, at no additional compensation or consideration to Contractor by notice in writing to Contractor. All other changes in Work shall be by written Change Order executed by the Project representative of each Party. City and Contractor each represents that its Project representative is authorized to execute such Change Order and shall be bound by the same; provided, however, that prior approval of the Bellevue City Council shall be required for (i) any Change Order resulting in an adjustment to the Contractor's compensation of more than \$10,000, or (ii) any Change Order or series of Change Orders which in the aggregate increase Contractor's compensation by ten percent (10%) or more of the original compensation.
- h. Neither (i) City's payment of any invoice, nor (ii) the presence of City or its representatives on any Project site, nor (iii) the inspection or approval of any Work shall constitute acceptance of such Work as compliant or otherwise being in accordance with the Contract Documents and shall not be construed to waive any right to indemnity or any other right or remedy of City for any Default of Contractor.
- i. Contractor may not assign or subcontract all or any portion of the Work, except as specified in the Bid or Proposal, without City's prior written consent, which may be withheld in City's absolute discretion.
- j. Contractor shall not assign any moneys due or to become due under this Contract without the prior written consent of City, which may be withheld in City's absolute discretion.
- k. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract.
- l. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection and warnings to prevent damage, injury or loss to employees, subcontractors and any other persons, such as pedestrians or motorists, who may be present upon or within the vicinity of a Project site while Work is being performed or in progress.
- m. Any approval, notice or communication to a Party required or permitted by this Contract shall be sufficient only if made in writing.
- (i) Any notice which may be permitted or required to be given pursuant to this Contract shall be delivered personally or shall be sent by United States certified mail, postage prepaid addressed as set forth below:

If to City:

City of Bellevue
Public Works Department
Attn: Doug Clark
1510 Wall Street
Bellevue, NE 68005
Fax No.: (402) 293-3173

With a copy to:

Alicia Robbins
Bellevue City Attorney
1500 Wall Street
Bellevue, NE 68005

If to Contractor:

Judds Bros. Construction Co.
3835 N 68th Street
Lincoln, NE 68529
402-467-4666

(ii) Each Party may from time to time change its address for receipt of notices by sending a notice in the manner provided to the others specifying the new address.

(iii) Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted at the last address specified and if the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. In the event the Parties utilize "facsimile" transmitted signed documents, the Parties hereby agree to accept and to rely upon such documents as if they bore original signatures. Each Party acknowledges and agrees to provide to the other Party, within 72 hours of transmission, such documents bearing the original signatures.

n. City's Project representative shall be Public Works Director Jeff Roberts, or his designee.

o. A failure by a Party to enforce any of its rights under this Contract shall not at any time constitute a waiver of such right or any other right, and shall not modify any rights, remedies or obligations of such Party under this Contract or otherwise.

p. The Contract Documents form the entire agreement of the Parties and supersede any prior oral or written agreements of the Parties in connection with the subject matter of this Contract. Neither this Contract, nor any of the Contract Documents, shall be modified or amended except in a writing duly executed by City.

q. Contractor shall comply with: (i) the provisions of Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulation (41 C.F.R., Part 60); (ii) the Copeland "Anti-kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (20 C.F.R., Part 3); and (iii) all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the C.F.R.) issued pursuant to the Civil Rights Act of 1964 and all applicable federal, state and local laws.

r. The Contractor represents that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the City with a view towards securing a contract or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Agreement.

s. Contractor shall not discriminate against any employee, or applicant for employment, to be employed in the performance of the Work, because of race, color, religion, sex, disability, or national origin, with respect to the hire, tenure, terms, conditions, privileges or employment of such employee or applicant.

t. Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of this Contract, Contractor shall submit an affirmative action report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City's Affirmative Action Equal Opportunity Policy Statement, as attached hereto as Exhibit "B" and incorporated herein by this reference.

u. References to any document or other instrument includes all amendments and replacements thereof and supplements thereto. References to provisions of law shall be construed as references to those provisions as respectively amended, extended, consolidated or reenacted or as their application is modified by other provisions from time to time and shall include any provisions of which they are reenactments (whether with or without modification), any orders, regulations, instruments, or other subordinate legislation made under the relevant statute.

v. Each Party agrees that it has been given the opportunity to thoroughly discuss all aspects of this Contract with an attorney of its choosing and that each Party has carefully read and fully understands all of the provisions of this Contract. Each Party further represents and acknowledges that in executing this Contract it has not relied upon any representation or statement of the other Party or the other Party's officers, directors, employees, agents, council members or attorneys with regard to the subject matter, basis or effect of this Contract outside of the content of this Contract.

