

Bellevue City Council Meeting

Tuesday, December 7, 2021 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor William Johnson, Revival Tabernacle Church, 2226 Jefferson Street.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
 - a. Approval of the Agenda
 - b. Approval of the Consent Agenda (*Items marked with an (*) are approved where this item is, unless otherwise removed*)
 1. Acknowledge receipt of October 12, 2021 Tree Board Minutes.
 2. Approval of the November 16, 2021 City Council Minutes.
 3. Acknowledge receipt of November 18, 2021 Planning Commission Minutes.
6. APPROVAL OF CLAIMS
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS:
 - a. Approve and authorize the Mayor to sign a letter to NE Dept. of Transportation (NDOT) stating Robert Joseph Riggs was appointed as an employed, licensed street superintendent for the purpose of the 2021 calendar year Highway Incentive Program, from January 1 through December 31, 2021. (City Clerk)
 - b. Appoint Robert Joseph Riggs, Class A, License S-1359, as the employed street superintendent for the purpose of the 2022 calendar year Highway Incentive Program, from January 1 through December 31, 2022. (City Clerk)
 - c. Election of the City Council President for 2022. (Motion is needed to vote by secret ballot)
9. APPROVED CITIZEN COMMUNICATION: NONE
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd reading): NONE
12. ORDINANCES FOR PUBLIC HEARING (2nd 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)
 1. Request to small subdivision plat Lots 1 and 2, Marchio's Subdivision Replat 1. (**No action required**)
 - 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)

13. ORDINANCES FOR INTRODUCTION (1st reading):

a. Ordinance No. 4067: An ordinance to amend the Municipal Code regarding disturbing the peace. (Chief Clary)

b. Ordinance No. 4068: An ordinance to request to rezone Lots 1 through 10, and Outlot A, Jefferson Place Addition, being a replant of Lots 1 through 6 and Part of Lots 7-11A, lying South and West of Harvell Drive, Block 170, Bellevue, together with the adjacent vacated streets, avenues, and alleys, from RD-60-OTO to RG-28-PS, with site plan approval, for the purpose of multi-family residential development. Applicant: Mercury Property Management, Inc. General Location: 16th Avenue and Jefferson Street. (Planning Manager)

c. Ordinance No. 4069: An ordinance amending and adding a section to Article VII, Chapter 12, Bellevue Municipal Code, regarding outdoor fireplace permitting requirements. (Councilwoman Welch)

d. Ordinance No. 4070: An ordinance to approve the sale and conveyance of approximately 24.85 acres of property to Redwood USA LLC. (Legal)

e. Ordinance No. 4071: Legal

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. Request for site plan approval for Lot 2, Fontenelle Replat 1, for the purposes of rebuilding an 11-unit apartment building. Applicant: Mark Sanford. General Location: Forest Drive and Hackberry Court. (Planning Manager)

b. Public Hearing on the CDBG 2020-2021 Consolidated Annual Performance and Evaluation Report (CAPER). (Finance Director/CDBG Program Specialist)

15. RESOLUTIONS:

a. Resolution No. 2021-44: A resolution authorizing the submission of the Consolidate Annual Performance and Evaluation Report (CAPER) and authorizing the Mayor to sign. (Finance Director/CDBG Program Specialist)

16. CURRENT BUSINESS:

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

b. Approve and authorize Mayor to sign Subordination Agreement. (Finance Director/CDBG Program Specialist)

c. Approve and authorize the Mayor to sign the agreement with JEO Consulting Group, Inc. for professional services for the City of Bellevue's Stonecroft Park Improvements project, in an amount not to exceed \$24,595. (Public Works Director)

d. Approve and authorize the Mayor to sign the agreement with HGM Associates, Inc. for professional services for the City of Bellevue's M146(321) Harlan Drive over Fort Crook Road Bridge Repairs project, in an amount not to exceed \$36,100. (Public Works Director)

e. Approve and authorize the Mayor to sign the agreements with AVI Systems, Inc. for the 1510 Wall Street Training Room Audiovisual Upgrades project, in an amount not to exceed \$64,154.78. (Public Works Director)

f. Approve and authorize the Mayor to sign the agreement with 4Seams Academy LLC for use of Aspen Park ballfields. (Public Works Director/Parks)

g. Approve and authorize Mayor to sign the First Amendment to the Interlocal Agreement with Law Enforcement Agencies in Douglas and Sarpy Counties, dated July 17, 2020, to include the Village of Boys Town. (Chief Clary)

h. Recommend approval for equipment purchase and authorize the Mayor to sign the contract with Motorola Solutions, in an amount not to exceed \$341,740. (Chief Clary)

i. Recommendation to approve and authorize Mayor to sign the Tri-Mutual Aid Agreement for an additional 10 years. (Fire Chief)

j. Approve and authorize the Mayor to sign the City Maintenance Agreement Renewal No. 5

and Certificate of Compliance with NE Dept. of Transportation (NDOT). (Public Works Director)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports. **(Monthly Reports are given at the first Council Meeting of each month - November report is attached to the December 7th packet)**

18. CLOSED SESSION:

19. ADJOURNMENT

*5b1.
12/7/2021

City of Bellevue

Tree Board

October 12, 2021 meeting minutes



President, Jo Langabee, called the meeting to order with the following members present: Jo; Don Preister, Tom Mruz, Scott Evans, Nancy Scott, and Deborah Woracek.

Jim Shada and Doug Clark were also present.

Jo reminded all to send their hours and mileage to Deborah as she will need that data for the year-end report.

Tom moved that we accept the minutes for the September meeting with Don seconding the motion. The Board voted and they approved the minutes. **Deborah will send a copy of them to the City of Bellevue offices for filing.**

Parks Report – Jim reported that Aspen Park is now open. He also said that Hughes Tree Service did a good job cleaning up after the July storms. The city still has some pruning to do near fence lines and trees that fell into neighbor's yards. The summer staff is gone now so the crews are down to 8 staff They have added mulch to some playgrounds. He mentioned that the neighbors cleaned the park south of the Dist. 4 Firehouse. Jo suggested the Board go around the table to introduce themselves to Doug Clark who is Jim's Supervisor and the Public Works Director. **Deborah will add Doug Clark to the email list for the Tree Board.** A discussion followed about the City's need for a certified arborist and a horticulturist on staff. Jim ended by thanking the board members for their work on behalf of the city.

Old Business

Washington Park carvings – Don reported the artist had scraped and prepped the first tree. The artist will be working on it today sometime between 4:30-6:30. We are welcome to go and watch. Don is documenting the progress.

Report on Invasive species – Tom explained how it is difficult to find enough volunteers to meet to eradicate the honeysuckle in Jewell Park. It was discussed that when Board members had the time they could go get the sprayers with the chemicals from Tom's house and go to the park and spray it. **Don and Tom plan on meeting at 9am to start down by the dog park.**

Bellevue 411 articles – Jo suggested an article about where to plant milkweed. Scott discussed one about where our yard waste ends up. Don conferred that ours in Bellevue ends up at the Oma Grow compost plant. Scott has another article on winter

watering and how important it is to continue good watering for all trees before winter starts

Winter Projects

Letterhead drawings status – The terrific new completed letterhead drawing was sent to Holly Hofreiter's daughter, who is a graphic artist. She checked it for reproducibility. **Don will get estimates for personal business cards as well as an estimate for a generic business card for the Bellevue Tree Board. We are to tell Don what we wish to have on our cards.** Deborah suggested using the Board's city email as contact information.

Tree List and Invasives flyers - Holly will pass what has been completed to Jo.

New Business

Candidates for Board members – Jo reported that she talked to both Drew and Cindi and they both declined becoming Tree Board members at this time. Don also talked to Lisa Swanson who also declined at this time. We are to all think of possibilities for members. It was suggested that we look up Nebraska Certified Arborists for local ones who might be interested. **Deborah said she would look up the list.**

Election of Officers – Jo said she was willing to continue as President, Deborah said she was willing to continue as Secretary and Tom agreed to serve as Vice President. Therefore, the lineup of Officers will stay as it is for now.

Tree plantings, when and where - There will be more new trees added to American Hero's Park in the spring. The trees planted to the east on the left of the small wetlands had not the best soil. Those trees will need to be checked and monitored.

Tree inventory - The tree inventory is now all but completed except for adding new percentages of trees with the addition of the new parks. **Jo will be adding these parks to our statistics. Jo will get together with Doug Clark to show him the tree inventory application and data base. She will also invite Michelle Foss with the MAPA plan.**

New parks - Jim said that Normandy Hills and Brook Park may be added to our park list in the future if those areas are annexed to Bellevue.

Downed trees – harvesting wood trunks – there is no further report. Don reminded all that Bobby Riggs will give you permission to come and get the wood if interested in harvesting it

Monthly timeline with duties – Deborah read the next few months duties and we are where we should be in the timeline.

Don brought in numerous articles about things cities can do to increase their canopy. For example, less mowing of the road right of ways leads to reforestation was cited in one Omaha World-Herald article written by a former City Forester. **Scott will send us the research on proper placement of milkweed plants.**

Jo asked for a motion to adjourn. Scott made the motion which was seconded by Don, all voted aye and the meeting was adjourned. Next meeting will be November 9, 2021.

Respectfully submitted,
Deborah L. Woracek, Secretary, Bellevue Tree Board

Tentative Agenda for November 9, 2021

Attendance

Volunteer Hours

Approve Minutes of Oct.12 ,2021 meeting

Park Report – Jim

Old Business

 Washington Park carvings

 Report on Invasive species

 Bellevue 411 – articles

Winter Projects

 Letterhead/logo and Business cards

 Tree List and Invasives flyers

New Business

Year-end report

Candidates for Board members

Tree inventory

New parks

Spraying for Honeysuckle

Monthly timeline with duties

MINUTE RECORD

*5b2.
12/7/2021

Bellevue City Council Meeting, November 16, 2021, Page 1

A regular meeting of the Mayor and Council of the City of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on the 16th 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

Boy Scout Troop #305, St. Mary' Church, led the Pledge of Allegiance. Pastor Andy Kaup, Lead Pastor, Bellevue Christian Center, 1400 Harvell 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 Burns, seconded by Preister, to approve the agenda.

Motion was made by Burns, seconded by Preister, to amend the agenda by removing Items 14b. and 15a. as the applicant withdrew the request. Roll call to approve the motion was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

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

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Preister, seconded by Burns, to approve the consent agenda consisting of the following items: Acknowledge Receipt of October 28, 2021 Planning Commission Minutes; Approval of the November 2, 2021 City Council Minutes; Approval of Claims; Recommend approval of waiver of hunting applications; Request to approve a 30-day extension for the Redwood 25 final plat, as per Section 4-11, Subdivision Regulations; and Approve and authorize the Mayor to sign the Acknowledgement and Consent of Collateral Assignment and Pledge Agreement.

SPECIAL PRESENTATIONS:

Proclamation declaring November 16th, 2021 as "Brandon Schutt Day."

Mayor Hike thanked Brandon Schutt for his incredible sportsmanship. Brandon was running in a cross country where another athlete collapsed. Brandon stopped to assist the athlete and helped him cross the finish line. Mayor Hike presented Brandon with a gift and proclaimed November 16, 2021 as Brandon Schutt Day.

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES: NONE

ORDINANCES FOR ADOPTION (Third Reading): NONE

ORDINANCES FOR PUBLIC HEARING (Second Reading): NONE

ORDINANCES FOR INTRODUCTION: (First Reading)

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)

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.

Mayor Hike stated the second reading and public hearing of the ordinance will be heard at the Council meeting on December 7, 2021.

MINUTE RECORD

Bellevue City Council Meeting, November 16, 2021, Page 2

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)

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.

Mayor Hike stated the second reading and public hearing of the ordinance will be heard at the Council meeting on December 7, 2021.

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)

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.

Mayor Hike stated the second reading and public hearing of the ordinance will be heard at the Council meeting on December 7, 2021.

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)

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.

Mayor Hike stated the second reading and public hearing of the ordinance will be heard at the Council meeting on December 7, 2021.

Ordinance No. 4066: An Ordinance to redefine ward boundaries due to the 2020 Census. (Administration)

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.

Mayor Hike stated the second reading and public hearing of the ordinance will be heard at the Council meeting on December 7, 2021.

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

Public Hearing to receive public input and recommendations for the use of American Rescue Plan Act (ARPA) Funds. (Finance Director)

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

Mr. Rich Severson, Finance Director, explained the City of Bellevue was awarded \$8.4 million out of the \$1.9 trillion economic stimulus bill I. The city received \$4.2 million and will receive the second half in 2022. There are eligible uses, and the city needs to be careful what they use the funds for. He provided a list of eligible uses.

Conversation ensued on the amount the state received and the municipalities working together for the community.

Councilman Cook questioned if there is someone in the Finance Department to stay on top of the use of funds. Mr. Severson replied that will be him. Discussion followed on when there will be a package distributed to the council on use of funds for projects.

Councilman Cook questioned who the contact person is for suggestions or comments on the way the funds should be spent. Mr. Severson stated the City Administrator is the person of contact. Discussion followed.

Councilwoman Welch questioned how the funds were received. Mr. Severson explained this decision was made by Congress and they decided how to disperse funds.

MINUTE RECORD

Bellevue City Council Meeting, November 16, 2021, Page 3

Councilman Preister inquired if there is a time perimeter. Mr. Severson advised the funds should be fully obligated by December 2024. Conversation ensued.

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

RESOLUTIONS:

Resolution No. 2021-41: 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)

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

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)

Motion was made by Preister, seconded by Welch, to approve 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. 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.

CURRENT BUSINESS:

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)

Motion was made by Welch, seconded by Cook, to approve and authorize the Mayor to sign the HUD Form 7015.15 - Request for Release of Funds and Certifications and to submit to HUD. 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.

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)

Motion was made by Stinson, seconded by Cook, to approve 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. 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.

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)

Motion was made by McCaw, seconded by Welch, to approve 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. 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 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)

Motion was made by Cook, seconded by Preister, to 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. 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 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)

Mrs. Epiphany Ramos, Wastewater and Solid Waste Superintendent, provided a presentation regarding the project objectives and details. She provided a history of the impact the flood of 2019 had to lift station. Discussion followed.

MINUTE RECORD

Bellevue City Council Meeting, November 16, 2021, Page 4

Motion was made by Cook, seconded by Welch, to 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. 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 Community Development Block Grant (CDBG) Funding Approval/Agreement, in an amount of \$335,360. (CDBG Program Specialist/Finance Director)

Motion was made by Welch, seconded by Stinson, to approve and authorize the Mayor to sign the Community Development Block Grant (CDBG) Funding Approval/Agreement, in an amount of \$335,360. 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 – November report will be attached to the December 7th packet)

CLOSED SESSION: NONE

ADJOURNMENT

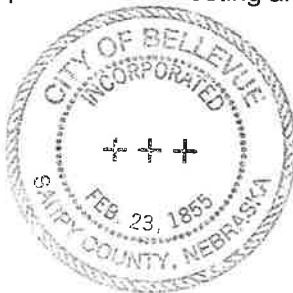
There being no further business to come before the Council at this time, on motion by Cook, seconded by Preister, the meeting was adjourned at 7:02 p.m. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.


Susan Kluthe, City Clerk

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 16, 2021; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.


Susan Kluthe, City Clerk



MINUTE RECORD

Bellevue Planning Commission Meeting, November 18, 2021 Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, November 18, 2021, at 6:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Casey, Hankins, Ritz, Aerni, Cutsforth, Ackley, Compton, Perrin, and Jacobson. Also present were Tammi Palm, Planning Department Manager, and Angela Curry, Assistant Planning Manager.

Notice of this meeting was given in advance thereof by publication in the Gretna Guide and News 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.

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

Motion was made by Ackley, seconded by Hankins, to approve the minutes of the October 28, 2021, regular meeting as presented. Upon roll call, all present voted yes. Motion carried unanimously.

Cutsforth asked if there were any updates or additions to staff reports. Palm advised there were three additional letters and emails in opposition to Item 3.c. She stated these items were given to the commissioners and will be entered into public record.

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

PUBLIC HEARING was held on a request to rezone Lots 1 and 2, Walnut Grove Estates Replat 1, being a replat of Lot 2, Walnut Grove Estates, from AG to RA for the purpose of single-family residential development; and small subdivision plat Lots 1 and 2, Walnut Grove Estates Replat 1. Applicant: Eric Carlson. General Location: 5007 Platteview Road. Case #'s: Z-2110-18 and S-2110-23.

Palm stated the applicant was unable to attend tonight's hearing. Palm stated the applicant's mother-in-law is the owner of the 21 acre parcel. She stated the request is to subdivide the property into two lots: one being a 5 acre parcel and the other being 15 acres. Palm said there is also a request to rezone both lots to RA (Residential Agricultural District). Palm stated the request meets the requirements of the Subdivision Regulations and is in conformance with the Comprehensive Plan.

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

MOTION was made by Ackley, seconded by Jacobson, to recommend APPROVAL of a request to rezone Lots 1 and 2, Walnut Grove Estates Replat 1, being a replat of Lot 2, Walnut Grove Estates, from AG to RA for the purpose of single-family residential development; and small subdivision plat Lots 1 and 2, Walnut Grove Estates Replat 1. Applicant: Eric Carlson. General Location: 5007 Platteview Road. APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, as well as a lack of perceived negative impact to the surrounding area. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING ON December 21, 2021.

Cutsforth stated the next two items were for the redevelopment plan, rezoning and platting of Jefferson Place. She stated there have been emails regarding issues that are unrelated to the items on tonight's agenda and would not be discussed.

PUBLIC HEARING was held on a request to approve the redevelopment plan for Lots 1 through 10, and Outlot A, Jefferson Place Addition, being a replat of Lots 1 through 6, and Part of Lots 7-11A, lying South and West of Harvell Drive, Block 170, Bellevue, together with the adjacent vacated streets, avenues, and alleys. Applicant: Mercury Property Management, Inc. General Location: 16th Avenue and Jefferson Street. Case #: ECD #53.

Andrew Willis, 233 S. 13th Street, Lincoln, NE, was present on behalf of the applicant. Willis stated the area was declared blighted and substandard at a recent City Council meeting. He stated the site is approximately 75,000 square-feet, which is 7,500 square feet of lot area per unit. Willis stated there are 10 proposed lots with Outlot A to cover drainage issues. Willis stated the proposed site plan is for a four-plex and a duplex on the north end of the site and a four-plex on the south end of the site. He stated the six northern units would have access onto 16th Avenue and the southern units would have access onto Jefferson Street, which would mitigate traffic concerns. Willis stated no change of access

MINUTE RECORD

Bellevue Planning Commission Meeting, November 18, 2021, Page 2

would occur to the existing residences. Willis showed how the buildings would be positioned on the lots and the type of construction proposed. He stated each dwelling would be three- to four-bedroom units with upper and lower levels. Willis stated the value of the project would be \$3,150,000 dollars, which creates a TIF (Tax Increment Financing) of \$750,000 dollars. Willis stated \$850,000 identified in the costs would be civil site work such as retaining walls, relocating some utilities, grading and landscape buffers. He stated the site has an unusual topography. Willis stated this development would create the type of housing diversity that is lacking in the Olde Towne area. He said this redevelopment plan complies with several points in the Comprehensive Plan. Willis said this plan should not have a negative impact on the surrounding area.

Marti Mramor, 101 E. 16th Avenue, Bellevue, NE, stated several residents compiled questions regarding this matter and they were emailed to the Planning Department. She stated the allowed five minutes would not cover all of the questions and she did not hear that email mentioned with the other emails and letters placed into the record. Palm stated the email was received just prior to the meeting and it was received anonymously. She stated this was the opportunity for Ms. Mramor to ask her questions for the record, and staff, the applicant, and the applicant's attorney would be able to answer those questions. Discussion ensued regarding the public hearing process and the public's opportunity to voice their oppositions. Mramor asked when the development would occur if approved, and how long construction would last. She asked if it would be done in phases and where the construction equipment would be parked and the hours of operation. Mramor asked if any of the trees would remain and who planted those trees. She asked if any environmental studies had been done. Palm stated once the public hearing is closed these questions would be addressed.

Bill and Connie Golden, 1712 Franklin Street, Bellevue, NE, stated the pictures taken after a storm were used in the blighted and substandard study. Golden stated the area is not large enough for the number of units proposed and the increased traffic on Franklin Street is not welcomed. She stated some of the City Council members had visited the site and spoken with neighbors. Golden stated they would have appreciated if Mercury Contractors had met with the neighbors. She stated there is not room for emergency vehicles to get in and out of the development.

Diane Leiker, 1703 Jefferson Street, Bellevue, NE, stated she does not want her property value to go down because it has been labeled blighted and substandard. She stated the blighted and substandard label does not go away after development. She said she is bothered by the developer using the blighted and substandard label so they can get a tax break.

Steve Compton, 802 Kohl Road, Bellevue, NE, stated although he does not live in the area he travels through the area frequently. He stated he concurs with the need for housing diversity in the city but the site selected for this development is a very poor alternative. Compton stated there are multiple infrastructure and environmental impact issues. He stated the amount of work to be done to the parcel and the need for a site plan and rezoning should speak for itself. Compton stated the trees that provide habitat for big game, wildlife, and avian species would need to be cleared. He stated he did not see a plan that the proposed development would be consistent with the character of the community or a stormwater management plan. Compton stated the area is frequently flooded after a storm. He stated he does not understand how this could be approved without grading and stormwater management plans. Compton asked if any traffic control changes would be made to accommodate the additional traffic. Compton stated deer warning signs in the area indicate this is a wildlife corridor and that would create an increase in road kill. Compton asked if the Federal Migratory Bird Treaty Act had been considered for violation.

Matt Griffith, 1701 Franklin Street, Bellevue, NE, stated Mr. Compton brought up many of the points on his mind. He stated the misplaced animals would become a nuisance. Griffith stated this is the wrong development for this space. He stated the grade of the site would require excessive construction to maintain safety and drainage control. Griffith stated although the City of Bellevue is not near the limitations of Tax Increment Financing there is no way to reverse it. He stated the water pressure is going to be affected by this development. Griffith stated the developer is planning to install sidewalks but that cannot be done without taking part of the current homeowner's property.

Tony Boyd, 1701 Jefferson Street, Bellevue, NE, stated neighbors he has spoken to are opposed to this development. He stated concerns about traffic and lack of environmental studies had been approached in all of the meetings for this development but have not been addressed. Boyd stated increased parking and traffic on Jefferson Street would be a nightmare. He stated the objections to this development fall on deaf ears. Boyd said he wants the Planning Commission and the City Council to vote no to this request.

MINUTE RECORD

Bellevue Planning Commission Meeting, November 18, 2021 Page 3

Bernard Kusek, 1802 Jefferson Street, Bellevue, NE, stated no one is listening to the people and the issues they have with the development.

Mramor asked if the plan would be allowed to change after tonight's vote. Palm stated there are two items on tonight's agenda. She said there is the redevelopment plan with a site plan attached, and a rezoning with a small subdivision plat. Palm stated if the City Council approves the site plan the developer would be required to build accordingly. She stated items such as construction materials, utilities, grading and drainage would be finalized in the building permit process. Discussion ensued regarding the permit process.

Michele Goldapp, 1712 Jefferson Street, Bellevue, NE, stated there are already issues with parking in the area and this construction would create more problems. She stated she likes the peace and quiet and natural forest area. She asked how this project would be done without disturbing the neighborhood.

Willis stated traffic and environmental studies are not required for this project. He stated the construction project would be approximately 18 months, starting at the north end and working to the south end of the site. Willis stated this site is difficult to develop and the reason the developer is asking for TIF.

Palm stated when an application is submitted, Sarpy County Public Works, Bellevue Public Works, the Police Department, Fire Department, and the Permits Department review the plans. She stated during the review process any concerns are addressed. Palm stated typically the process takes several months prior to the public hearing. She stated the city's engineers reviewed the proposed density for this project and did not request a traffic study based on the fact these ten units and their access points would be able to handle the additional traffic. Palm stated the site is private property and to her knowledge, the city has not planted any trees on this site. She said an environmental study is not standard practice. Palm stated the blight and substandard designation has already been approved so that makes this property TIF eligible. She stated the Police Department and Fire Department have reviewed the site plan and do not have any concerns with emergency vehicles being able to access this development. Palm stated a preliminary drainage and grading plan were submitted and reviewed and if the development is approved, there is a process for review during the permitting process for drainage and grading. She stated the City of Bellevue is part of the Papio Watershed partnership and those regulations must be adhered to. These regulations state the developer cannot negatively impact any neighboring properties.

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

Commissioner Compton stated the City Council and the Planning Commission are separate bodies and the Planning Commission is governed by ordinances and regulations. He said he does not appreciate the term blighted and substandard and was faced with his own property being labeled blighted and substandard when Mission Avenue was designated as such many years ago. Compton stated many people think their property values will decrease because of this designation but his property values have continued to rise in spite of the blighted and substandard designation. He said the designation is a tool for redevelopment and the label is set by legislation.

Ritz stated he is very familiar with the area because he commutes through that intersection daily. He stated on TIF Exhibit B, lines 24 and 25 do not match. He stated he also has concerns regarding the traffic. Ritz stated the units would be valued at \$300,000 dollars and that would be on the high end for the Olde Towne area. Ritz stated TIF should be used for developing properties with better housing. He stated the site preparation makes it too expensive to develop this site.

Aerni asked staff when the area was originally platted. Palm stated this area is part of original Bellevue platted decades ago. She stated the lots are smaller and non-conforming lots. Palm stated zoning originated in 1965 so this area was likely zoned RD-60 at that time. She said that current zoning allows for a density of 6,000 square feet of lot area per dwelling unit. Aerni stated the zoning has always intended for this area to be a residential development. Discussion ensued regarding what could be constructed on this site with the current zoning and how many of the trees would be removed.

Ackley asked staff if the developer would be required to widen the current Jefferson Street. Palm stated the city would not improve Jefferson Street to 16th Avenue. She said some of the existing driveways and structures along Jefferson Street are encroaching into the right-of-way, so as not disrupt those, the city did not require any improvements other than private drives from the developer.

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Bellevue Planning Commission Meeting, November 18, 2021, Page 4

Ackley asked the applicant's engineer what Outlot A would be used for. Fortino Ramirez, 2717 South 13th Street, Omaha, NE, engineer for the developer, stated the developer would use Outlot A for the sanitary sewer easement and stormwater management. He stated the lot is currently being used for that but the developer would be realigning things to fit better. Ramirez showed the proposed new location for the sanitary sewer. Ackley inquired about the standard for water pressure and what would it be upon completion of the project. Ramirez stated 40 pounds is the minimum and MUD (Metropolitan Utilities District) would install the water lines. He stated he has not seen the drawings for those lines. Ritz stated ideally water pressure is 70 pounds. Ackley asked if the stormwater drainage design would be to remove the trees and have a grassy area where the water would collect in the event of a storm and then drain. Ramirez stated the area shaded in gray on the site plan will be used to handle the stormwater drainage and would be landscaped with types of plants that have a root system to break down the hydrocarbons. He stated some areas of Outlot A are unusable so the trees would remain as is in those areas.

Ackley asked once all of the units are sold who is responsible for Outlot A. Palm stated the common areas would have to be maintained by an HOA (Homeowners Association). Ackley stated according to the Redevelopment Plan there is \$4,000,000 in costs for the project and the goal is to sell the units for \$315,000. Willis stated the use of \$315,000 per unit in the TIF projections was to cover possible rising construction cost and if a buyer wanted to do upgrades to the unit. He stated the goal is the \$300,000 price and without the TIF, the cost would be closer to \$400,000. Ackley stated if there is \$4,000,000 in costs and you sell 10 units for \$315,000 each that totals \$3,150,000 with TIF money of \$750,000, that does not add up to the projected costs. Jeff Gehring, 4222 Davenport Street, Omaha, NE, stated the \$4,000,000 was for inflationary costs but he did not expect the project to exceed \$3,200,000. Ackley stated if that was the case why was the TIF needed. Discussion ensued regarding the math in the Redevelopment Plan. Ackley stated the TIF amount per unit would be \$75,000, which would be the highest amount of money for development the city has ever approved. Willis stated the site would be difficult and expensive to develop.

Ackley questioned with a cost of \$315,000 per unit, what the assessed value would be. Hankins stated the assessor will look at recent sales and there are no comparable sales for this type of property in Bellevue. Discussion ensued regarding the value of homes in the area and the risks of building \$315,000 units in the Olde Towne area.

Jacobson asked if the builder had expertise in complying with the Migratory Bird Act. Ramirez stated he was not an expert but follows what the law allows, which allows trees to be removed outside the window of April 1st to September 1st.

Ackley stated areas in Bellevue that have remained vacant for a long time generally have neighbors' opposition to change. He stated the Commission listens and wants to hear concerns of water pressure, infrastructure, and traffic. Ackley said the traffic increase has been reviewed by the city and deemed that an additional ten units would not impact the neighborhood. He stated discussion regarding some type of traffic control at the intersection of Galvin and Franklin could take place. Ackley stated if the Commission votes in favor of this application it does not mean concerns are not being heard. Discussion ensued regarding recent developments and neighbors' opposition. Ackley stated these developments benefit the city by keeping taxes from going up for all of us. Ackley stated because of the difficulty in developing this site he has concerns if the development would work even with the TIF.

Commissioner Compton stated there is a bill being drafted by Senator Hunt to remove properties from the blighted and substandard designation.

Ackley asked the developer if they would prefer to hold this item over to make sure all the information is correct. Gehring stated he cannot predict inflation, which has been hard to put the numbers together, but these would be very attractive units on a beautiful piece of land and as a homebuilder he believes the numbers work.

MOTION was made by Aerni, seconded by Jacobson, to recommend APPROVAL of a request to approve the redevelopment plan for Lots 1 through 10, and Outlot A, Jefferson Place Addition, being a replat of Lots 1 through 6, and Part of Lots 7-11A, lying South and West of Harvell Drive, Block 170, Bellevue, together with the adjacent vacated streets, avenues, and alleys. Applicant: Mercury Property Management, Inc. General Location: 16th Avenue and Jefferson Street. Case #: ECD #53. APPROVAL based upon the elimination of a blighted and substandard area, conformance with the requirements of the State Statutes, and the opportunity for infill development near the Olde Towne district. Upon roll call, Casey, Hankins, Aerni, Cutsforth, Compton, Perrin and Jacobson voted yes, Ritz and Ackley voted no. MOTION carried.

MINUTE RECORD

Bellevue Planning Commission Meeting, November 18, 2021 Page 5

This item will proceed to City Council for PUBLIC HEARING ON December 21, 2021.

PUBLIC HEARING was held on a request to rezone Lots 1 through 10, and Outlot A, Jefferson Place Addition, being a replat of Lots 1 through 6 and Part of Lots 7-11A, lying South and West of Harvell Drive, Block 170, Bellevue, together with the adjacent vacated streets, avenues, and alleys, from RD-60-OTO to RG-28-PS, with site plan approval, for the purpose of multi-family residential development; and small subdivision plat of Lots 1 through 10 and Outlot A, Jefferson Place Addition. Applicant: Mercury Property Management, Inc. General location: 16th Avenue and Jefferson Street. Case #'s: Z-2110-21, S-2110-26.

Palm stated emails were received from Jessica Conkey, 1506 Franklin Street, Roger and Carol Tschmpl-Diesing, and Diana Souza, 1702 Franklin Street, all expressing opposition to the development. Copies of these emails were provided to the Commission prior to the hearing. She stated page 1, item E, of the staff report states the request to rezone from RD-60 to RG-20-PS. Palm said it should state RD-60-OTO. Palm stated the technical deficiencies have been satisfied by the applicant.

Willis stated the current zoning allow for duplexes and single-family dwellings at a minimum of 6,000 square feet of lot area per unit. He stated the ten units proposed would allow for 7,500 square feet of lot area per unit. He stated the rezoning would not change the density on this lot, but rather it would make it work for the ten units proposed.

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

Ritz stated realistically there are seven existing platted lots that are in conformance with the zoning ordinance, so the ten units being proposed is increasing the density to this area.

Ackley stated he does not have an issue with the development.

MOTION was made by Aerni, seconded by Perrin to recommend APPROVAL of a request to rezone Lots 1 through 10, and Outlot A, Jefferson Place Addition, being a replat of Lots 1 through 6 and Part of Lots 7-11A, lying South and West of Harvell Drive, Block 170, Bellevue, together with the adjacent vacated streets, avenues, and alleys, from RD-60-OTO to RG-28-PS, with site plan approval, for the purpose of multi-family residential development; and small subdivision plat of Lots 1 through 10 and Outlot A, Jefferson Place Addition. Applicant: Mercury Property Management, Inc. General location: 16th Avenue and Jefferson Street. Case #'s: Z-2110-21, S-2110-26. APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, and Comprehensive Plan, as well as a lack of perceived negative impact to the surrounding area. Upon roll call, Casey, Hankins, Aerni, Cutsforth, Ackley, Compton, Perrin, and Jacobson, voted yes, Ritz voted no. MOTION carried.

This item will proceed to City Council for PUBLIC HEARING ON December 21, 2021.

Meeting adjourned at 7:55 p.m.



Dianna Van Horn
Planning Secretary

MINUTE RECORD

*6.
12/7/2021

CLAIMS FOR DECEMBER 7, 2021

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MAYOR

U.S. CELLULAR	MONTHLY SERVICE 2021/10/04-2021/11/03	54.80
		<u>\$ 54.80</u>

CITY ADMINISTRATOR

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/09/30-2021/11/01	215.49
INDOFF	OFFICE SUPPLIES	49.23
U.S. CELLULAR	MONTHLY SERVICE 2021/10/04-2021/11/03	172.67
		<u>\$ 437.39</u>

CITY COUNCIL

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

LEGAL

U.S. CELLULAR	MONTHLY SERVICE 2021/10/04-2021/11/03	90.61
		<u>\$ 90.61</u>

CABLE ADVISORY

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/09/30-2021/11/01	183.16
U.S. CELLULAR	MONTHLY SERVICE 2021/10/04-2021/11/03	49.80
		<u>\$ 232.96</u>

CITY CLERK

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/09/30-2021/11/01	161.62
AMERICAN LEGAL PUBLISHING CORP	2022 CODE PROGRAM SUBSCRIPTION	399.00
GRETN A GUIDE & NEWS	LEGAL AD	347.58
		<u>\$ 908.20</u>

FINANCE/RISK MANAGEMENT

AMAZON.COM, LLC	CHAINSAW HELMETS, OFFICE SUPLIES, SAFETY GLASSES	809.10
BELLEVUE PRINTING COMPANY	RECEIPT BOOKS	834.90
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/09/30-2021/11/01	280.13
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	30.90
HANEY SHOE STORE	SAFETY BOOTS-18 EMP	1,737.93
INDOFF	OFFICE SUPPLIES, CALENDARS	473.73
QUADIENT FINANCE USA, INC	POSTAGE REFILL 2021/10/01	2,139.73
RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY BOOTS-11 EMPLOYEES	2,091.43
U.S. CELLULAR	MONTHLY SERVICE 2021/10/04-2021/11/03	54.84
		<u>\$ 8,452.69</u>

LIBRARY

AMAZON.COM, LLC	BOOKS, PROGRAM SUPPLIES, VIDEOS	1,052.67
AMERICAN CHAMBER OF COMMERCE	NEB HR LIBRARY	260.00
AMERICAN LIBRARY ASSOCIATION	MEMBERSHIP-5 EMPLOYEES	819.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/09/30-2021/11/01	152.07
BRANDILYN KANAWYER	REIMB MILEAGE FOR WORKSHOP	98.56
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	179.50
CENGAGE LEARNING, INC	BOOKS	143.95
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	87.48

MINUTE RECORD

CLAIMS FOR DECEMBER 7, 2021

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LIBRARY (cont'd)

COMMERCIAL SOLUTIONS	SURETY BONDS	80.00
DAWN WILSON	REIMB MILEAGE FOR CONFERENCE	123.20
DEMCO	LABELS	199.11
ENVISIONWARE, INC	WIRELESS PRINTING SUBS JAN-DEC 2022	595.00
INGRAM LIBRARY SERVICES	BOOKS	3,421.59
KAPCO	BOOK COVERS	640.00
LIBRARY IDEAS	BOOKS	391.55
MELINA THOMPSON	INTERNSHIP HOURS	500.00
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/10/07-2021/11/05	108.29
MIDWEST TAPE	VIDEOS	44.98
OVERDRIVE, INC	DIGITAL BOOKS	2,000.00
QUADIENT LEASING USA, INC	2021/12/08-2022/07/22 POSTAGE METER	176.46
RUFF WATERS	AQUARIUM MAINT	65.00
		<hr/>
		\$ 11,138.41

ADMINISTRATIVE SERVICES/PERSONNEL

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/09/30-2021/11/01	237.04
IDEAL PURE WATER COMPANY	BOTTLED WATER	31.50
INSTITUTE FOR COMMUNITY ALLIANCES	HMIS AGENCY LICENSE AND USER LICENSE	470.00
INTEGRATED REHAB	PHYSICALS	510.00
ONE SOURCE	BACKGROUND CHECKS	103.00
U.S. CELLULAR	MONTHLY SERVICE 2021/10/04-2021/11/03	82.00
WORK FIT OCCUPATIONAL HEALTH	FTFF PHYSICALS	5,781.78
		<hr/>
		\$ 7,215.32

CODE ENFORCEMENT

AMAZON.COM, LLC	DIGITAL CAMERA	214.99
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/09/30-2021/11/01	16.85
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	98.91
METROPOLITAN UTILITIES DIST	2021/10/06-2021/11/04 MONTHLY SERVICE	9.89
OMAHA PUBLIC POWER DISTRICT	2021/10/08-2021/11/10 MONTHLY SERVICE	109.43
U.S. CELLULAR	MONTHLY SERVICE 2021/10/04-2021/11/03	77.67
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		\$ 527.74

PUBLIC WORKS

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/09/30-2021/11/01	28.45
GRAINGER	SWEATSHIRTS, JACKETS, HI VIS SHIRTS	107.07
METROPOLITAN UTILITIES DIST	2021/10/06-2021/11/04 MONTHLY SERVICE	16.61
NEBRASKA IOWA SUPPLY CO	DIESEL FUEL FOR CITY TANKS	3,609.20
OMAHA PUBLIC POWER DISTRICT	2021/10/08-2021/11/10 MONTHLY SERVICE	183.00
ONE CALL CONCEPTS	MONTHLY DIGGERS HOT LINE	822.96
REFLECTIVE APPAREL FACTORY, INC	REFLECTIVE PARKA	107.18
U.S. CELLULAR	MONTHLY SERVICE 2021/10/04-2021/11/03	317.44
UPS STORE	SHIPPING TO RETURN UNIFORM	50.65
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		\$ 5,242.56

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PARKS

A-RELIEF SERVICES	PORTABLE RESTROOM-CITY PARKS	483.00
BEST CUT LAWN CARE	MOWING-OCT 2021	3,724.23
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/09/30-2021/11/01	30.76
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	6.54
DAY ELECTRIC SERVICE, INC	NEW FOUNTAIN-AHP	611.00
DPS, LLC	KEYSTONE TRAIL REPAIR	10,575.41
HGM ASSOCIATES INC	PROF SVC-AHP RESTROOM DESIGN	3,154.33
METROPOLITAN UTILITIES DIST	2021/10/06-2021/11/04 MONTHLY SERVICE	1,701.51
PILOT ROCK	WHEELCHAIR ACCESS	604.40
U.S. CELLULAR	MONTHLY SERVICE 2021/10/04-2021/11/03	143.41
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		\$ 21,034.59

RECREATION

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXP	18.03
U.S. CELLULAR	MONTHLY SERVICE 2021/10/04-2021/11/03	64.91
		<hr/>
		\$ 82.94

BUILDING MAINTENANCE

ACCESS ELEVATOR & LIFTS, INC	LIFT NOT WORKING	220.00
AMAZON.COM, LLC	VACUUMS FOR NEW JANITORS, SUPPLIES	1,221.92
BIG RED LOCKSMITHS	DUPL KEYS	7.50
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/09/30-2021/11/01	745.63
CARPENTER PAPER CO	JANITORIAL SUPPLIES	495.29
DAY ELECTRIC SERVICE, INC	OUTLET FOR SUMP PUMP, REPAIR WASH BAY LIGHTING	1,700.79
FIRE PROTECTION SERVICES, LLC	SEMI-ANNUAL FIRE ALARM INSPECTIONS	710.00
JACKSON SERVICES, INC	DOOR MAT SERVICE-LIBRARY	123.39
JOHNSTONE SUPPLY	RESNOR MOTOR	213.30
JOHNSTONE SUPPLY	FAN BLADE	60.49
MENARDS	PAINT, BALLASTS, JANITORIAL SUPPLIES, DEHUMIDIFIER	612.12
MENARDS- COUNCIL BLUFFS	250W BULBS	45.98
METROPOLITAN UTILITIES DIST	2021/10/06-2021/11/04 MONTHLY SERVICE	503.93
NEB DEPT OF ENVIRONMENT & ENERGY	RENEW LICENCE-NIEMIER	115.00
OVERHEAD DOOR COMPANY	CHECK DOOR BOTTOM EDGE-DIST 3	90.00
ROCHESTER MIDLAND CORPORATION	WATER ENERGY TEAM FIXED BILLING	300.00
SHERWIN WILLIAMS CO	PAINT & SUPPLIES	120.47
STANDARD HEATING & A/C	MAINTENANCE	141.15
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES	4,198.84
TITANIUM FIRE SPRINKLER COMPANY	REPAIR BACKFLOW PREVENTER	875.00
TRICO MECHANICAL SERVICES	AC MAINTENANCE-FOOD PANTRY	217.25
U.S. CELLULAR	MONTHLY SERVICE 2021/10/04-2021/11/03	25.89
WESTLAKE ACE HARDWARE	PLUG DRAIN TEST, TROWEL, SUPPLIES	24.19
		<hr/>
		\$ 12,768.13