w. The provisions of this Contract are intended to be performed in accordance with, and only to the extent permitted by, all applicable requirements of law. If any provision of this Contract or the application of the Contract to any person or circumstance shall, for any reason and to any extent, be held invalid or unenforceable, neither the remainder of this Contract nor the application of this Contract or such provision to any other person or circumstance or other instruments referred to in this Contract or affected provision shall be affected thereby but, rather, the same shall be enforced to the fullest extent permitted by law. In the event that any provision of this Contract, or the application thereof, is held by any court of competent jurisdiction to be illegal or unenforceable, the Parties shall attempt in good faith to agree upon an equitable adjustment in order to overcome to the greatest extent possible the effect of such illegality or unenforceability.

x. The failure of any Party to insist upon the strict observance and performance of the terms, provisions or conditions of this Contract shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms, provisions or conditions.

y. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

z. If there occurs a conflict between or among this Contract, the Specifications and General Conditions, the Bid Schedules and a part hereof or any Addenda, the prevailing provisions, as between the Parties, shall be: first, those contained in this Contract; second, those contained in the applicable Specifications and General Conditions and Bid Schedules to the extent not inconsistent with this Contract; and third, those continued in any applicable Addenda to the extent not inconsistent with this Contract or such Specifications and General Provisions and Bid Schedules. Thereafter, if further interpretation is needed, the Parties acknowledge Contractor having bid for this Contract via the Bid Documents prepared by City Engineer, City of Bellevue.

aa. Contractor shall not be entitled to terminate this Contract or suspend any of the Work for any reason whatsoever, including any breach of this Contract by City.

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

of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

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

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

IN WITNESS THEREOF, the parties have duly authorized the execution and delivery of this Contract.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: _____
Mayor

BY: _____
City Clerk

ATTEST:

BY: _____

TITLE: _____

CHANGE ORDER NO.: 1

Owner: City of Bellevue, NE
 Engineer: HDR Engineering, Inc.
 Contractor: Judds Bros. Construction
 Project: New South Lift Station, Brown River
 Lift Station Improvements and Force Mains
 Contract Name: New South Lift Station
 Date Issued: 11/5/2021

Owner's Project No.: BPW-201109
 Engineer's Project No.: 10264759
 Contractor's Project No.: NA

Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description:

Bid Item #24: Cost reduction to provide a diesel generator in lieu of a natural gas generator. Change the unit price to \$735,000.00.

Bid Item #46: Lift Station concrete unit price reduction - change the unit price to \$60,000.00.

Bid Item #55: Fiber optic cable cost reduction - use UL listed HDPE fiber optic conduit in lieu of PVC conduit. Change the unit price to \$25.00 per linear foot. Total unit price cost is \$43,500.00.

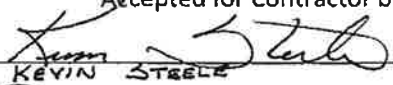
Bid Item #58: Remove 4" gas powered pump from Contractor Contract. Change unit price to \$0.

Attachments:

Email_20211105_Steele_Ramos_cost reductions.

Diesel Generator Specification.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 4,775,000.00	Original Contract Times: Substantial Completion: November 30, 2022 Ready for final payment: January 30, 2023
Increase from previously approved Change Orders: \$ 0.00	Increase from previously approved Change Orders: Substantial Completion: 0 Ready for final payment: 0
Contract Price prior to this Change Order: \$ 4,775,000.00	Contract Times prior to this Change Order: Substantial Completion: November 30, 2022 Ready for final payment: January 30, 2023
Decrease this Change Order: \$ 351,340	Increase this Change Order: Substantial Completion: 0 Ready for final payment: 0
Contract Price incorporating this Change Order: \$ 4,423,660.00	Contract Times with all approved Change Orders: Substantial Completion: November 30, 2022 Ready for final payment: January 30, 2023

	Recommended by Engineer (if required)	Accepted for Contractor by:
By:	_____	 _____
Title:	_____	KEVIN STEELE PRESIDENT
Date:	_____	11/9/2021
	Authorized by Owner	Approved by Funding Agency (if applicable)
By:	_____	_____
Title:	_____	_____
Date:	_____	_____

Peterson, Brent

From: Epiphany Ramos <epiphany.ramos@bellevue.net>
Sent: Tuesday, November 9, 2021 7:52 AM
To: Peterson, Brent; Jack, Darren
Cc: Dean Dunn
Subject: FW: New South Lift Station
Attachments: Cat D800 Generator 110521.pdf

CAUTION: [EXTERNAL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

Please see below pricing adjustments and attached generator spec. We will need a quick review and letter from HDR in recommendation to accept this negotiated pricing. We are looking to get this on the next council agenda and will be in need of that by today, preferably by mid-day.

Let me know of any questions or concerns,

E

From: Kevin Steele <ksteele@juddsbros.com>
Sent: Friday, November 5, 2021 4:01 PM
To: Epiphany Ramos <epiphany.ramos@bellevue.net>
Cc: John R. Judds <jjudds@juddsbros.com>; Rebekah Hoyt <rhoyt@juddsbros.com>
Subject: New South Lift Station

E,

We have spoken with our electrical subcontractor for this project, West-E-Con and looked over our Bid and revised our Unit Prices on the following Items:

1. Backup Generator Unit Price/Extension \$735,000.00, a Reduction of \$200,000.00.
This deduction in price is to change the Backup Generator from a Natural Gas to a Cat D800 GC Diesel Generator Set (Specification attached).
2. Lift Station Concrete Unit Price/Extension \$60,000.00, a Reduction of \$40,000.00
Judds discussed the project with Shorco and also shared the plans with several of our Superintendents and came up with Labor saving options.
3. Construct Fiber Optic Conduit and Cable Unit Price/Extension \$25.00/\$43,500.00, a Reduction of \$71,340.00
This would include changing the conduit for the Fiber Optic Cable from PVC to HDPE Pipe. I spoke with Brent Peterson on this change and he gave verbal approval.

These Three (3) changes give you a deduction of \$311,340.00 to a New Total Cost of \$\$4,463,660.00.

We spoke also of deleting the 4" Gas Powered Pump, Unit Price/Extension of \$40,000.00. If you would take the above changes and delete the 4" Gas Powered Pump, it would give us a New Total Cost of \$4,423,660.00

Please look at these changes and let me know if these are acceptable.

Thanks,

Kevin Steele

(402)610-0388

Cat® D800 GC

Diesel Generator Sets



Image shown might not reflect actual configuration.

Engine	C27
Bore – mm (in)	137.2 (5.4)
Stroke – mm (in)	152.4 (6.0)
Displacement – L (in ³)	27.03 (1649.47)
Compression Ratio	16.5:1
Aspiration	TA
Fuel System	MEUI
Governor Type	ADEM™ A4

Model	Standby 60 Hz kW (kVA)	Emissions Performance
D800 GC	800 (1000)	U.S EPA Emergency Stationary Use only (Tier 2)

Standard Features

Cat® Diesel Engine

- Meets U.S. EPA Emergency Stationary Use only (Tier 2) emission standards
- Reliable performance proven in thousands of applications worldwide

Generator Set Package

- Accepts 100% block load in one step and meets NFPA 110 loading requirements
- Conforms to ISO 8528-5 G3 load acceptance requirements
- Reliability is verified through prototype testing, which includes torsional vibration, fuel consumption, oil consumption, transient performance, and endurance testing

Alternators

- Superior motor starting capability minimizes the need for oversizing the generator
- Designed to match the performance and output characteristics of Cat diesel engines

Cooling System

- Cooling systems available to operate in ambient temperatures TBD (To be validated)
- Tested to ensure proper generator set cooling

GCCP Control Panels

- User-friendly set-up and button layout for ease of use
- Multiple parameters are monitored & displayed simultaneously for full visibility
- The module can be configured to suit a wide range of applications for user flexibility

Warranty and Extended Service Coverage (ESC)

- 24 months/1000-hour warranty for standby ratings
- 5 yrs Gold Complimentary Extended Service Coverage

Worldwide Product Support

- Cat dealers have over 1,800 dealer branch stores operating in 200 countries
- Your local Cat dealer provides extensive post-sale support, including maintenance and repair agreements

Financing

- Caterpillar offers an array of financial products to help you succeed through financial service excellence
- Options include loans, finance lease, operating lease, working capital, and revolving line of credit
- Contact your local Cat dealer for availability in your region

D800 GC Diesel Generator Sets Electric Power



Standard and Optional Equipment

Engine

Air Cleaner

- Open element
- Dual element

Starting

- Standard batteries
- Oversized batteries
- Dual Electric Starters
- Jacket water heater

Engine Attachments

- 6" Exhaust Flexible Fittings
- 6" Exhaust Flange Kits
- Radiator Duct Flange

Alternator

Output voltage

- 480V
- 600V

Temperature Rise (over 40°C ambient)

- 125°C
- 105°C

Winding type

- Random wound

Excitation

- Internal excitation (IE)
- Permanent magnet (PM)

Attachments

- Anti-condensation heater

Power Termination

Type

- Circuit breaker (Primary)
- 1200A 1600A 2000A

- Circuit breaker (Auxiliary)

- 250A 400A

- 3-pole

- Manually operated

Trip Unit

- LSI LSIG LSIG-P

Factory Enclosure

- Sound attenuated
- Weatherproof

Attachments

- DC lighting package

Fuel Tank

- Intergrated 2100 gal (7950 L)
- Sub base 3000 gal (11356 L)
- Sub base 4200 gal (15876 L)