CEMETERY

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/09/30-2021/11/01	30.76
DAY ELECTRIC SERVICE, INC	DATA CIRCUIT-CEMETERY KIOSK	1,216.09
JASON HOUGHTALING	REIMB FOR CDL LICENSE	63.50
METROPOLITAN UTILITIES DIST	2021/10/07-2021/11/04 MONTHLY SERVICE	155.09
ROBERTA GARDNER	SELL BACK 2 PLOTS	540.00
U.S. CELLULAR	MONTHLY SERVICE 2021/10/04-2021/11/03	49.80
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		\$ 2,055.24

MINUTE RECORD

CLAIMS FOR DECEMBER 7, 2021

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STREETS

3M COMPANY	RED, GREEN ELECTROCUT FILM	1,071.00
ALFRED BENESCH & COMPANY	PROF SVC-CAPEHART RD 2021/09/27-2021/10/24	3,081.45
ALFRED BENESCH & COMPANY	PROF SVC-CONSTRUCTION OBSERVATION 2021 CONCRETE PROJECTS	13,462.70
ALFRED BENESCH & COMPANY	PROG SVC-SCHILLING DR	1,049.25
ALFRED BENESCH & COMPANY	PROF SVC CONSTRTRUCTION DESIGN	3,287.98
AMAZON.COM, LLC	BATTERIES, OFFICE SUPPLIES, UTILITY CART, PHONE CHARGER, TOOLS	754.54
AVERY RENTS	PROPANE	63.98
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/09/30-2021/11/01	84.94
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	45.41
DAVID WEAVER	REIMB LEARNER'S PERMIT FEE	15.75
FELSBURG HOLT & ULLEVIG, INC	PRELIMINARY DESING 36TH ST	31,810.99
GEARHART CONSTRUCTION & PLUMBING INC	WATER SERVICE OFFSET 2619 MARGO	900.00
HEIMS CORPORATION	STORM SEWER IMPROVEMENTS	75,483.00
HGM ASSOCIATES INC	CORNHUSKER BRIDGE 2021/03/10-2021/10/31	760.53
IMSA	MEMBERSHIP DUES-WITKOVSKI	100.00
JACOBS ENGINERING GROUP	STORM DRAINAGE IMPROVEMENTS	29,589.93
LAKEVIEW CONSTRUCTION	2021 CONCRETE PROJECTS	52,109.12
MARTIN ASPHALT	ASPHALT TACK	699.30
MENARDS	FAUCET ADAPTER, THREAD, TENSION BAR, TOOLS	89.99
MENARDS - RALSTON	RAIL END CAP	10.92
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/10/06-2021/11/03	582.64
MICHAEL TODD & COMPANY	BANDING, STEEL BUCKLE, BRACKET	3,575.50
MIDWEST FENCE COMPANY	MOBILIZATION, GUARDRAIL, REPAIR END	2,125.00
OMAHA PUBLIC POWER DISTRICT	2021/10/08-2021/11/10 MONTHLY SERVICE	1,297.67
OMNI	ASPHALT	2,834.65
READY MIXED CONCRETE COMPANY	CONCRETE	9,701.00
TRISTAR CLAIMS MANAGEMENT SERVICES	WORK COMP FUNDING OCT 2021	992.20
U.S. CELLULAR	MONTHLY SERVICE 2021/10/04-2021/11/03	245.05
		\$ 235,824.49

FLEET MAINTENANCE

911 CUSTOM, LLC	EMERGENCY AND WARNING LIGHTS, CONSOLE, SKID PLATE, SIRENS, REAR PARTITION	25,503.83
A&L HYDRAULICS, INC	FITTINGS	430.11
ALLIED ELECTRONICS, INC	FUSE HOLDERS	49.15
AMAZON.COM, LLC	BRAKE CALIPERS, COUPLINGS, FITTINGS, SENSORS, SONIC CLEANER	853.12
ASPEN EQUIPMENT CO	NOZZLE	35.84
AUTO VALUE PARTS - SOUTH OMAHA	ELECTRICAL TAPE, CALIPERS, RETAINERS, SPARK PLUGS, OIL, COIL	316.27
AUTOMOTIVE WAREHOUSE DIST, INC	BRAKE PADS AND ROTORS, BELT TENSIONER, PARTS, GATES, POWER STEERING PUMP, RELAYS, STARTER	4,570.05

MINUTE RECORD

CLAIMS FOR DECEMBER 7, 2021

PAGE 5

FLEET MAINTENANCE (cont'd)

BAUER BUILT	TIRES, ALIGNMENT	1,263.26
BAXTER CHRYSLER DODGE JEEP	GEAR RACK, CAMSHAFT, EXHAUST INTAKE, THERMOSTAT, HOSES	3,439.31
BAXTER FORD	HOSE, SEPARATOR, BLADE, COMPRESSOR, ACCUMULATOR, ROTOR ASSY, BRAKE KIT, CONDENSER, SEPARATOR, BELTS	8,878.94
BELLEVUE TIRE & AUTO SERVICE	NEW TIRES	3,610.34
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/09/30-2021/11/01	222.77
BUMPER & AUTO OF OMAHA	HEADLIGHT ASSY	495.00
CAPE TRUCK ACCESSORIES	FLOOR LINERS	188.00
CORNHUSKER INTERNATIONAL TRUCKS	SENSOR-SENDING UNIT	198.20
DANIELSON / TECH SUPPLY	LEAD WHEEL WEIGHTS	53.79
DULTMEIER SALES LLC	BALL VALVE, MESH SCREEN	123.40
FACTORY MOTOR PARTS CO	SENSOR ASSEMBLY, FILTERS, DISC HDWE KIT	336.55
GALVIN GLASS	WINDSHIELD REPAIR	34.90
GRAINGER	FUSES	51.57
HENDERSON PRODUCTS, INC	LEVELING ARMS FOR PLOW TRUCKS, NOZZLES FOR PLOWS	649.14
IDEAL PURE WATER COMPANY	BOTTLED WATER	51.50
INTERSTATE BATTERIES	BATTERIES	1,500.70
INTERSTATE POWER SYSTEMS, INC	TUBE, GASKET KIT	91.94
J & J SMALL ENGINE SERVICE	BEARINGS, IMPELLER, SPRINGS, DAMPENER, SWITCH	899.85
JIM HAWK TRUCK TRAILERS	TYPE 3 LONG STROKE, DRYER CARTRIDGES, VALVES	488.74
JONES AUTOMOTIVE	CIRCUIT BREAKER, DOME LIGHT	229.59
JUDAH CASTER COMPANY	WHEELS FOR FAB WELDING CART	45.90
KRIHA FLUID POWER CO	TRIPLE-LOK PIPE, EXT SEAL, COUPLERS, FITTINGS	578.75
LOGAN CONTRACTORS SUPPLY	WAND, JACK, GASKETS	1,574.71
MACQUEEN EQUIPMENT, LLC	HYDRAULIC TUBE KIT	1,400.74
MARK BRAUN	NIVERSAL JOINT	45.34
MATHESON TRI-GAS INC	WELDING SUPPLIES, GLOVES	104.35
MENARDS	BATTERIES, MARINE OIL, HINGES, TRASH CANS, DRILL BITS, CABLE, ALUM FLAT, RAGS	496.61
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/10/06-2021/11/04	119.22
MICHAEL TODD & COMPANY	PIVOT PINS	123.20
MIDLANDS AUTO REPAIR	ALIGNMENT-ST10	70.00
MPH INDUSTRIES INC	ANTENNA	335.05
NAPA AUTO PARTS	TERMINALS, WIRE, FILTERS, GLOVES, THERMOSTAT, WIPER, SENSORS, FITTINGS, BELTS, ADAPTERS, TENSIONER ASSY	2,261.93
NEBRASKA IOWA INDUSTRIAL FASTENERS	DRILL BITS, TERMINALS, NUTS, GLOVES	394.00
O'REILLY AUTOMOTIVE PARTS	LUBRICANT, FILTERS	37.94
POWERPLAN	HYD PARTS, JD LOADER, O-RINGS, HOSE	686.90
ROSE EQUIPMENT	WIRE PINS	19.81
SWAN ENGINEERING	O-RINGS AND WIPERS	53.53
TERMINAL SUPPLY CO	FLAG TERMINAL, BLOCKS	46.49
TOMASEK MACHINE SHOP	REPAIR THREAD ON HYD ROD	150.00
TOOL SHED	CUTOFF WHEELS	247.50
TOYNE, INC	KIT CONV/WIPER BLADES, HANDWHEEL ASSY, OIL	629.15

MINUTE RECORD

CLAIMS FOR DECEMBER 7, 2021

PAGE 6

FLEET MAINTENANCE (cont'd)

TURFWERKS	KEY SWITCH	66.96
TY'S OUTDOOR POWER & SERVICE	HEADLIGHT REAR COVER, HYD FLUID, COUPLERS, TORSION SPRINGS, PIVOTS	623.59
U.S. CELLULAR	MONTHLY SERVICE 2021/10/04-2021/11/03	71.74
UPS STORE	FREIGHT TO SEND PISTON VALVE	128.99
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	162.82
WAYTEK, INC	CHARGING RELAY, FUSES AND HOLDERS	494.51
WESTLAKE ACE HARDWARE	FASTENERS	0.65
		<u>\$ 65,536.24</u>

SOLID WASTE

PAPILLION SANITATION	GLASS RECYCLING-OCT 2021	820.89
PAPILLION SANITATION	TRASH HAULING FEES-OCT 2021	314,675.74
		<u>\$ 315,496.63</u>

PLANNING

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/09/30-2021/11/01	25.60
GRETN A GUIDE & NEWS	PC MEETING NOTICE	23.56
METROPOLITAN UTILITIES DIST	2021/10/06-2021/11/04 MONTHLY SERVICE	15.02
OMAHA PUBLIC POWER DISTRICT	2021/10/08-2021/11/10 MONTHLY SERVICE	165.53
OMAHA WORLD HERALD	PC MEETING NOTICE	155.23
		<u>\$ 384.94</u>

PERMITS & INSPECTIONS

ALLEN FOLLMER	REIMB PER DIEM EXPENSE	127.50
AMAZON.COM, LLC	OFFICE SUPPLIES	89.27
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/09/30-2021/11/01	34.13
INDOFF	UNDER DESK KEYBOARDS, ADDRESS LABELS, BUSINESS CARDS	379.88
JAMES SAVINE	REFUND PRE-CONNECT DEPOSIT FEE	500.00
METROPOLITAN UTILITIES DIST	2021/10/06-2021/11/04 MONTHLY SERVICE	20.07
OMAHA PUBLIC POWER DISTRICT	2021/10/08-2021/11/10 MONTHLY SERVICE	220.71
U.S. CELLULAR	MONTHLY SERVICE 2021/10/04-2021/11/03	306.12
		<u>\$ 1,677.68</u>

POLICE

AMAZON.COM, LLC	BATTERIES, OFFICE SUPPLIES, FINGERPRINTING POWDER, OFFICE CHAIRS	2,236.71
A-RELIEF SERVICES	PORTABLE RESTROOM	126.00
AUTO BODY AUTHORITY	BODY DAMAGE REPAIR, TOW CHARGE	3,440.80
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/09/30-2021/11/01	606.11
BROWNELLS	WEAPONS PARTS AND CLEANING SUPPLIES	1,416.42
COX COMMUNICATIONS	SUBPEONA FOR INVESTIGATION	150.00
DON'S PIONEER UNIFORMS	UNIFORM-6 EMPLOYEES	2,324.94
ENTERPRISE FM TRUST	DEA VEHICLE LEASE-NOV 2021	556.70
FASTSIGNS	MEDAL OF VALOR GRAPHICS	186.87
FEDERAL EXPRESS CORPORATION	MAILING CHARGES	31.63
GABRIELLE ZALESKI	REIMB UNIFORM ITEM	109.59
GALLO PROFESSIONAL POLYGRAPH SERVICES,	POLYGRAPH SERVICE	350.00
HITOUCH BUSINESS SERVICES, LLC	COPY PAPER	539.80

MINUTE RECORD

CLAIMS FOR DECEMBER 7, 2021

PAGE 7

POLICE (cont'd)

INTELLIGENT VIDEO SYSTEMS, LLC	2021/12/28-2022/12/27 SUPPORT	2,500.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	231.91
JAY KIRWAN	REIMB FOR SWAT PATCHES	120.99
JO DONS	OFFICER OF THE QUARTER PLAQUE	60.00
KIESLER POLICE SUPPLY & AMMO	PEPPERBALL PROJECTILES	3,416.20
MARCUS LARR	REIMB PER DIEM FOR TRAINING	76.50
METROPOLITAN UTILITIES DIST	2021/10/06-2021/11/04 MONTHLY SERVICE	355.67
NEBRASKA LAW ENFORCEMENT TRAINING	RECIPROCITY TRAINING TEST FEE-BELTZ	100.00
OMAHA PUBLIC POWER DISTRICT	2021/10/08-2021/11/10 MONTHLY SERVICE	3,919.39
PABLO SOLORIO	REIMB TRAINING EXPENSES	189.50
PROGRESSIVE BUSINESS TECHNOLOGIES	TONER KIT	75.48
SAMANTHA SPACHER	REIMB UNIFORM EXPENSES	332.22
SARPY COUNTY TREASURER (FISCAL	DATA PROCESSING SVC OCT-DEC 2021	16,736.59
SHARP IMAGE INC	WINDOW TINT	225.00
SUNSET LAW ENFORCEMENT, LTD	TRAINING AMMO	5,540.00
TRISTAR CLAIMS MANAGEMENT SERVICES	WORK COMP FUNDING OCT 2021	1,690.40
U.S. CELLULAR	MONTHLY SERVICE 2021/10/04-2021/11/03	3,487.87
ULINE	CD LABELS	287.10
VERIZON WIRELESS	MONTHLY CHARGE	1,964.52
		\$ 53,384.91

FIRE & RESCUE

AIRGAS USA, LLC	OXYGEN	59.61
AMAZON.COM, LLC	BOOTS, MANUALS, PAINT	930.86
ANDERSON FORD	2021 FORD POLICE INTERCEPTOR-VIN# 1FM5K8AB4MGC41731	34,891.00
BELLEVUE PRINTING COMPANY	FIRE DEPT BROCHURE	575.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/09/30-2021/11/01	229.05
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES & EQUIPMENT	6,021.72
CAKE EXPRESSIONS	REFRESHMENTS FOR CEREMONY	252.00
ED M FELD EQUIPMENT CO	COMPRESSOR MAINT	742.00
FIRE DEPARTMENT CLOTHING	UNIFORM SWEATSHIRTS	2,990.67
HEARTLAND MARKETING &	BROCHURES FOR BADGE CEREMONY	110.00
JOHN BERGOCH	REIMB FOR SERVICE	79.53
KIRTIKUMAR PATEL	REIMB FOR SERVICE	124.90
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	246.99
MENARDS	CUTTING BOARD, KITCHEN BRUSH	49.62
METROPOLITAN UTILITIES DIST	2021/10/06-2021/11/03 MONTHLY SERVICE	3,093.66
SARPY COUNTY TREASURER (FISCAL	DATA PROCESSING SVC OCT-DEC 2021	2,286.12
TRISTAR CLAIMS MANAGEMENT SERVICES	WORK COMP FUNDING OCT 2021	10,736.24
U.S. CELLULAR	MONTHLY SERVICE 2021/10/04-2021/11/03	834.95
WESTLAKE ACE HARDWARE	SPRAY PAINT	18.57
ZIRMED, INC	MONTHLY PROF CLAIMS MGT FEES	507.68
ZOLL DATA SYSTEMS INC	FRMS & RMS CONTRACT 2021/12/15-	2,522.25
ZOLL DATA SYSTEMS INC	MONTHLY BILLING DEC 2021	1,105.00
		\$ 68,407.42

NON-DEPARTMENTAL/CONTRACTS

CENTURY LINK	2021/10/04-2021/11/03 MONTHLY SERVICE	962.33
LOCKTON COMPANIES, LLC	EXCESS WORK COMP PREMIUM	2,548.00
METRO AREA TRANSIT	2186 MILES- AUGUST 2021	4,438.00
METRO AREA TRANSIT	2087 MILES- SEPT 2021	3,824.00
NE-DEPARTMENT OF REVENUE	2021/10 SALES TAX	30.93
PM AM CORPORATION	ALARM FEES-OCT 2021	2,620.00
		\$ 14,423.26

MINUTE RECORD

CLAIMS FOR DECEMBER 7, 2021

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INFORMATION TECHNOLOGY/COMMUNICATIONS

AMAZON.COM, LLC	ANTENNA	102.95
FIRST WIRELESS, INC	COMMUNICATIONS REPAIR	560.00
GRAINGER	JOBSITE BOX FOR IT	1,697.07
MOTOROLA SOLUTIONS, INC	EAR PIECES FOR PD	549.42
ONE CALL CONCEPTS	LOCATES FOR IT	6.15
SARPY COUNTY TREASURER (FISCAL	DATA PROCESSING SVC OCT-DEC 2021	19,546.64
SHI INTERNATIONAL CORP	CLOUD BACKUP	7,547.50
TJ CABLE	LOCATES FOR IT-OCT 2021	50.00
U.S. CELLULAR	MONTHLY SERVICE 2021/10/04-2021/11/03	40.29
		<u>\$ 30,100.02</u>

WASTEWATER

AMAZON.COM, LLC	OFFICE SUPPLIES, SANITIZER SUPPLIES	500.51
CENTURY LINK	2021/11/04-2021/12/03 MONTHLY SERVICE	142.07
COX BUSINESS SERVICES	2021/11/04-2021/12/03 MONTHLY SERVICE	220.00
DAY ELECTRIC SERVICE, INC	REPAIR LIFT STATION CONTROLLER	1,219.48
ELLIOTT EQUIPMENT CO	REPAIR SUCTION LINE, FILTERS, BRACE TENSIONERS, PIPE, CLAMPS	3,278.75
HANEY SHOE STORE	SAFETY BOOTS-3 EMPLOYEES	583.97
METROPOLITAN UTILITIES DIST	2021/10/06-2021/11/04 MONTHLY SERVICE	395.15
NAPA AUTO PARTS	CIRCUIT BREAKER	3.60
TRISTAR CLAIMS MANAGEMENT SERVICES	WORK COMP FUNDING OCT 2021	157.04
U.S. CELLULAR	MONTHLY SERVICE 2021/10/04-2021/11/03	457.56
		<u>\$ 6,958.13</u>

COMMUNITY BETTERMENT

E&A CONSULTING GROUP	OLDE TOWNE SURVEY-2020/11/9-2020/12/20	29,580.00
		<u>\$ 29,580.00</u>

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CBDG CONSULTANT NOV 2021	4,106.25
FIRST BAPTIST CHURCH	PARKING LOT REPAIR	1,548.00
GRETNA GUIDE & NEWS	LEGAL AD	59.33
HOUSING FOUNDATION FOR SARPY COUNTY	HFS HOUSING PREVENTION	12,726.69
MARATHON VENTURES, INC	MARATHON BUILDING IMPROVEMENT	18,883.30
		<u>\$ 37,323.57</u>

FEDERAL FORFEITURES

VERIZON WIRELESS	MONTHLY SERVICE 2021/09/22-2021/10/21	394.02
		<u>\$ 394.02</u>

TOTAL CLAIMS FOR DECEMBER 7, 2021	\$ 929,792.88
TOTAL PAYROLL FOR NOVEMBER 12, 2021	\$ 1,140,337.46

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*8a.
12/7/2021

COUNCIL MEETING DATE: 12/07/2021	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 type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Letter on 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 and appoint 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 and authorize the Mayor to sign a letter to NE Dept. of Transportation (NDOT) stating Robert Joseph Riggs was appointed as an employed, licensed street superintendent for the purpose of the 2021 calendar year Highway Incentive Program, from January 1 through December 31, 2021.

ATTACHMENTS:

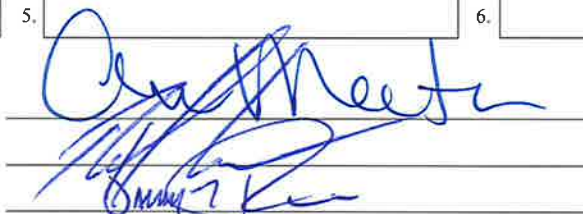
1. Letter to go with Year End Certification form	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





City of Bellevue
City Clerk

1500 Wall Street, Bellevue, NE 68005
(402) 293-3007

For clarification, the City of Bellevue voted on December 7, 2021, that Robert Joseph Riggs, was appointed as an employed, licensed street superintendent for the 2021 calendar year, from January 1 through December 31, 2021, for the City of Bellevue, Nebraska.

Dated this 7th day of December, 2021.

CITY OF BELLEVUE, NEBRASKA:

By: _____
Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk



City of Bellevue
City Clerk

1500 Wall Street, Bellevue, NE 68005
(402) 293-3007

For clarification, the City of Bellevue voted on December 7, 2021, that Robert Joseph Riggs, was appointed as an employed, licensed street superintendent for the 2021 calendar year, from January 1 through December 31, 2021, for the City of Bellevue, Nebraska.

Dated this 7th day of December, 2021.

CITY OF BELLEVUE, NEBRASKA:

By: _____
Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

Susan Kluthe

From: Hasterlo, Barbara <barbara.hasterlo@nebraska.gov>
Sent: Friday, November 19, 2021 12:14 PM
To: Susan Kluthe
Cc: Schulz, LeMoyne
Subject: City of Bellevue, 2022 appointment of the Street Superintendent

To: Susan Kluthe, Bellevue City Clerk,

Susan,

We received the Bellevue, Year-End Certification of City Street Superintendent for Determining Incentive Payment (Jan 1-Dec 31, 2021) + Signing Resolution, on November 19, 2021; **however, the filing is incomplete.**

Please provide a copy of the past meeting minutes showing the appointment of the street superintendent at the beginning of 2021. This may be past minutes from late 2020 (Oct/Nov/Dec) or early 2021 (Jan/Feb). If minutes are not available, then we will- for this year only- accept a letter of appointment, printed on city letterhead, and signed by the mayor and clerk.

As we spoke, the law changed earlier this year (LB 174 (2021)), where the municipalities **need to formally appoint the street superintendent, by name, and have it reflected in their minutes.**

1. **Regarding the minutes, for 2021**, we need a more specific appointment of the street superintendent, such as including their individual's name. **Could you please include a letter with the signed, 2021 Year-End certification of Street Superintendent, Robert Joseph Riggs?**
 - The letter could read: *"For Clarification, the City of Bellevue voted on (date) _____, 2020, to appoint Robert Joseph Riggs, as an employed, licensed street superintendent for the 2021 calendar year, from January 1 through December 31, 2021."* (signed by the mayor clerk).
2. **Moving forward to 2022**, please make sure to include the street superintendent's name for the 2022 appointment. Here is some wording for a motion to appoint the street superintendent, annually;
 - **"2022 Street Superintendent discussed.** Motion to appoint Robert Joseph Riggs, Class A, License S-1359 , as an employed street superintendent during January 1 thru December 31, 2022, for the purpose of the 2022 calendar year Highway Incentive Payment, to be issued to the city by the Nebraska Department of Transportation, in February 2023. " (vote).

Finally, if the city makes any mayoral appointments for any of its staff, please include the street superintendent appointment.

Please provide past minutes, or a letter, on city letterhead, clarifying the appointment of Robert Riggs, for 2021, by December 31.

Thank you.

Barbara Hasterlo
Office Associate
Boards – Liaison Services Section
Local Assistance Division

Nebraska Department of Transportation

Central Headquarters, Materials & Research Building, Room 123 B

P.O. Box 94759

Lincoln, NE 68509-4759

OFFICE (402) 479-4586 / FAX (402) 479-3525

Barbara.hasterlo@nebraska.gov

<https://dot.nebraska.gov/business-center/lpa/boards-liaison/>

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

***8b.**
12/7/2021

COUNCIL MEETING DATE: 12/07/2021		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 type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Appointment of Robert Joseph Riggs, as the employed street superintendent for the purpose of the 2022 calendar year Highway Incentive Program, from January 1 through December 31, 2022.

SYNOPSIS/BACKGROUND:

Each year municipalities are required to annually appoint the City Street Superintendent. The law changed earlier this year (LB 174) where municipalities need to formally appoint the street superintendent, by name, and have it reflected in their minutes. A copy of minutes will be attached to the Annual Year-End Certification form.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Appoint Robert Joseph Riggs, Class A, License S-1359, as the employed street superintendent for the purpose of the 2022 calendar year Highway Incentive Program, from January 1 through December 31, 2022.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

Susan Kluthe

From: Hasterlo, Barbara <barbara.hasterlo@nebraska.gov>
Sent: Friday, November 19, 2021 12:14 PM
To: Susan Kluthe
Cc: Schulz, LeMoynes
Subject: City of Bellevue, 2022 appointment of the Street Superintendent

To: Susan Kluthe, Bellevue City Clerk,

Susan,

We received the Bellevue, *Year-End Certification of City Street Superintendent for Determining Incentive Payment (Jan 1-Dec 31, 2021) + Signing Resolution*, on November 19, 2021; **however, the filing is incomplete.**

Please provide a copy of the past meeting minutes showing the appointment of the street superintendent at the beginning of 2021. This may be past minutes from late 2020 (Oct/Nov/Dec) or early 2021 (Jan/Feb). If minutes are not available, then we will- for this year only- accept a letter of appointment, printed on city letterhead, and signed by the mayor and clerk.

As we spoke, the **law changed earlier this year (LB 174 (2021))**, where the municipalities **need to formally appoint the street superintendent, by name, and have it reflected in their minutes.**

1. **Regarding the minutes, for 2021**, we need a more specific appointment of the street superintendent, such as including their individual's name. **Could you please include a letter with the signed, 2021 Year-End certification of Street Superintendent, Robert Joseph Riggs?**
 - The letter could read: *"For Clarification, the City of Bellevue voted on (date) _____, 2020, to appoint Robert Joseph Riggs, as an employed, licensed street superintendent for the 2021 calendar year, from January 1 through December 31, 2021."* (signed by the mayor clerk).
2. **Moving forward to 2022**, please make sure to include the street superintendent's name for the 2022 appointment. Here is some wording for a motion to appoint the street superintendent, annually:
 - **"2022 Street Superintendent discussed.** Motion to appoint Robert Joseph Riggs, Class A, License S-1359, as an employed street superintendent during January 1 thru December 31, 2022, for the purpose of the 2022 calendar year Highway Incentive Payment, to be issued to the city by the Nebraska Department of Transportation, in February 2023." (vote).

Finally, if the city makes any mayoral appointments for any of its staff, please include the street superintendent appointment.

Please provide past minutes, or a letter, on city letterhead, clarifying the appointment of Robert Riggs, for 2021, by December 31.

Thank you.

Barbara Hasterlo
Office Associate
Boards – Liaison Services Section
Local Assistance Division

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12a.
12/7/2021

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 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 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 Collins
[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

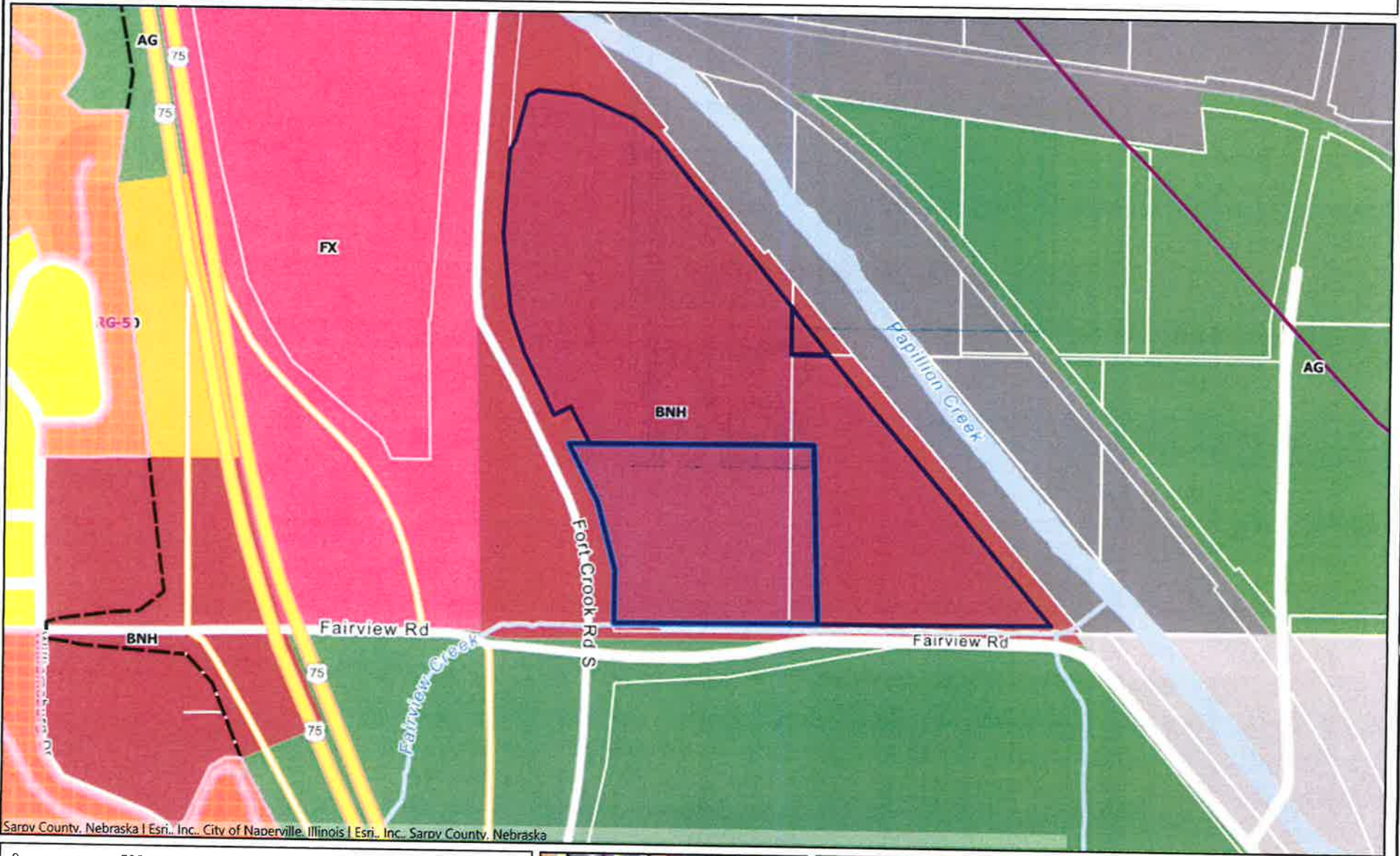
VII. COPIES OF REPORT TO:

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

0 500 1000
ft

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



Map Scale 1: 9028

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Notes



11516 Miracle Hills Drive
Suite 400
Omaha, NE 68154

Main: +1 402 345 5866
colliers.com



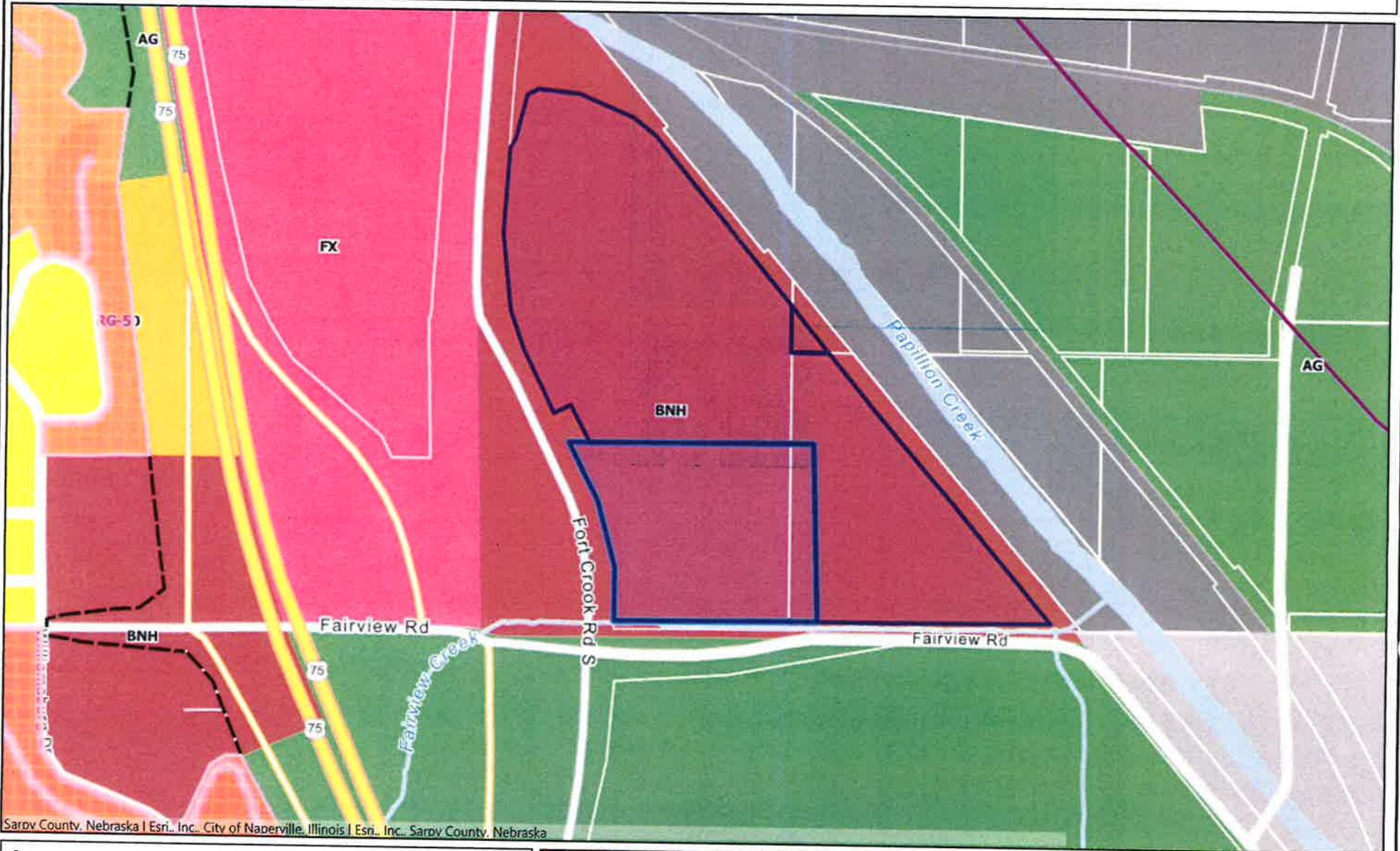
Written Justification of Zoning Change for:
Parcel # 010629262 - TAX LOT F1B & PT OF TAX LOT H 11-13-13 (15.95 acres)
Parcel # 010629289 - PT TAX LOT F1A & PT TAX LOT J
EXC PT TAKEN FOR NRD 11-13-13 (46.23 ac)
Parcel # 010433163 - LOT 1C EXC PT FOR NRD PALMTAG'S SUBDIVISION (.36 ac)

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.

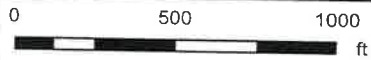
Kyle Peterson
CEO, Principal | Nebraska
Colliers

September 23, 2021

RECEIVED
SEP 23 2021
PLANNING DEPT.



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



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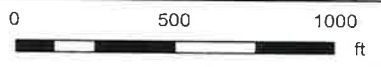


Notes





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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: 11/16/2021
Second Reading: 12/7/2021
Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12b.
12/7/2021

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 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. PC Recommendation	2. Staff Report	3. 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:

A. B. Collins
[Signature]

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



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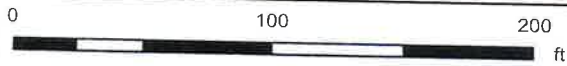


Notes





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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.

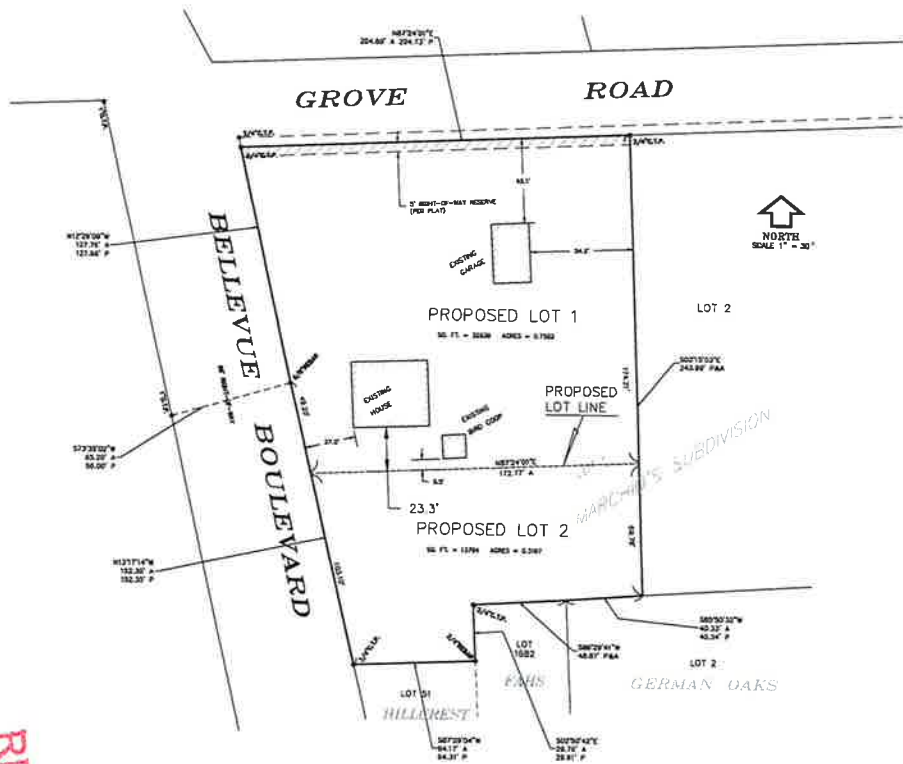
Sincerely,



Nicholas Enzolera

RECEIVED
SEP 24 2021
PLANNING DEPT.

RECEIVED
 SEP 24 2021
 PLANNING DEPT.



LEGEND

△ - SET 5/8" IRON W/ CAP (U.A.D.)	SDA - IRON SPLIT JOINT
● - 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, MARCHO'S 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 MARCHO'S 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:

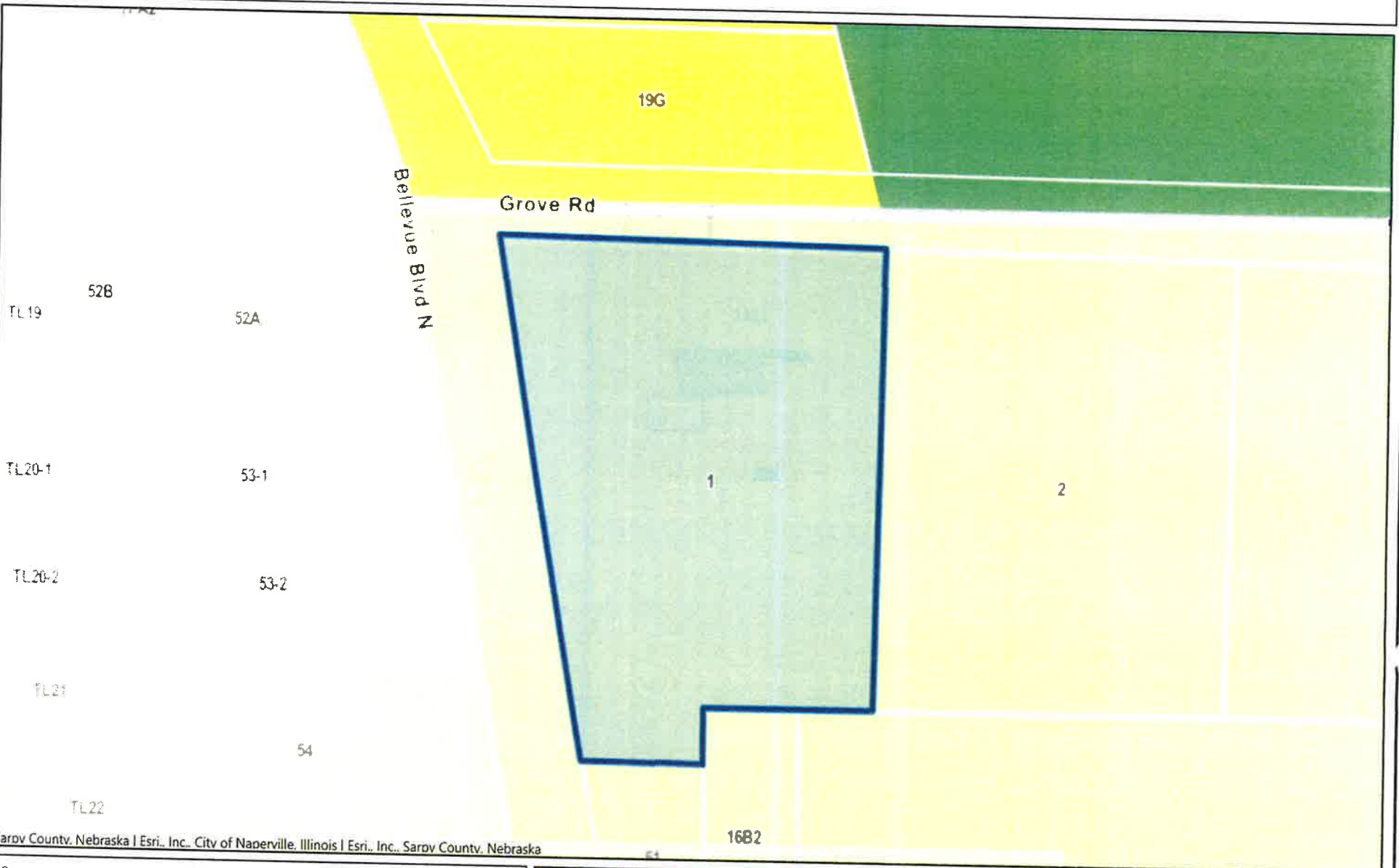
- a. Sewer service: The residents of 413 Bellevue Blvd N have a septic tank, but I have seen notices that these are not permitted on new construction. The septic tank service at 413 Bellevue Blvd N currently is unsatisfactory with frequent failures and overflows into the house. Sewage most likely would 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.