Control System

Controller

- GCCP 1.2

Attachments

- Remote annunciator module
- Expansion I/O module
- 100A Load Center
- 20A GFCI AC Receptacle
- Ground Fault Indication
- Audible Alarm

Charging

- Battery charger – 10A (Installed)
- Battery charger – 20A
(Shipped loose)

Cat Connect

Connectivity

- Ethernet
- Cellular

Extended Service Options

Terms

- 3 year
- 4 year
- 5 year

Coverage

- Silver
- Gold

Certifications

- UL 2200 Listed
- cUL CSA 22.2 No. 100-14
- IBC seismic certification

Note: Some options may not be available on all models. Certifications may not be available with all model configurations. Consult factory for availability.

D800 GC Diesel Generator Sets Electric Power



Package Performance – D800 GC

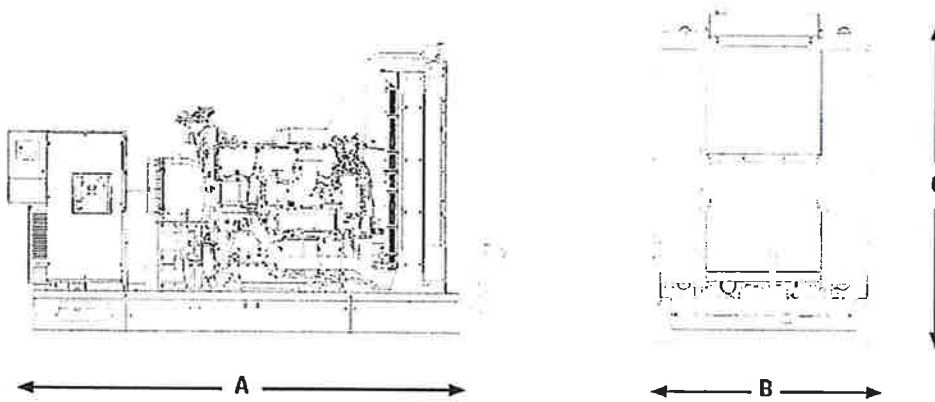
Performance	Standby	
Frequency	60 Hz	
Gen set power rating with fan	800 ekW	
Gen set power rating with fan @ 0.8 power factor	1000 kVA	
Fueling strategy	EPA ESE (Tier 2)	
Performance number	DM7696	
Fuel Consumption		
100% load with fan – L/hr (gal/hr)	216.9	(57.3)
75% load with fan – L/hr (gal/hr)	171.7	(45.4)
50% load with fan – L/hr (gal/hr)	122.3	(32.3)
25% load with fan – L/hr (gal/hr)	73.9	(19.5)
Cooling System		
Radiator air flow restriction (system) – kPa (in. water)	0.12	(0.48)
Radiator air flow – m ³ /min (cfm)	943	(33301)
Engine coolant capacity – L (gal)	55	(14.5)
Radiator coolant capacity – L (gal)	49	(12.9)
Total coolant capacity – L (gal)	104	(27.5)
Inlet Air		
Combustion air inlet flow rate – m ³ /min (cfm)	62.8	(2216.4)
Exhaust System		
Exhaust stack gas temperature – °C (°F)	511.4	(952.5)
Exhaust gas flow rate – m ³ /min (cfm)	170.3	(6011.7)
Exhaust system backpressure (maximum allowable) – kPa (in. water)	6.7	(27.0)
Heat Rejection		
Heat rejection to jacket water – kW (Btu/min)	330	(18785)
Heat rejection to exhaust (total) – kW (Btu/min)	796	(45257)
Heat rejection to aftercooler – kW (Btu/min)	162	(9235)
Heat rejection to atmosphere from engine – kW (Btu/min)	110	(6240)
Heat rejection from alternator – kW (Btu/min)	40	(2292)
Emissions* (Nominal)		
NOx mg/Nm ³ (g/hp-h)	2580	(5.18)
CO mg/Nm ³ (g/hp-h)	115.1	(0.23)
HC mg/Nm ³ (g/hp-h)	12.5	(0.03)
PM mg/Nm ³ (g/hp-h)	9.7	(0.02)

*mg/Nm³ levels are corrected to 5% O₂. Contact your local Cat dealer for further information.

D800 GC Diesel Generator Sets Electric Power



Weights and Dimensions



Model	Dim "A" mm (in)	Dim "B" mm (in)	Dim "C" mm (in)	Wet Weight kg (lb)
D800 GC	4175 (164.3)	1856 (73.1)	2217.5 (87.3)	6212 (13695)

Note: For reference only. Do not use for installation design. Contact your local Cat dealer for precise weights and dimensions.

Ratings and Definitions

Standby

Output available with varying load for the duration of the interruption of the normal source power. Average power output is 70% of the standby power rating. Typical operation is 200 hours per year, with maximum expected usage of 500 hours per year.

Applicable Codes and Standards

CSA C22.2 No. 100-14, UL 142, UL 489, UL 869A, UL 2200, IBC 2018, ISO 3046, ISO 8528 and facilitates compliance to NFPA37, NFPA70, NFPA99 and NFPA110 codes

Note: Codes may not be available in all model configurations. Please consult your local Cat dealer for availability.

Fuel Rates

Fuel rates are based on fuel oil of 35° API [16°C (60°F)] gravity having an LHV of 42,780 kJ/kg (18,390 Btu/lb) when used at 29°C (85°F) and weighing 838.9 g/liter (7.001 lbs/U.S. gal.)

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LEHE20272-02 (09/21)

www.cat.com/electricpower

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Enclosure

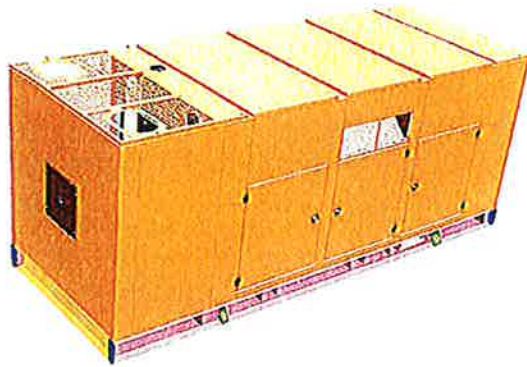


Image shown may not reflect actual configuration.

C27 – C32 GC Enclosures NA

Sound Attenuated Enclosures for C27 and C32 GC Generator Sets

These sound attenuated, factory installed enclosures are designed for safety and aesthetic value. Rugged construction provides weather protection and the ability to withstand exposure to the elements

FEATURES

Robust/Highly Corrosion-Resistant Construction

- Environmentally friendly, polyester powder-baked paint in Caterpillar White
- Zinc Plated and Stainless Steel Fasteners
- 14-Gauge Steel Construction
- Flat Roof with protection for water ingress from Rain
- Critical Grade Internally mounted muffler/exhaust system
- Soft Mounted isolators
- 75 dbA @ 7m (Target value) for Sound attenuated enclosures

Excellent Access

- Control panel mounted on RH side with an optional auxiliary box on the LH side of the package
- Large cable entry area for the ease of installation
- Left-hand or Right-hand bottom entry access to power cable bus or circuit breaker
- Multiple doors on both sides allow easy access to service points
- Hinged doors allow 180° opening rotation
- Lube Oil and coolant drains piped to exterior of enclosure and terminated drain valves
- Radiator fill cover

Options

- Weather Proof Enclosure available with same footprint
- Interior DC lighting systems
- Caterpillar White Paint (Default)
- 2100 (Factory installed), 3000 and 4200 (shipped loose) gallon fuel tanks
- 100 mph wind loading

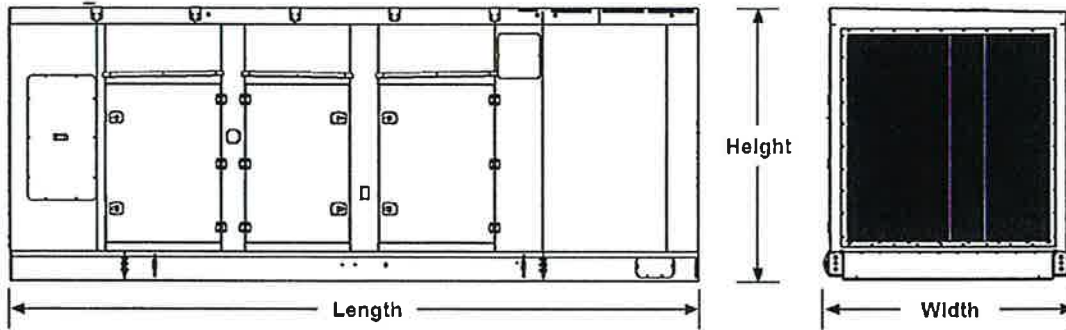
Security and Safety

- Lockable access doors with standard key use
- Cooling fan and battery charging alternator fully guarded
- Oil fill and battery can only be reached via lockable access
- External fuel connections
- Externally mounted emergency stop buttons
- Designed for spreader bar lifting to ensure safety

Certifications

- UL 2200 listed & cUL
- Seismic certification per applicable building codes: IBC 2018, CBC 2007
- Analysed to withstand 100mph wind loading
- Tested and analysed in accordance with: ASCE 7-98, ASCE 7-02, ASCE 7-05, ICC-ES AC-156

Enclosure Weights and Dimensions



Note: For reference only – do not use for installation design. Please contact your dealer for exact weights and dimensions.