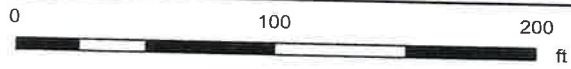
Sincerely,

Kenneth and Edith German

RECEIVED
OCT 25 2021
PLANNING DEPT.



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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Map Scale 1: 1128

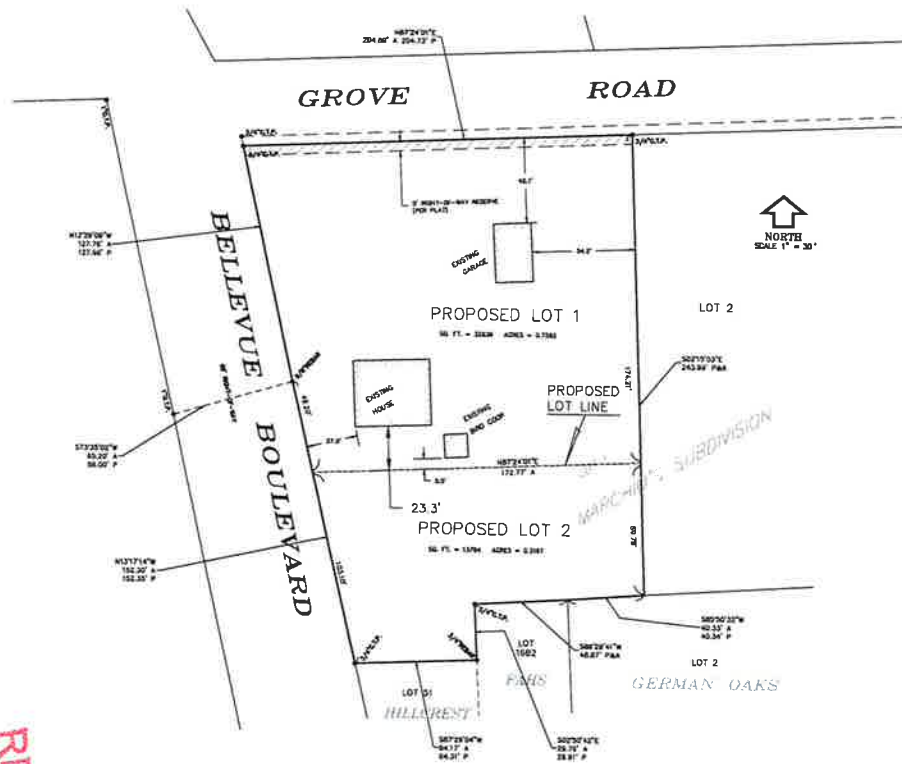
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Notes



RECEIVED
 SEP 24 2021
 PLANNING DEPT.



LEGEND

▲ - SET 6"X 6" IRON W/ CAP (I.A.C.)	S.C. - IRON SMALL NAIL
● - FOUND SURVEY POINT	T.C. - CHISELED "X" IN CONCRETE
△ - TRANSIT CONTROL POINT (T.C.P.)	P - PLAT DISTANCE
□ - 1"X 1" LINDSAY'S SPREAD (L.S.)	A - ACTUAL DISTANCE
○ - CHANGED TOP PINE	B - RECORDED DISTANCE
S.P. - OPEN TOP PINE	C - COMPUTED DISTANCE
S.M. & G.P.	U.A.D. - UNLESS NOTED OTHERWISE

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

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAN, MAP, 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: 8/23/2021

WILLIAM A. WHITE, JR.
 LS - 510



PROJECT NO.

NO.	DESCRIPTION	DATE	BY

EHRHART GRIFFIN & ASSOCIATES

3352 Farnam Street
 Omaha, Nebraska 68131
 402 / 551-8631

- ENGINEERING
- PLANNING
- LAND SURVEYING

**421 BELLEVUE BLVD
 SITE PLAN**
 PROPOSED MARCHIO'S SUBDIVISION REPLAT 1
 BELLEVUE, NEBRASKA

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

SHEET NO.
 1

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

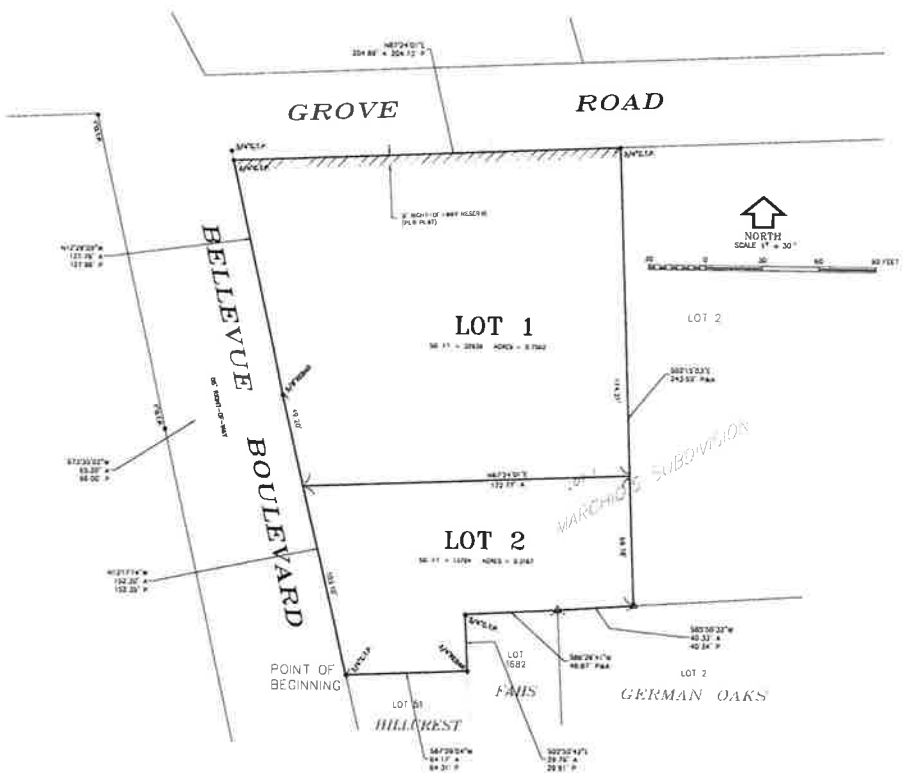
Mayor

First Reading: 11/16/2021
Second Reading: 12/7/2021
Third Reading: _____

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.



LEGEND	
\odot - SET 3/4" BEAM W/OP (LAND)	S.O.H. - STAP DRILL HOLE
\bullet - FOUND SURVEY POINT	\square - CHISELED "M" IN CONCRETE
\ast - TYPHOGRAPHIC SURVEY POINT (T.C.P.)	--- - PLAT DISTANCE
--- - (12" LANGKOPF SPIKE) DIAG.	--- - ACTUAL DISTANCE
--- - CONCRETE TOP IRON	--- - REQUIRED DISTANCE
--- - 100% TYP. P.P.P.	--- - COMPUTED DISTANCE
--- - 100% & C.P.	--- - WILDED WHEEL OVERHOLE

DEDICATION
KNOW ALL MEN BY THESE PRESENTS THAT WE
NICHOLAS S. ENZELERA AND JENNIFER A. ENZELERA
BEING THE OWNERS OF THE PROPERTY DESCRIBED WITHIN THE LAND SURVEYOR'S
CERTIFICATION AND ENCLOSED WITH THIS PLAT HAVE CAUSED SAID LAND TO BE
REPLATED INTO LOTS TO BE NUMBERED AS SHOWN, SAID ADDITION TO BE HEREINAFTER
KNOWN AS
MARCHIO'S SUBDIVISION REPLAT 1
AND WE DO HEREBY GRANT AND APPROVE OF THE DEDICATION OF OUR PROPERTY AS
SHOWN ON THIS PLAT. WE HEREBY GRANT A PERPETUAL EASEMENT TO THE DRAWN
PUBLIC POWER DISTRICT AND UTILITIES AND ANY COMPANY WHICH HAS BEEN
GRANTED A FRACTURED TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE
SUBDIVIDED. THEIR SUCCESSORS AND ASSIGNS, TO LAY, INSTALL, MAINTAIN, REPAIR
AND REMOVE POLES, WIRE, CABLES AND/OR ANY OTHER CABLES, CONDUITS
AND OTHER RELATED FACILITIES, AND TO ERECT SUBSTATION WIRING OR CABLES FOR THE
TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER FOR THE
TRANSMISSION OF SIGNALS AND SIGNALS OF ALL KINDS AND THE RECEIVING AND
REPEATING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEIVING ON
OVER, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND MEASURING
ALL FEET AND A HALF BOUNDARY LINES AND AN EIGHT (8) FOOT WIDE STRIP OF LAND
ADJUTING THE NEAR BOUNDARY LINES OF ALL LOTS. NO PERMANENT BUILDINGS, STRUCTURES
OR OTHER IMPROVEMENTS SHALL BE PLACED IN THE SAID EASEMENT STRIPS, BUT
THE SAME MAY BE USED FOR CABLES, CONDUITS, LAMPPOSTS, TOWERLINES, OVERHEADS,
WIRING OR RIGHTS HEREIN GRANTED.

IN WITNESS WHEREOF WE DO HEREBY SET OUR HANDS
NICHOLAS S. ENZELERA _____ DATE _____
JENNIFER A. ENZELERA _____ DATE _____

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

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

SURVEYOR'S CERTIFICATE
I, SHANE BAKER, THE UNDERSIGNED REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE ACCURATELY SURVEYED AND BEARDED WITH IRON 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°14'11" WEST ON THE WEST LINE OF SAID LOT 1, A DISTANCE OF 102.30 FEET; THENCE NORTH-
12°33'06" 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°24'54" EAST ON THE
NORTH LINE OF SAID LOT 1, A DISTANCE OF 204.84 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 73°01'41" EAST ON THE EAST LINE OF SAID LOT
1, A DISTANCE OF 243.34 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTHERLY ON THE SOUTH LINE OF SAID LOT 1, THE HEAT & CABLE SOUTH
85°23'22" W, 45.22 FEET; SOUTH 80°04'41" WEST, 44.72 FEET; SOUTH 87°04'41" WEST, 29.78 FEET; SOUTH 87°04'41" WEST, 84.17 FEET TO THE POINT OF BEGINNING.

SHANE BAKER, R.L.S. #711 _____ DATE _____

ACKNOWLEDGEMENT OF NOTARY
STATE OF NEBRASKA
COUNTY OF _____
ON THIS _____ DAY OF _____ 20____
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, SOLY QUALIFIED AND COMMISSIONED IN
AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED NICHOLAS S. ENZELERA,
PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME APPEARS ON
THIS PLAT AND HE DID 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, SOLY QUALIFIED AND COMMISSIONED IN
AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JENNIFER A. ENZELERA,
PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME APPEARS ON
THIS PLAT AND HE DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE HIS VOLUNTARY
ACT AND DEED.
NOTARY PUBLIC _____
MY COMMISSION EXPIRES _____

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

COUNTY TREASURER'S CERTIFICATE
THIS IS TO CERTIFY THAT I HAD NO RECORD OR SPECIAL TAXES DUE OR
DUED AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S
CERTIFICATE AND ENCLOSED IN THIS PLAT AS SHOWN BY THE RECORDS OF
THE OFFICE
COUNTY TREASURER _____
DATE _____

PROJECT NO.

NO.	DESCRIPTION	DATE	BY

EHRHART GRIFFIN & ASSOCIATES
3552 Farnam Street
Omaha, Nebraska 68131
402.735.1363

- ENGINEERING
- PLANNING
- LAND SURVEYING

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

DATE DESIGNED BY:
DRAWN BY: WAW
CHECKED BY: SRB
CREW:

NEBRASKA REGISTERED LAND SURVEYOR SHANE BAKER
LS711

SHEET NO. 1

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12c.
12/7/2021

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 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. PC Recommendation	2. Staff Report	3. 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:

A. Bruce Rubins
[Signature]

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. Palmer 11/09/21

Planning Manager Date of Report

16B2B

RS-84

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



Map Scale 1: 564

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.

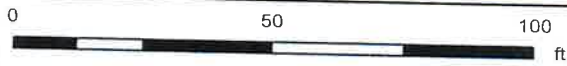


Notes





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

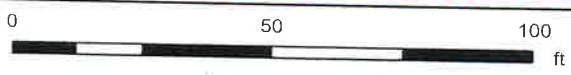
RECEIVED
SEP 22 2021
PLANNING DEPT.

16B2B

RS-84

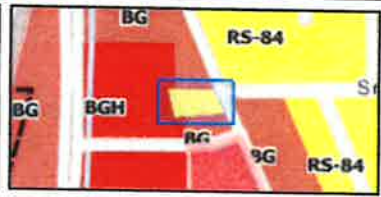
3

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



Map Scale 1: 564

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Notes



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 ½ of the East 35.2' of Lot 2, and the 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 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

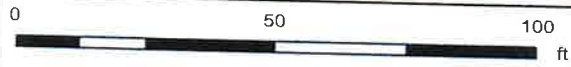
City Clerk

Mayor

First Reading: 11/16/2021
Second Reading: 12/7/2021
Third Reading: _____



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



Map Scale 1: 564

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Notes



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12d.
12/7/2021

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. <input type="text" value="PC Recommendation"/>	2. <input type="text" value="Staff Report"/>	3. <input type="text" value="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]

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: 11/16/2021

Second Reading: 12/7/2021

Third Reading: _____

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

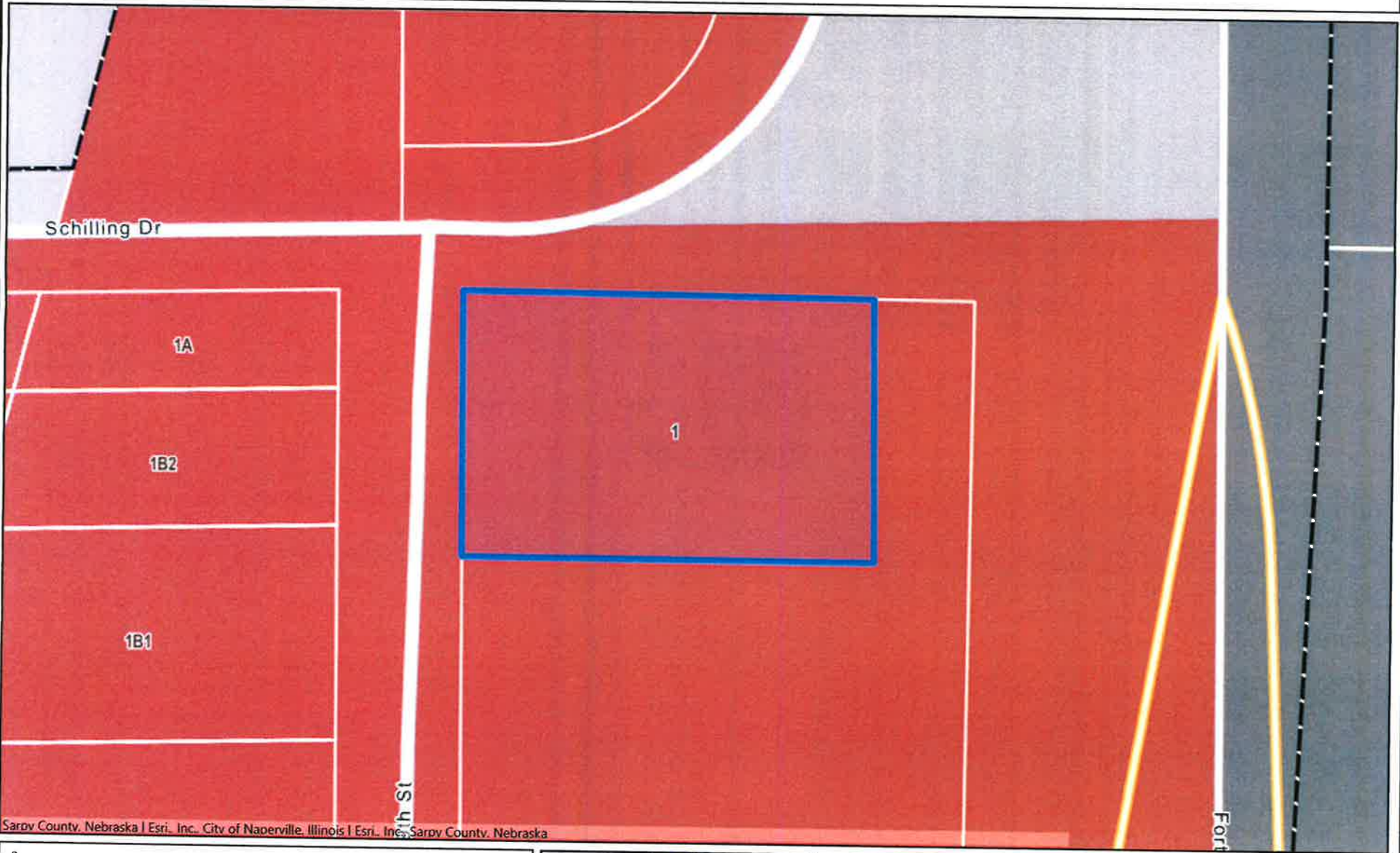
VII. COPIES OF REPORT TO:

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

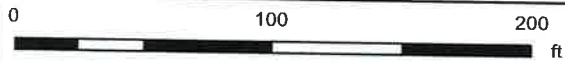
Assistant Planning Manager

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



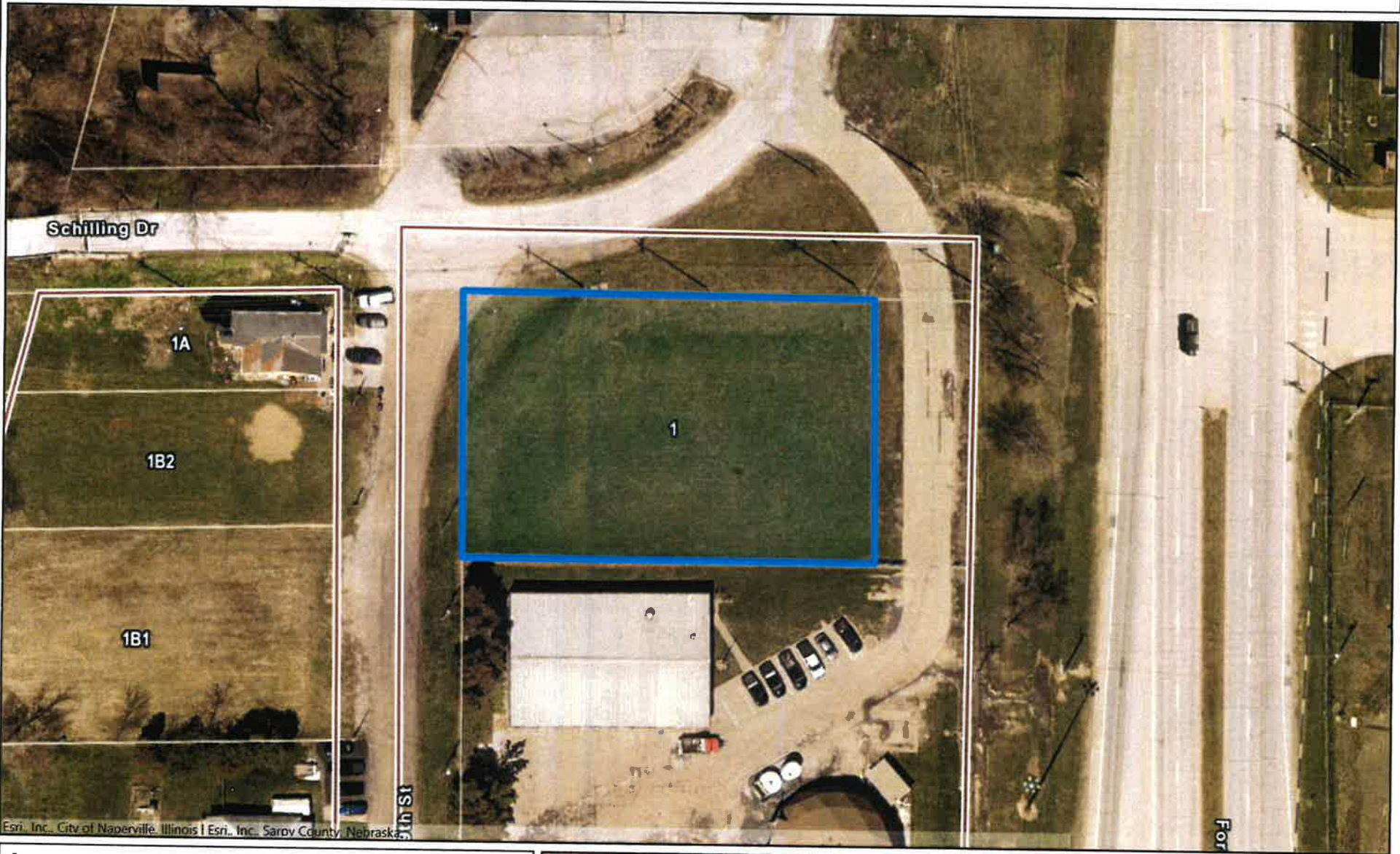
Map Scale 1: 1128

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Notes





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



Map Scale 1: 1128

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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 !!!

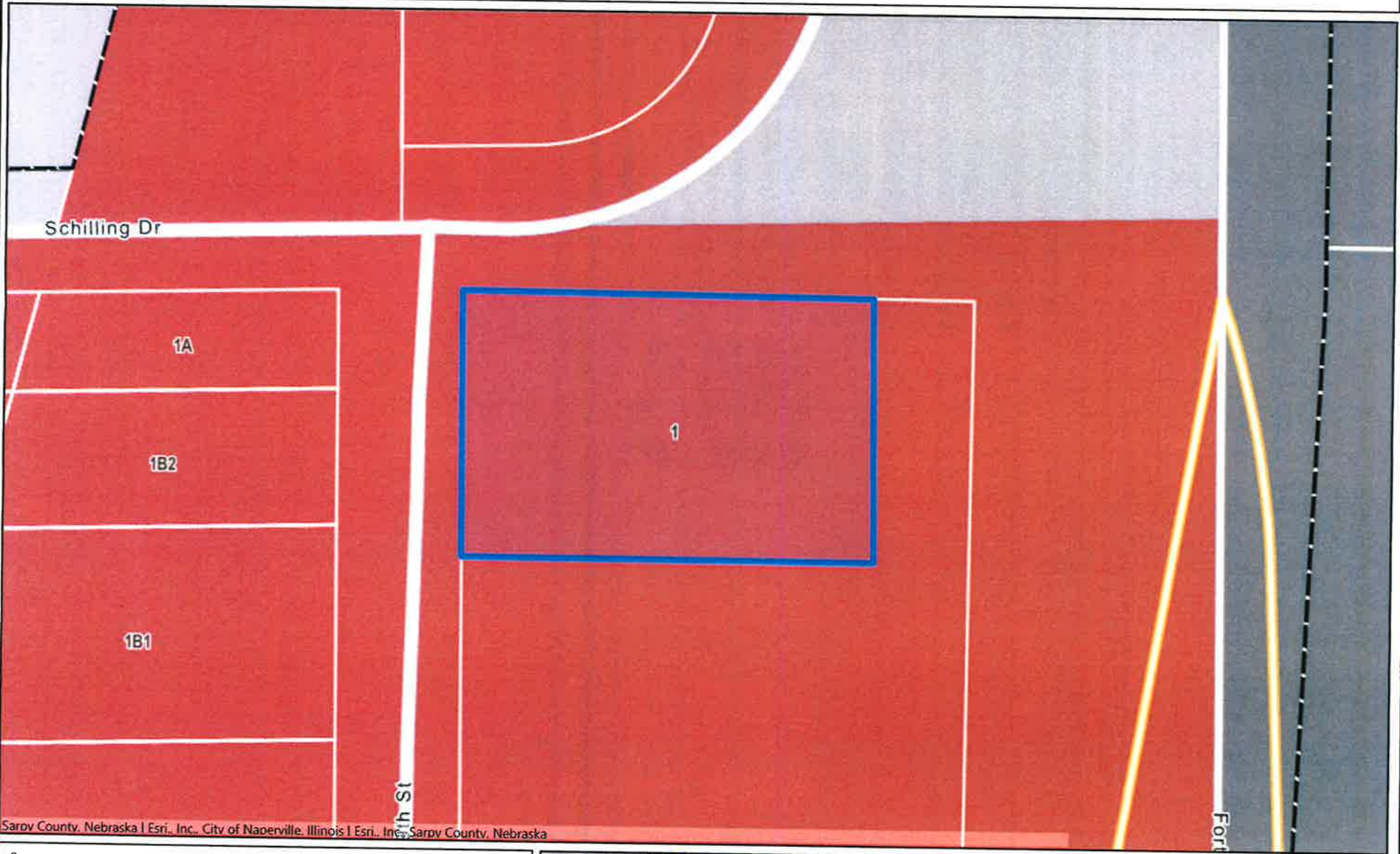


**Welcome to Aksarben
Fence & Gate**

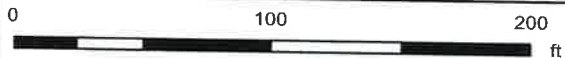
Aksarben Fence & Gate is family owned and locally operated. We are the leader in customer oriented fence installation. We offer a variety of both residential and commercial fencing options in an array of styles sure to delight for years to come. Aksarben Fence and Gate services Omaha and the greater 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



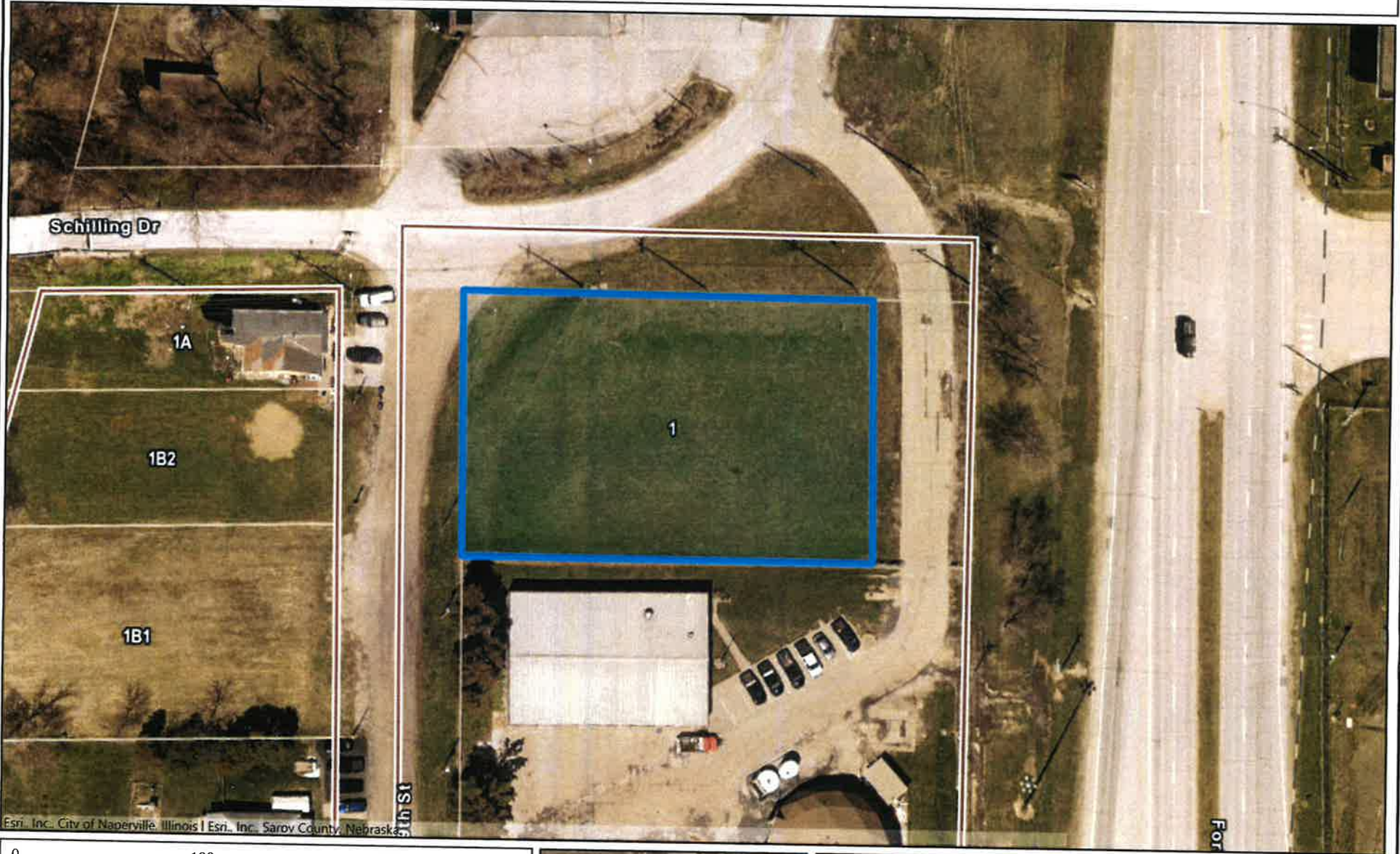
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Notes





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Map Scale 1: 1128

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Notes



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12e.
12/7/2021

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. Current Ward Map of the City | 2. Ordinance No. 4066 | 3. 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. Bradley Robin
[Signature]
[Signature]

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

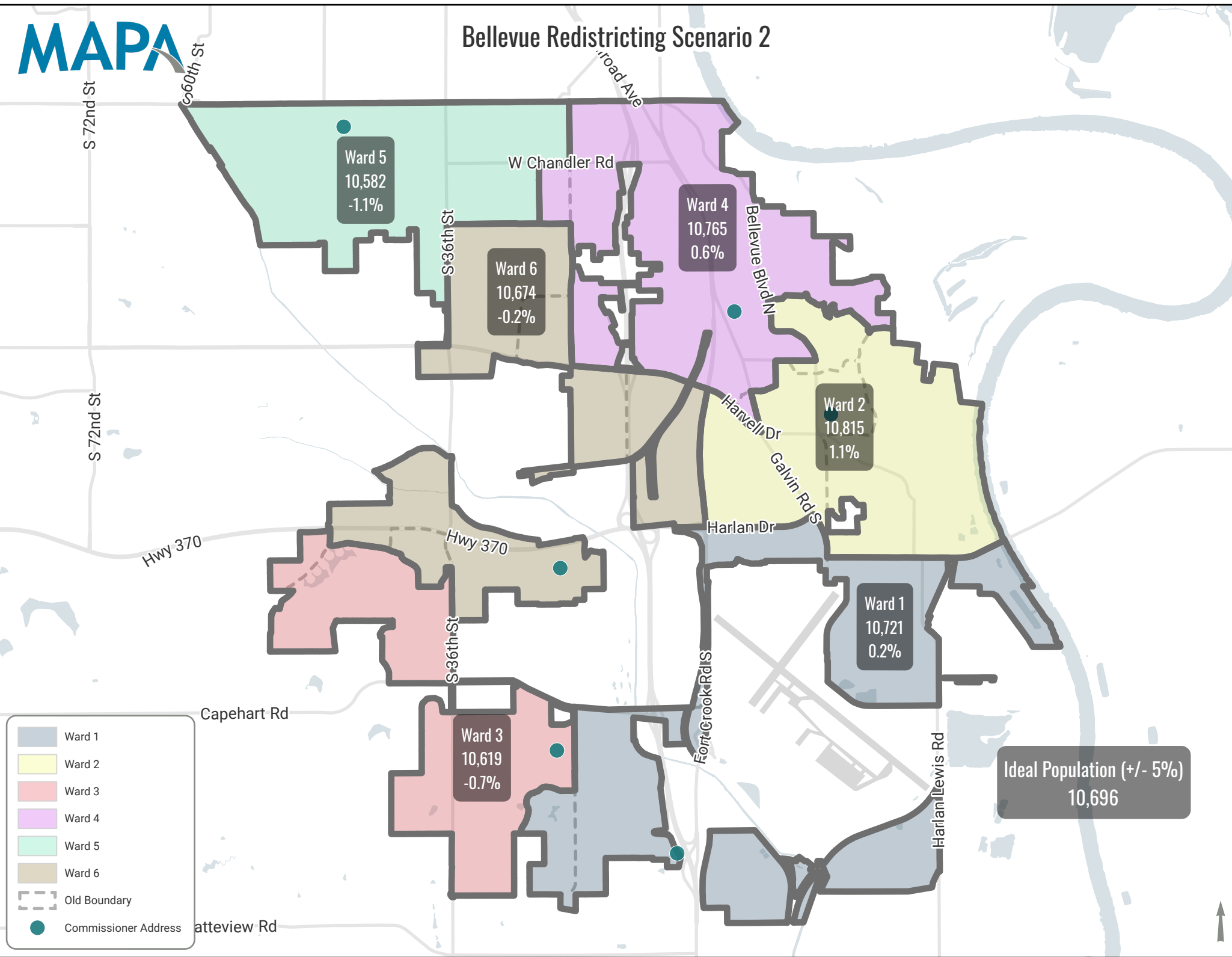
City Clerk

APPROVED AS TO FORM:

First Reading: 11/16/2021
Second Reading: 12/7/2021
Third Reading: _____

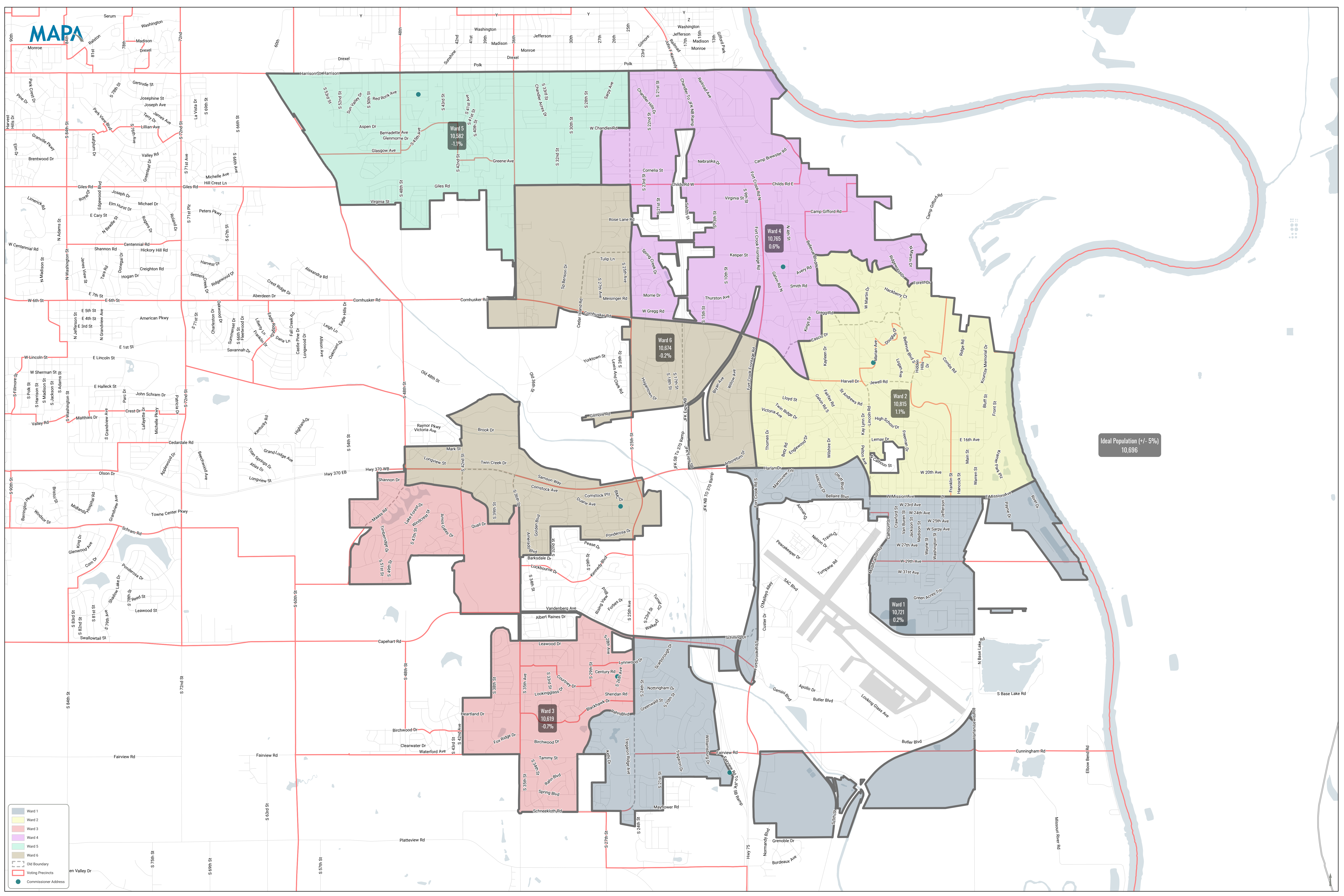
City Attorney

Bellevue Redistricting Scenario 2



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





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)

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13a.
12/7/2021

COUNCIL MEETING DATE: 12/07/2021		SUBMITTED BY: Police Department	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

An ordinance to amend Chapter 20 Section 20-9 of the Bellevue Municipal Code regarding Disturbing the Peace.

SYNOPSIS/BACKGROUND:

After review of the Disturbing the Peace city code between the police department and legal department, amendments to the Disturbing the Peace policy were drafted to make said offenses clearer and in line with other disturbing the peace policies and codes.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve Ordinance 4067 and provide for an effective date of the same.

ATTACHMENTS:

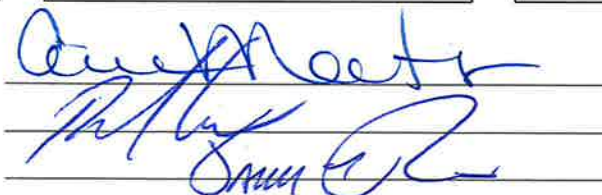
1. Ordinance 4067 Red Line Version	2. Ordinance 4067 Clean Copy	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTION 20-9 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO DISTURBING THE PEACE, TO REPEAL ALL PREVIOUS VERSIONS OF THE SAME; AND TO PROVIDE AN EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Section 20-9 of the Bellevue Municipal Code are hereby amended to read as follows:

§ 20-9 DISTURBING THE PEACE.

It shall be unlawful to disturb the peace and good order of the city:

- (A) By engaging in fighting, violent, tumultuous, or threatening conduct;
- (B) By engaging in fighting, violent, or threatening language; or
- (C) By lewd and lascivious behavior.

Section 2. 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 _____ 20__.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

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

City Attorney

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTION 20-9 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO DISTURBING THE PEACE, TO REPEAL ALL PREVIOUS VERSIONS OF THE SAME; AND TO PROVIDE AN EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Section 20-9 of the Bellevue Municipal Code are hereby amended to read as follows:

§ 20-9 DISTURBING THE PEACE.

It shall be unlawful to disturb the peace and good order of the city:

- (A) By engaging in fighting, ~~or in~~ violent, tumultuous, or threatening ~~behavior~~conduct;
- (B) ~~By making clamor or noise;~~ By engaging in fighting, violent, or threatening language: or
- ~~(C) By intoxication or public drunkenness;~~
- ~~(D) By using obscene or profane language in the streets or other public places;~~
- ~~(C) (E)~~ By lewd and lascivious behavior; ~~or,~~
- ~~(F) By otherwise engaging in indecent and disorderly conduct.~~

Section 2. 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 _____ 20__.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

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

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13b.
12/7/2021

COUNCIL MEETING DATE: 12/21/2021		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 through 10, and Outlot A, Jefferson Place Addition, being a replat of Lots 1 through 6 and Part of Lots 7-11A, lying South and West of Harvell Drive, Block 170, Bellevue, together with the adjacent vacated streets, avenues, and alleys, from RD-60-OTO to RG-28-PS, with site plan approval, for the purpose of multi-family residential development; and small subdivision plat of Lots 1 through 10 and Outlot A, Jefferson Place Addition. Applicant: Mercury Property Management, Inc. General location: 16th Avenue and Jefferson Street.

SYNOPSIS/BACKGROUND:
Jeff Gehring, on behalf of Mercury Property Management, Inc., has submitted a request for a rezoning of Lots 1 through 10, and Outlot A, Jefferson Place Addition, from RD-60-OTO to RG-28-PS, for the purpose of a multi-family residential development. The multi-family residential proposal consists of ten dwelling units in three buildings (two four-plex buildings and one duplex). Each dwelling unit will be approximately 2,750 square feet: 1,400 square feet on the main level and 1,350 square feet on the lower level. Each unit will have its own garage and driveway to accommodate parking for the development.

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 and Planning Commission have recommended approval of this request.

ATTACHMENTS:

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

4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: 

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Mercury Property Management, Inc.

CASE #'s: Z-2110-21 and S-2110-26

CITY COUNCIL HEARING DATE: December 21, 2021

REQUEST: to rezone Lots 1 through 10, and Outlot A, Jefferson Place Addition, being a replat of Lots 1 through 6 and Part of Lots 7-11A, lying South and West of Harvell Drive, Block 170, Bellevue, together with the adjacent vacated streets, avenues, and alleys, from RD-60-OTO to RG-28-PS, with site plan approval, for the purpose of multi-family residential development; and small subdivision plat of Lots 1 through 10 and Outlot A, Jefferson Place Addition.

On November 18, 2021, the City of Bellevue Planning Commission voted eight yes, one no, zero absent and zero abstained:

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

VOTE:

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

Planning Commission Hearing (s) was held on: November 18, 2021

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2110-21
S-2110-26

FOR HEARING OF:
REPORT #1: November 18, 2021
REPORT #2: December 21, 2021

I. GENERAL INFORMATION

A. APPLICANT:

Mercury Property Management, Inc.
Attn: Jeff Gehring
5920 S 118th Street
Omaha, NE 68137

B. PROPERTY OWNERS:

Mercury Property Management, Inc.
Attn: Jeff Gehring
5920 S 118th Street
Omaha, NE 68137

C. GENERAL LOCATION:

16th Avenue and Jefferson Street

D. LEGAL DESCRIPTION:

Lots 1 through 10, and Outlot A, Jefferson Place Addition, being a replat of Lots 1 through 6, and Part of Lots 7-11A, lying South and West of Harvell Drive, Block 170, Bellevue, together with the adjacent vacated streets, avenues, and alleys.