Enclosure Base Options*				
	Weight kgs (lbs)	Length mm (In)	Width mm (In)	Height mm (In)
With Lifting Base	2672 (5891)	6196 (244)	2300 (91)	2650 (104)
With 2100 gal integral tank base	4891 (10783)	7620 (300)	2349.5 (93)	3264.4 (129)
With 3000 gal tank with lifting base	5638 (12429)	7645 (301)	2349.5 (93)	2650 (104)
With 4200 gal tank with lifting base	6563 (14468)	7645 (301)	2349.5 (93)	2650 (104)

*Weight does not include package generator set weight

Generator Set Weights

Generator Set Weights**	Weight kgs (lbs)
C27 Open Generator Set	5813 (12815)
C32 Open Generator Set	6798 (14987)

**Dry Weight of heaviest configuration and without base rail weight (Does not include exhaust system weights)

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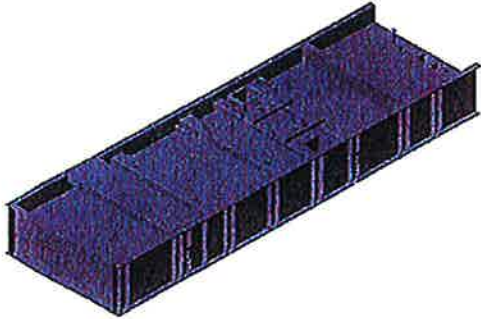
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Cat® GC

Fuel Tank Bases



Picture shown may not reflect actual configuration

Fuel Tank Bases for D800 GC - D1250 GC

Dual Wall fuel tank bases offer an integrated fuel solution for your Cat GC diesel generator set.

Features

- UL 142 (US) and ULC S601 (Canada) Listed
- Facilitates compliance to NFPA 30, 70 and 110
- CSA C282-09 and B139-04 installation compliant
- Dual wall, secondary containment (minimum of 110% of primary tank capacity)
- Tank design provides capacity for thermal expansion of fuel
- Direct reading fuel level gauge
- Fuel supply dip tube is positioned so as not to pick up fuel sediment
- Fuel return and supply dip tubes are separated by an internal baffle to prevent recirculation of heated return fuel
- Fuel fill – 43 mm (1.7 in), lockable flip top cap
- Primary tank level detection switch in containment basin
- Primary and secondary tanks are leak tested at 20.7 kPa (3 psi) minimum
- Interior tank surfaces coated with a solvent-based thin-film rust preventative
- Heavy gauge steel gussets suitable for lifting package (2100 gal only)
- Gloss black polyester alkyd acrylic enamel exterior paint over epoxy based primer
- Primary tanks are equipped with customer Lockable 2" raised fuel fill with optional seven gallon spill containment
- Leak detection switch
- Port for access to containment tank
- Removable engine supply and return dip tubes
- Fittings for opt fuel levels or auxiliary fuel pump
- Excellent stub-up access beneath circuit breaker (within fuel tank)
- Emergency vents on primary and secondary tanks are sized in accordance with NFPA 30, external to enclosure.
- Optional installed fuel level indication at the generator set control panel.
- Optional seismic certification per applicable building codes: IBC 2018 ,CBC2019
- Tested and analyzed in accordance with: ASCE 7-98, ASCE 7-02, ASCE 7-05, ICC- ES AC-156
- Anchoring details are site specific, and are dependant on many factors such as generator set size, weight, and concrete strength. IBC Certification requires that the anchoring system used is reviewed and approved by a Professional Engineer.

Cat® GC Fuel Tank Bases



Standby Rating		Engine	Strategy	Run Time @ 100% Load (Hrs)		
ekW	kVA			2100 gal	3000 gal*	4200 gal*
1250	1562	C32	ESE (Tier 2)	24.3	34.8	48.7
1000	1250	C32	ESE (Tier 2)	29.4	42.0	58.7
800	1000	C27	ESE (Tier 2)	37.8	54.0	75.5

*Requires enclosure lifting base, and fuel tank is shipped loose. Not available with IBC certification.

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LEHE20309-00 (03/21)

NEW SOUTH LIFT STATION AND BROWN RIVER LIFT STATION

2022 – NEGOTIATED HARD BID 4.8M



2019 FLOOD IMPACT



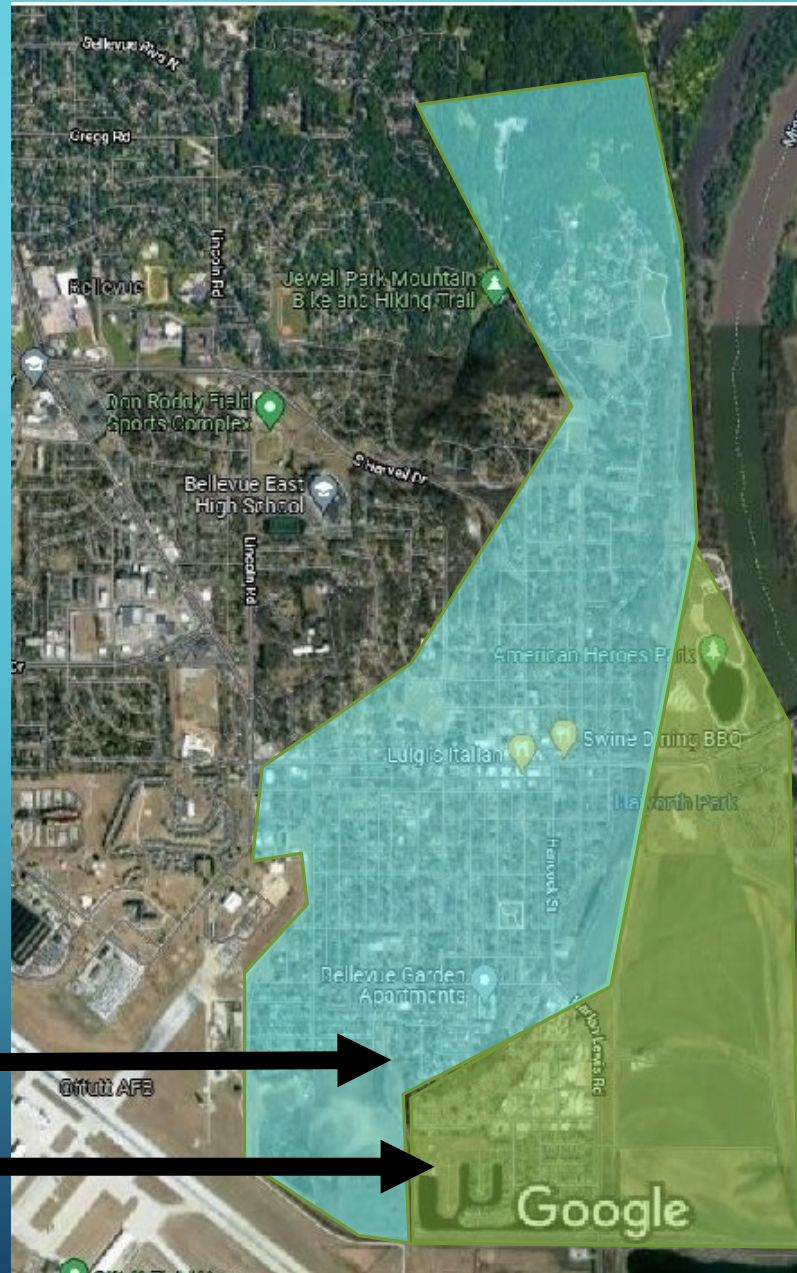
- Constant over flow of sanitary into open waterway
- Existing South Lift Station complete loss
- Applied for FEMA/NEMA funds to mitigate and rebuild, awarded 695~K

PROJECT OBJECTIVES

- Rebuild existing services while mitigating flood impact of sanitary sewer overflow into open waterways
- Increase reliability of service
- Design a “wash and wear” system for 2019 flood impacted area build out

Sewer Shed Discharging

Sewer Shed Flooded



SITE OVERVIEW



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16i.
11/16/2021

COUNCIL MEETING DATE: 11/16/2021	SUBMITTED BY: CDBG		
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Accept the CDBG Fiscal Year 2021 Award in the amount of \$335,360.00.

SYNOPSIS/BACKGROUND:

Council previously approved the application for the entitlement allocation.

FISCAL IMPACT: \$335,360.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: YES

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: FY 2021 Block Grant (B-21-MC-31-0003 \$335,360)

START DATE: 10/01/2021 END DATE: 09/30/2022 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:

Approve, and authorize the Mayor to sign, the Community Development Block Grant (CDBG) Funding Approval/Agreement in the amount of \$335,360.00.