E. REQUESTED ACTIONS:

1. Request to rezone Lots 1 through 10, and Outlot A, Jefferson Place Addition, from RD-60 to RG-28-PS, site plan approval.
2. Small subdivision plat Lots 1 through 10 and Outlot A, Jefferson Place Addition.

F. EXISTING ZONING AND LAND USE:

RD-60, Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a change of zone and small subdivision plat to facilitate multi family residential development.

H. SIZE OF SITE:

The site is approximately 1.71 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently vacant and covered in vegetation.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Single Family Residential, RD-60-OTO
- 2. **East:** Single & Multi Family Residential, RD-60-OTO & RG-28-OTO
- 3. **South:** Single Family Residential, RD-60-OTO
- 4. **West:** Single Family Residential, RD-60

C. REVELANT CASE HISTORY:

On November 18, 2021, the Planning Commission recommended approval of a request to rezone Lots 1 through 10, and Outlot A, Jefferson Place Addition, being a replat of Lots 1 through 6, and Part of Lots 7-11A, lying South and West of Harvell Drive, Block 170, Bellevue, together with the adjacent vacated streets, avenues, and alleys, from RG-60-OTO to RG-28-PS, with site plan approval, for the purpose of multi-family residential development; and small subdivision plat Lots 1 through 10, and Outlot A, Jefferson Place Addition.

D. APPLICABLE REGULATIONS:

- 1. Section 5.13, Zoning Ordinance, regarding RG-28 uses and requirements.
- 2. Section 5.17, Zoning Ordinance, regarding the Planned Subdivision District.
- 3. Chapter 5, Subdivision Regulations, regarding Small Subdivisions.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

The applicant is requesting Tax Increment Financing (TIF) for this project.

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data information available for this area.
2. Access is proposed from private drives off West 16th Avenue for Units 1 through 6, and from Jefferson Street for Units 7 through 10.

D. UTILITIES:

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

E. ANALYSIS:

1. Jeff Gehring, on behalf of Mercury Property Management, Inc., has submitted a request for a rezoning Lots 1 through 10, and Outlot A, Jefferson Place Addition, from RD-60-OTO to RG-28-PS, for the purpose of a multi-family residential development.

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

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

2. The proposal consists of ten dwelling units in three buildings:

- Two four-plex buildings
- One duplex

Each dwelling unit will be approximately 2,750 square feet: 1,400 square feet on the main level and 1,350 square feet on the lower level.

3. Each unit will have its own garage and driveway to accommodate parking for the development.

4. The site plan shows a 15' landscaped bufferyard along the southern property line. This bufferyard space meets the minimum landscape requirements. All required landscaping materials will be installed per Article 9, Zoning Ordinance.

5. This application was sent out to the following departments for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Planning Director, Sarpy County Public Works, 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.

Public Works Engineering Manager Dean Dunn and Michael Sharp, Sarpy County Surveyor, had technical comments regarding the small subdivision plat and site plan. These comments have since been satisfied by the applicant's surveyor and engineer.

No other comments were received on this case.

6. This plat contains approximately 1.71 acres or 74,838 square feet. This calculates to approximately 7,484 square feet of lot area per dwelling unit. The current RD-60 density requires a minimum of 6,000 square feet of lot area per dwelling unit. The proposed density is compatible with the adjacent properties.

7. Per the guidelines set forth in Section 5.17, the applicant indicates the topography and irregular shape of the property is challenging to develop with respect to drainage, construction, and access. Thus, creating a need for the -PS zoning overlay. The applicant further states "Because of the challenging topography and lot shapes, the Planned Subdivision District will allow the Developer to group the homes in a manner that will allow for the full buildout of the property. This innovating grouping of the homes does not increase the overall density of homes that could be developed in this area under other conditions." Please refer to the attached letter from Mr. Gehring for his full justification. Staff is supportive of the applicant's requested -PS zoning overlay based on the reasons provided.

8. Access to the property is proposed from private drives off West 16th Avenue for Units 1 through 6, and from Jefferson Street for Units 7 through 10.

The city has no plans to further improve Jefferson Street due to the steep slope of the existing topography.

The applicant will need to coordinate final design of these private access points with the Public Works Department prior to building permit submittal due to the proposed construction of the drives in the rights-of-way.

9. Per Section 8.12, Units 1 through 4 and 7 through 10 will have to comply with the city's design standards. This will be addressed during the building permit process.

10. This property was previously deemed blighted and substandard. The applicant is requesting Tax Increment Financing (TIF) through a separate redevelopment plan proposal.

11. The Future Land Use Map of the Comprehensive Plan shows this area as medium density residential. This request is in conformance with the Comprehensive Plan.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, and 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. Vicinity map/Zoning Map
2. 2020 GIS aerial photo of the property
3. Letter from Jeff Gehring received November 9, 2021
4. Small subdivision plat received November 15, 2021
5. Site plan received November 15, 2021
6. Letter from Diana Souza received November 17, 2021
7. Email from Roger and Carol Tschampl-Diesing received November 18, 2021
8. Email from Jessica Conkey received November 18, 2021

VII. COPIES OF REPORT TO:

1. Mercury Property Management, Inc.
2. Hill-Farrell Associates, Inc.
3. Cline, Williams, Wright, Johnson & Oldfather, LLP
4. Public Upon Request

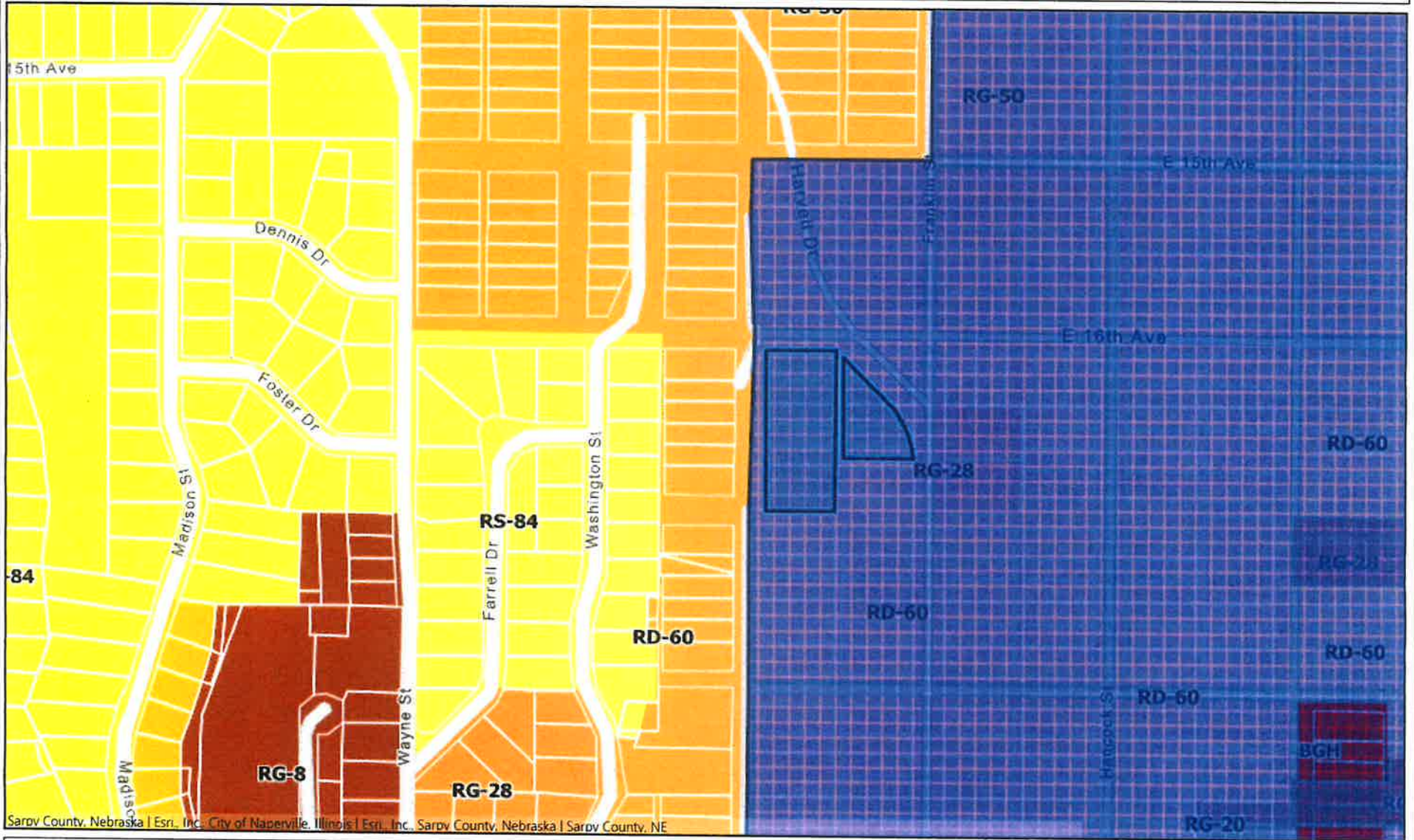
Sammi R. Palm

Prepared by:

Sammi R. Palm 11/29/21

Planning Manager

Date of Report



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



Map Scale 1: 4514

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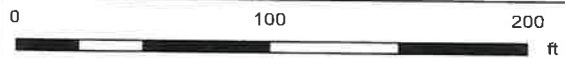


Notes





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



Map Scale 1: 1128

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NOV 09 2021

PLANNING DEPT.

November 9, 2021

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

Re: Change of Zone application for the proposed Jefferson Place Addition located generally at 16th Avenue and Franklin Street.

Dear Tammi:

Mercury Property Management, Inc. has applied for a change of zone from RD-60 to RG-28 PS on approximately 1.86 acres located at:

Lots 1-6, and Part of Lots 7-11A, Lots 11B and 12, Block 170; Lots 1 -12, Block 171, Bellevue; vacated 17th Avenue between Jefferson Street and Franklin Street; and the adjacent rights-of-way of West 16th Avenue, Harvell Drive, Franklin Street, West 18th Avenue, and Jefferson Street

Because of the unique shape of this parcel, the difficult grade, and the constraints of the existing streets, the Planned Subdivision District is required to develop the property as intended.

The Proposed development will meet the space limit requirements of the Planned Subdivision District. The property contains approximately 81,021 square feet and will be subdivided into 10 lots. Accordingly, the average lot area per dwelling unit is approximately 8,102 square feet, which is greater than to the minimum lot area per dwelling unit required in the RG-28 Zoning District.

The Planned Subdivision District required for the following reasons:

- 1. The proposed modification of the primary district regulations as to platting of lots and space limits will be in the public interest and in harmony with the purpose of this ordinance, and will not adversely affect nearby properties.**

The adjacent properties are residential dwelling units. The proposed development on the property is 10 dwelling units on 1.86 acres. This density is compatible with the surrounding area and will not adversely affect nearby properties. Access to the lots is being designed to minimize impact on the existing adjacent residential units

- 2. The configuration, topography, vegetation, drainage, or other natural feature of the parcel is such that the normal lot arrangement would not be appropriate, and the natural state of the parcel can best be preserved by application of the Planned Subdivision District classification.**

The topography and the irregular shape of the property presents a particular challenge with respect to drainage, construction, and access to the property. If the existing lots were regularly shaped and the property did not have such a steep grade, then 10 homes could be built on the property without implementing a Planned Subdivision District. However, because of the topography and shape of the property, the development that would otherwise be permitted in the underlying zoning district is not attainable. The Planned Subdivision will allow for the best use of the land in harmony with the expectations of the underlying zoning district.

- 3. The owner will utilize new and innovation planning methods to develop a subdivision of sound character and in the public interest, and the planned subdivision will be superior to a conventional subdivision.**

Because of the challenging topography and lot shapes, the Planned Subdivision District will allow the Developer to group the homes in a manner that will allow for the full buildout of the property. This innovating grouping of the homes does not increase the overall density of homes that could be developed in this area under other conditions. Ten lots would not work on this site under the conventional zoning, but the Planned Subdivision District allows for the full use of the property without negative impact to the overall plan for the development of the City.

- 4. The request for PS, Planned Subdivision District classification is not solely for purposes of convenience, profit, or caprice.**


The requested change of zone and Planned Subdivision District is being applied for in conjunction with an application for a redevelopment project utilizing tax increment financing. As described in more detail in the proposed redevelopment plan, this project site presents a challenging development opportunity. The property is vacant but its unique characteristics make it virtually undevelopable as is. The cost of developing the site based on its shape, location, and topography is higher than is feasible for the developer. The Planned Subdivision District provides the flexibility that will allow the project to be developed.

Please let me know if you have any questions.

Sincerely,

Mercury Property Management, Inc.

By:


Jeff Gehring, President

JEFFERSON PLACE ADDITION

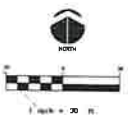
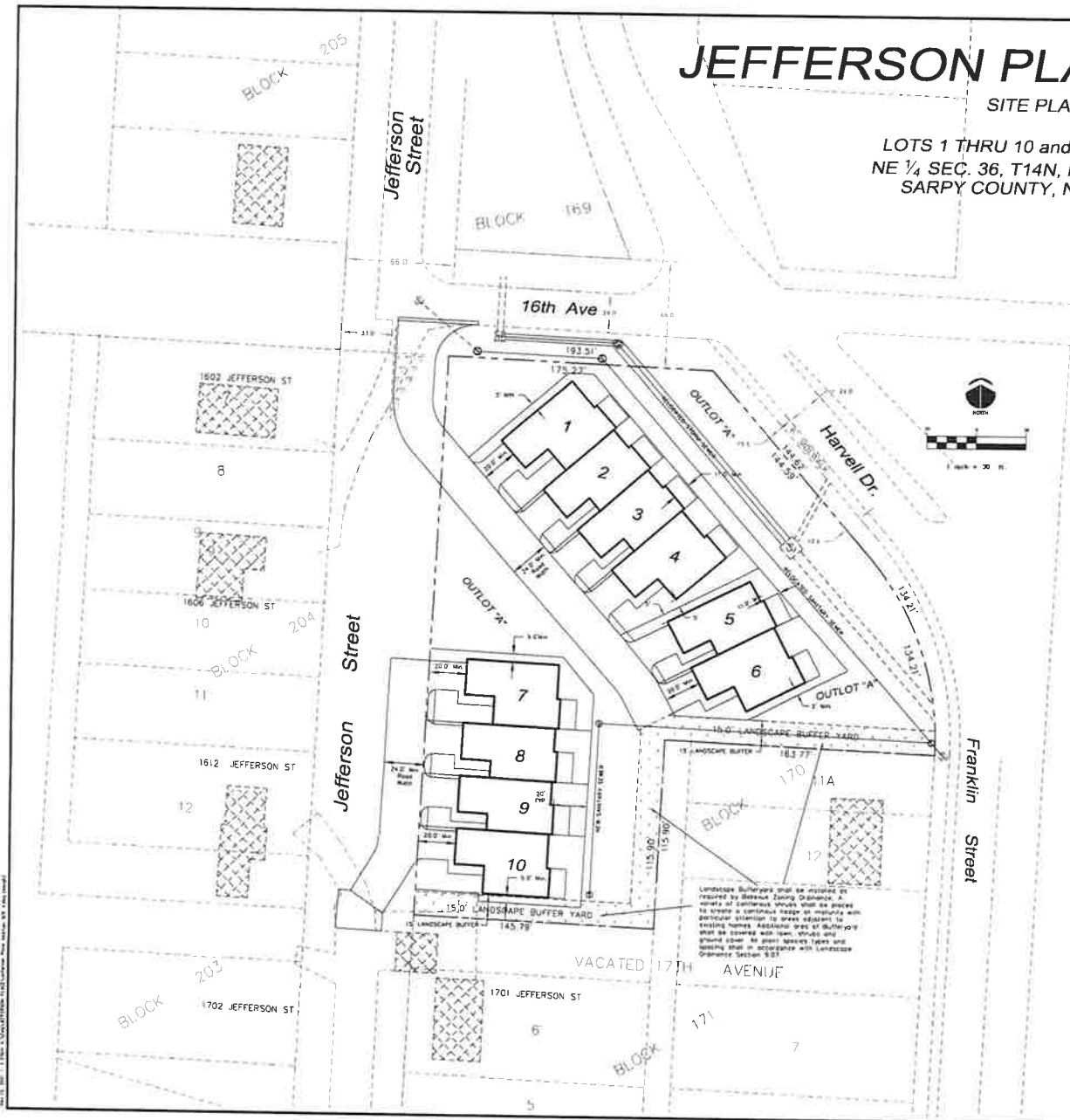
SITE PLAN


LOTS 1 THRU 10 and OUTLOT "A"
NE 1/4 SEC. 36, T14N, R13E, 6th P.M.
SARPY COUNTY, NEBRASKA

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NOV 15 2021

PLANNING DEPT.



 PERMANENT INGRESS-EGRESS EASEMENT TO BE GRANTED TO DWELLINGS IN BLOCK 204

JEFFERSON PLACE TOWNHOMES
LEGAL DESCRIPTION
LOTS 1 THRU 10 AND OUTLOT "A"
JEFFERSON PLACE ADDITION
CITY OF BELLEVUE
SARPY COUNTY, NEBRASKA

DEVELOPER
JEFF GCHRING
MERCURY BUILDERS AND CONTRACTORS
402 689-1423
5920 SO. 118th CIR
OMAHA, NE 68137

CIVIL ENGINEER
FORTINO RAMIREZ
402 216-7716
TREKK DESIGN GROUP
OMAHA, NEBRASKA

LAND SURVEYOR
DOUG HILL
402 291-6100
HILL-FARRELL ASSOCIATES, INC.
BELLEVUE, NEBRASKA

EXISTING ZONING
RD-60

PROPOSED ZONING RG-28 PS
MINIMUM SPACE LIMITS
FRONT 20'
REAR 10'
SIDE 5'

SITE AREA 74,838 SQUARE FEET ±

JEFFERSON PLACE ADDITION
BELLEVUE, NEBRASKA
SITE PLAN

HILL-FARRELL ASSOCIATES, INC.
Land Surveyors
Bellevue, NE 68123 (402) 291-6100



PROJECT NO.
JEFFERSON PLACE
ADDITION P.L.A. 3

SURVEY: N80C04J8
DRAWN: RDH
DATE: 10/13/21
11/09/21
11/23/21

RECEIVED

NOV 17 2021

PLANNING DEPT.

11/17/21

To be read at the 11/18/21 Bellevue Planning Commission Meeting:

Mayor Hike,

Although the people's voices were seemingly ignored & my neighbor's letter was not read at the October 19th meeting, despite a reminder to read it by one of the neighbors in attendance, I am joining in the opposition to the development plans for the land between Jefferson & Franklin Streets.

Your tie breaking vote to declare this property as blighted may not technically be a conflict of interest, but it was definitely self-serving. You turned a large profit from the sale of the land & now your company is in the running to profit from future sales of the townhomes Mercury plans to build there.

The land was referred to as a "weed & tree infested area that can be changed into very nice condos". All the natural wooded areas are something that I love about Bellevue. Harvell & Franklin are very busy roads & I likely would not have purchased a home there if not for the peaceful woods providing a buffer. I would hate to have my lovely backyard view obliterated so we can stare at townhomes. I'm also concerned for the wildlife that roams the area & that their displacement will lead to deadly accidents with the increased traffic flow that development will bring.

The intersection of Harvell & Franklin is already a dangerous spot, between watching for deer & drivers who do not heed the speed limit change as they turn the corner. I can't imagine how it will be with large machinery & workers in the area. Then there's the fact that this once quiet, peaceful area will be filled with the sounds of construction for who knows how long.

I have lived here for 8 years & planned to stay awhile. But, if this redevelopment project happens, I feel I will be forced to move at a time when it's not easily affordable due to current inflation & housing prices, especially if my home's value declines due to being near a blighted & substandard area.

I understand the need to revitalize Olde Towne but destroying the natural areas it is known for is the wrong way to go about it, especially when there's so many deteriorating buildings & vacant lots that could be rezoned & redeveloped.

Concerned homeowner,



Diana Souza
1702 Franklin Street

Tammi Palm

From: Carol Tschampl-Diesing <c.tschampl_diesing@yahoo.com>
Sent: Thursday, November 18, 2021 1:45 AM
To: Tammi Palm
Subject: Info re: Jefferson Place addition

RECEIVED

NOV 18 2021

PLANNING DEPT.

Dear Ms. Palm and Planning Commission members,

We are unable to attend the Planning Commission meeting on November 18, 2021, but respectfully request that our letter regarding the proposed Jefferson Place addition be given to each commission member and read aloud for public consideration at the hearing.

We are deeply opposed to the proposed Jefferson Place addition project for multiple reasons.

1. One of the most charming aspects of Old Towne Bellevue that greets people as they near the downtown area is the beautiful tree-lined drive along Harvel Dr. The proposed plan by Mercury Property Management would essentially wipe out the entire area of trees, thus eliminating the inviting charm that Old Towne has long been known for. If the goal of the city is to attract more businesses and visitors to the downtown area, then removing green space that makes our town more beautiful and inviting is not an effective method of accomplishing that goal. In addition, if this proposed project were to be pushed through, wiping out the green space and replacing it with multiple town homes would also eliminate the wildlife habitat that exists in that area, thus eliminating another charming aspect of the Old Towne area.
2. We are gravely concerned about the lack of safety that would be created by the increased traffic in and around the proposed addition site, as well as concerns about the potential strain and disruption in service this development could place on the existing sewer, water, and electric lines. Cramming that many additional housing units in that small of an area is a recipe for disaster.
3. None, we repeat, NONE of us current residents in the area of the proposed project are in favor of the development. We chose to live in this area of Bellevue for the peace, calm, quiet, tranquility, and beautiful nature (which includes the vegetation and many species of wildlife living and traveling through that area).
4. We are concerned about the lack of ethics and transparency that Mayor Rusty Hike as shown so far through the process of pushing through this development project. His real estate business has already received financial gain through the sale of the proposed development site to Mercury Property Management. Future financial gain exists for the mayor and his real estate business via the potential opportunity to sell the new town homes, should they be built. The mayor has shown a lack of ethics to us personally when he refused to read our letter of opposition to having our neighborhood declared blighted and substandard via a vote by the city council, resulting in our letter NOT being placed into public record and NOT being shared with the concerned citizens at the meeting that night. In an email to us from Mayor Hike dated October 17, 2021, he promised us that he would share our letter and have it placed in public record. The recording of the October 19th city council meeting, available on YouTube, clearly shows that the mayor did not have our letter read and placed in public record. This makes us wonder what else the mayor may be hiding in order to get his pet project of the Jefferson Place addition pushed through.

For these reasons and all of the reasons that will be presented by our neighbors, we are greatly opposed to this proposed development project and respectfully request that everyone voting on this project vote against it. We implore all of you, please VOTE NO to this project!

Thank you for giving our concerns your serious consideration.

Sincerely,
Mr. and Mrs. Roger and Carol Tschampl-Diesing
Sent from Yahoo Mail on Android

Tammi Palm

From: Jessica Conkey <mamacrochets@gmail.com>
Sent: Thursday, November 18, 2021 1:19 PM
To: Tammi Palm
Subject: A Message to the Planning Commission for the meeting on 11/18/21
Attachments: 101_1741.JPG; 101_1723(sat).jpg; 101_1909.JPG; 101_1728(satg).jpg; 101_1745.JPG; DSC_0056.JPG; Untitled.jpg

To Whom It May Concern:

My name is Jessica Conkey and I am a resident on the now-blighted block between Franklin and Jefferson Streets. My husband has been attending the meetings for our family, but I wanted to add my thoughts to the matter as well. Hopefully this will reach the planning committee before tonight's meeting, and even though this will probably be a lengthy email, I hope you all take the time to read it and consider my thoughts on the matter.

First of all, I was surprised by the picture used to represent our house in the "blighted" evidence. If it wasn't said during the last meeting discussing the area and the blight therein, the photos, especially of our house, were misleading. The picture, which showed a damaged gutter in the top left corner of our house and a damaged satellite dish on the ground, was taken shortly after the worst storm I've been in since moving to Nebraska. And that's saying a lot from someone who was raised in Florida and experienced yearly hurricanes. We were lucky that the dented gutter was the worst of our damage because I know there were other homes that received much worse damage. So, to see that damage used as evidence of blight was frustrating to say the least. If the developers were willing to be deceptive about small things like pictures of the houses and structures on the block, it makes me wonder what else they would do to get what they want.

As for the proposed townhouses in the wooded area to the north of our block, I am opposed to construction of anything in that area for multiple reasons. I am in support of building up our beautiful city and bringing money into Old Towne, but not at the cost of turning our small town into some faux "big city" block. One of the best things about our area of town is that it's got that old school neighborhood vibe with a dash of Main Street USA. I would hate to see our small town built up just for the sake of cramming as many residents into an area to bring in more revenue.

The small wooded area that will be demolished to make way for multiple townhouses is an important oasis of nature in a desert of residential buildings. There are multiple animals that use that area for safe passage, foraging, and shelter. Tearing down the woods and building there will take that away from them. As well as providing for the animals, the wooded area also serves, for my family at least, as a place of learning (see attached). I am a homeschooling mom and it's nice to have a place in nature right outside my back door where I can take my children and teach them about biology, botany, and other subjects. I don't have to drive miles to a trail park or spend money at the zoo or state park if I want to have a hands-on lesson about the natural world. Even when we aren't exploring, nature tends to come to us in the form of deer and wild turkey walking the alleyway or grazing in our yard. If the wooded area is destroyed to make way for townhouses, the educational opportunities will disappear as well.

Aside from the benefits to local wildlife and the opportunities the wooded area allows for my children's education, it is also an area of natural beauty. Sitting in my backyard, the copse of trees and small neighborhood feel is relaxing. Picturing a block of houses all stuck together where the wooded area is now creates a jarring effect. It is the same way I now feel about the area next to Washington Park where a small wooded area was recently demolished. Something will eventually be built there, but the flow from the park to small woods to small businesses was a visually appealing transition. The same transition can be found coming down Harvell, as you go from the open area with the high school, houses, and apartment building into a wooded area on either side of the street before transitioning into the

neighborhoods on Franklin. It's like a secret passage into another world. Coming down the hill and just seeing rows of buildings would interrupt that quiet, relaxing feel that the wooded road creates.

Putting aside aesthetics, another concern is the added traffic the townhouses will create in that small area. This is not just one or two houses to be built on that land. There are at least ten proposed townhouses in the site plans for the current wooded area. How does that affect the neighbors closest to that property? How will it affect the already busy main street of Franklin, especially with the addition of more businesses on the other end by Mission Ave? And how will it affect the properties along Jefferson if a connection is made from the top of the hill to the bottom?

Lastly, I would like to state again that I encourage bringing revenue into our beautiful small town. I may have only lived in this area for eight years, but it has been a fantastic eight years and I love this city like I've been here all my life. That's why I don't want to see it turn into a gaudy, crowded "big city" bereft of natural beauty and small-town charm. Building these townhouses will only be the start and before we know it, the whole of Franklin Street could just be rows of apartment boxes and glued together houses with barely a yard to play in and no semblance of privacy. The best thing about Bellevue is that it's NOT Omaha or Lincoln or any other bigger city and I would hate to lose that about our town in favor of cookie-cutter box houses crammed together in what once was a beautiful wooded area.

My apologies for the length of this email, but our neighborhood and our town are something I am passionate about protecting. It is a wonderful place and I have enjoyed raising my family here. Please reconsider the plans for building in the wooded area and keep it as it is. A small oasis of natural beauty in the heart of Nebraska's oldest town.

Thank you for your time,

Jessica Conkey
1706 Franklin Street
(402) 594-5999
mamacrochets@gmail.com





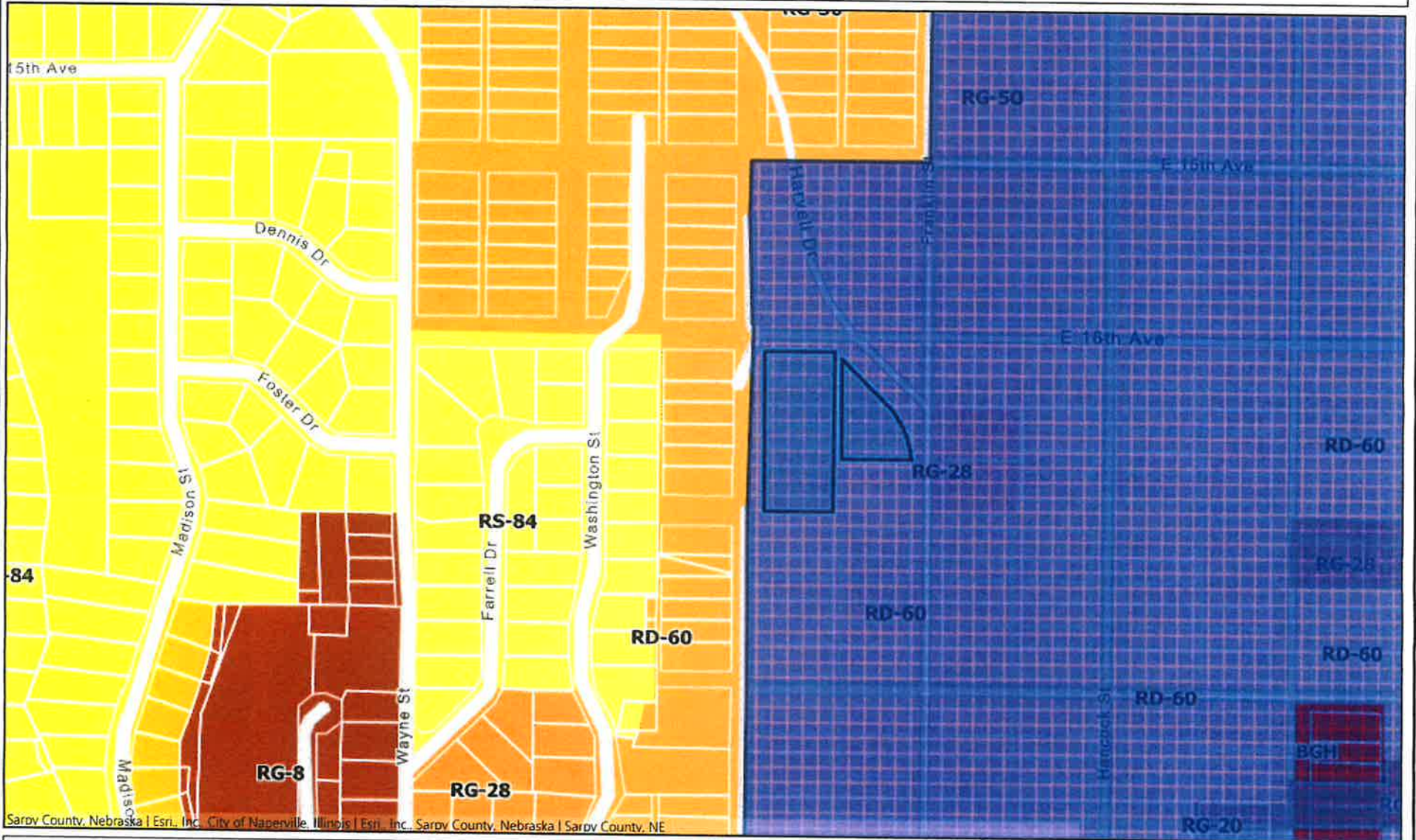




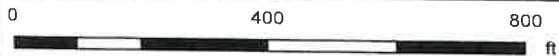








Sarpy County, Nebraska | Esri, Inc. City of Naperville, Illinois | Esri, Inc. Sarpy County, Nebraska | Sarpy County, NE



Map Scale 1: 4514

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Notes



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NOV 15 2021

PLANNING DEPT.

SURVEY NO: 190000150
 DRAWING NO: 190000150
 DATE: 10/29/21
 11/05/21
 11/05/21
 JEFFERSON PLACE ADDITION
 BELLEVUE, NEBRASKA
 SUBDIVISION PLAT
 HILL-FARRELL ASSOCIATES, INC.
 Land Surveyors
 Bellevue, NE 68123 (402) 291-6100
 PROJECT NO:
 JEFFERSON PLACE
 ADDITION PLAT 2

JEFFERSON PLACE ADDITION

LOTS 1 THRU 10 and OUTLOT "A"
 BEING A REPLAT OF LOTS 1 THRU 6 AND PART OF 7 THRU 11 LYING SOUTH AND WEST
 OF HARVELL DRIVE, IN BLOCK 170 CITY OF BELLEVUE TOGETHER WITH VACATED
 PORTIONS OF STREETS, AVENUES AND ALLEYS ABUTTING THEREOF, EXCEPTING THE
 SOUTH 20.0 FEET OF LOT 11, BLOCK 170.
 NE 1/4 SEC. 36, T14N, R13E, 6th P.M.
 SARPY COUNTY, NEBRASKA

SURVEYOR'S CERTIFICATE

I, RONALD D. HILL, THE UNDERSIGNED REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE ACCURATELY SURVEYED AND STAKED WITH IRON PINS THE CORNERS AS SHOWN IN "JEFFERSON PLACE ADDITION", BEING A REPLAT OF LOTS 1 THRU 6 AND PART OF 7 THRU 11A, BLOCK 170 LYING SOUTHWEST OF HARVELL DRIVE, TOGETHER WITH ALL VACATED STREETS, AVENUES AND ALLEYS, EXCEPT THE SOUTH 20.0 FEET OF LOT 11, BLOCK 170, LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHWEST CORNER OF LOT 6, BLOCK 170, THENCE S87°28'24"E, 160.51 FEET ALONG THE SOUTH RIGHT-OF-WAY OF 16th AVENUE TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF HARVELL DRIVE, THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY OF HARVELL DRIVE ALONG THE FOLLOWING TWO COURSES: 1) 540°39'36"E, 144.56 FEET TO A CURVE TO THE RIGHT RADIUS 175.00 FEET, ARC 134.21 FEET, CHORD BEARING S19°00'30"E, 130.94 FEET TO THE SOUTHWEST CORNER OF SAID LOT 11A, BLOCK 170, THENCE N87°25'19"W, 163.77 FEET, THENCE S02°48'15"W, 115.90 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH ONE-HALF OF VACATED 17TH AVENUE, THENCE N87°28'24"W, 145.81 FEET ALONG THE CENTERLINE OF VACATED 17TH AVENUE TO A POINT ON THE EAST RIGHT-OF-WAY OF JEFFERSON STREET, THENCE N02°57'20"E, 343.03 FEET TO THE POINT OF BEGINNING, DESCRIBED TRACT CONTAINS 74,838 SQUARE FEET MORE OR LESS.

DATE _____
 RONALD D. HILL NEBRASKA L.S. NO. 373

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, MERCURY PROPERTIES MANAGEMENT, INC., BEING THE OWNERS OF THE PROPERTY DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE REPLATED INTO LOTS TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS "JEFFERSON PLACE ADDITION", AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT. WE DO HEREBY GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT AND CENTURYLINK COMMUNICATIONS INTERNATIONAL, INC. AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A TELECOMMUNICATION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CROSS ARMS, DOWN GUYS, TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREON, INCLUDING SIGNALS PROVIDED BY A TELECOMMUNICATION SYSTEM IN THE AREA TO BE SUBDIVIDED, THROUGH, UNDER AND ACROSS A EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING ALL PERMETER SUBDIVISION BOUNDARY LINES, NO PERMANENT BUILDINGS, TREES, RETAINING WALL OR LOOSE ROCK SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THEN OR LATER INTERFERE WITH THE AFORESAID USES OF RIGHTS HERIN GRANTED. IN WITNESS WHEREOF WE DO HEREBY SET OUR HANDS THIS _____ DAY OF _____ 20____.

 MERCURY PROPERTY MANAGEMENT, INC.
 BY JEFFREY GEHRING
 PRESIDENT

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA }
 COUNTY OF SARPY } SS

ON THIS _____ DAY OF _____ 20____, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY QUALIFIED AND COMMISSIONED IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JEFFREY GEHRING, PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME APPEARS ON THIS PLAT AND HE DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED.

DATE _____

 NOTARY PUBLIC

APPROVAL OF BELLEVUE PLANNING COMMISSION

THIS PLAT OF "JEFFERSON PLACE ADDITION" WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION THIS _____ DAY OF _____ 20____.

 CHAIRPERSON
 BELLEVUE PLANNING COMMISSION

APPROVAL OF BELLEVUE CITY COUNCIL

THIS PLAT OF "JEFFERSON PLACE ADDITION" WAS APPROVED BY THE BELLEVUE CITY COUNCIL THIS _____ DAY OF _____ 20____. THIS PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN NINETY (90) DAYS OF THE ABOVE DATE.

ATTEST: _____
 CITY CLERK _____ MAYOR _____

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF "JEFFERSON PLACE ADDITION" WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE ON THIS _____ DAY OF _____ 20____.

 SARPY COUNTY SURVEYOR/ENGINEER



COUNTY TREASURER'S CERTIFICATION
 THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY AS DESCRIBED WITHIN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.
 DATE _____

 SARPY COUNTY TREASURER

JEFFERSON PLACE ADDITION

SITE PLAN

LOTS 1 THRU 10 and OUTLOT "A"
NE 1/4 SEC. 36, T14N, R13E, 6th P.M.,
SARPY COUNTY, NEBRASKA

RECEIVED

NOV 15 2021

PLANNING DEPT.

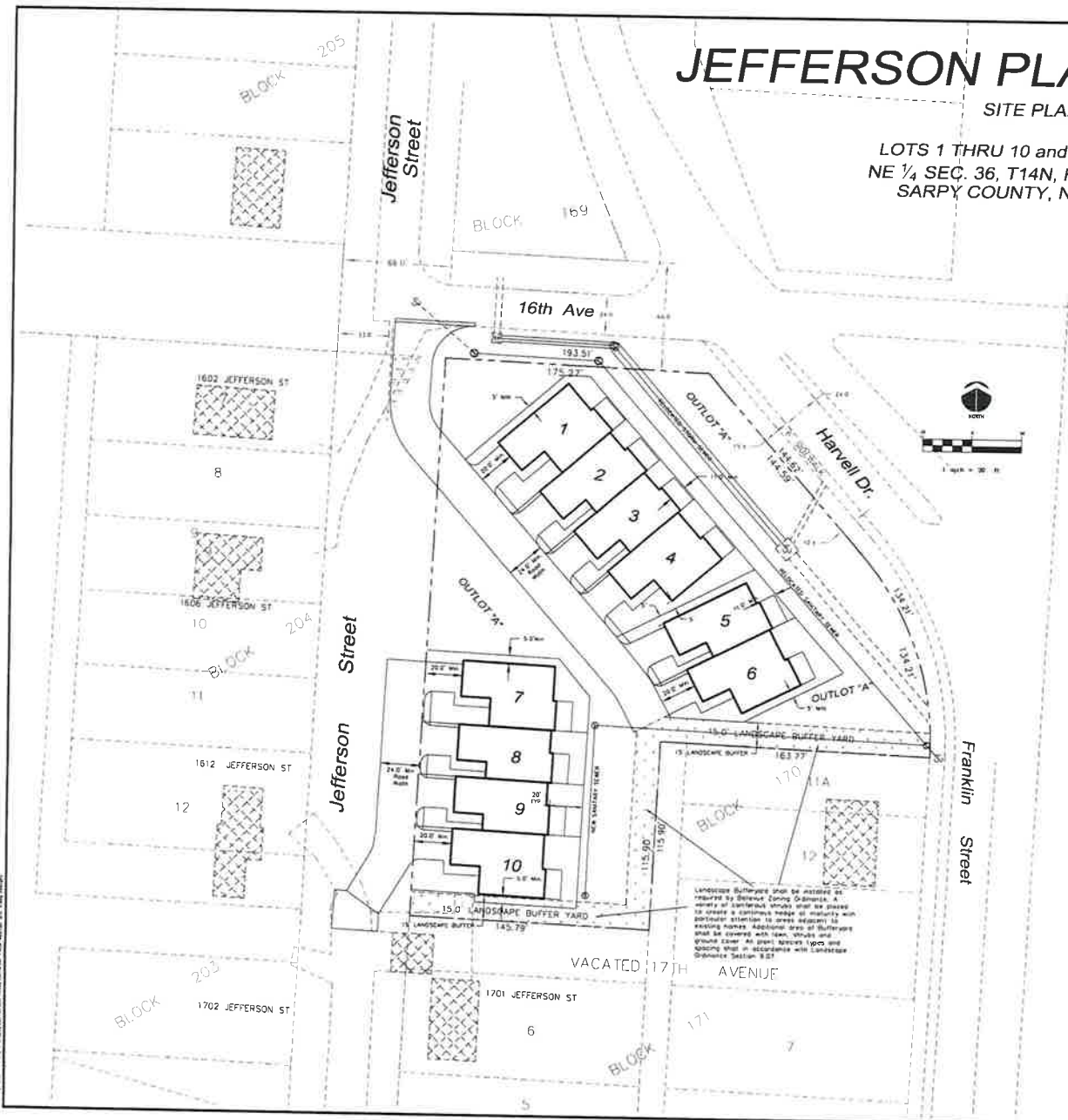
SURVEY RECORD # 18-0000000000
DRAWN RDM
DATE: 10/20/21
11/05/21
11/05/21

JEFFERSON PLACE ADDITION
BELLEVUE, NEBRASKA
SITE PLAN

HILL-FARRELL ASSOCIATES, INC.
Land Surveyors
Bellevue, NE 68123 (402) 291-6100

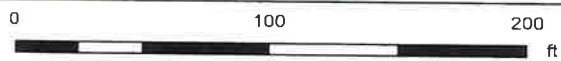


PROJECT NO.
JEFFERSON PLACE
ADDITION (PLAN 2)



PERMANENT INGRESS-EGRESS EASEMENT TO BE GRANTED TO DWELLINGS IN BLOCK 204

JEFFERSON PLACE TOWNHOMES
LEGAL DESCRIPTION
LOTS 1 THRU 10 AND OUTLOT "A"
JEFFERSON PLACE ADDITION
CITY OF BELLEVUE
SARPY COUNTY, NEBRASKA
DEVELOPER
JEFF GERRING
MERCURY BUILDERS AND CONTRACTORS
402 689-1423
5920 SO 118TH CIR
OMAHA, NE 68137
CIVIL ENGINEER
FORTINO RAMIREZ
402 216-7716
TREKK DESIGN GROUP
OMAHA, NEBRASKA
LAND SURVEYOR
DOUG HILL
402 291-6100
HILL-FARRELL ASSOCIATES, INC.
BELLEVUE, NEBRASKA
EXISTING ZONING
RD-60
PROPOSED ZONING RC-2B PS
MINIMUM SPACE LIMITS
FRONT 20'
REAR 10'
SIDE 5'
SITE AREA 74,838 SQUARE FEET ±



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. 4068

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 16TH AVENUE AND JEFFERSON STREET, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lots 1 through 10, and Outlot A, Jefferson Place Addition, being a replat of Lots 1 through 6 and Part of Lots 7-11A, lying South and West of Harvell Drive, Block 170, Bellevue, together with the adjacent vacated streets, avenues, and alleys

From RD-60-OTO (Duplex Residential - 6,000 Square Foot Zone - Olde Towne Overlay) to RG-28-PS (General Residential – 2,000 Square Foot Zone – Planned Subdivision)

(Mercury Property Management, Inc.)