ATTACHMENTS:

- CDBG Award Letter
- Funding Approval/Agreement (HUD-7082)
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. B. Rubin
[Signature]
[Signature]



U.S. Department of Housing and Urban Development

Omaha Field Office
Edward Zorinsky Building
1616 Capitol Avenue, Suite 329
Omaha, Nebraska 68102-4908

October 27, 2021

Honorable Rusty Hike
Mayor of Bellevue
1500 Wall Street
Bellevue, NE 68005

Dear Mayor Hike:

The Omaha Field Office would like to thank you for your continued partnership in providing quality affordable housing, a suitable living environment, and expanding economic opportunities for low-and moderate-income persons through HUD programs. On Thursday, June 10, 2021, the Department published an interim final rule with a request for comments, titled: *Requesting Affirmatively Furthering Fair Housing Definitions and Certifications* (86 Fed Reg 30779). The effective date for the interim rule is July 31, 2021, and you are encouraged to review the interim rule in developing your programs. Enclosed is the Grant Agreement for the following program:

Community Development Block Grant Program (CDBG)	\$335,360.00
Total FY 2021 Award	\$335,360.00

Transmittal of this Grant Agreement does not constitute approval of the activities described in your Consolidated Plan. You are reminded that you, as grantee, are responsible for ensuring that all grant funds are used in accordance with all program requirements. An executed Grant Agreement is a legally binding agreement between the Department of Housing and Urban Development and the City of Bellevue.

To establish a Line of Credit for Fiscal Year 2021 grant, it will be necessary for your agency to sign, execute and return one (1) copy of the Grant Agreement. If there is a need to add or remove individuals authorized to access the Integrated Disbursement Information System (IDIS), please submit an IDIS Online Access Request Form (HUD 27055). Also, please ensure the IDIS Online Access Request Form is notarized and returned to this office with your Grant Agreement. Additionally, if there is a need to establish or change the depository account where these funds are to be wired, a Direct Deposit Sign-Up form (SF-1199A) must be completed by your financial institution and returned to this office with a copy of a voided check.

If applicable, please note the special condition in your CDBG Funding Approval/Agreement.

You are reminded that certain activities are subject to the provisions of 24 CFR Part 58 (**Environmental Review Procedures**). Funds for such activities may not be obligated or expended until HUD has approved the release of funds in writing. A request for release of funds (RROF) must be accompanied by an environmental certification, and until the RROF is approved and notification is received, no HUD funds should be committed. If the project or activity is exempt per 24 CFR 58.34 or categorically excluded (except in extraordinary circumstances), no RROF is required.

Please execute two (2) copies of the CDBG Funding Approval/Agreement with electronic signatures. In response to COVID-19, HUD authorizes you to electronically execute the grant agreements with your electronic signature. Return one (1) copy of the agreement to this office to the attention of Tim Severin, Director, Community Planning and Development Division. Please ensure the Chief Elected Official and/or authorized designee electronically signs the CDBG grant agreement in the box directly across from the HUD CPD Director's signature. The CDBG Funding Approval/Agreement should **not** be electronically signed in box 12c. Maintain a copy of the agreement with your original signature on site in your program files.

For additional information and guidance on grant-based accounting, please refer to the HUD Exchange at: <https://www.hudexchange.info/manage-a-program/grant-based-accounting/>.

HUD congratulates the City of Bellevue on its grant award, and we look forward to assisting you in accomplishing your programs goals. If you have any questions or need further information or assistance, please contact Ms. Terry Inserra, Senior Community Planning and Development Representative, at (402) 492 314, or terry.l.inserra@hud.gov.

Sincerely,

Francis Tim Severin

2021.10.27 07:29:

26 -05'00'



Tim Severin
Director
Community Planning and
Development Division

Enclosures

Funding Approval/Agreement


Title I of the Housing and Community Development Act (Public Law 930383)
 HI-00515R of 20515R

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Community Development Block Grant Program

OMB Approval No. 2506-0193
 exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) Bellevue	3a. Grantee's 9-digit Tax ID Number 476006099	3b. Grantee's 9-digit DUNS Number 054156260
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 1500 Wall Street Bellevue, NE 68005	4. Date use of funds may begin (mm/dd/yyyy) 10/01/2021	
	5a. Project/Grant No. 1 B-21-MC-31-0003	6a. Amount Approved \$335,360
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Francis T. Severin	Grantee Name (Contractual Organization) Bellevue (City of Bellevue)
Title Director, Community Planning and Development Division	Title
Signature  Francis Tim Severin 2021.10.27 07:33: 43 -05'00'	Date (mm/dd/yyyy) 10/27/2021
	Signature
	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy) 08/04/2021	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified (mm/dd/yyyy) 10/27/2021	
		9c. Date of Start of Program Year (mm/dd/yyyy) 10/01/2021	
11. Amount of Community Development Block Grant			
		FY 2021	
a. Funds Reserved for this Grantee		\$335,360	
b. Funds now being Approved			
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency City of Bellevue 1500 Wall Street Bellevue, NE 68005
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature

HUD Accounting use Only Region 7, Field Office 26, Appropriation 861/30162, PAS Code EC1, Source Year 2021 (4)

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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8. Special Conditions.

- (a) The period of performance for the funding assistance specified in the Funding Approval (“Funding Assistance”) shall begin on the date specified in item 4 and shall end on September 1, 2028. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2028.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or

highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.

- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).