Section 2. This ordinance shall not take effect until such time as the final plat of Lots 1 through 10, and Outlot A, Jefferson Place Addition, 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 _____, 2022.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: 12/07/2021
Second Reading: _____
Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13c.
12/7/2021

COUNCIL MEETING DATE: 12/07/2021	SUBMITTED BY: Councilwoman Welch	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Ordinance No. 4069 to amend Article VII, Chapter 12 of the Bellevue Municipal Code by Amending Section 12-172 and adding new Section 12-176 regarding outdoor fireplace permitting requirements

SYNOPSIS/BACKGROUND:

This ordinance is being introduced to update certain portions of the Definitions section of Section 12-172 to reflect the most current International Fire Code sections and to add new Section 12-176 to better reflect the permitting requirements and process of obtaining a permit for an outdoor fireplace.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Approve Ordinance No. 4069 to amend Article VII, Chapter 12 of the Bellevue Municipal Code by Amending Section 12-172 and adding new Section 12-176.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Angela Mathes
[Signature]

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ARTICLE VII, CHAPTER 12, OF THE BELLEVUE MUNICIPAL CODE BY AMENDING SECTION 12-172 AND ADDING NEW SECTION 12-176 REGARDING OUTDOOR FIREPLACE PERMITTING REQUIREMENTS AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Section 12-172 of Chapter 12, Article VII of the Bellevue Municipal Code is hereby amended to read as follows:

Section §12-172 DEFINITIONS

For the purposes of section [12-172](#) to section 12-179, the following definitions shall apply:

RECREATIONAL FIRE. As defined in section 302.4.2.1 of the 2021~~06~~ International Fire Code and shall be permitted only at designated campground areas of Haworth Park, unless a permit is obtained pursuant to section 12-174.

OUTDOOR FIREPLACE. Outdoor fireplaces shall include fire pits, portable fire pits, and chimeneas. These residential outdoor fireplaces use wood as a fuel and are used for containing recreational fires located at a private residence for the purpose of outdoor cooking and personal enjoyment. The term “outdoor fireplaces” does not include barbeque grills that use propane or charcoal as a fuel and are used primarily for outdoor cooking.

PORTABLE FIRE PITS. Commercially designed devices intended to confine and control outdoor wood fires.

CHIMENEAS. Outdoor patio fireplaces, usually made from clay, intended to confine and control outdoor wood fires.

FIRE PITS. Devices usually constructed of steel, concrete and/or stone, and constructed above ground with a heavy steel screen cover. ~~All outdoor fireplaces shall meet the following requirements:~~

~~(1) Clearances. A minimum ten-foot clearance shall be maintained between the outdoor fireplace and combustible structure or materials such as walls, roofs, fences, decks, woodpiles, and other combustible material.~~

~~(2) Construction. Outdoor fireplaces shall be constructed of concrete or approved non-combustible materials. The fire fuel area and openings shall be completely enclosed by a steel screening (spark guard) or an approved non-combustible screening material with openings no greater than one-half inch square. Vent stacks, chimneys, and chimeneas shall have a steel screen cover made of heavy wire mesh or other non-combustible material with openings no larger than one-half inch square. Not permitted are barrels, half-barrels, drums or similar constructed devices.~~

~~(3) Size. The fuel area for a fire pit shall not be larger than three feet in diameter and a height of more than two feet.~~

~~———— (4) *Location.* Outdoor fireplaces shall be placed on a stable, non-combustible surface such as a concrete pad and only at grade level. Outdoor fireplaces shall not be located on combustible balconies or decks and shall not be located under any combustible balcony or any overhanging portion of a structure.~~

~~———— (5) *Type of materials being burnt.* Materials allowed by this section shall be limited to untreated wood or approved fireplace starter logs. Petroleum products, rubbish, grass, leaves, cardboard, plastics, rubber or any material that may flow out of the containment or cause excessive heat, smoke, or offensive smell shall not be permitted.~~

~~———— (6) *Amount of materials being burnt.* Users must:~~

~~———— (a) Limit the amount of material being burnt to ensure the flames are confined inside the fuel area of the outdoor fireplace and the flames do not extend above the pit or into the chimney; and~~

~~———— (b) Follow the manufacturer's recommendation on the maximum amount of fuel to be used at one time with spark guard in place.~~

~~———— (7) *Supervision.* Outdoor fireplaces shall be under constant supervision by at least one responsible person of age 18 or older from the ignition of the fire until the fire is completely extinguished and embers are cooled so as to prohibit the fire from rekindling.~~

~~———— (8) *Provisions for protection.* A garden hose connected to a water supply or other approved fire extinguishing equipment shall be readily available for use.~~

~~———— (9) *Maintenance.* The owner is responsible to ensure proper maintenance and care is accomplished in accordance with manufacturer's instructions. At the minimum, the outdoor fireplace will be checked regularly for the appearance of cracks and other physical deterioration or loose parts.~~

~~———— (10) *Discontinuance.* Smoke from any outdoor fireplace shall not create a nuisance for neighboring property owners. The fire shall be extinguished immediately upon the complaint of the neighboring property owner of any smoke nuisance. The fire chief or an authorized representative has the authority to require outdoor fireplace use to be immediately discontinued if such use is determined to constitute a hazardous or nuisance condition to occupants of surrounding property.~~

~~———— (11) *Building permit.* For a fire pit, a site plan showing the location of the fire pit on the property and a detailed drawing of the construction of the fire pit shall be submitted to the Permits and Inspections Department of the City for review. A building permit will be issued based on approved plans. A building permit is not required for portable fire pits or chimeneas, provided they are commercially designed and have been approved by an independent testing laboratory.~~

Section 2. That Section 12-176 of Chapter 12, Article VII of the Bellevue Municipal Code is hereby added to read as follows:

Section §12-176 OUTDOOR FIREPLACES; WHEN PERMITTED

All outdoor fireplaces shall meet the following requirements:

(1) *Clearances.* A minimum fifteen (15) feet clearance shall be maintained between the outdoor fireplace and combustible structure or materials such as walls, roofs, fences, decks, woodpiles, and other combustible material.

(2) *Construction.* Outdoor fireplaces shall be constructed of concrete or approved non-combustible materials. The fire fuel area and openings shall be completely enclosed by a steel screening (spark guard) or an approved non-combustible screening material with openings no greater than one-half inch square. Vent stacks, chimneys, and chimeneas shall have a steel screen cover made of heavy wire mesh or other non-combustible material with openings no larger than one-half inch square. Not permitted are barrels, half-barrels, drums or similar constructed devices.

(3) *Size.* The fuel area for an outdoor fireplace shall not be larger than three feet in diameter and a height of more than two feet.

(4) *Location.* Outdoor fireplaces shall be placed on a stable, non-combustible surface such as a concrete pad and only at grade level. Outdoor fireplaces shall not be located on combustible balconies or decks and shall not be located under any combustible balcony or any overhanging portion of a structure.

(5) *Type of materials being burnt.* Materials allowed by this section shall be limited to untreated wood or approved fireplace starter logs. Petroleum products, rubbish, grass, leaves, cardboard, plastics, rubber or any material that may flow out of the containment or cause excessive heat, smoke, or offensive smell shall not be permitted.

(6) *Amount of materials being burnt.* Users must:

(a) Limit the amount of material being burnt to ensure the flames are confined inside the fuel area of the outdoor fireplace and the flames do not extend above the pit or into the chimney; and

(b) Follow the manufacturer's recommendation on the maximum amount of fuel to be used at one time with spark guard in place.

(7) *Supervision.* Outdoor fireplaces shall be under constant supervision by at least one responsible person of age 18 or older from the ignition of the fire until the fire is completely extinguished, and embers are cooled so as to prohibit the fire from rekindling.

(8) *Provisions for protection.* A garden hose connected to a water supply or other approved fire extinguishing equipment shall be readily available for use.

(9) *Maintenance.* The owner is responsible to ensure proper maintenance and care is accomplished in accordance with manufacturer's instructions. At the minimum, the outdoor fireplace will be checked regularly for the appearance of cracks and other physical deterioration or loose parts.

(10) *Discontinuance.* Smoke from any outdoor fireplace shall not create a nuisance for neighboring property owners. The fire shall be extinguished immediately upon the complaint of the neighboring property owner of any smoke nuisance. The fire chief or an authorized representative has the authority to require outdoor fireplace use to be immediately discontinued if such use is determined to constitute a hazardous or nuisance condition to occupants of surrounding property.

(11) *Building permit.* A mechanical permit is required for any outdoor fireplace that will be connected to a permanent gas line. For any outdoor fireplace that will be connected to a permanent gas line, a site plan showing the location of the outdoor fireplace on the property and a detailed drawing of the construction of the outdoor fireplace shall be submitted to the Permits and Inspections Department of the City for review. A mechanical permit will be issued based on approved plans. A mechanical permit is not required for portable fire pits or chimeneas, provided they are commercially designed and have been approved by an independent testing laboratory.

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ARTICLE VII, CHAPTER 12, OF THE BELLEVUE MUNICIPAL CODE BY AMENDING SECTION 12-172 AND ADDING NEW SECTION 12-176 REGARDING OUTDOOR FIREPLACE PERMITTING REQUIREMENTS AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Section 12-172 of Chapter 12, Article VII of the Bellevue Municipal Code is hereby amended to read as follows:

Section §12-172 DEFINITIONS

For the purposes of section 12-172 to section 12-179, the following definitions shall apply:

RECREATIONAL FIRE. As defined in section 302.4.2 of the 2021 International Fire Code and shall be permitted only at designated campground areas of Haworth Park, unless a permit is obtained pursuant to section 12-174.

OUTDOOR FIREPLACE. Outdoor fireplaces shall include fire pits, portable fire pits, and chimeneas. These residential outdoor fireplaces use wood as a fuel and are used for containing recreational fires located at a private residence for the purpose of outdoor cooking and personal enjoyment. The term “outdoor fireplaces” does not include barbeque grills that use propane or charcoal as a fuel and are used primarily for outdoor cooking.

PORTABLE FIRE PITS. Commercially designed devices intended to confine and control outdoor wood fires.

CHIMENEAS. Outdoor patio fireplaces, usually made from clay, intended to confine and control outdoor wood fires.

FIRE PITS. Devices usually constructed of steel, concrete and/or stone, and constructed above ground with a heavy steel screen cover.

Section 2. That Section 12-176 of Chapter 12, Article VII of the Bellevue Municipal Code is hereby added to read as follows:

Section §12-176 OUTDOOR FIREPLACES; WHEN PERMITTED

All outdoor fireplaces shall meet the following requirements:

(1) *Clearances.* A minimum fifteen (15) feet clearance shall be maintained between the outdoor fireplace and combustible structure or materials such as walls, roofs, fences, decks, woodpiles, and other combustible material.

(2) *Construction.* Outdoor fireplaces shall be constructed of concrete or approved non-combustible materials. The fire fuel area and openings shall be completely enclosed by a steel screening (spark guard) or an approved non-combustible screening material with openings no

greater than one-half inch square. Vent stacks, chimneys, and chimeneas shall have a steel screen cover made of heavy wire mesh or other non-combustible material with openings no larger than one-half inch square. Not permitted are barrels, half-barrels, drums or similar constructed devices.

(3) *Size.* The fuel area for an outdoor fireplace shall not be larger than three feet in diameter and a height of more than two feet.

(4) *Location.* Outdoor fireplaces shall be placed on a stable, non-combustible surface such as a concrete pad and only at grade level. Outdoor fireplaces shall not be located on combustible balconies or decks and shall not be located under any combustible balcony or any overhanging portion of a structure.

(5) *Type of materials being burnt.* Materials allowed by this section shall be limited to untreated wood or approved fireplace starter logs. Petroleum products, rubbish, grass, leaves, cardboard, plastics, rubber or any material that may flow out of the containment or cause excessive heat, smoke, or offensive smell shall not be permitted.

(6) *Amount of materials being burnt.* Users must:

(a) Limit the amount of material being burnt to ensure the flames are confined inside the fuel area of the outdoor fireplace and the flames do not extend above the pit or into the chimney; and

(b) Follow the manufacturer's recommendation on the maximum amount of fuel to be used at one time with spark guard in place.

(7) *Supervision.* Outdoor fireplaces shall be under constant supervision by at least one responsible person of age 18 or older from the ignition of the fire until the fire is completely extinguished, and embers are cooled so as to prohibit the fire from rekindling.

(8) *Provisions for protection.* A garden hose connected to a water supply or other approved fire extinguishing equipment shall be readily available for use.

(9) *Maintenance.* The owner is responsible to ensure proper maintenance and care is accomplished in accordance with manufacturer's instructions. At the minimum, the outdoor fireplace will be checked regularly for the appearance of cracks and other physical deterioration or loose parts.

(10) *Discontinuance.* Smoke from any outdoor fireplace shall not create a nuisance for neighboring property owners. The fire shall be extinguished immediately upon the complaint of the neighboring property owner of any smoke nuisance. The fire chief or an authorized representative has the authority to require outdoor fireplace use to be immediately discontinued if such use is determined to constitute a hazardous or nuisance condition to occupants of surrounding property.

(11) *Building permit.* A mechanical permit is required for any outdoor fireplace that will be connected to a permanent gas line. For any outdoor fireplace that will be connected to a permanent gas line, a site plan showing the location of the outdoor fireplace on the property and a detailed drawing of the construction of the outdoor fireplace shall be submitted to the Permits and Inspections Department of the City for review. A mechanical permit will be issued based on

approved plans. A mechanical permit is not required for portable fire pits or chimeneas, provided they are commercially designed and have been approved by an independent testing laboratory.

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

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13d.
12/7/2021

COUNCIL MEETING DATE: 12/07/2021		SUBMITTED BY: Legal		Administration	
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>		
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>		PUBLIC HEARING <input type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>		OTHER <input type="checkbox"/>		

SUBJECT:

An ordinance to approve the sale and conveyance of approximately 24.85 acres of property to Redwood USA LLC.

SYNOPSIS/BACKGROUND:

The City Council previously approved a LOI regarding the intent of Redwood USA LLC to purchase property located at Lot 4 Daniell's Farm Addition and Lot 5 Daniell's Farm Addition. The parties now desire to enter into a Purchase Agreement for the sale of said property for the price of \$30,000 per usable acre as further described in the attached ordinance and purchase agreement. The final determination for the sale price will be determined after a survey is completed as outlined in the ordinance and purchase agreement.

FISCAL IMPACT: ~ + 720,000 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: _____

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

PROJECT NAME: _____

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

CIP PROJECT NAME: _____ CIP PROJECT NUMBER: _____

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

ACCOUNTING DISTRIBUTION CODE: _____ ACCOUNT NUMBER: _____

RECOMMENDATION:

Approve Ordinance 4070 and authorize the mayor to sign the Purchase Agreement.

ATTACHMENTS:

1. Ordinance	2. Purchase Agreement	3. _____
4. _____	5. _____	6. _____

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Blake Rosen
[Signature]
[Signature]

ORDINANCE NO. 4070

AN ORDINANCE TO APPROVE THE SALE AND CONVEYANCE OF APPROXIMATELY 24.85 ACRES OF CITY PROPERTY TO REDWOOD USA LLC, AN OHIO LIMITED LIABILITY COMPANY.

WHEREAS, the City of Bellevue owns the land described in the attached Purchase Agreement, consisting of approximately 24.85 acres total, located in the City of Bellevue in Sarpy County, Nebraska; and

WHEREAS, Redwood USA, LLC, an Ohio Limited Liability Company, desires to purchase from the City the above-described approximately 24.85 acres of City-owned land for development purposes; and

WHEREAS, the City is not currently utilizing said land, and has not identified any reasonably foreseeable use for said land; and

WHEREAS, Neb. Rev. Stat. § 16-202 grants to the City of Bellevue the power to sell and convey any real estate owned by the City by ordinance directing the sale or conveyance of such real estate and the manner and terms thereof; and

WHEREAS, the City deems it to be in the best interest of the City to sell and convey the above-described 24.85 acres more or less to Redwood USA, LLC for the price of Thirty Thousand and 00/100 Dollars (\$30,000.00) per usable acre times the number of acres determined by a survey as provided for in the Purchase Agreement; and

THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF BELLEVUE as follows:

Section 1. That the real estate described on Page One (1) of the Purchase Agreement attached hereto shall be sold and conveyed to Redwood USA, LLC, an Ohio Limited Liability Company.

Section 2. That the Mayor is hereby authorized to execute on behalf of the City of Bellevue the Purchase Agreement attached hereto.

Section 3. That upon compliance with the requirements for publication and remonstrance period, the Mayor is hereby authorized to execute on behalf of the City of Bellevue all written documents, including the General Warranty Deed referenced on Paragraph Four (4) of the Purchase Agreement, necessary to carry into full force and effect the terms and intent of this Ordinance.

Section 4. Effective Date and Publication. That this Ordinance shall be in full force and effect fifteen (15) days after its passage. The City Clerk is directed to effectuate within fifteen (15) days of the passage of this ordinance by the City Council the publishing of this ordinance for at least one (1) week in a newspaper in or of general circulation within the City of Bellevue.

Section 5. Additional Publication and Remonstrance. That notice of this conveyance and the terms thereof shall be published for three consecutive weeks in a legal newspaper published in or of general circulation in the City immediately after the passage and publication of such ordinance. If within thirty days after the passage and publication of this ordinance a remonstrance against such sale is signed by registered voters of the City equal to thirty percent of the registered voters of the city voting at the last regular municipal election held therein and is filed with the governing body of the City, the property shall not then, nor within one year thereafter, be sold.

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

Purchase Agreement
Attached to Ordinance 4070

PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

THIS PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS (“Agreement”) is made effective as of _____, 2021 (“Effective Date”), by and between **CITY OF BELLEVUE**, a municipal corporation (“Seller”), with an address of _____, and **REDWOOD USA LLC**, an Ohio limited liability company, or its nominee (“Buyer”), with an address of 7007 E. Pleasant Valley Road, Independence, Ohio 44131.

Seller is the owner of certain real property located southwest of the intersection of South 36th Street and Granada Parkway near the City of Bellevue, in the County of Sarpy and State of Nebraska, which is known as Permanent Parcel Numbers 011592933 and 011592932, collectively consisting of approximately 24.85 acres, which property is described and/or depicted on Exhibit “A” attached hereto and made a part hereof (the “Property”).

1. PURCHASE

Seller agrees to sell and Buyer agrees to purchase from Seller the Property, together with all improvements thereon, and licenses, permits, appurtenant rights, privileges and easements, including, without limitation, the right to any and all utility easements, including but not limited to easements for storm water drainage, water, sanitary sewer, electrical, natural gas or telephone service and all plans, specifications, approvals and permits relating to the Property.

2. PURCHASE PRICE

Buyer shall pay at Closing (hereinafter defined) as the purchase price for the Property an amount equal to \$30,000.00 per usable acre (“Purchase Price”). The total usable acreage (“Usable Acreage”) is to be verified by a survey and a final site plan which has been approved by all applicable governmental authorities. “Usable Acreage” shall not include portions of land subject to the right-of-way of a public road, wetlands, floodplain property or contaminated soil deemed unbuildable for residential use, as such acres are determined by Buyer’s environmental and other consultants.

3. DEPOSIT IN ESCROW

Within five (5) business days after the Effective Date, Buyer shall deposit with the Escrow Agent (hereinafter defined) the sum of \$10,000.00 as earnest money (“Earnest Money”), which shall be applied against the Purchase Price. The Earnest Money shall remain refundable to Buyer, at Buyer’s sole and absolute discretion, until the expiration of the Due Diligence Period (defined herein), as may be extended, at which time the same shall become non-refundable to Buyer (unless Seller defaults under this Agreement or Buyer is unable to obtain Approvals (defined herein)) but shall be applied against the Purchase Price.

4. ESCROW AGENT

North Forest Title Services, LLC, a division of Stewart Title Company, with an address of 20445 Emerald Parkway, Suite 200, Cleveland, Ohio 44135 (or its affiliate), shall serve as coordinator and escrow agent ("Escrow Agent") for this transaction and shall perform, or cause to be performed, the title work in connection therewith. This Agreement shall constitute escrow instructions. The Escrow Agent may attach hereto its usual conditions of acceptance of escrow which shall be controlling insofar as they do not conflict with the terms of this Agreement. Buyer may, at any time upon notice delivered to Seller, elect to use a different Escrow Agent for purposes of this Agreement, in which event Buyer and Seller shall enter into an amendment to this Agreement indicating the new Escrow Agent.

5. DOCUMENT DELIVERY AND DUE DILIGENCE

A. Seller agrees to furnish to Buyer within ten (10) days after the Effective Date, any appraisals, surveys, existing utility location(s), owner's title insurance policies, environmental reports and studies, geotechnical reports and all engineering plans, if any, assessments (special or otherwise), statements, ad valorem and personal property tax bills, leases for farming, whether written or oral ("Farm Lease"), notices or correspondence from governmental entities, copies of all subdivision agreements and/or development agreements affecting the Property, including all amendments thereto, books, records, files and related items and any other documents or documentation relating to the Property that Buyer may reasonably request, which are in Seller's possession or readily available to Seller.

B. Buyer shall use good faith efforts to obtain necessary zoning and governmental approvals (including, without limitation, permits) (collectively, "Approvals") for the construction of Buyer's proposed single story multi-family apartment development on the Property (the "Project"). Seller understands that in order for Buyer to develop the Property it is necessary, and this transaction is contingent upon, (i) Buyer obtaining the final Approvals for the development and construction of Buyer's proposed Project on the Property, (ii) Buyer obtaining satisfactory financing for the purchase of the Property and the construction of the Project and (iii) Buyer being satisfied in its sole discretion with the feasibility of the Project and the physical condition of the Property, including, without limitation, the environmental condition of the Property (collectively, "Due Diligence"). Buyer shall have one hundred forty (140) days from the Remonstrance Date (defined herein) ("Due Diligence Period") to satisfy such contingencies. In addition, provided that Buyer diligently and in good faith pursues completion of the Due Diligence (and meets the conditions set forth in the following two (2) sentences), Buyer shall have the right and option to extend the Due Diligence Period, successively, as follows (each, an "Extension"): (i) one hundred forty (140) days ("First Extension"), and (ii) ninety (90) days ("Second Extension"). As a condition to Buyer exercising the First Extension of the Due Diligence Period, Buyer shall have completed the pre-application meeting with the applicable staff from the City of Bellevue, shall have submitted its intended plat to the applicable staff from the City of Bellevue and heard before the Planning Commission and Bellevue City Council, and shall have had the same approved by the City Council. As a condition to Buyer exercising the Second Extension of the Due Diligence Period, Buyer shall have submitted its final plat mylars, recorded the approved plat, and submitted its architecture and civil plans to the City of Bellevue in order to obtain applicable permitting. In the event Buyer is unable to meet the conditions set forth in the immediately preceding sentences through no fault of Buyer, the parties agree to work together,

acting reasonably and in good faith, to negotiate applicable extensions. Upon Buyer's exercise of each Extension, Buyer shall pay to the Escrow Agent an extension fee in the amount of \$10,000.00 ("Extension Fee"), which Extension Fee(s) shall be refundable to Buyer until the expiration of the Due Diligence Period, as extended, at which time the same shall become non-refundable to Buyer (unless Seller defaults under this Agreement or Buyer is unable to obtain Approvals) but shall be applied against the Purchase Price. Seller grants to Buyer the authority in its dealing with such governmental bodies to do so in Seller's name where applications may only be made in the name of the title holders and Seller shall execute such documents necessary in connection therewith and shall cooperate with Buyer in that regard. As it will be necessary for Buyer and/or its agents to enter upon the Property in order to perform a survey of the Property, prepare architectural drawings and conduct environmental, soil, geotechnical and other studies and inspections and other due diligence related to the Property prior to the transfer of title, permission to do so is hereby given. Buyer may terminate this Agreement at any time prior to the expiration of the Due Diligence Period, as extended, if Buyer is not satisfied with the results of any such Due Diligence and/or does not obtain the Approvals acceptable to Buyer in its sole discretion and the parties shall thereafter be released from any liability hereunder and the Earnest Money and Extension Fee(s), if any, shall be disbursed in accordance with the terms of this Agreement.

Buyer and Seller acknowledge that this Agreement (and the parties' obligations hereunder) are contingent on the successful completion of a thirty (30) day remonstrance period, as required by Neb. Rev. State 16-202 ("Remonstrance Period"). The Remonstrance Period shall begin immediately following the passage and publication of an ordinance to approve the sale of the Property by Seller's City Council. If a remonstrance petition is successfully filed pursuant to Neb. Rev. Stat. 16-202 before the expiration of the Remonstrance Period and thereafter successfully upheld, then this Agreement shall be deemed automatically terminated and the Earnest Money shall be returned to Buyer. If the Remonstrance Period is successfully completed, the successful completion date shall be referred to herein as the "Remonstrance Date".

Buyer acknowledges that the Property is currently being used for agricultural purposes, and agrees to reimburse Seller for the fair market value of any crops damaged by Buyer during the Due Diligence Period as a result of Buyer's testing or inspection of the Property; provided, however, in no extent shall such damages exceed \$250.00 per acre. Seller shall be responsible for coordinating any damage payments with the tenant under the Farm Lease, and shall indemnify, defend and hold Buyer harmless from and against any claims or causes of action initiated by the tenant under the Farm Lease against Buyer. Any damages alleged by the tenant under the Farm Lease in excess of \$250.00 per acre shall be Seller's responsibility. The forgoing shall survive Closing and the recording of the Deed.

6. SELLER'S REPRESENTATIONS AND WARRANTIES

Seller hereby represents, warrants and covenants with Buyer as follows: (a) Seller is not aware of being in violation of any ordinance, statute, rule or regulation with respect to the Property; (b) Seller has no knowledge of any gas wells or other wells (whether capped or uncapped, plugged or unplugged) on or about the Property; (c) there are no encroachments on the Property by any improvements located on any adjoining property; (d) no person presently has any right to possession of any part or all of the Property other than Seller or any tenant pursuant to the Farm

Lease; (e) Seller has no knowledge of the presence of any toxic or hazardous substances, as those terms are currently understood under Federal EPA Regulations, on or under the surface of the Property; (f) Seller has no knowledge of any underground storage tanks on the Property; (g) Seller is fully authorized to enter into this Agreement; (h) except for the Farm Lease (which shall not be modified by Seller without Buyer's consent), no leases affect the Property and none will be made without the consent of Buyer and, except as otherwise set forth in the title commitment to be obtained by Buyer, no other encumbrances affect the Property and none will be made without the consent of Buyer; (i) Seller shall not alter or modify the physical nature or characteristics of the Property or any part thereof; (j) no work has taken place on the Property in the last one hundred fifty (150) days which would create in any party a right to a lien against the Property, except for such work that has been fully paid for by Seller; (k) to Seller's knowledge and belief, there are no threatened or pending special assessments, zoning applications, IRS claims, CLOMR/LOMRs, condemnation, zoning, or other proceedings or litigation with respect to the Property; (l) Seller shall conduct its business involving the Property in the ordinary course, and during said period, Seller shall: (i) not transfer or convey the Property or any portion thereof or create on the Property or any portion thereof any easements, liens, mortgages, encumbrances (including, but not limited to, leases or occupancy agreements) or other interests; (ii) not enter into any contracts or other commitments regarding the Property which are not terminable upon thirty (30) days prior written notice without the prior written consent of Buyer; (iii) continue to maintain, repair and replace the Property in at least the manner which Seller has previously maintained, repaired and replaced the Property; (iv) comply with all laws or municipal ordinances, regulations, orders or requirements affecting the Property; and (v) deliver notice to Buyer of (1) any suits or claims affecting the Property that Seller has or receives knowledge of, or (2) any actual or threatened condemnation of any portion of the Property or any adjacent parcel of land that Seller has or receives knowledge of; (m) Seller is not a foreign person which requires Buyer to withhold proceeds or to deduct, withhold or pay any amount of tax pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended; (n) Seller has provided Buyer with the approximate location(s) of all existing utilities; and (o) the Property is not located in a sanitary and improvement district.

Except as provided herein to the contrary or any documents delivered to Buyer at Closing, the Property is being sold in its "as is" condition.

7. CONVEYANCE OF TITLE

Seller shall deliver or cause to be delivered to Buyer, or its nominee, at Closing, a duly recordable general warranty deed ("Deed"), conveying fee simple title to the Property, free and clear of all defects of title, liens and encumbrances whatsoever, except for restrictions, easements, limitations, reservations and conditions of record, which are approved by Buyer, and except current taxes and assessments which are a lien but which are not yet due and payable, and zoning ordinances, and further excepting any liens or encumbrances created or caused by Buyer. If the Property is not comprised of separate tax parcels, Seller shall at its cost prior to Closing, obtain a lot split of the Property, creating a separate tax parcel for the Property.

8. TITLE EVIDENCE

Buyer shall arrange for the Escrow Agent to issue in favor of Buyer an ALTA owner's fee policy of title insurance ("Title Policy"), with standard exceptions omitted, in the amount of the Purchase Price of the Property, showing title, to and including the date of the recording of the Deed, to be the quality and the condition required by the terms hereof. Should a matter in the title or on any survey obtained by Buyer appear that is not acceptable to Buyer, Buyer shall notify Seller of the same prior to expiration of the Due Diligence Period, as extended, and Seller shall then have thirty (30) days to cure such matter(s). If such matters are not cured within thirty (30) days, Buyer may, at its option, elect to accept such title as Seller is able to furnish or terminate this Agreement, in which case all funds and documents shall be returned to the party depositing same. Notwithstanding the foregoing or anything contained in this Agreement to the contrary, Buyer shall not be required to object to any mortgages or liens voluntarily entered into by Seller or construction liens which can be eliminated or discharged by the payment of a liquidated sum of money (collectively, the "Monetary Encumbrances"), and Seller shall be obligated to eliminate and discharge any and all of the Monetary Encumbrances on or before the Closing. If Seller does not eliminate or discharge the Monetary Encumbrances by Closing, Buyer may do so and deduct the cost thereof from the Purchase Price. In the event any new title exceptions are recorded against the Property after the Effective Date of this Agreement and prior to Closing ("New Exception Items"), the same shall automatically be deemed objected to by Buyer, and in the event Seller is unwilling or unable to cure the same, Buyer may, at its option, elect to accept such title as Seller is able to furnish or terminate this Agreement, in which case all funds and documents shall be returned to the party depositing the same (provided, however, the foregoing does not relieve Seller of liability in the event the event the New Exception Items were recorded in violation of the provisions of this Agreement).

9. POSSESSION

Buyer shall be given exclusive possession of the Property upon transfer of title. The Farm Lease shall be deemed automatically terminated as of the Closing. Any crops remaining on the Property after Closing shall be deemed abandoned, and Buyer shall not be responsible for payment of any damages or reimbursement to the tenant under the Farm Lease for any damage to, or removal of, crops remaining on the Property after Closing. Seller shall indemnify Buyer for any claims or damages alleged by the tenant under the Farm Lease as a result of Buyer's activities on the Property after Closing. Any oral agreements for the leasing of the Property for farming purposes shall be converted into a written agreement no later than August 15 following the Effective Date of this Agreement, such that the same does not automatically renew for the following farming season on September 1 and can be automatically terminated as of the Closing in accordance with the terms of this Section. The foregoing obligations shall survive Closing and recording of the Deed.

10. TAX PRORATION

Real estate taxes that become delinquent in the year of Closing shall be treated as though current and shall be prorated as of the date of transfer based on the County Treasurer's tax duplicate and tax rate at such date. If the proration at Closing is based on tax assessments and bills covering a tax parcel that is larger than but includes the Property, then the portion of such tax bills pertaining to the Property shall be determined by allocation on a per-acre basis, with appropriate allocation

of taxes attributable to improvements on the assessed parcel based upon the location of same on the parcel (so the Buyer pays no taxes attributable to improvements that are not located on the Property). Seller shall pay at Closing (or credit Buyer, to the extent not yet due and payable at Closing) all reassessed assessments and/or respread taxes upon the Property and all additional or "recaptured" or "rollback" taxes payable by reason of loss of any tax exemption, reduction or abatement, including any agricultural recoupment.

11. CLOSING

Provided the Closing Condition (defined herein) is satisfied, this transaction shall be closed within sixty (60) days after the expiration or Buyer's earlier waiver of the Due Diligence Period, as may be extended ("Closing") and all funds and documents required hereunder shall be deposited in escrow at Closing. The Escrow Agent shall close this transaction when it has in its possession and available for recording and subsequent delivery to Buyer the Deed, and is prepared to issue the Title Policy, with standard exceptions omitted, in the amount of the Purchase Price and when it has in its possession and available for delivery to Seller the Purchase Price less the charges set forth below. As used herein, "Closing Condition" means there are no general moratorium or similar restrictions imposed by any governmental authority or utility supplier with respect to the issuance of building permits for the Project, or sanitary sewer, water or electricity connections with respect thereto, or any other item necessary for construction. The Closing Condition may be waived by Buyer in writing prior to or at Closing.

12. CHARGES IN ESCROW

The Escrow Agent shall charge Buyer with: one-half (1/2) of the escrow fee, the cost of recording the Deed, one-half (1/2) of the cost of the owners Title Policy and other title charges, and the cost of the lender's title policy and any requested endorsements; and Seller with: the cost of any transfer or conveyance fee, including, without limitation, State Documentary Tax, one-half (1/2) of the escrow fee, and one-half (1/2) of the cost of the owners Title Policy and other title charges.

13. RISK OF LOSS

Seller shall bear the risk of loss by fire or other acts of hazard until the transfer of title.

14. BROKER'S COMMISSION

Buyer and Seller each warrants and represents that no other real estate brokers besides Colm Breathnach of Sage Capital Real Estate Investments, who represents Seller, and Ryan Kuehl of Investors Realty Inc., who represents Buyer, are entitled to a commission in this transaction. At Closing, Seller shall pay a commission equal to five percent (5%) of the Purchase Price, which commission shall be split between the aforementioned brokers. Buyer and Seller shall each indemnify, defend and hold the other party harmless from and against any claim, loss, liability or expense incurred by such party as a result of a claim by a broker or finder through such

indemnifying party. The foregoing indemnification obligations shall survive Closing and the recording of the Deed.

15. SURVIVAL OF REPRESENTATIONS

All representations and warranties contained herein are made as of the Effective Date and shall be deemed to have been made again on the date title transfers without merger, and shall survive such date and the delivery and recording of the Deed to the Property and any other instrument of conveyance.

16. DEFAULT

If Seller fails to perform any of Seller's obligations under this Agreement and such failure shall continue for a period of thirty (30) days after notice from Buyer, then Buyer shall be entitled to the immediate return of the Earnest Money and Extension Fee(s), if any, and Seller shall pay for any escrow and/or title fees and both parties shall be relieved of all further liability hereunder, or Buyer may bring suit for damages, specific performance or equitable relief against Seller. If Buyer fails to perform any of Buyer's obligations under this Agreement and such failure continues for a period of thirty (30) days after notice from Seller, then Seller may, as Seller's sole and exclusive remedy, retain (or have paid to Seller on demand) the Earnest Money and Extension Fee(s), if any, as liquidated damages, and both parties shall be relieved of all further liability hereunder.

17. NOMINEE

Buyer has the right to take title to the Property in the name of a nominee and Buyer has the right to assign this Agreement.

18. NOTICE

All notices, requests and other communications under this Agreement shall be in writing and shall be deemed given when (a) made by personal delivery; (b) sent by a reputable national overnight delivery service; or (c) sent by email and confirmed by delivering a copy of such email notice by another permitted means, provided that such notice shall be deemed effective upon transmittal of email (not upon dispatch or receipt of a copy). All notices required or permitted hereunder shall be addressed as follows, and notices shall be deemed given on the date on which the notice is received, or receipt is rejected, by a party:

If to Seller:

City of Bellevue
Attn: City Administrator
1500 Wall Street
Email: Jim.ristow@bellevue.net

with a copy to:

City Attorney
Attn: Bree Robbins
E-mail: bree.robbs@bellevue.net

If to Buyer:

Chief Legal Officer
Redwood USA LLC
7007 E. Pleasant Valley Road
Independence, OH 44131
E-mail: legal@byRedwood.com

with a copy to:

Edward A. Hurtuk, Esq.
Walter Haverfield LLP
6120 Parkland Blvd., Suite 100
Cleveland, Ohio 44124
E-mail: ehurtuk@walterhav.com

19. COMPUTING ANY TIME PERIOD.

Wherever this Agreement requires that something be done within a specified period of days, the period shall (a) not include the day from which the period commences, (b) include the day upon which the period expires, (c) expire at 5:00 p.m. local time on the day upon which the period expires and (d) unless otherwise specified in this Agreement shall be construed to mean calendar days, provided, that if the final day of the period falls on a Saturday or Sunday or legal holiday (limited to the day set aside by statute for observing New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, or Christmas Day), it shall be extended to first business day thereafter. Time is of the essence for purposes of this Agreement. In the event Buyer is delayed in complying with any term or satisfying any condition of this Agreement ("Delay") as a result of an outbreak and/or the spread of an epidemic, pandemic (including, without limitation, COVID-19), or other disease causing local, regional, or national emergency (in any event, a "Pandemic"), Buyer may notify Seller of such Delay ("Pandemic Notice"); upon Buyer's delivery of the Pandemic Notice to Seller, all deadlines set forth in this Agreement shall be deemed tolled, day-for-day, from and after the Pandemic Notice until Buyer is able to resume normal business operations (i.e., as they existed prior to the Pandemic).

20. MISCELLANEOUS

This Agreement shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the parties hereto and represents the entire understanding

between the parties and may be modified only in writing signed by the parties. Each person executing this Agreement on behalf of Buyer or Seller represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement on behalf of such party, and that the Agreement is a valid and legal agreement, binding on the respective party and enforceable in accordance with its terms. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument. Any electronic delivery (e.g., email, fax, .pdf, .jpg, photograph, etc.) of a party's signature on any copy of this Agreement shall be deemed to be the delivery by such party of its original binding signature hereon. This Agreement is to be governed by and construed in accordance with the laws of the state in which the Property is located. Buyer and Seller each reserve the right to classify this transaction as a like-kind exchange under Section 1031 of the Internal Revenue Code. The parties consent to an assignment of this agreement to a "qualified intermediary" under I.R.C. Section 1031. Each party shall cooperate with the other, but shall not be required to incur additional expense or delays, by reason of the other party's intended exchange. From and after the Effective Date hereof, this Agreement and the terms and provisions contained herein ("Confidential Information") shall be kept confidential between Buyer, Seller and any brokers referenced in Section 14 hereof. Buyer and Seller may share the Confidential Information (i) with their respective officers, directors, employees, affiliates, representatives, agents and consultants (including, without limitation, brokers, financial advisors, attorneys, and other consultants), (ii) at Buyer's discretion, as required in order to obtain Approvals, (iii) to the extent the same was or becomes generally known to the public through no wrongful act of the party subsequently disclosing the same, and (iv) as required by applicable law (upon reasonable advance notice to the other party, to the extent practicable, but shall not otherwise share the Confidential Information without the express written consent of the other party. Buyer and Seller shall take such steps as necessary to impose the foregoing obligation on the respective party's officers, directors, employees, affiliates, representatives, agents and consultants (if applicable). From and after the Effective Date, unless/until this Agreement is terminated in accordance with the provisions set forth herein, Seller shall not, directly or indirectly, (i) solicit, initiate, encourage or accept proposals or offers relating to the purchase/sale of the Property, or (ii) participate in any discussions or negotiations regarding, or furnish to any person or entity other than Buyer, any non-public information with respect to the Property or the contemplated purchase/sale thereof. Seller shall take such actions as necessary to impose the foregoing restrictions on Seller's officers, directors, employees, representatives, agents, and broker (if applicable).

[signature page follows]

The parties have hereunto set their hands effective as of the Effective Date.

SELLER:

CITY OF BELLEVUE

By: _____

Print Name: _____

Its: _____

BUYER:

REDWOOD USA LLC,
an Ohio limited liability company

By: _____

David Conwill, Authorized Member

Exhibit "A"

Property

PPN 011592932 – LOT 4 DANIELL'S FARM ADDITION (7.11 AC)

PPN 011592933 – LOT 5 DANIELL'S FARM ADDITION (17.74 AC)



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

14a.
12/7/2021

COUNCIL MEETING DATE: 12/07/2021		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 checked="" type="checkbox"/>
RESOLUTION	<input type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Request for site plan approval for Lot 2, Fontenelle Replat 1, for the purpose of rebuilding an 11-unit apartment building. Applicant: Mark Sanford. General Location: Forest Drive and Hackberry Court.

SYNOPSIS/BACKGROUND:

Mark Sanford is requesting site plan approval for Lot 2, Fontenelle Replat 1, for the purposes of rebuilding an 11-unit apartment building which was destroyed by fire. The applicant desires to rebuild in a different location on the property in order to meet ADA/Code requirements which were not previously met due to the age of the development. Original site plan approval was granted by the City Council in April 1967 which allows for the multi-family residential development on this property.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

The Planning Department and Planning Commission are both recommending approval of this request.

ATTACHMENTS:

- | | | |
|---|--|-------------------------|
| 1. <input type="text" value="PC Recommendation"/> | 2. <input type="text" value="Staff Report"/> | 3. <input type="text"/> |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures in blue ink]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Mark Sanford

CASE #: Z-2109-17

CITY COUNCIL HEARING DATE: December 7, 2021

REQUEST: for site plan approval for Lot 2, Fontenelle Replat 1, for the purpose of rebuilding an eleven-unit apartment building.

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

APPROVAL based upon conformance with the Zoning Ordinance and the Comprehensive Plan.

VOTE:

Yes:	Four:	No:	One:	Abstain:	One:	Absent:	Three:
	Hankins		Aerni		Casey		Perrin
	Cutsforth						Compton
	Ritz						Jacobson
	Ackley						

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

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT #2

CASE NUMBER: Z-2109-17

FOR HEARING OF:

REPORT #1: October 28, 2021

REPORT #2: December 7, 2021

I. GENERAL INFORMATION

A. APPLICANT:

Mark Sanford
1306 N 162nd Street
Omaha, NE 68118

B. PROPERTY OWNER:

MFR Partners XVI LLC
735 Lake Street East
Wayzata, MN 55391

C. GENERAL LOCATION:

Hackberry Court and Forest Drive

D. LEGAL DESCRIPTION:

Lot 2, Fontenelle Replat 1, located in the Southwest $\frac{1}{4}$ of Section 24, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

Site Plan Approval for Lot 2, Fontenelle Replat 1.

F. EXISTING ZONING AND LAND USE:

RS-120-PS, Multi-Family Residential

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain site plan approval for the purpose of rebuilding an 11-unit apartment building.

H. SIZE OF SITE:

The site is approximately 15 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently developed as a multi-family residential development.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** RS-120-PS (Single-family Residential/across West Martin Drive)
2. **East:** RS-120-PS (Single-family Residential/across West Martin Drive)
3. **South:** RS-120-PS (Single-family Residential) and RE (Residential Estates)
4. **West:** RS-120-PS (Single-family Residential) and RE (Residential Estates)

C. REVELANT CASE HISTORY:

1. On August 14, 1998, the small subdivision plat of Lots 1 and 2, Fontenelle Replat I, being a replat of Lot 235, part of Lot 221 (A.K.A. Lot 221B) and Lot 236 (A.K.A. Lot 236B), Fontenelle, and all of Tax Lot 24-B in Section 24, and part of Tax Lot 9A2A1 (A.K.A. Tax Lot 9A2A1B), located in Section 25, all in T14N, R13E of the 6th P.M., Sarpy County, Nebraska, was administratively approved.

2. On October 28, 2021, the Planning Commission voted to recommend approval of a request for site plan approval for Lot 2, Fontenelle Replat 1, for the purpose of rebuilding and 11-unit apartment building.

D. APPLICABLE REGULATIONS:

1. Section 5.08, Zoning Ordinance, regarding RS-120 uses and requirements.
2. Section 5.17, Zoning Ordinance, regarding PS uses and requirements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan shows this area as multi-family residential.

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data available for this location.
2. The proposed development will have access from Hackberry Court connecting to Forest Drive.

D. UTILITIES:

All utilities are available to this property.

E. ANALYSIS:

1. Mark Sanford, on behalf of Elevate Living, LLC, has submitted a request for site plan approval for Lot 2, Fontenelle Replat 1, for the purpose of rebuilding an apartment building.
2. The proposal consists of 11 units in a three-story apartment building. The proposed building would replace an 11-unit apartment building (Building #24) located on the other side of the apartment complex near West Martin and Greenbrier Court destroyed by fire in March 2021.
3. The April 20, 1967 ordinance which approved the entire 174 (+/-) acre Fontenelle Hills development, allowed for this multi-family residential development in an RS-120 zoning district. The entire development has the same zoning density with provisions on specific parcels to allow for single-family residential, multi-family residential, or recreational permitted uses within the RS-120-PS zoning. As such, the applicant will not need to request a change of zone since it is allowed by the original ordinance. The -PS overlay does require site plan approval.
4. The proposed site plan shows the new building will be relocated and placed where the existing basketball court sits. Due to steep hill slopes on the original site of Building #24, the applicant would not meet 5% grade or ADA Egress Guidelines. This new location meets the 5% grade and ADA egress guidelines.
5. Hackberry Court is a private street maintained by the apartment complex. There is an existing ingress-egress easement recorded for this street.
6. The site plan shows twenty-two total parking stalls. Two of the twenty-two are ADA accessible. The ordinance requires a minimum of twenty-two parking stalls. Based on conversations during the October 28, 2021 Planning Commission meeting, the applicant adjusted the location of nine of the parking stalls. Staff has reviewed these revisions and found them acceptable. The original site plan, as well as the revised site plan are attached to this report for review.

7. Since the original basketball court is being removed to facilitate construction of the new building, the site plan proposes a new half basketball court adjacent to the pool on the north side, for the recreation of the residents. The previous building location and parking area will be turned into green space.

8. This application was sent out to the following departments 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 also stated if the requested department did not have comments pertaining to the application, no response was needed.

Matt Knight, Public Works Engineer, had technical comments pertaining to the site plan. The applicant's engineer has addressed Mr. Knight's concerns.

No other comments were received on this case.

9. The Future Land Use Map of the Comprehensive Plan designates this property as multi-family residential.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance and the Comprehensive Plan.

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance and the Comprehensive Plan

VI. ATTACHMENTS TO REPORT

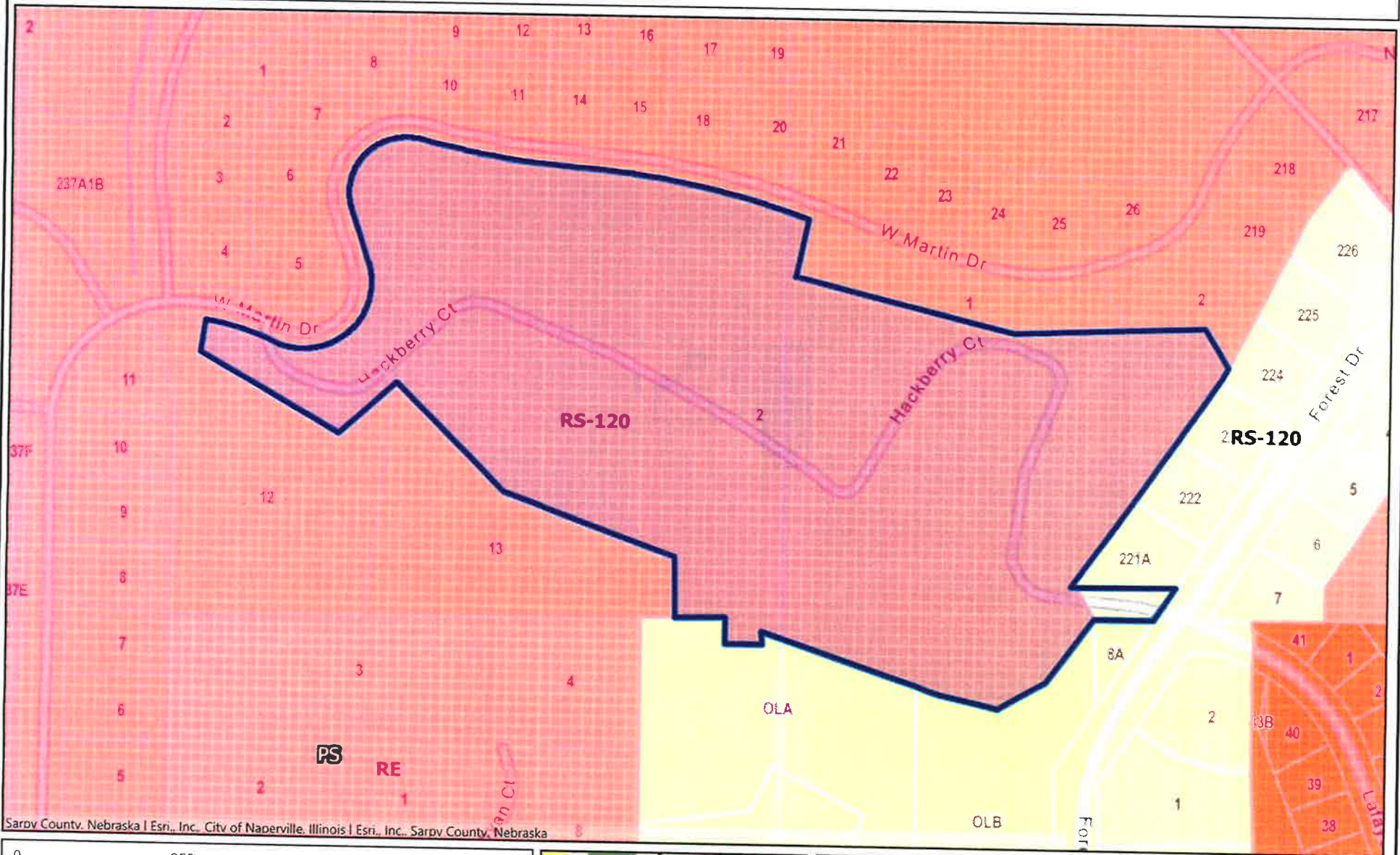
1. Zoning/Vicinity Map
2. 2020 GIS aerial photo of the property
3. Site plan received October 20, 2021
4. Revised site plan received November 17, 2021
5. Alta Survey received September 24, 2021
6. Civil Engineering documents dated November 17, 2021
7. Letters from Marty & Nancy Giff received October 20 and October 26, 2021
8. Email from Jennifer Wilson received October 26, 2021
9. Email from Brian Wilson received October 26, 2021
10. Letter from Reba and John Kevern received October 27, 2021

VII. COPIES OF REPORT TO:

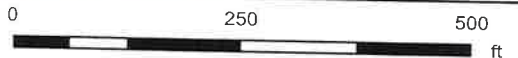
- 1. Mark Sanford
- 2. Tom Pennington, Elevate Living, LLC
- 3. Thomas Jizba, Atlas Engineering
- 4. David Levy
- 5. Public Upon Request


Assistant Planning Manager


Planning Manager 11/29/21
Date of Report

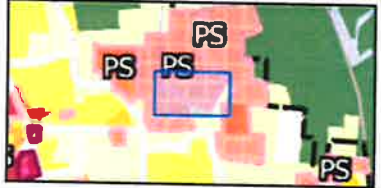


Sarpy County, Nebraska | Esri, Inc. City of Naperville, Illinois | Esri, Inc. Sarpy County, Nebraska



Map Scale 1: 3185

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

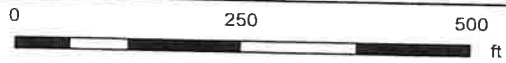


Notes





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



Map Scale 1: 3185

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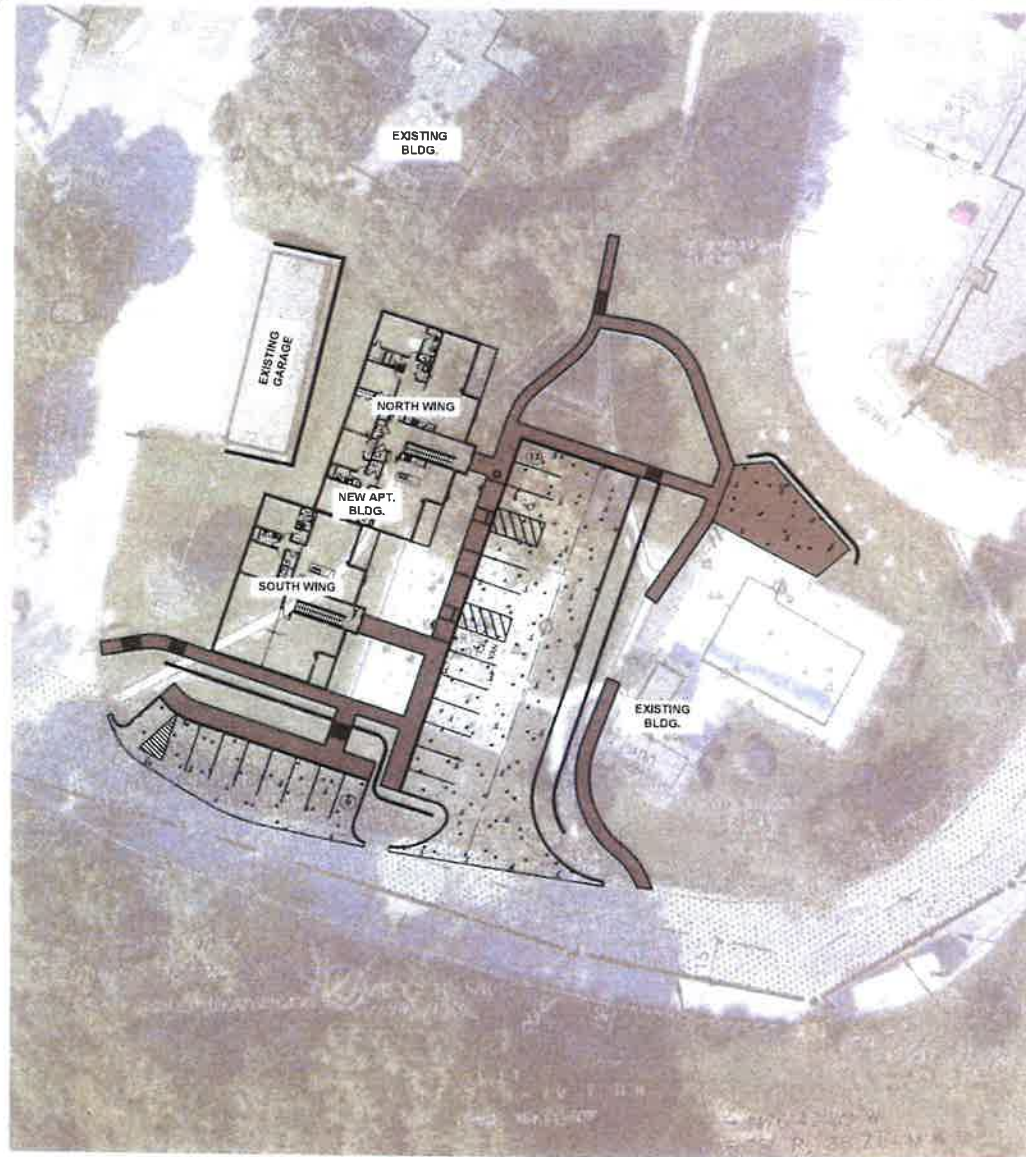
Notes



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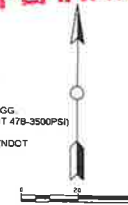
OCT 20 2021

PLANNING DEPT.



SITE LAYOUT LEGEND

- PROPOSED 7" CONCRETE (NOOT 478-3500PSI)
- PROPOSED 5" CONCRETE W/ 4" AGG. SUBGRADE AT TOP GEGRID (NOOT 478-3500PSI)
- PROPOSED 5" CONCRETE WALK (NOOT 478-3500PSI)
- CONCRETE INTEGRAL CURB



PAVING NOTES:

- 1 ALL DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED
- 2 PAVEMENT SUBGRADE TO A DEPTH OF 12 INCHES AND A WIDTH OF 2 FEET OUTSIDE PAVEMENT EDGES SHALL BE COMPACTED AS SPECIFIED IN THE LOCAL TYPICAL REQUIREMENTS TABLE OR GEOTECHNICAL REPORT
- 3 THE CONTRACTOR SHALL CONTACT THE GEOTECHNICAL ENGINEER TO OBSERVE THE SUBGRADE PRIOR TO PAVEMENT PLACEMENT TO DELINEATE ANY AREAS WHERE SUBGRADE DIVERSIFICATION MAY BE REQUIRED
- 4 SUBGRADE SHALL BE MOIST PRIOR TO THE POURING OF CONCRETE
- 5 AT THE LOCATION OF WHEELCHAIR RAMPS CONTRACTOR SHALL DROP THE CURB IN ACCORDANCE WITH CITY OF OMAHA STANDARD PLATE 504-D1
- 6 THE CONTRACTOR IS REFERENCED TO THE FOLLOWING CITY OF OMAHA STANDARD PLATES:
 - 521-01 CONCRETE JOINTS
 - 504-01 CONCRETE CURBS
 - 800-01 SEGMENTED RETAINING WALL (NOOT) GEGRID REINFORCEMENT TO BE INSTALLED EVERY OTHER IN ROCK COURSE
 - 808-01 PCC STAIRS
- 7 CONCRETE MIX SHALL BE TYPE 478 TRADITIONAL MIX PER NOOT STANDARD SPECIFICATIONS. CEMENT SHALL BE TYPE III. CONCRETE MIX DESIGN SHALL HAVE A MINIMUM OF 50% TYPE II AGGREGATE AND AIR CONTENT SHALL BE BETWEEN 0% AND 0.5% MAX WATER/CEMENT RATIO SHALL BE 0.45. ALL CONCRETE PAVEMENT SHALL HAVE MINIMUM COMPRESSIVE STRENGTH OF 3500 PSI WHEN TESTED IN ACCORDANCE WITH ASTM C672 28 DAYS. CONTRACTOR SHALL HAVE FIELD TESTS CONDUCTED AND 3 CONCRETE CYLINDERS COLLECTED BY A QUALIFIED OMMER. CONTRACTOR SHALL PROVIDE CONCRETE FIELD AND COMPRESSIVE TEST RESULTS TO THE OMMER
- 8 CURBS SHALL BE TYPE A IN ACCORDANCE WITH CITY OF OMAHA STANDARD PLATE 504-D1 UNLESS OTHERWISE NOTED
- 9 CONCRETE PAVEMENT SHALL BE CURED USING A LIQUID MEMBRANE FORMING COMPOUND AT THE CONCENTRATIONS AND APPLICATION RATES RECOMMENDED BY THE MANUFACTURER
- 10 WATER REDUCING ADMIXTURE SHALL BE ADDED TO ALL HAND-PLACED AND FINISHED CONCRETE
- 11 ALL CONCRETE SHALL BE FINISHED WITH A WET BURLAP OR CANVAS DRAG
- 12 CONCRETE PAVEMENT JOINTS SHALL NOT EXCEED 1'-0" ALL PANELS SHOULD BE SQUARE OR NEARLY SO. THE LENGTH OF THE PANEL SHALL NOT EXCEED 1.5 TIMES THE WIDTH
- 13 WHERE APPLICABLE JOINTS SHALL MATCH EXISTING JOINT PATTERN
- 14 ALL JOINTS SHALL BE SAWCUT AND SEALED WITH HOT POUR SEALANT TO WITHIN 1/4" OF CONCRETE SURFACE
- 15 CONTRACTOR TO PLACE EXPANSION MATERIAL WHERE CONCRETE ABUTS BUILDING
- 16 TIE BARS SHALL BE UTILIZED AT ALL LOCATIONS WHERE PROPOSED CONCRETE IS TYING INTO EXISTING CONCRETE THE BARS SHALL BE #5 AT 18" IN LENGTH AND PLACED AT 33" C/C AT MID DEPTH OF THE SLAB
- 17 ALL REBAR SHALL BE BROXY COATED
- 18 EXPANSION JOINT SHALL BE INSTALLED WHERE DRIVEWAYS AND/OR SIDEWALKS ABUT AND SEALED WITH HOT POUR SEALANT

PAVEMENT MARKING NOTES:

- 1 PAVEMENT MARKINGS SHALL BE 4" WHITE PERMANENT PAVEMENT MARKING PAINT APPLY PER MANUFACTURERS RECOMMENDATIONS
- 2 PERMANENT PAVEMENT MARKING PAINT SHALL BE IN ACCORDANCE WITH CITY OF OMAHA STD SPECIFICATION SECTION 808.02(A) OR APPROVED EQUIVALENT
- 3 HANDICAP MARKINGS SHALL BE PER MUTCD STANDARDS

SIDEWALK NOTES:

- 1 SIDEWALK SUBGRADE TO A DEPTH OF 8 INCHES AND TO A WIDTH OF 8 INCHES OUTSIDE OF THE SIDEWALK EDGES SHALL BE COMPACTED AS SPECIFIED IN THE COMPACTOR REQUIREMENTS TABLE OR THE GEOTECHNICAL REPORT
- 2 THE CONTRACTOR IS REFERRED TO THE FOLLOWING CITY OF OMAHA STANDARD PLATES:
 - 504-D1 SIDEWALK
 - 504-D1 CONCRETE CURB RAMP
- 3 ALL SIDEWALKS SHALL BE CONSTRUCTED WITH 1.5% MAX CROSS SLOPE AND 4.5% MAX RUNNING SLOPE UNLESS PARALLEL AND MATCHING EXISTING STREET GRADE
- 4 SIDEWALK JOINT SHALL BE SQUARE NO LARGER THAN 7'x7' PANELS
- 5 CONCRETE PAVEMENT SHALL BE CURED USING A LIQUID MEMBRANE FORMING COMPOUND AT THE CONCENTRATIONS AND APPLICATION RATES RECOMMENDED BY THE MANUFACTURER
- 6 WATER REDUCING ADMIXTURE SHALL BE ADDED TO ALL HAND PLACED AND FINISHED CONCRETE
- 7 WHERE SHOWN ON PLANS CURB RAMPS SHALL INCLUDE CAST HIGH REPLACEABLE DETECTABLE WARNING PANELS (TRUNCATED DOME) WHICH COMPLY WITH THE AMERICANS WITH DISABILITIES ACT. APPROVED TYPES ARE:
 - BRICK DOME BY ADA SOLUTIONS INC
 - DETECTABLE WARNING PLATE #884 BY DEETER FOUNDRY INC
 - DETECTABLE WARNING PLATE BY EAST JORDAN IRON WORKS
 - TACTILE CAST IRON TILES BY LUTLE INC
 - ADVANTAGE TACTILE CAST IRON DETECTABLE WARNINGS
- 8 DETECTABLE WARNING PANELS SHALL BE "BRICK" COLOR OR APPROVED EQUAL

General Notes

GENERAL NOTES:

- 1 ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF OMAHA STANDARD SPECIFICATIONS LATEST EDITION UNLESS NOTED OTHERWISE ON PLAN
- 2 MECHANICAL, ELECTRICAL AND ARCHITECTURAL ELEMENTS SHOWN ON THE CIVIL PLANS ARE FOR INFORMATION ONLY. REFER TO THE APPROPRIATE DISCIPLINE DRAWINGS FOR DETAILS ON THESE ITEMS.
- 3 ALL DEBRIS RESULTING FROM CONSTRUCTION OPERATIONS SHALL BE HAULLED OFF SITE AND DISPOSED OF PROPERLY AT THE CONTRACTORS EXPENSE
- 4 THE CONTRACTOR SHALL PAY ALL PERMIT AND OTHER ASSOCIATED FEES AND COSTS REQUIRED BY LOCAL, STATE AND FEDERAL AGENCIES
- 5 CONTRACTOR SHALL FIELD VERIFY ALL EXISTING ELEVATIONS AND INVERTS PRIOR TO ANY CONSTRUCTION AND IF EITHER VARY SIGNIFICANTLY FROM THOSE SHOWN CONTACT THE ENGINEER IMMEDIATELY
- 6 CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANIES FOR ANY RELOCATION OF EXISTING UTILITIES
- 7 THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH A CONSTRUCTION RECORD SET OF DRAWINGS SHOWING TIES AND DEPTH OF EXISTING UTILITIES, BENCH AND FITTINGS

REMOVAL NOTES:

- 5 NO TREES SHALL BE REMOVED WITHOUT APPROVAL OF THE ENGINEER. TREES SHALL BE REMOVED ONLY WHERE THEY INTERFERE WITH CONSTRUCTION OF THE PROJECT
- 6 PAVEMENT REMOVAL ALONG PAVEMENT THAT IS TO REMAIN SHALL BE SAW CUT FULL DEPTH SAW CUTTING SHALL BE CONSIDERED SUBSIDIARY
- 5 CONTRACTOR IS RESPONSIBLE FOR LAWFUL REMOVAL & DISPOSAL OF ALL ITEMS
- 6 CONTRACTOR SHALL FIELD VERIFY EXISTING WATER AND SANITARY SERVICE LOCATIONS

1	CIPW - RESPONSE COMMENTS	10/19/21
No.	Responsible	Date

Atlas Engineering LLC

1001 N 10th St, Suite 100
Des Moines, IA 50319
515.281.1111

Professional Engineer
No. 10010
Exp. 12/31/2022

Project Name and Address

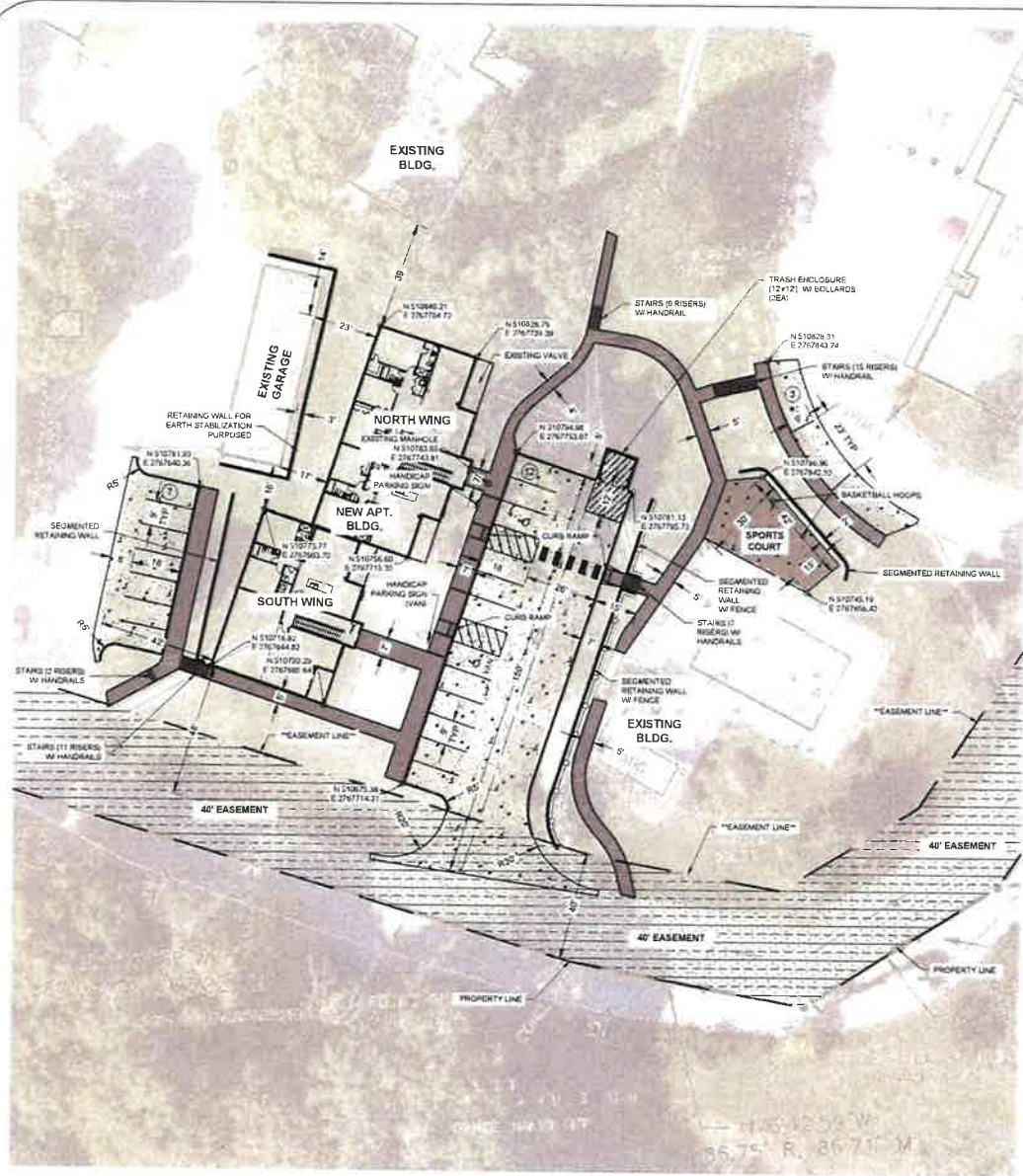
FONTENELLE HILLS RELOCATION & RE-BUILDING OF FIRE DAMAGED BUILDING #24 LOCATED AT 902 HACKBERRY COURT ELEVATE LIVING MGMT., LLC

Project Name	Sheet
NEW SITE PLAN	C100
Date	10/19/2021
Scale	1" = 20'

S_SITE.dwg

10/19/2021

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 NOV 17 2021
 PLANNING DEPT.



SITE LAYOUT LEGEND

- PROPOSED 7" CONCRETE (NDOT 47B-3500PSI)
- PROPOSED 5" CONCRETE W/ 4" AGG. SUBGRADE ATOP GEOGRID (NDOT 47B-3500PSI)
- PROPOSED 9" CONCRETE W/ 4" AGG. SUBGRADE ATOP GEOGRID (NDOT 47B-3500PSI)
- PROPOSED 5" CONCRETE WALK (NDOT 47B-3500PSI)
- CONCRETE INTEGRAL CURB

PAVING NOTES:

1. ALL DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
2. PAVEMENT SUBGRADE TO A DEPTH OF 12 INCHES AND A WIDTH OF 2 FEET OUTSIDE PAVEMENT EDGES SHALL BE COMPACTED AS SPECIFIED IN THE COMPACTION REQUIREMENTS TABLE OR GEOTECHNICAL REPORT.
3. THE CONTRACTOR SHALL CONTACT THE GEOTECHNICAL ENGINEER TO OBSERVE THE SUBGRADE PRIOR TO PAVEMENT PLACEMENT TO DETERMINE ANY AREAS WHERE SUBGRADE OVEREXCAVATION MAY BE REQUIRED.
4. SUBGRADE SHALL BE MOIST PRIOR TO THE POURING OF CONCRETE.
5. AT THE LOCATION OF WHEELCHAIR RAMPS CONTRACTOR SHALL DROP THE CURBS IN ACCORDANCE WITH CITY OF OMAHA STANDARD PLATE 501.01 CONCRETE PAVEMENT JOINTS 502.01 CONCRETE CURBS 600.01 SEGMENTED RETAINING WALL (NOTE: GEOGRID REINFORCEMENT TO BE INSTALLED EVERY OTHER BLOCK COURSE 600.01 RCC STAIRS)
6. THE CONTRACTOR IS REFERENCED TO THE FOLLOWING CITY OF OMAHA STANDARD PLATES 501.01 CONCRETE PAVEMENT JOINTS 502.01 CONCRETE CURBS 600.01 SEGMENTED RETAINING WALL (NOTE: GEOGRID REINFORCEMENT TO BE INSTALLED EVERY OTHER BLOCK COURSE 600.01 RCC STAIRS)
7. CONCRETE MIX SHALL BE TYPE 47B TRADITIONAL MIX PER NDOT STANDARD SPECIFICATIONS. CEMENT SHALL BE TYPE IFC. CONCRETE MIX DESIGN SHALL HAVE A MINIMUM OF 3% TYPE I AGGREGATE AND AIR CONTENT SHALL BE BETWEEN 0% AND 0.3%. MAX WATER/CEMENT RATIO SHALL BE 0.45. ALL CONCRETE PAVEMENT SHALL HAVE MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI WHEN TESTED IN ACCORDANCE WITH ASTM D26 AT 28 DAYS. CONTRACTOR SHALL HAVE FIELD TESTS CONDUCTED AND 3 CONCRETE CYLINDERS COLLECTED BY A QUALIFIED TESTING LAB FOR EVERY 100 CUBIC YARDS OR FOR EACH DAY'S POUR, UNLESS APPROVED OTHERWISE BY OWNER. CONTRACTOR SHALL PROVIDE CONCRETE FIELD AND COMPRESSIVE TEST RESULTS TO THE OWNER.
8. CURBS SHALL BE TYPE 'A' IN ACCORDANCE WITH CITY OF OMAHA STANDARD PLATE 502.01 UNLESS OTHERWISE NOTED.
9. CONCRETE PAVEMENT SHALL BE CURED USING A LIQUID MEMBRANE FORMING COMPOUND AT THE CONCENTRATIONS AND APPLICATION RATES RECOMMENDED BY THE MANUFACTURER.
10. WATER REDUCING ADMIXTURE SHALL BE ADDED TO ALL HAND-PLACED AND FINISHED CONCRETE.
11. ALL CONCRETE SHALL BE FINISHED WITH A WET BURLAP OR CANVAS DRAG.
12. CONCRETE PAVEMENT JOINTS SHALL NOT EXCEED 12'-0". ALL PANELS SHOULD BE SQUARE OR NEARLY SO. THE LENGTH OF THE PANEL SHALL NOT EXCEED 1.5 TIMES THE WIDTH.
13. WHERE APPLICABLE, JOINTS SHALL MATCH EXISTING JOINT PATTERN.
14. ALL JOINTS SHALL BE SAWCUT AND SEALED WITH HOT POUR SEALANT TO WITHIN 1/4" OF CONCRETE SURFACE.
15. CONTRACTOR TO PLACE 1" EXPANSION MATERIAL WHERE CONCRETE ABUTS BUILDING.
16. THE BARS SHALL BE UTILIZED AT ALL LOCATIONS WHERE PROPOSED CONCRETE IS TYING INTO EXISTING CONCRETE. THE BARS SHALL BE #4 AT 30" IN LENGTH AND PLACED AT 12" O.C. AT MID DEPTH OF THE SLAB.
17. ALL REBAR SHALL BE EPOXY COATED.
18. 1" EXPANSION JOINT SHALL BE INSTALLED WHERE DRIVEWAYS AND/OR SIDEWALKS ABUT AND SEALED WITH HOT POUR SEALANT.

PAVEMENT MARKING NOTES:

1. PAVEMENT MARKINGS SHALL BE 4" WHITE PERMANENT PAVEMENT MARKING PAINT. APPLY PER MANUFACTURERS RECOMMENDATIONS.
2. PERMANENT PAVEMENT MARKING PAINT SHALL BE IN ACCORDANCE WITH CITY OF OMAHA STD. SPECIFICATION SECTION 100.00.00 (OR APPROVED EQUIVALENT).
3. HANDICAP MARKINGS SHALL BE PER MUTCD STANDARDS.

SIDEWALK NOTES:

1. SIDEWALK SUBGRADE TO A DEPTH OF 8 INCHES AND TO A WIDTH OF 6 INCHES OUTSIDE OF THE SIDEWALK EDGES SHALL BE COMPACTED AS SPECIFIED IN THE COMPACTION REQUIREMENTS TABLE OR THE GEOTECHNICAL REPORT.
2. THE CONTRACTOR IS REFERRED TO THE FOLLOWING CITY OF OMAHA STANDARD PLATES 503.01 SIDEWALK 504.01 CONCRETE CURB RAMP
3. ALL SIDEWALKS SHALL BE CONSTRUCTED WITH 1.5% MAX CROSS SLOPE AND 4.5% MAX RUNNING SLOPE UNLESS PARALLEL AND MATCHING EXISTING STREET GRADE.
4. SIDEWALK JOINT SHALL BE SQUARE NO LARGER THAN 7'X7' PANELS.
5. CONCRETE PAVEMENT SHALL BE CURED USING A LIQUID MEMBRANE FORMING COMPOUND AT THE CONCENTRATIONS AND APPLICATION RATES RECOMMENDED BY THE MANUFACTURER.
6. WATER REDUCING ADMIXTURE SHALL BE ADDED TO ALL HAND PLACED AND FINISHED CONCRETE.
7. WHERE SHOWN ON PLANS CURB RAMPS SHALL INCLUDE CAST IRON REPLACEABLE DETECTABLE WARNING PANELS (TRUNCATED DOME) WHICH COMPLY WITH THE AMERICANS WITH DISABILITIES ACT. APPROVED TYPES ARE: IRON DOME BY ADA SOLUTIONS INC., DETECTABLE WARNING PLATE 4849 BY DEETER FOUNDRY, INC., DURALAST DETECTABLE WARNING PLATE BY EAST JORDAN IRON WORKS, TUFTELE CAST IRON TILES BY TUFTELE, INC., ADVANTAGE TACTILE CAST IRON DETECTABLE WARNINGMS.
8. DETECTABLE WARNING PANELS SHALL BE 'BRICK' COLOR OR APPROVED EQUAL.
9. SIDEWALK AROUND EXISTING SANITARY MANHOLE SHALL BE THICKENED TO 8" AND REINFORCED WITH #4 EPOXY COATED REBAR. SEE DETAIL 1.0N SHEET 3.000.

GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF OMAHA STANDARD SPECIFICATIONS LATEST EDITION UNLESS NOTED OTHERWISE ON PLAN.
2. MECHANICAL, ELECTRICAL, AND ARCHITECTURAL ELEMENTS SHOWN ON THE CIVIL PLANS ARE FOR INFORMATION ONLY. REFER TO THE APPROPRIATE DISCIPLINE DRAWINGS FOR DETAILS ON THESE ITEMS.
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6. CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANIES FOR ANY RELOCATION OF EXISTING UTILITIES.
7. THE CONTRACTOR SHALL PROVIDE THE RECORD SET OF DRAWINGS SHOWING TIES AND DEPTHS OF ALL UTILITY'S BENDS AND FITTINGS.

REMOVAL NOTES:

5. NO TREES SHALL BE REMOVED WITHOUT APPROVAL OF THE ENGINEER. TREES SHALL BE REMOVED ONLY WHERE THEY INTERFERE WITH CONSTRUCTION OF THE PROJECT.
4. PAVEMENT REMOVAL ALONG PAVEMENT THAT IS TO REMAIN SHALL BE SAW CUT FULL DEPTH. SAWCUTTING SHALL BE CONSIDERED SUBSIDIARY.
5. CONTRACTOR IS RESPONSIBLE FOR LAWFUL REMOVAL & DISPOSAL OF ALL ITEMS.
6. CONTRACTOR SHALL FIELD VERIFY EXISTING WATER AND SANITARY SERVICE LOCATIONS.

1	CBPW - RESPONSE COMMENTS	10/13/21
2	CBPW - RESPONSE COMMENTS	11/10/21
No.	Revised/Issue	Date



FONTENELLE HILLS RELOCATION & RE-BUILDING OF FIRE DAMAGED BUILDING #24 LOCATED AT 902 HACKBERRY COURT, ELEVATE LIVING MGMT., LLC

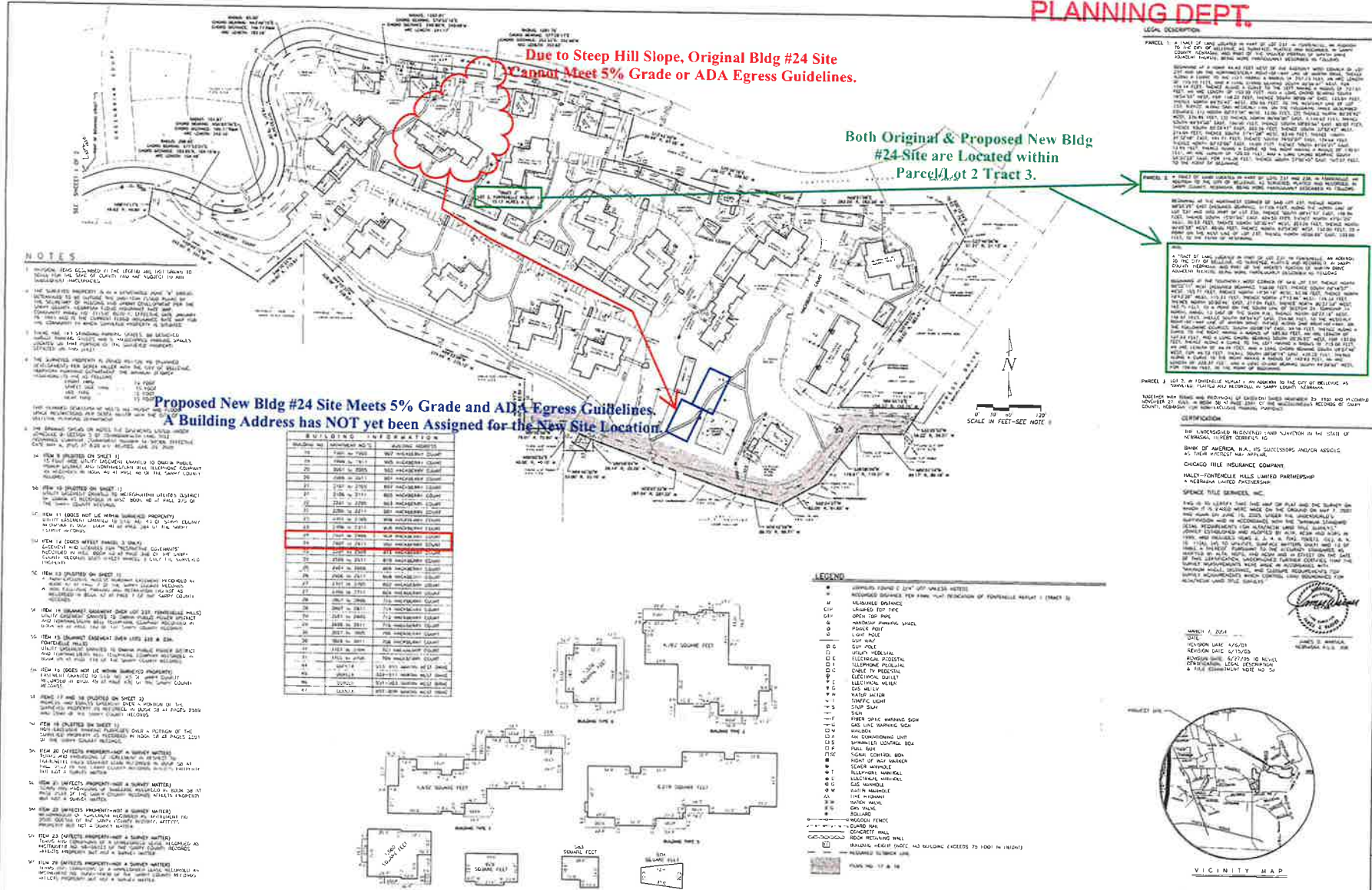
Project Name	Sheet
NEW SITE PLAN	C-100
Date	11/5/2021
Scale	1" = 20'

11/10/2021 S. dwg

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SEP 24 2021

PLANNING DEPT.



Due to Steep Hill Slope, Original Bldg #24 Site
Cannot Meet 5% Grade or ADA Egress Guidelines.

Both Original & Proposed New Bldg
#24 Site are Located within
Parcel/Lot 2 Tract 3.

Proposed New Bldg #24 Site Meets 5% Grade and ADA Egress Guidelines.
A Building Address has NOT yet been Assigned for the New Site Location.

- NOTES**
1. ORIGINAL PLANS SUBMITTED IN THE PAST ARE NOT TO BE USED FOR CONSTRUCTION PURPOSES.
 2. THE SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1983. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANTS. THE SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1983. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANTS.
 3. THERE ARE NO SHOWN PROPERTY LINES OR BOUNDARIES. THE SURVEYOR HAS NOT MADE ANY VISUAL CHECKS OF THE PROPERTY LINES OR BOUNDARIES.
 4. THE SURVEYED PROPERTY IS SHOWN WITHIN THE BOUNDARIES OF THE CITY OF DENVER. THE SURVEYOR HAS NOT MADE ANY VISUAL CHECKS OF THE PROPERTY LINES OR BOUNDARIES.

BUILDING INFORMATION

BUILDING NO.	MOVEMENT NO.	ADDRESS	STATUS
101	101-101-101	101 W. 101ST	RESIDENTIAL
102	102-102-102	102 W. 102ND	RESIDENTIAL
103	103-103-103	103 W. 103RD	RESIDENTIAL
104	104-104-104	104 W. 104TH	RESIDENTIAL
105	105-105-105	105 W. 105TH	RESIDENTIAL
106	106-106-106	106 W. 106TH	RESIDENTIAL
107	107-107-107	107 W. 107TH	RESIDENTIAL
108	108-108-108	108 W. 108TH	RESIDENTIAL
109	109-109-109	109 W. 109TH	RESIDENTIAL
110	110-110-110	110 W. 110TH	RESIDENTIAL
111	111-111-111	111 W. 111TH	RESIDENTIAL
112	112-112-112	112 W. 112TH	RESIDENTIAL
113	113-113-113	113 W. 113TH	RESIDENTIAL
114	114-114-114	114 W. 114TH	RESIDENTIAL
115	115-115-115	115 W. 115TH	RESIDENTIAL
116	116-116-116	116 W. 116TH	RESIDENTIAL
117	117-117-117	117 W. 117TH	RESIDENTIAL
118	118-118-118	118 W. 118TH	RESIDENTIAL
119	119-119-119	119 W. 119TH	RESIDENTIAL
120	120-120-120	120 W. 120TH	RESIDENTIAL
121	121-121-121	121 W. 121ST	RESIDENTIAL
122	122-122-122	122 W. 122ND	RESIDENTIAL
123	123-123-123	123 W. 123RD	RESIDENTIAL
124	124-124-124	124 W. 124TH	RESIDENTIAL
125	125-125-125	125 W. 125TH	RESIDENTIAL
126	126-126-126	126 W. 126TH	RESIDENTIAL
127	127-127-127	127 W. 127TH	RESIDENTIAL
128	128-128-128	128 W. 128TH	RESIDENTIAL
129	129-129-129	129 W. 129TH	RESIDENTIAL
130	130-130-130	130 W. 130TH	RESIDENTIAL
131	131-131-131	131 W. 131ST	RESIDENTIAL
132	132-132-132	132 W. 132ND	RESIDENTIAL
133	133-133-133	133 W. 133RD	RESIDENTIAL
134	134-134-134	134 W. 134TH	RESIDENTIAL
135	135-135-135	135 W. 135TH	RESIDENTIAL
136	136-136-136	136 W. 136TH	RESIDENTIAL
137	137-137-137	137 W. 137TH	RESIDENTIAL
138	138-138-138	138 W. 138TH	RESIDENTIAL
139	139-139-139	139 W. 139TH	RESIDENTIAL
140	140-140-140	140 W. 140TH	RESIDENTIAL
141	141-141-141	141 W. 141ST	RESIDENTIAL

- LEGEND**
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LEGAL DESCRIPTION

PARCEL 1

A TRACT OF LAND situated in part of Lot 231 in Block 10, Subdivision 10, Denver City and County, Colorado, and bounded as follows: on the north by the line of the 10th Avenue, on the east by the line of the 10th Avenue, on the south by the line of the 10th Avenue, and on the west by the line of the 10th Avenue.

PARCEL 2

A TRACT OF LAND situated in part of Lot 231 in Block 10, Subdivision 10, Denver City and County, Colorado, and bounded as follows: on the north by the line of the 10th Avenue, on the east by the line of the 10th Avenue, on the south by the line of the 10th Avenue, and on the west by the line of the 10th Avenue.

PARCEL 3

A TRACT OF LAND situated in part of Lot 231 in Block 10, Subdivision 10, Denver City and County, Colorado, and bounded as follows: on the north by the line of the 10th Avenue, on the east by the line of the 10th Avenue, on the south by the line of the 10th Avenue, and on the west by the line of the 10th Avenue.

ALTA/ASCM LAND TITLE SURVEY

DATE: MARCH 1, 2020

BY: [Signature]

SCALE: AS SHOWN

PROJECT: [Project Name]

DIAL EQUITIES, INC.

2 THOMPSON, DREESSEN & DORNER, INC.

1000 OLD MILL ROAD

DENVER, COLORADO 80202

TELE: (303) 733-0000

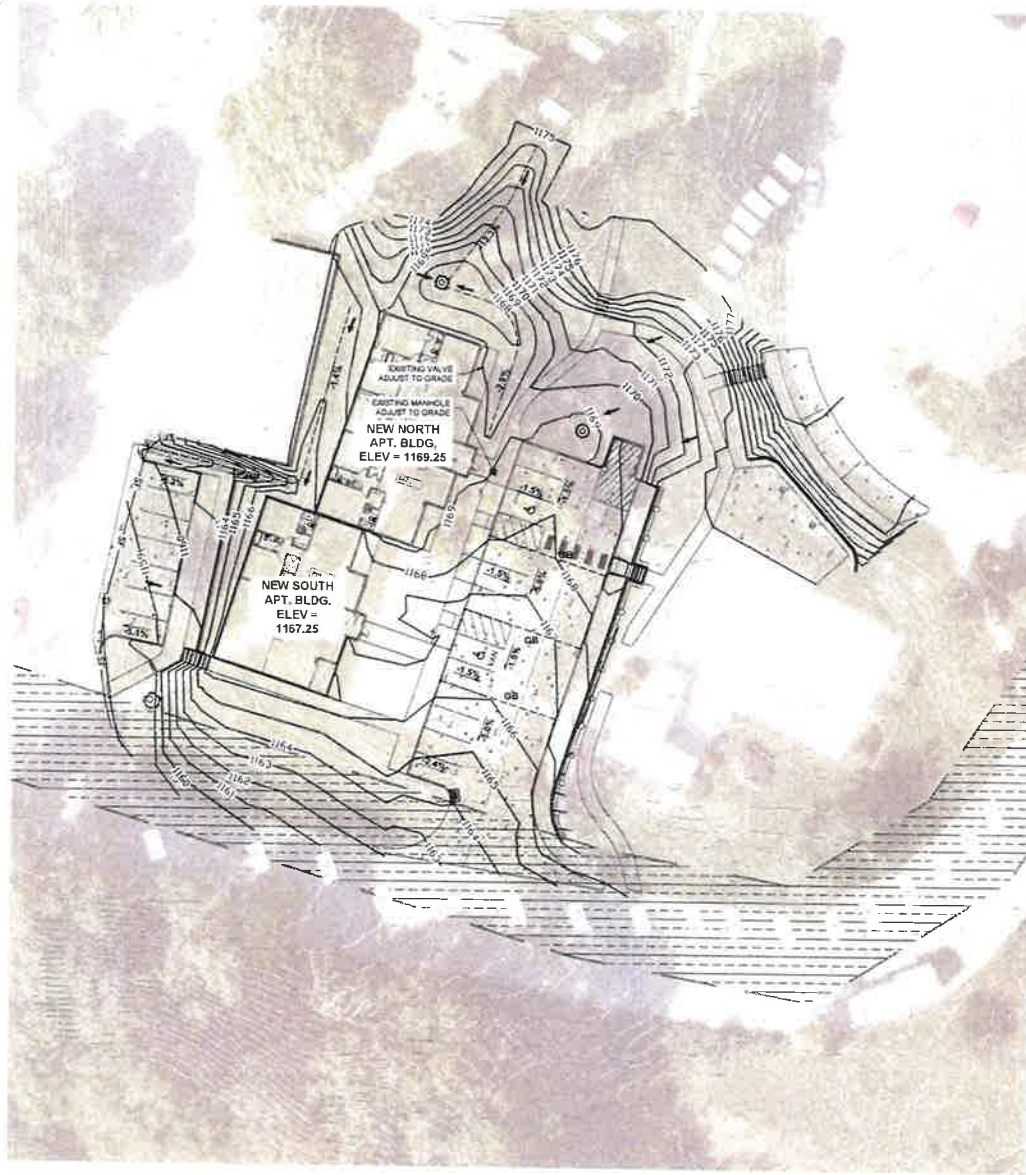
FAX: (303) 733-0000

WWW.TDDSD.COM

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PLANNING DEPT.



SITE GRADING LEGEND

- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- FLOW DIRECTION
- EXISTING SURFACE ELEVATION
- PROPOSED TOP OF CURB SURFACE ELEVATION
- PROPOSED TOP OF PAVEMENT SURFACE ELEVATION
- PROPOSED TOP OF GROUND SURFACE ELEVATION
- PROPOSED TOP OF WALL/BOTTOM OF WALL ELEVATION
- GRADE BREAK
- SILT FENCE

GRADING NOTES:

- 1 ALL GRADING OPERATIONS SHALL FOLLOW RECOMMENDATIONS PER THE GEOTECHNICAL REPORT
- 2 ALL FILL MATERIALS USED ON-SITE SHALL CONSIST OF APPROVED MATERIALS FREE OF ORGANIC MATTER AND DEBRIS
- 3 OFF-SITE BORROW MATERIAL SHALL BE TESTED AND APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO USE AS FILL ON-SITE
- 4 RUBBLE AND WASTE MATERIALS FROM SITE CLEARING AND DEMOLITION SHALL BE REMOVED FROM THE SITE AND LAWFULLY DISPOSED OR RECYCLED WASTE MATERIALS SHALL NOT BE BURIED ON-SITE
- 5 THE PROPOSED CONTOURS REPRESENT TOP OF PAVEMENT. IN ALL OTHER AREAS THEY REPRESENT THE FINISHED GROUND SURFACE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE PAVEMENT CROSS-SECTION DEPTH AND SHALL ADJUST THE SUBGRADE ELEVATION ACCORDINGLY PRIOR TO BEGINNING GRADING OPERATIONS
- 6 ALL HERBACEOUS VEGETATION SHALL BE REMOVED WITHIN THE LIMITS OF THE GRADING. THE STRIPPING FROM THIS SITE SHOULD BE STORED AND REDISTRIBUTED AS TOPSOIL IN ALL LAWSUITE AREAS. ALL EXCESS MATERIAL SHALL BE HAULED OFF-SITE
- 7 THE CONTRACTOR SHALL DETERMINE THE APPROXIMATE EARTHWORK QUANTITIES FOR HIS OWN PURPOSES
- 8 FOR PROPER COMPACTION OF FILL MATERIAL, BUILDING PAD PREPARATION AND PAVING SUBGRADE REQUIREMENTS, SEE GEOTECHNICAL REPORT
- 9 OBSERVATION AND TESTING BY A QUALIFIED TESTING LAB OR PROFESSIONAL GEOTECHNICAL ENGINEER SHALL OCCUR IN ALL FILL AREAS. DENSITY TEST REPORTS SHALL BE SUBMITTED TO THE ENGINEER AND OWNER
- 10 CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM THE STRUCTURES FOR ALL NATURAL AND PAVED AREAS
- 11 SLOPES SHALL BE UNIFORM TO AVOID PONDING
- 12 CONTRACTOR SHALL GRADE LOW SPOTS TO DRAIN
- 13 THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF ANY GRADING WILL TAKE PLACE BEYOND THE PROPERTY LINE
- 14 THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH A CERTIFIED TESTING AGENCY FOR OBSERVATION AND TESTING THROUGHOUT CONSTRUCTION
- 15 CONTRACTOR WILL BE HELD RESPONSIBLE FOR SETTLEMENT DUE TO IMPROPER COMPACTION
- 16 ALL DISTURBED AREAS SHALL BE SEEDED OR SODDED. SEEDING SHALL BE UNITED SEED - SUPER TURF OR APPROVED EQUAL
- 17 THE CONTRACTOR IS REFERRED TO THE FOLLOWING CITY OF OMAHA STANDARD PLATES 104-02 SILT FENCE

General Notes

GENERAL NOTES:

- 1 ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF OMAHA STANDARD SPECIFICATIONS LATEST EDITION UNLESS NOTED OTHERWISE ON PLAN
- 2 MECHANICAL, ELECTRICAL AND ARCHITECTURAL ELEMENTS SHOWN ON THE CIVIL PLANS ARE FOR INFORMATION ONLY. REFER TO THE APPROPRIATE DISCIPLINE DRAWINGS FOR DETAILS ON THESE ITEMS
- 3 ALL DEBRIS RESULTING FROM CONSTRUCTION OPERATIONS SHALL BE HAULED OFF-SITE AND DISPOSED OF PROPERLY AT THE CONTRACTOR'S EXPENSE
- 4 THE CONTRACTOR SHALL PAY ALL PERMIT AND OTHER ASSOCIATED FEES AND COSTS REQUIRED BY LOCAL, STATE AND FEDERAL AGENCIES
- 5 CONTRACTOR SHALL FIELD VERIFY ALL EXISTING ELEVATIONS AND INVERTS PRIOR TO ANY CONSTRUCTION AND IF EITHER VARY SIGNIFICANTLY FROM THOSE SHOWN, CONTACT THE ENGINEER IMMEDIATELY
- 6 CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANIES FOR ANY RELOCATION OF EXISTING UTILITIES
- 7 THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH A CONSTRUCTION RECORD SET OF DRAWINGS SHOWING TIES AND DEPTHS OF DE STUBOUTS, BENDS AND FITTINGS

REMOVAL NOTES:

- 5 NO TREES SHALL BE REMOVED WITHOUT APPROVAL OF THE ENGINEER. TREES SHALL BE REMOVED ONLY WHERE THEY INTERFERE WITH CONSTRUCTION OF THE PROJECT
- 4 PAVEMENT REMOVAL ALONG PAVEMENT THAT IS TO REMAIN SHALL BE SAW CUT FULL DEPTH. SAW CUTTING SHALL BE COMPLETED IMMEDIATELY
- 5 CONTRACTOR IS RESPONSIBLE FOR LAWFUL REMOVAL & DISPOSAL OF ALL ITEMS
- 6 CONTRACTOR SHALL FIELD VERIFY EXISTING WASTES AND SANITARY SERVICE LOCATIONS

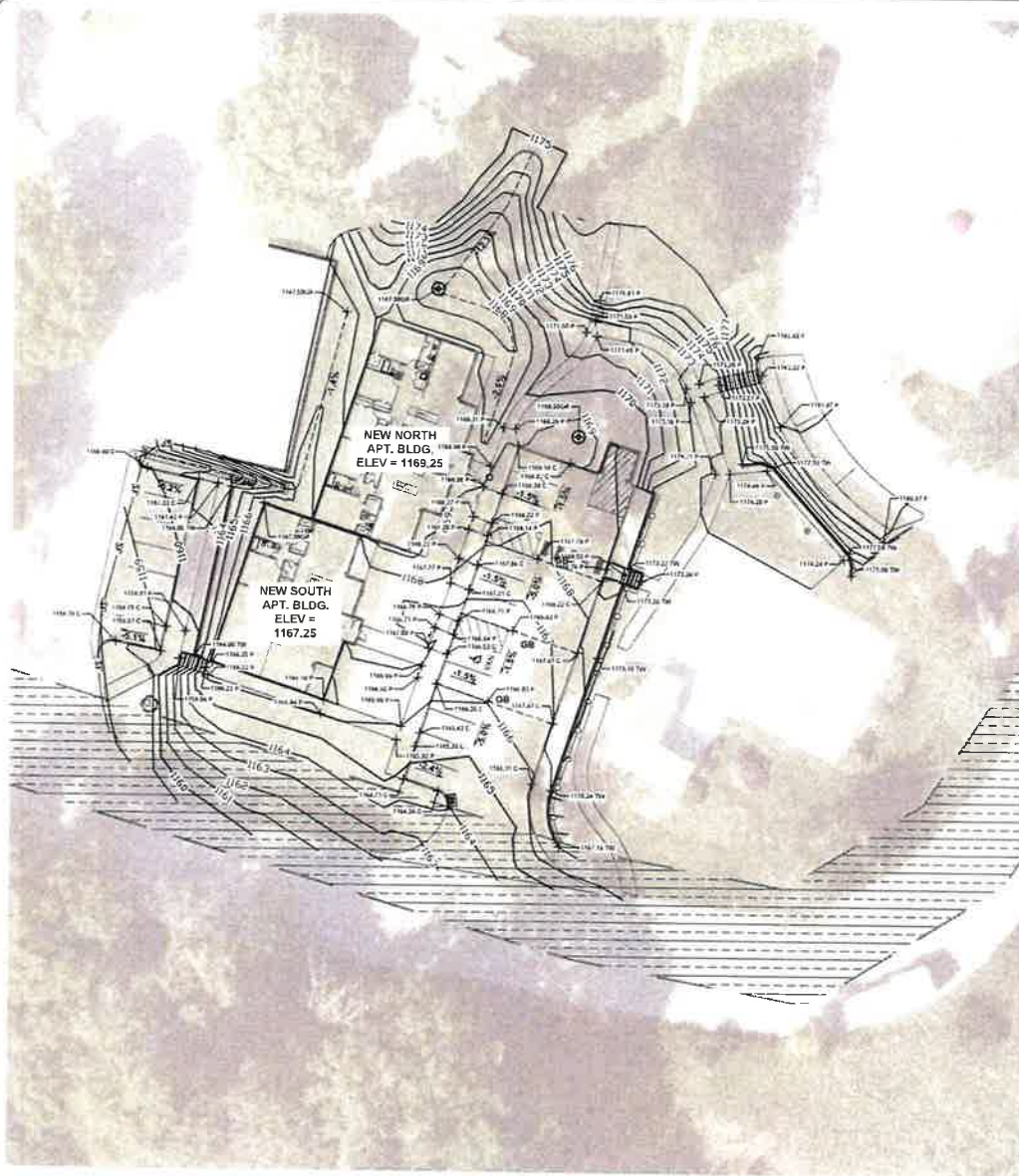
No.	Revision/Issue	Date
1	CBPW - RESPONSE COMMENTS	11/11/21
2	CBPW - RESPONSE COMMENTS	11/11/21

Atlas Engineering LLC






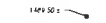
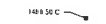

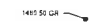


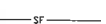


Fontenelle Hills Relocation & Re-Building of Fire Damaged Building #24 Located at 802 Hackberry Court
 Elevate Living Mgmt., LLC

Project Name	NEW SITE GRADING
Date	10/19/2021
Scale	1" = 20'

C200



SITE GRADING LEGEND

-  PROPOSED MAJOR CONTOUR
-  PROPOSED MINOR CONTOUR
-  EXISTING MAJOR CONTOUR
-  EXISTING MINOR CONTOUR
-  FLOW DIRECTION
-  EXISTING SURFACE ELEVATION
-  PROPOSED TOP OF CURB SURFACE ELEVATION
-  PROPOSED TOP OF PAVEMENT SURFACE ELEVATION
-  PROPOSED TOP OF GROUND SURFACE ELEVATION
-  PROPOSED TOP OF WALL/BOTTOM OF WALL ELEVATION
-  GB
-  GRADE BREAK
-  SF
-  SILT FENCE



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PLANNING DEPT.

General Notes

GENERAL NOTES:


1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF GMAHA STANDARD SPECIFICATIONS LATEST EDITION UNLESS NOTED OTHERWISE ON PLAN.
2. MECHANICAL, ELECTRICAL, AND ARCHITECTURAL ELEMENTS SHOWN ON THE CIVIL PLANS ARE FOR INFORMATION ONLY. REFER TO THE APPROPRIATE DISCIPLINE DRAWINGS FOR DETAILS ON THESE ITEMS.
3. ALL DEBRIS RESULTING FROM CONSTRUCTION OPERATIONS SHALL BE HAULED OFF-SITE AND DISPOSED OF PROPERLY AT THE CONTRACTOR'S EXPENSE.
4. THE CONTRACTOR SHALL PAY ALL PERMIT AND OTHER ASSOCIATED FEES AND COSTS REQUIRED BY LOCAL, STATE AND FEDERAL AGENCIES.
5. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING ELEVATIONS AND INVERTS PRIOR TO ANY CONSTRUCTION, AND IF EITHER VARY SIGNIFICANTLY FROM THOSE SHOWN, CONTACT THE ENGINEER IMMEDIATELY.
6. CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANIES FOR ANY RELOCATION OF EXISTING UTILITIES.
7. THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH A "CONSTRUCTION RECORD" SET OF DRAWINGS SHOWING TIES AND OFFSETS OF STUBOUTS, BENDS AND FITTINGS.

REMOVAL NOTES:

5. NO TREES SHALL BE REMOVED WITHOUT APPROVAL OF THE ENGINEER. TREES SHALL BE REMOVED ONLY WHERE THEY INTERFERE WITH CONSTRUCTION OF THE PROJECT.
4. PAVEMENT REMOVAL ALONG PAVEMENT THAT IS TO REMAIN SHALL BE SAWCUT FULL DEPTH. SAWCUTTING SHALL BE CONSIDERED SUBSIDIARY.
5. CONTRACTOR IS RESPONSIBLE FOR LAWFUL REMOVAL & DISPOSAL OF ALL ITEMS.
5. CONTRACTOR SHALL FIELD VERIFY EXISTING WATER AND SANITARY SERVICE LOCATIONS.

No.	Revision/Issue	Date
2	CBPW - RESPONSE COMMENTS	11/10/21

Atlas Engineering LLC



TRAVIS S. SMITH
 ENGINEER
 STATE OF NEBRASKA
 NO. 0000000000
 EXPIRES 12/31/2023

Project Name and Address

FONTENELLE HILLS RELOCATION & RE-BUILDING OF FIRE DAMAGED BUILDING #24 LOCATED AT 902 HACKBERRY COURT ELEVATE LIVING MGMT., LLC

Sheet Name	Sheet
NEW SPOT ELEV.	
Date	C201
Date	10/18/2021
Scale	1" = 20'

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NOV 17 2021

PLANNING DEPT.



General Notes

UTILITY NOTES:

- CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY COMPANIES TO COORDINATE CONNECTIONS. ALL CONDUITS, CONCRETE PADS, PEDESTALS, RELOCATIONS, ETC. SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY PRIOR TO UTILITY CONSTRUCTION AND UPON COMPLETION OF SITE GRADING.
- ALL EXISTING UTILITIES AND SERVICE LINES SHALL BE KEPT IN SERVICE AT ALL TIMES DURING CONSTRUCTION UNLESS OTHERWISE AUTHORIZED BY THE OWNER.
- MAINTAIN A MINIMUM OF 1.5 FEET OF CLEARANCE BETWEEN ALL UTILITY CROSSINGS UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
- SITE SHALL BE TO FINISHED GRADE PRIOR TO INSTALLATION OF SITE UTILITIES.
- CONTRACTOR SHALL ADJUST TO GRADE ALL WATER AND GAS VALVES BOXES AND MANHOLE COVERS WITHIN THE LIMITS OF CONSTRUCTION.
- THE CONTRACTOR SHALL MAINTAIN STRICT LATERAL CLEARANCE AS SHOWN ON THE PLANS FOR ALL UTILITY LINES.
- ALL TRENCHES SHALL BE BACKFILLED AND COMPACTED AS SPECIFIED IN THE GEOTECHNICAL REPORT/COMPACTION TABLE.
- THE CONTRACTOR SHALL VERIFY ALL VERTICAL AND HORIZONTAL CROSSINGS OF ALL PROPOSED AND EXISTING UTILITIES PRIOR TO INSTALLATION OF CONDUIT. CONTACT THE ENGINEER WITH ANY CONFLICTS.
- ALL GAS SERVICES TO BE DESIGNED AND INSTALLED BY GAS COMPANY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PAVEMENT REMOVAL/REPLACEMENT REQUIRED FOR GAS LINE INSTALLATION.
- ALL ELECTRIC SERVICES TO BE DESIGNED AND INSTALLED BY ELECTRIC COMPANY.

1	CBPW - RESPONSE COMMENTS	10/13/21
2	CBPW - RESPONSE COMMENTS	11/18/21
No.	Revised/Drawn	Date

Atlas Engineering LLC

David A. Griffin
 16423 N. 29th Dr.
 Overland, MO 64886
 312.244.3399

Fontenelle Hills Relocation & Re-Building of Fire Damaged Building #24 Located at 802 Hackberry Court Elevate Living Mgmt., LLC

Sheet Name	NEW SITE DRAINAGE	Sheet	C300
Date	10/19/2021	Scale	1" = 20'

SITE UTILITY LEGEND

PROPOSED STORM (N-12 DUAL WALL PIPE)

STORM SEWER NOTES:

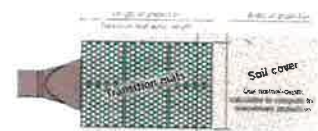
- FIELD VERIFY ALL RIM AND FLOWLINE ELEVATIONS PRIOR TO CONSTRUCTION. CONFLICTS SHALL BE COORDINATED WITH CIVIL ENGINEER.
- ALL STORM MAINER PIPE SHALL BE ADS N-12 DUAL WALL PIPE. ALL PIPE SHALL BE INSTALLED PER MANUFACTURERS SPECIFICATIONS.
- ALL STORM STRUCTURES SHALL BE NYLOPLAST BASIN OR APPROVED EQUAL. STORM STRUCTURES SHALL BE INSTALLED PER MANUFACTURERS SPECIFICATIONS.
- HYDRODYNAMIC SEPARATOR SHALL BE ADE BARRACUDA HYDRODYNAMIC SEPARATOR OR APPROVED EQUAL. HYDRODYNAMIC SEPARATORS SHALL BE INSTALLED PER MANUFACTURERS SPECIFICATIONS.
- FLEX A MAT SHALL BE STANDARD FLEX A MAT AND SHALL BE INSTALLED PER MANUFACTURER SPECIFICATIONS.
- SCOUR STOP SHALL BE HANDED COED COMPONENTS OR APPROVED EQUAL AND SHALL BE INSTALLED PER MANUFACTURERS SPECIFICATIONS.
- TRENCH BACKFILL SHALL BE COMPACTED AS SPECIFIED BY THE GEOTECHNICAL ENGINEER/COMPACTION TABLE.
- ALL BENDS, FITTINGS AND ADAPTORS ARE SUBSIDIARY TO OTHER ITEMS TO WHICH DIRECT PAYMENT IS MADE.

METHOD FOR TREATING EDGES EXPOSED TO SURFACE SHEET FLOW

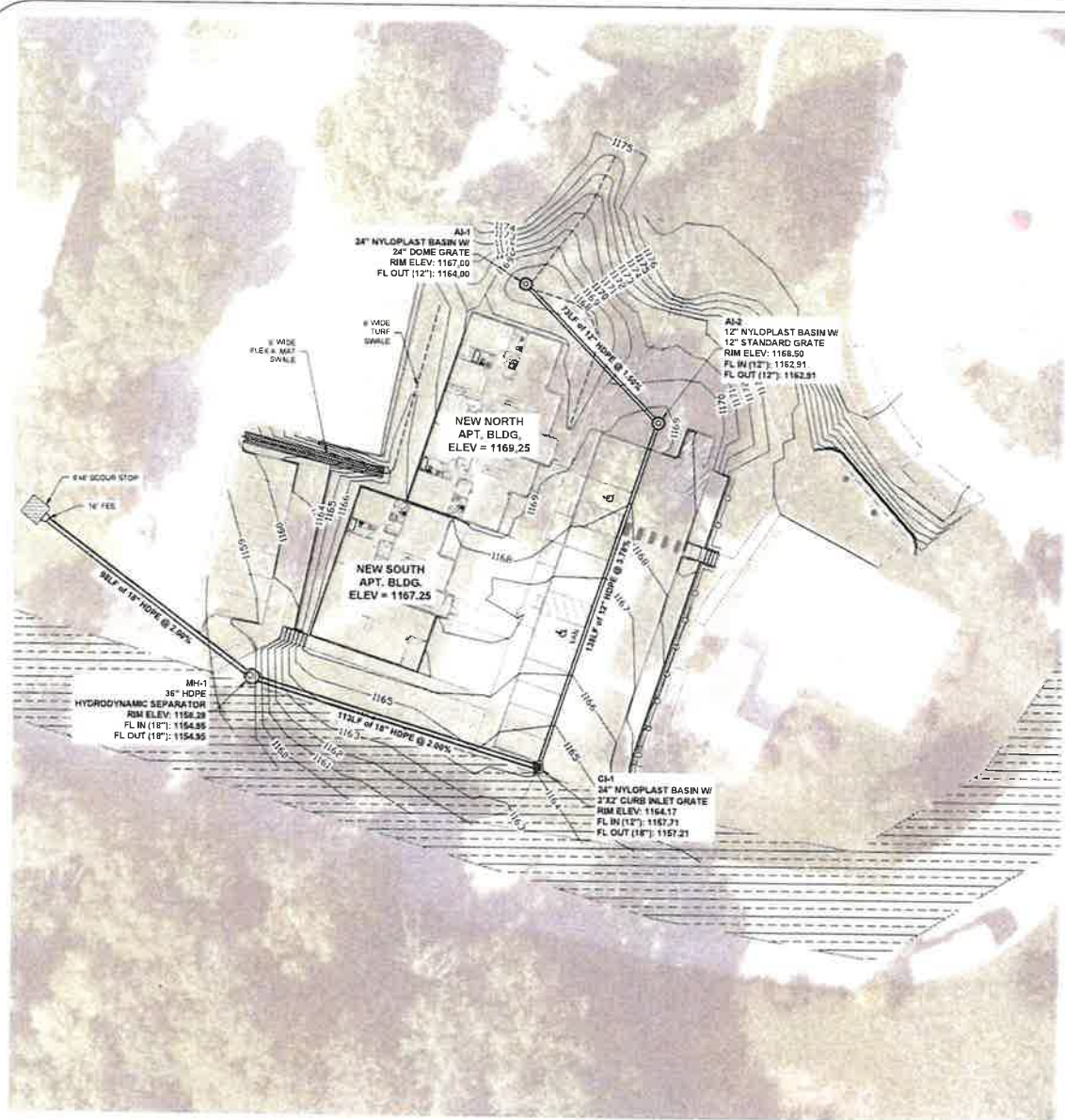


(LOADING LRG ANCHOR TRENCH AND OVERLAP 3XMS PERPENDICULAR TO FLOW)

1 FLEX A MAT SCALE: N.T.S.



2 SCOUR STOP SCALE: N.T.S.



S_DRAINAGE.dwg

10/18/2021

RECEIVED

NOV 17 2021

PLANNING DEPT.



WATER NOTES:

1. CONTRACTOR REQUIRED TO FIELD LOCATE WATER MAIN PRIOR TO CONSTRUCTION TO VERIFY LOCATION AND ELEVATION OF MAIN.
2. REFER TO MEP PLANS FOR WATER SERVICE TIE-INS WITH BUILDING.
3. ALL WATER MAIN CONSTRUCTION TO BE DONE UNDER A PLUMBERS PERMIT AND SHALL COMPLY WITH ALL APPLICABLE BUILDING CODES. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
4. ALL WATER METERS, PUMPS AND BACKFLOW PREVENTERS ARE LOCATED INSIDE THE BUILDING. REFER TO MEP PLANS FOR DESIGN AND LOCATIONS.
5. WATER MAIN SHALL HAVE A 5' MINIMUM BURY DEPTH AS MEASURED FROM FINISHED GROUND TO TOP OF PIPE.
6. MAINTAIN 18 INCHES MINIMUM CLEARANCE BETWEEN WATER AND UTILITY CROSSINGS.
7. ALL SERVICE LINE MATERIALS SHALL BE COPPER TYPE K.
8. WATER MAIN SHALL BE PVC AMMA-C800.
9. ALL WATERMAIN FITTINGS SHALL BE RESTRAINT JOINT OR THRUST BLOCKS SHALL BE INSTALLED AT ALL BENDS.
10. GATE VALVES AND POST INDICATOR SHALL BE MUELLER OR APPROVED EQUAL.

SANITARY SEWER NOTES:

1. CONTRACTOR REQUIRED TO FIELD LOCATE SANITARY SEWER MAIN PRIOR TO CONSTRUCTION TO VERIFY LOCATION AND ELEVATION OF MAIN.
2. REFER TO THE PLUMBING PLANS FOR SANITARY SEWER TIE-INS WITH BUILDING.
3. THE CONTRACTOR IS REFERRED TO THE FOLLOWING CITY OF OMAHA STANDARD PLATES:
701-01 SEWER BEDDING
700-02 SEWER TAP
703-02 SANITARY SEWER WATER MAIN CROSSING
703-04 SANITARY SEWER CLEANOUT
4. TRENCH BACKFILL SHALL BE COMPACTED AS SHOWN IN THE COMPACTION REQUIREMENTS TABLE OR AS SPECIFIED BY THE GEOTECHNICAL ENGINEER.
5. ALL FITTINGS & SERVICE PIPE SHALL BE PVC SDR 35 PER LOCAL CODES & REGULATIONS.
6. ALL SANITARY SEWER CONSTRUCTION TO BE DONE UNDER A PLUMBERS PERMIT AND SHALL COMPLY WITH ALL APPLICABLE BUILDING CODES. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS WITHOUT ANY ADDITIONAL COSTS TO THE OWNER.

General Notes

UTILITY NOTES:

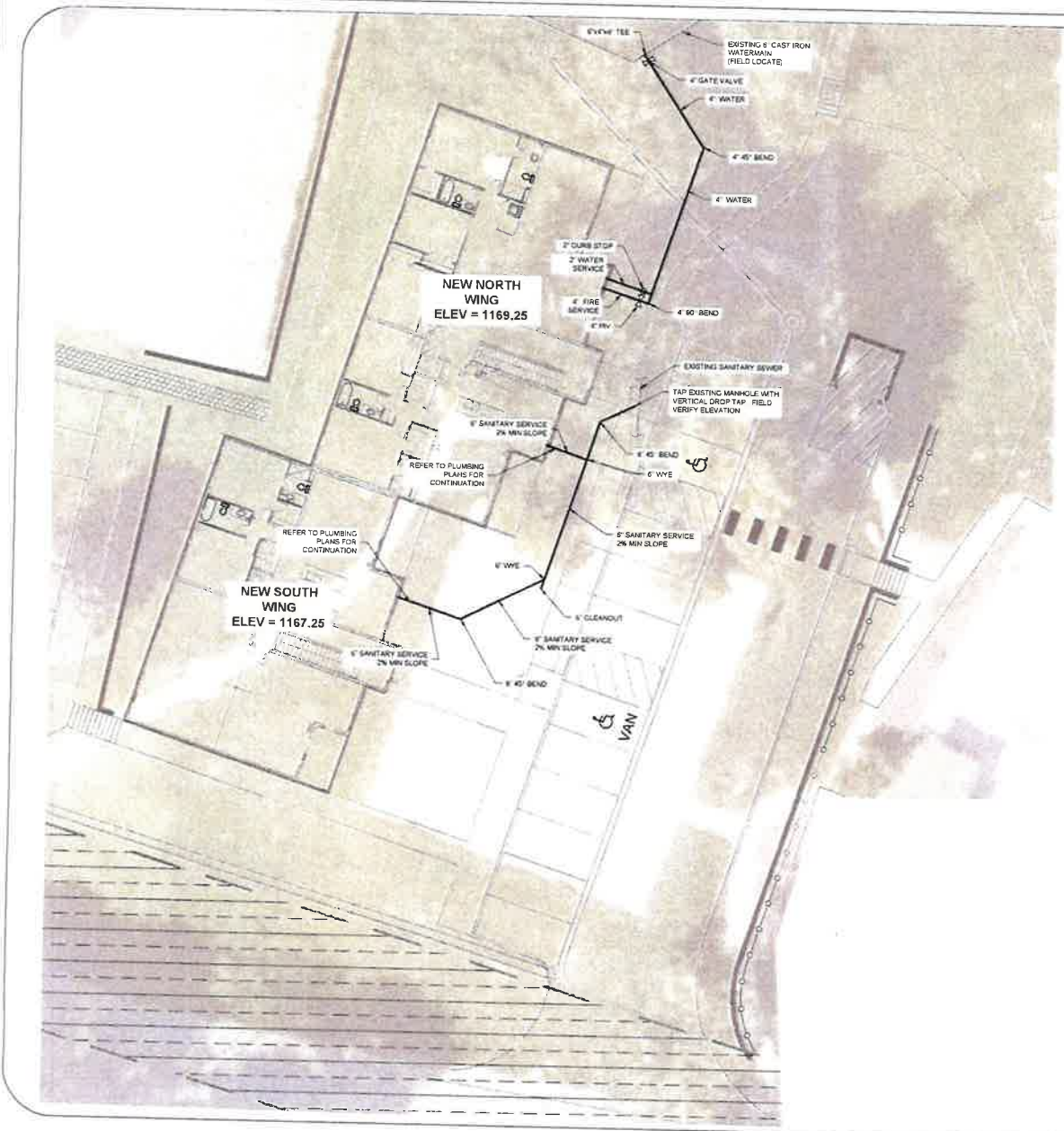
1. CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY COMPANIES TO COORDINATE CONNECTIONS. ALL CONDUIT, CONCRETE, PAVE, PEDESTAL RELOCATIONS, ETC. SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY PRIOR TO UTILITY CONSTRUCTION AND UPON COMPLETION OF SITE GRADING.
2. ALL EXISTING UTILITIES AND SERVICE LINES SHALL BE KEPT IN SERVICE AT ALL TIMES DURING CONSTRUCTION UNLESS OTHERWISE AUTHORIZED BY THE OWNER.
3. MAINTAIN A MINIMUM OF 18 FEET OF CLEARANCE BETWEEN ALL UTILITY CROSSINGS UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
4. SITE SHALL BE TO FINISHED GRADE PRIOR TO INSTALLATION OF SITE UTILITIES.
5. CONTRACTOR SHALL ADJUST TO GRADE ALL WATER AND GAS VALVES BOXES AND MANHOLE COVERS WITHIN THE LIMITS OF CONSTRUCTION.
6. THE CONTRACTOR SHALL MAINTAIN STRICT LATERAL CLEARANCE AS SHOWN ON THE PLANS FOR ALL UTILITY LINES.
7. ALL TRENCHES SHALL BE BACKFILLED AND COMPACTED AS SPECIFIED IN THE GEOTECHNICAL REPORT/CONSTRUCTION TABLE.
8. THE CONTRACTOR SHALL VERIFY ALL VERTICAL AND HORIZONTAL CROSSINGS OF ALL PROPOSED AND EXISTING UTILITIES PRIOR TO INSTALLATION OF CONDUIT. CONTACT THE ENGINEER WITH ANY CONFLICTS.
9. ALL GAS SERVICES TO BE DESIGNED AND INSTALLED BY GAS COMPANY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PAYMENT REMOVAL/REPLACEMENT REQUIRED FOR GAS LINE INSTALLATION.
10. ALL ELECTRIC SERVICES TO BE DESIGNED AND INSTALLED BY ELECTRIC COMPANY.

NO.	REVISION / DISCUSS	DATE
1	CRPW - RESPONSE COMMENTS	11/10/21

Atlas Engineering LLC
 1444 N. 107th St
 Omaha, NE 68131
 402.494.2414

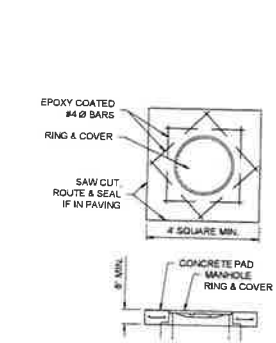
Fontenelle Hills Relocation & Re-Building of Fire Damaged Building #24 Located at 902 Hackberry Court
 Elevate Living Mgmt., LLC

Project Name and Number
 NEW SITE UTILITIES
 Date: 11/10/2021
 Sheet: C400
 Scale: 1" = 10'

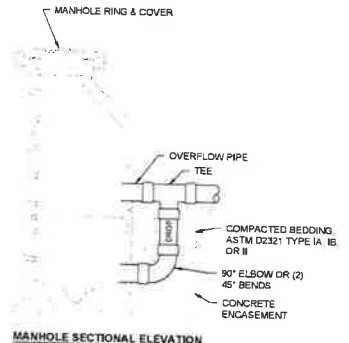


S_UTILITIES.dwg
10/25/2021

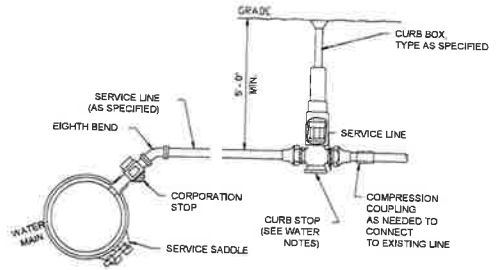
RECEIVED
 NOV 17 2021
 PLANNING DEPT.



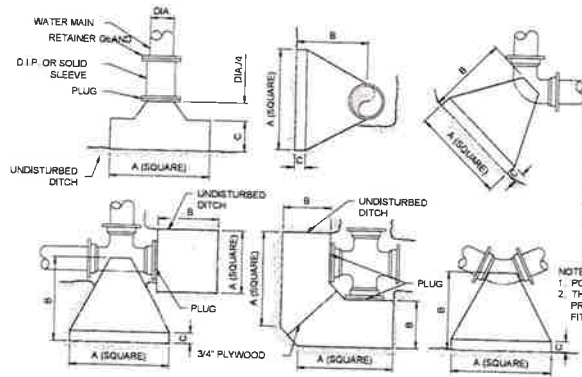
1 SURFACE MANHOLE INSTALL IN PAVING
 SCALE: N.T.S.



2 SANITARY SEWER MANHOLE DROP TAP
 SCALE: N.T.S.



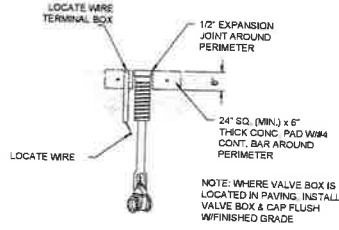
3 WATER SERVICE INSTALLATION
 SCALE: N.T.S.



SIZE OF FITTING	THRUST BLOCK DIMENSIONS		
	A	B	C
6"	1'-0"	1'-0"	3'
6"	1'-6"	1'-0"	6"
8"	2'-0"	1'-0"	6"
12"	3'-6"	2'-0"	9"
12"	3'-0"	2'-6"	9"
16"	4'-0"	2'-6"	12"
20"	4'-0"	3'-0"	16"
24"	4'-6"	3'-0"	16"

NOTES:
 1. POLYWRAP ALL FITTINGS
 2. THRUST BLOCKS SHALL NOT PREVENT ACCESS TO FITTING BOLTS

4 CONCRETE THRUST BLOCK
 SCALE: N.T.S.



5 GATE VALVE & BOX
 SCALE: N.T.S.

General Notes

UTILITY NOTES:

- CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY COMPANIES TO COORDINATE CONNECTIONS ALL CONDUITS, CONCRETE PADS, FIDELITY RELOCATIONS, ETC. SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY PRIOR TO UTILITY CONSTRUCTION AND UPON COMPLETION OF SITE GRADING.
- ALL EXISTING UTILITIES AND SERVICE LINES SHALL BE KEPT IN SERVICE AT ALL TIMES DURING CONSTRUCTION UNLESS OTHERWISE AUTHORIZED BY THE OWNER.
- MAINTAIN A MINIMUM OF 1.5 FEET OF CLEARANCE BETWEEN ALL UTILITY CROSSINGS UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
- SITE SHALL BE TO FINISHED GRADE PRIOR TO INSTALLATION OF SITE UTILITIES.
- CONTRACTOR SHALL ADJUST TO GRADE ALL WATER AND GAS VALVES, BOXES AND MANHOLE COVERS WITHIN THE LIMITS OF CONSTRUCTION.
- THE CONTRACTOR SHALL MAINTAIN STRICT LATERAL CLEARANCE AS SHOWN ON THE PLANS FOR ALL UTILITY LINES.
- ALL TRENCHES SHALL BE BACKFILLED AND COMPACTED AS SPECIFIED IN THE GEOTECHNICAL REPORT/COMPARISON TABLE.
- THE CONTRACTOR SHALL VERIFY ALL VERTICAL AND HORIZONTAL CROSSINGS OF ALL PROPOSED AND EXISTING UTILITIES PRIOR TO INSTALLATION OF CONDUIT. CONTACT THE ENGINEER WITH ANY CONFLICTS.
- ALL GAS SERVICES TO BE DESIGNED AND INSTALLED BY GAS COMPANY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL/REPLACEMENT REQUIRED FOR GAS LINE INSTALLATION.
- ALL ELECTRIC SERVICES TO BE DESIGNED AND INSTALLED BY ELECTRIC COMPANY.

1	CRPW - RESPONSE COMMENTS	10/19/21
No.	Revised/Issue	Date

Atlas Engineering LLC

Fontenelle Hills Relocation & Re-Building of Fire Damaged Building #24 Located at 902 Hackberry Court
 Elevate Living Mgmt, LLC

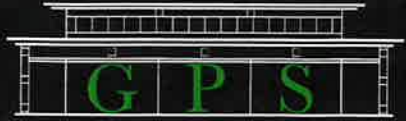
NEW UTILITY DETAILS

Date: 11/10/2021

Scale: 1" = 10'

C401

S...UTILITIES.dwg
 10/25/2021



Giff Property Services

2211 Thurston Circle, Bellevue, NE 68005 402-557-5999

October 20, 2021

City of Bellevue, Nebraska
Planning Department & Planning Commission
1510 Wall Street
Bellevue, NE 68005

Re: Site Plan Approval
Lot 2, Fontenelle Replat 1
Fontenelle Hills Apartments
Case #Z-2109-17

RECEIVED
OCT 20 2021
PLANNING DEPT.

Planning Department & Commission Members,

I am writing to voice my firm OPPOSITION for the site plan approval to construct an 11-unit apartment structure on the portion of the Fontenelle Hills Apartments that is currently used as it's recreation and pool area for the following reasons:

1. The original approval to zone and develop the Fontenelle Hills Apartment property was based on an approved site plan. That plan included a recreational area for the apartments near Forest Drive and Hackberry Court. The requested site plan modification relocates a structure destroyed by fire 750 feet from the original foundation, infringes on the recreation area, and eliminates the basketball court. It does not mirror the original plan or the original use intent.
2. The reason for the site plan modification was indicated to be accessibility concerns for a new structure. The Fontenelle Hills Apartment are built on rolling hillsides. Accessibility has, and will always be an issue. The property owner acquired the complex with these site grade and accessibility issues. Having to deal with the pre-existing issues for construction of a new structure is not justification for site plan modification. It has been overcome with construction of the last two apartment structures, one of which is still being built.
3. The complex was originally locally owned and a signature property in the community. It has changed ownership three times since I built my home and is currently owned by a Minnesota entity that is profit driven. Thus the complex is in below average condition. Maintenance is done with "cosmetic bandaids" rather than actual repairs, apparently to reduce expenses and increase profits. I do not desire these under-maintained improvements any closer to my home.
4. The southeast driveway to the apartments off Forest Drive is only possible because of a recorded "ingress-egress" easement. Approximately half of their driveway is on my property abutting on the south. The complex has insufficient parking as it currently exists with trees, stairways, walls and trash cans interrupting any chance of an orderly parking plan. The 22 parking stalls will not be sufficient for the residents and guests of the proposed 11 apartments. The result will be parking on my half of the easement driveway. The easement does not allow "parking".

5. There is no identified place for commercial trash containers for the new building. The existing trash containment at the complex is sickening. Commercial trash removal for the complex is normally about 4.00 am. Trash trucks , dumpster doors slamming, and dropped dumpsters are very loud and wakening. I do not want to see the trash dumpsters nor hear these interruptions any nearer to my home.
6. As existing, I have ongoing issues with mischievous and possible illegal activities happening along the easement driveway. Noise, dumping, questionable late night transactions, etc. are ongoing. Residents of the apartments are constantly trespassing on my property. Moving the apartment population closer to my property will likely cause these issues to increase.
7. Bellevue police, fire and rescue are constantly called to the Fontenelle Hills Apartments. Horns, sirens, and emergency lights are a weekly occurrence. I do not need these interruptions any nearer to my home.
8. Existing apartment structure along the south side of the complex are built into the sloping site. They have a garden level mostly below grade, and two stories above. The proposed structure will be three stories, all above grade elevation.
9. The new structure is proposed to be built on an upslope. The grade level of the proposed structure at 1169 feet is 10 feet above the current driveway elevation at 1159 feet. The three story apartment structure will have 32 foot tall walls and a roof peak height of about 42 feet. In total the structure will be about 52 feet above the driveway **towering to an elevation of 1211 feet** (1169' structure grade level + 42' structure height).

I located, positioned and constructed my home on a ridge top 60 feet above the easement driveway so it would have less negative impact from the apartment complex below. My main level is at an elevation 1215 feet. My walkout basement that overlooks the apartment recreation area is at an elevation of **1205 feet**. The proposed development will result in the apartments being above by basement floor level. This will ruin the solstice of the wildlife sanctuary for which my property serves, and it will destroy the views and privacy for which I have invested greatly.

10. A request by the prior property owner of my property at 106 Forest Drive to construct an apartment in about 1997 was rejected because it did not conform to the neighborhood.

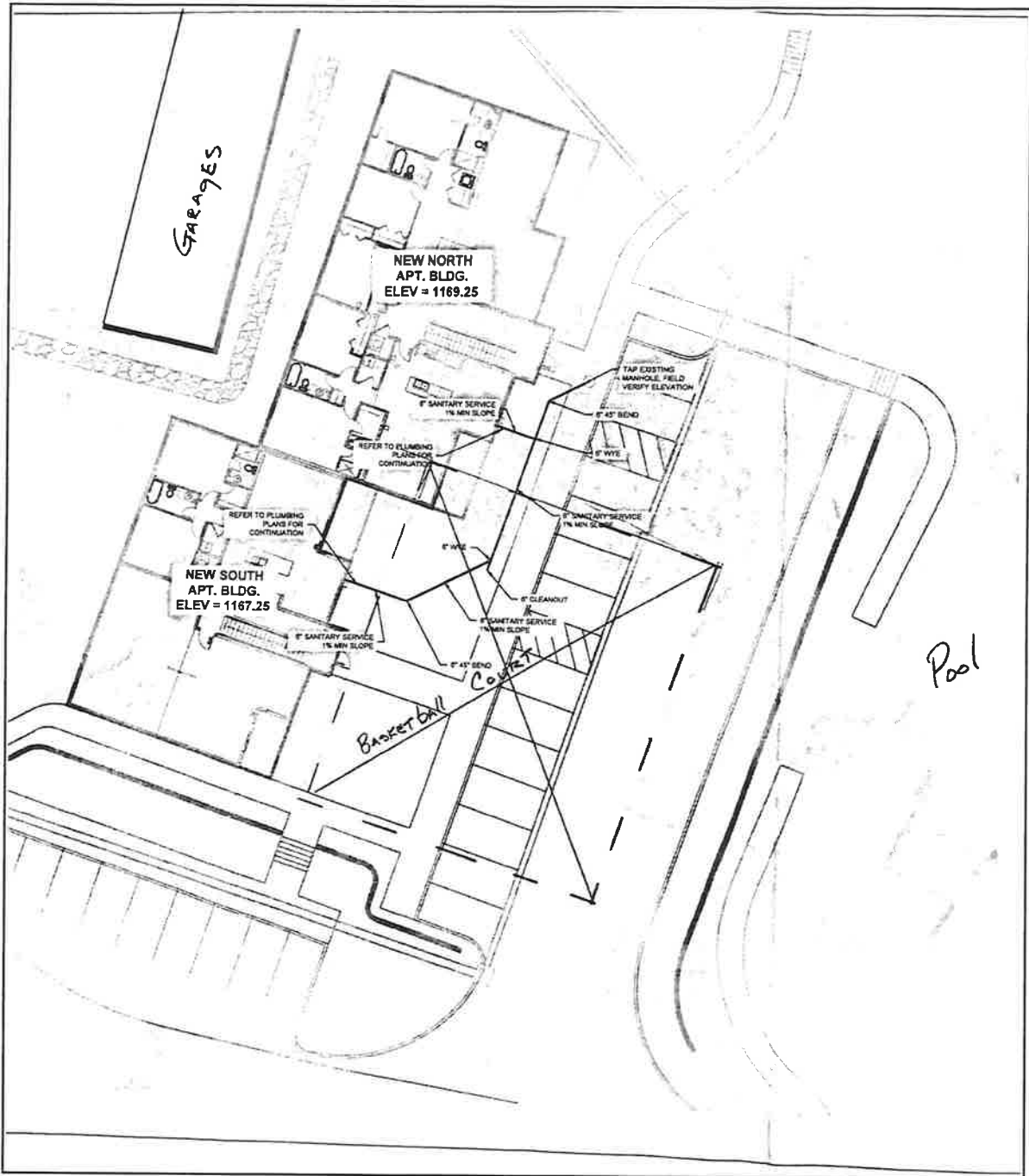
CONCLUSION & REQUEST

I ask the Planning Board Members to NOT APPROVE the site plan requested.

Thank your for your consideration,

Marty & Nancy Giff
106 Forest Drive
Bellevue, NE

(attached photos of area and complex)





Current View from my front yard



Future View from my front yard



Easement drive (only right 50% is apartment property)



Apartment dumpsters obstruct traffic & trash



Storm debris remaining 10/20/21 after summer wind storm



Poor garage maintenance



Brush dump



Concrete dump



Photo Gallery



Fontenelle Hills website photo



Photo Gallery



Fontenelle Hills website photo



Giff Property Services

2211 Thurston Circle, Bellevue, NE 68005 402-557-5999

October 26, 2021

City of Bellevue, Nebraska
Planning Department & Planning Commission
1510 Wall Street
Bellevue, NE 68005
Tammi.Palm@Bellevue.net

Re: Site Plan Approval
Lot 2, Fontenelle Replat 1
Fontenelle Hills Apartments
Case #Z-2109-17

Planning Department & Commission Members,

Ms. Palm,

I do not know if the Planning Department staff reviewed the ingress-egress easement referred to in item #E-5 of the recommendation report. However, the proposed site plan amendment and development plan encroach on the easement road area. The southern 40' of the applicants lot is reserved for ingress-egress to myself as owner of the adjacent property on the south, and no impediments are allowed, including parking stalls.

If this changes your recommendation, please inform. Please share with the Planning Commission Members.

Marty Giff

Attached:
Easement document (p.1-3)
Approximate easement plotted on aerial (p.4)

RECEIVED
OCT 26 2021
PLANNING DEPT.

58-2589

RIGHT-OF-WAY EASEMENT

THIS AGREEMENT, made this 25th day of November, 1985, between J. K. CO., LTD., A Nebraska Partnership, hereinafter referred to as Grantor, and FONTEMELLE HILLS COMPANY, A Partnership, hereinafter referred to as Grantee.

Grantor, in consideration of One Dollar (\$1.00) and Other Valuable Consideration, does hereby grant, sell, convey and confirm unto Grantee, its successors and assigns, an easement and right-of-way for ingress and egress for vehicular traffic over the following described real estate, to wit:

An Easement for ingress-egress purposes located in part of Lots 221 (a.k.a. Lot 221B), 235, and 236, Fontenelle, and in part of Tax Lot 24-B in Section 24, and part of Tax Lot 9A2A1 located in Section 25, all in Township 14 North, Range 13 East of the Sixth P.M., Sarpy County, Nebraska, and being more particularly described as follows: Beginning at the Southeast corner of said Tax Lot 221B, thence South 89°43'38"W (assumed bearing) 89.17 feet along the South line of Tax Lot 221B, thence S 35°51'37" W 119.61 feet, thence S 60°04'09" W 82.09 feet, thence N 77°02'21" W 86.75 feet, thence N 70°24'57" W 345.52 feet, thence S 89°43'38" W 76.01 feet, thence W 00°16'22" W 40.00 feet, thence N 89°43'38" E 83.01 feet, thence S 70°24'57" E 250.21 feet, thence S 77°02'21" E 68.72 feet, thence N 60°04'09" E 57.80 feet, thence N 35°51'37" E 131.35 feet, thence N 89°43'38" E 135.76 feet, thence S 33°00'54" W 47.85 feet to the point of beginning (Exhibit A attached hereto, and by reference made a part hereof).

1. The easement herein granted shall be for the purpose of allowing vehicular traffic and pedestrian traffic to the land area owned by the Grantee. The easement shall be for the benefit of the Grantee, its successors and assigns.
2. The Grantor, its successors or assigns, shall maintain the roadway easement and shall be responsible for the removal of snow, ice, or other hazardous conditions of the roadway.
3. The Grantor agrees that at no time shall the Grantor, its successors or assigns, erect, construct or replace any impediment on the easement herein granted, to prohibit the access to the Grantee's land.
4. This agreement shall be binding upon the parties hereto, and their respective successors and assigns.

FILED SARPY COUNTY
BOOK 58 OF Third Rec.
PAGE 2589

1985 NOV 27 PM 1:56

Carl H. Hillstedt
REGISTER OF DEEDS

J.K. CO., LTD., A Nebraska Partnership,
Grantor

By *[Signature]*
Grantor

Rec # 15317

58 - 2567A

STATE OF NEBRASKA)
COUNTY OF ~~SARPY~~ } ss.
Douglas

On this 25th day of November, 1985, before me, a Notary Public in and for said county, personally came the above named *R. J. Lewis*, General Partner of J.K. CO., LTD., who is personally known to me to be the identical person whose name is affixed to the above instrument and he acknowledges said instrument to be his voluntary act and deed and that of the partnership.

Witness my hand and notarial seal the date aforesaid.

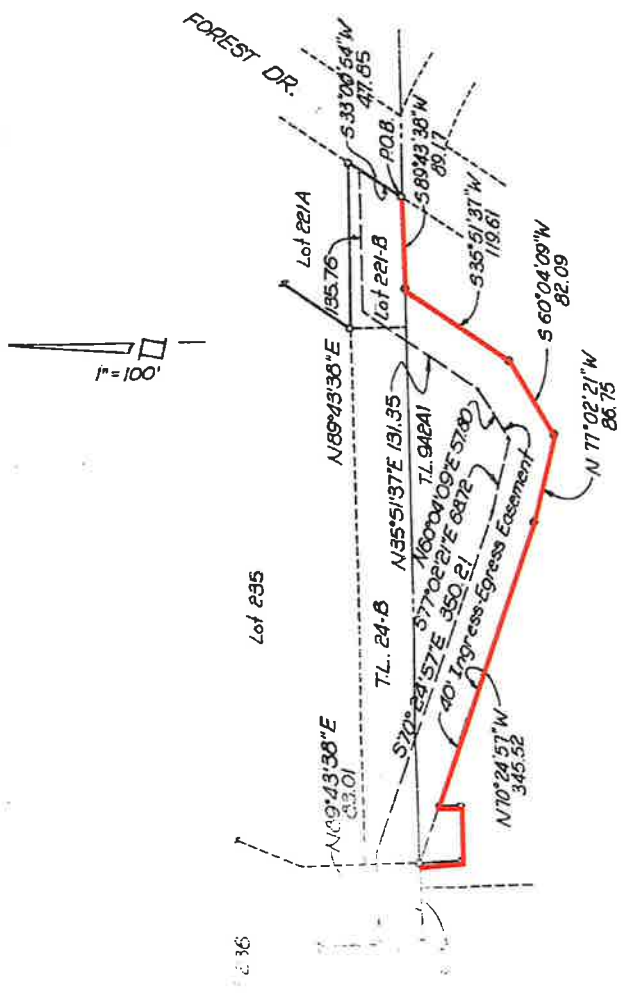


Debra E. Swanson
Notary Public

LEGAL DESCRIPTION OF INGRESS-EGRESS EASEMENT

204-2599B

AN EASEMENT FOR INGRESS-EGRESS PURPOSES LOCATED IN PART OF LOTS 221 (A.K.A. LOT 221B), 235 AND 236, FORTENELLE, AND IN PART OF TAX LOT 24-B IN SECTION 24, AND PART OF TAX LOT 9A2A1 LOCATED IN SECTION 25, ALL IN T 14 N, R 13 E OF THE SIXTH P.M., SARPY COUNTY, NEBRASKA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID TAX LOT 221B, THENCE S 89°43'38" W (ASSUMED BEARING) 89.17 FEET ALONG THE SOUTH LINE OF TAX LOT 221B, THENCE S 35°51'37" W 119.61 FEET, THENCE S 60°04'09" W 82.09 FEET, THENCE N 77°02'21" W 86.75 FEET, THENCE N 70°24'57" W 345.52 FEET, THENCE S 89°43'38" W 76.01 FEET, THENCE N 00°16'22" W 40.00 FEET, THENCE N 89°43'38" E 83.01 FEET, THENCE S 70°24'57" E 350.21 FEET, THENCE S 77°02'21" E 68.72 FEET, THENCE N 60°04'09" E 57.80 FEET, THENCE N 35°51'37" E 131.35 FEET, THENCE N 89°43'38" E 135.76 FEET, THENCE S 33°00'54" W 47.85 FEET TO THE POINT OF BEGINNING.

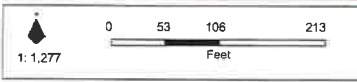


Sarpy County Property Information



Legend

- Road Centerlines



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.

Sarpy County GIS
1210 Golden Gate Dr.
Suite 1130
Papillion, NE 68046
maps.sarpy.com

Tammi Palm

From: Jennifer Wilson <jen@convergencecoaching.com>
Sent: Monday, October 25, 2021 10:58 PM
To: Tammi Palm
Cc: Brian Wilson; 'Della Wilsons (dellaleewilson@gmail.com)'
Subject: Opposing Request to "Rebuild" Lot 2, Fontenelle Replat 1

RECEIVED
OCT 26 2021
PLANNING DEPT.

Ms. Palm:

We are writing to protest and oppose Mark Sanford's request for site plan approval of Lot 2, Fontenelle Replat 1, for the purposes of building an eleven-unit apartment building within 300 feet of our property.

First, Mr. Sanford's representing this as a "rebuilding" of an apartment building that burned down, but he is actually moving said apartment building to a new location, so it is not a rebuilding but a NEW building request.

Second, the location of the NEW building will impact our property value due to obstructed views (we see the sunset where this unit will be placed), increased traffic on Forest Drive near our home and additional lot, and more noise from occupants closer to our home. When we bought our land and built our home, we knew exactly where the apartments were located and we felt they were far enough away that it would not impact us. With this proposal, these apartments will encroach and impact our value considerably.

Our opposition to this is for two lots, Lot 1 and Lot 2 at Fontenelle Ridge Replat 2. If Mr. Sanford wants to rebuild his apartment buildings, he should be required to rebuild them precisely where they stood before the fires.

Thank you for your consideration.

Jennifer Wilson
ConvergenceCoaching, LLC
107 Forest Drive | Bellevue, NE 68005
(402) 933-2900 (voice)

P.S. Don't Wait! Our 2021-22 Fall Transformational Leadership Program™ starts soon! Kicking off with a webinar roundtable on November 1, this program is designed to accelerate your new and future leaders reaching their next level of leadership in your firm. Learn more at https://convergencecoaching.com/leadership-learning/#_cc-tp.



The information contained in and attached to this email contains confidential information from ConvergenceCoaching, LLC that is intended solely for the recipient(s) set forth above. Any redistribution, copying, or other dissemination of the contents of this transmission is prohibited.

Tammi Palm

From: Brian Wilson <brian.wilson@bhhsamb.com>
Sent: Tuesday, October 26, 2021 10:08 AM
To: Tammi Palm; Jennifer Wilson
Cc: 'Della Wilsons (dellaleewilson@gmail.com)'
Subject: Re: Opposing Request to "Rebuild" Lot 2, Fontenelle Replat 1
Attachments: FB_IMG_1635260276733.jpg

Tammy this is our view now looking directly where the "new apartment" would be built. It would be in the picture if this is passed. This picture was from a facebook post, reveling in the beauty, that i posted some time ago. This is not an acceptable move.

Brian Wilson

107 Forest Drive Bellevue, (our residence)

Also,

109 Forest Drive Bellevue (lot we own next to us and directly in front of the "new Apartment", that would like to sell one day. Part of our retirement income. Now the value will diminish greatly. Is that fair to us? No it is not.)

Get [Outlook for Android](#)

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Tuesday, October 26, 2021 7:18:46 AM
To: Jennifer Wilson <jen@convergencecoaching.com>
Cc: Brian Wilson <brian.wilson@bhhsamb.com>; 'Della Wilsons (dellaleewilson@gmail.com)'
<dellaleewilson@gmail.com>
Subject: RE: Opposing Request to "Rebuild" Lot 2, Fontenelle Replat 1

CAUTION: 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.

Received, thanks.

Best regards,

Tammi Palm

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

RECEIVED
OCT 26 2021
PLANNING DEPT.

From: Jennifer Wilson <jen@convergencecoaching.com>
Sent: Monday, October 25, 2021 10:58 PM
To: Tammi Palm <Tammi.Palm@bellevue.net>
Cc: Brian Wilson <brian.wilson@bhhsamb.com>; 'Della Wilsons (dellaleewilson@gmail.com)'
<dellaleewilson@gmail.com>
Subject: Opposing Request to "Rebuild" Lot 2, Fontenelle Replat 1



October 26, 2021

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

RE: W. Martin Drive & Greenbriar Court proposed apartment buildings

Dear Sir or Madam:

As a property owner in the neighborhood of this proposed building, I would like to express my opposition to the building of the eleven-unit apartment buildings. The first factor for my opposing this construction is safety. As a 22 year resident of this area, it is within an area that is already supporting more traffic that it needs to be. With that in mind, I do not support building more apartments.

In addition, this area is a quiet residential area that needs to remain so. No more apartments. Thank you.

Sincerely,

Reba and John Kevern
120 Lafayette Lane
Bellevue, Ne 68005
402-880-7322 or 402-203-8702

RECEIVED
OCT 27 2021
PLANNING DEPT.

Mayor Rusty Hike and City Councilmembers
1510 Wall Street
Bellevue, Nebraska 68005

RECEIVED
DEC 06 2021
CITY CLERK

Honorable Mayor and City Councilmembers

Re: Site plan approval for lot2, Fontenelle Replat 1

I am offering information and opinion in opposition to the “rebuilding” of the apartment building about Hackwood Court and Forest Drive. I believe the proposed building is incongruous with the existing character of the neighborhood. The existing houses, condos and apartments were constructed with consideration for the forest, with placement aligned with the trees and contours of the land. The proposed building will stick out like a sore thumb and should be evaluated as new construction rather than “rebuilding.” To my knowledge the developer did not reach out to the neighborhood when putting their plan together but relied on a plan approved over 54 years ago.

In the Planning Commission hearing, one of the proponents said that the nearby homeowners knew the apartments were there when they built or purchased their properties. While we knew the apartments were there, the apartments were well established and surrounded with trees and other landscaping and they conformed to the existing topography. Also in the Commission hearing, the proponents identified that the reason for the location of the new building was to problems with reconstruction at the existing site. When questioned by the Commission members, the proponents identified approximately 58% of the existing apartment buildings would have the same construction problems. When, not if, those apartment buildings need to be reconstructed, where and how will they be built? Once again what additional damage will be inflicted on our neighborhood?

My wife and I have owned the property at 111 Forest Drive for the past 12 years. Our property is east of the proposed “reconstruction.” When we purchased our house the apartment complex was about 40 years old and well established. The neighborhood is one of the reasons we purchased our property, the area is unique in the city and deserves protection.

I have attached two photos: the first shows the view from my driveway as it exists now; the second shows what the proposed building will look like once constructed. I apologize for the crude depiction; I’m not a trained engineer nor photographer. I used the height of the basketball hoops as a gauge for the drawing of the building. I have also included a copy of the revised plat that was part of the letter I received to notify me of the hearing on December 7th, I have estimated the location of trees I believe will have to be removed during construction.

The apartments as originally constructed are an integral part of our neighborhood but this new construction would be nonconforming. I urge you to not approve the reconstruction as proposed. If you believe you are compelled to approve building on this site, I would urge you to place some limitations on such construction, including but not limited to reducing the overall height to the elevation of Forest Drive and reducing the footprint of the building to allow for landscaping consistent with the rest of the plat.

Additionally, I request that the original plat approval should be reviewed to address the potential rebuilding of the 58% of the buildings that the proponents have identified as having problems with rebuilding on their existing sites.

The uniqueness of the neighborhood needs your protection. Thank you for your consideration, I plan to attend the meeting on December 7th if you have questions or you can reach me at robertsink@cox.net.

Sincerely

Robert and Karen Sink
111 Forest Dr
Bellevue, NE 68005



PHOTO 1

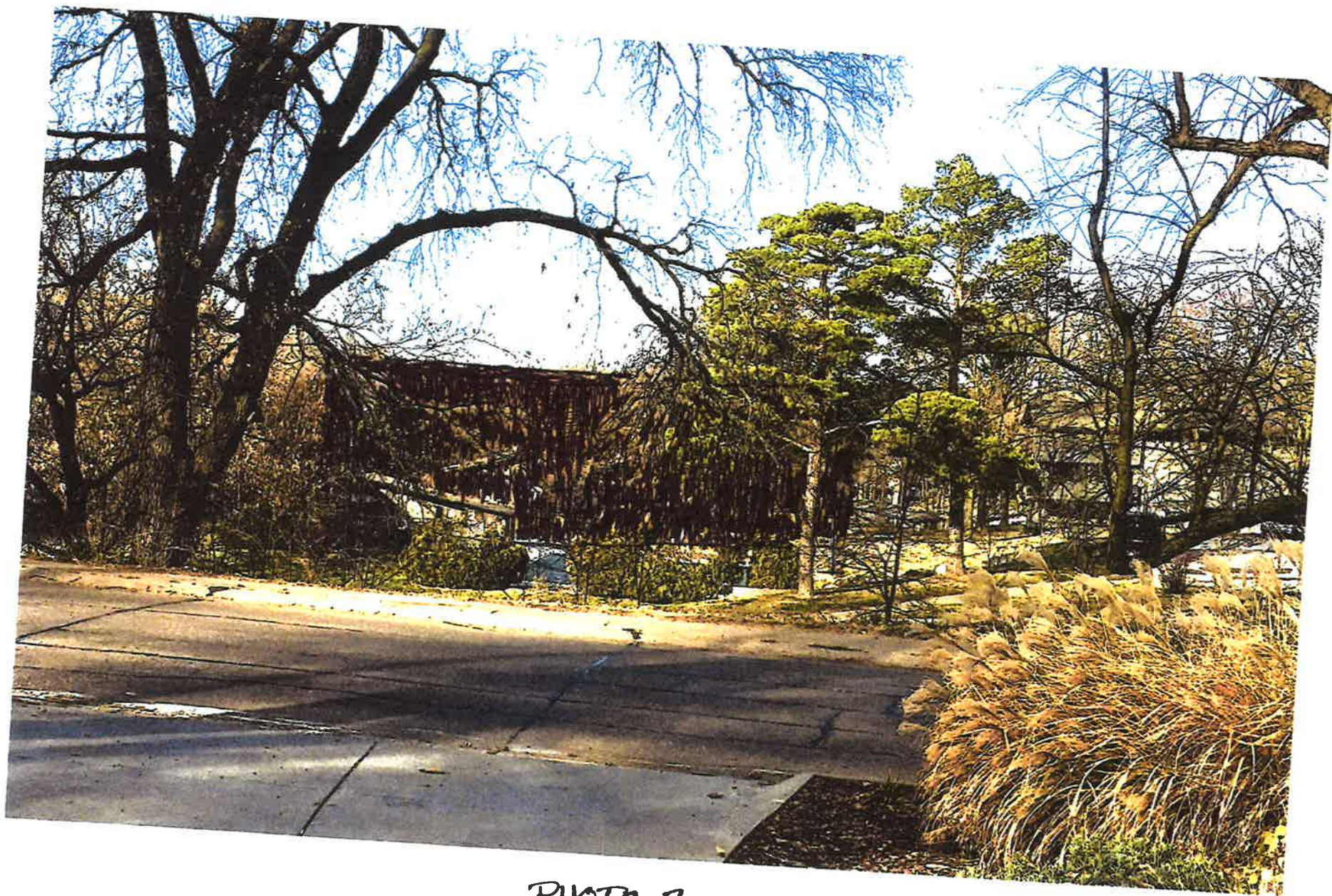
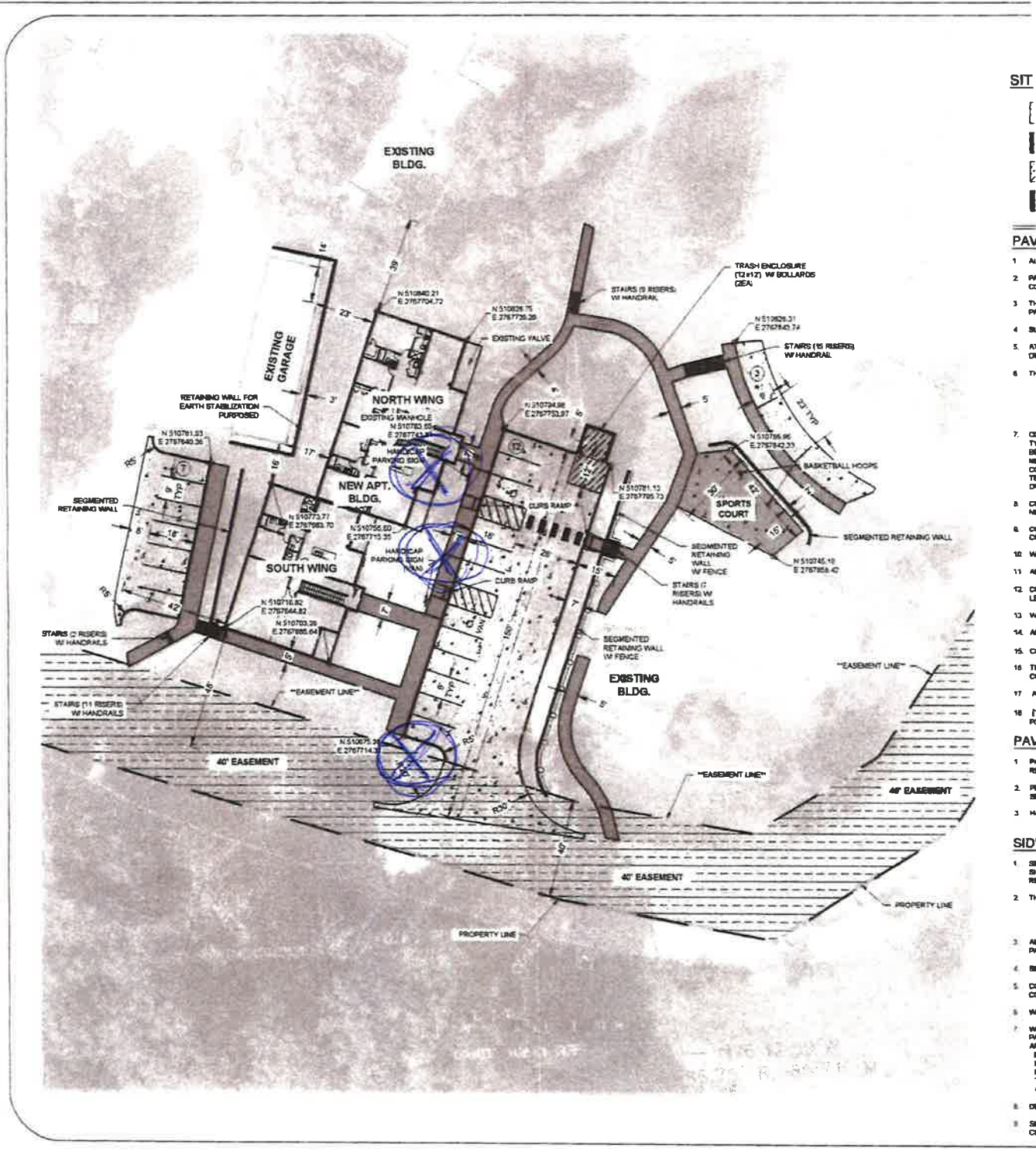


PHOTO 2

S...SITE.dwg

11/10/2021



(X) TREES THAT WILL BE REMOVED

Susan Kluthe

From: David Koukol <dkoukol@lifelonglawyers.com>
Sent: Tuesday, December 7, 2021 9:28 AM
To: Susan Kluthe
Cc: Tammi Palm; Bree Robbins; Catherine Menke
Subject: Site Plan approval for Lot 2, Fontenelle Replat 1
Attachments: LettersOfConservatorshipCertified12-6-17.pdf; BanyanCtDeedToDuane10-7-05.pdf; BanyanCtDeedToDuaneCathy12-7-11.pdf

Ms. Kluthe, I am the Conservator for Duane Menke. My letters are attached. Duane and his wife, Catherine A. Menke, live at 107 Banyan Court, Bellevue, NE. Duane bought the house over 16 years. Copies of the deeds are attached.

On behalf of Mr. Menke, I oppose the action being requested.

The basis for my opposition includes, but is not limited to:

1. The view from the Menke house will be adversely affected by the requested site plan. The proposed 3 story building on the revised site will tower over the horizon and be visible from the Menke's house. This will change the nature and character of what the Menkes are accustomed to – peace and solitude, devoid of buildings.
2. The requested action is attempting to change the layout of the apartments that were built on residential zoned property as a planned unit development (PUD) in 1967. I question the legal authority for such action. Tax lots are not part of the PUD.
3. The proposed change will adversely affect the Menke property's aesthetics and value.

Due to a prior commitment, I am not able to attend the hearing on December 7, 2021. Please make this objection part of the public record and send me notice of the Board's action.

I am copying Tammi Palm and Bree Robbins. Let me know if you have any questions. Thank you.

David J. Koukol

Member | KOUKOL & JOHNSON, LLC

3839 South 148th Street, Suite 160 | Omaha, NE 68144

Phone: 402-934-9499 | Fax: 402-934-7730

dkoukol@lifelonglawyers.com | <https://www.lifelonglawyers.com/>



Confidentiality: This message, including any attachment, is confidential.

It also may be protected by an evidentiary privilege, the work product doctrine, or other applicable law.

Please note our new address: 3839 South 148th Street, Suite 160, Omaha, Nebraska 68144.

Please note my new e-mail address: dkoukol@lifelonglawyers.com

IN THE COUNTY COURT OF SARPY COUNTY, NEBRASKA

IN THE MATTER OF THE ESTATE OF

Case # **PR 14-245**

DUANE H. MENKE
Protected Person

LETTERS OF CONSERVATORSHIP

FILED BY THE CLERK
 SARPY COUNTY
 COURT
 2014 DEC 30 PM 4:03

TO: **DAVID J. KOUKOL**
Name of conservator

The court finds you are qualified and you are appointed as the conservator of the estate of **DUANE H. MENKE**.

You are authorized and empowered to care for and manage the estate, subject to the following limitation of powers, until you shall be discharged according to law:

LIMITATIONS OF POWER:

- You shall not pay compensation to yourself or your attorney from assets or income of your protected person, nor sell real property of the estate without first giving notice to interested persons and obtaining an order of the court. The order may be entered without a hearing if all interested persons have waived notice of hearing or have executed their written consent to the fee.
- You shall not make ATM withdrawals or cash back on debit transactions without court order.
- Other restrictions: _____

You are directed to:

- Give a copy of these Letters to all financial institutions where the protected person has an account/assets. You must then file with the court an Acknowledgement of Financial Institution form along with a Personal and Financial Information for Guardianships and Conservatorships form with full account numbers.
- File with the court a Notice of Newly Discovered Asset form within 30 days of becoming aware of additional assets, gifts, awards, settlements, or inheritances over \$500.00 not disclosed in the current inventory. You must also file with the court a Certificate of Mailing showing you mailed the



Notice of Newly Discovered Asset form by first class mail, postage pre-paid, to all interested parties along with a Notice of Right to Object form.

- File a copy of the Letters of Conservatorship with the Register of Deeds in any county where the protected person has real property or an interest in real property.
- File a complete accounting of your administration of the protected person's money, assets, possessions or income (including social security or other benefits), along with the required fee, bank statements for the accounting period with personal information (Social Security number, date of birth, etc.) blacked out, Notice of Right to Object Form and a Certificate of Mailing showing copies were sent to all interested parties, including the bonding company, by first-class mail, postage prepaid, not later than 30 days after the expiration of one year after the date of these Letters and annually thereafter. The accounting shall include an updated inventory at the end of the accounting period and shall include certificates of proof of possession for all intangible personal property existing at the end of the accounting period.

DATE ISSUED: 12/30/14

BY THE COURT: [Signature] (Seal)
(County Judge)



CERTIFICATION

STATE OF NEBRASKA)
COUNTY OF SARPY) ss.

I, Clerk/Assistant Clerk, of the Sarpy County Court, certify this document consisting of 2110 page(s), to be a full, true and correct copy of the original record on file in the Sarpy County Court.
IN TESTIMONY THEREOF, I have placed my signature and the seal of said court.

DATE 12-6-17 BY THE COURT [Signature]
Clerk/Assistant Clerk

LLOYD J. DOWDING

Sarpy County Register of Deeds

1210 Golden Gate Drive, Suite 1109, Papillion, Nebraska 68046-2895, Phone: (402) 593-2185, Fax: (402) 593-2338

STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

I, LLOYD J. DOWDING, REGISTER OF DEEDS, SARPY COUNTY, NEBRASKA, HEREBY CERTIFY THAT THE ATTACHED DOCUMENT IS A TRUE AND CORRECT COPY OF THE INSTRUMENT RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS, SARPY COUNTY, NEBRASKA.

WITNESS THIS MY HAND AND SEAL THIS

THE 26TH DAY OF SEPTEMBER, 2014

INSTRUMENT NUMBER: 2005-37319

DATE RECORDED: 10/07/2005



LLOYD J. DOWDING
REGISTER OF DEEDS, SARPY COUNTY,
NEBRASKA



LLOYD J. DOWDING

Sarpy County Register of Deeds

1210 Golden Gate Drive, Suite 1109, Papillion, Nebraska 68046-2895, Phone: (402) 593-2185, Fax: (402) 593-2338

STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

I, LLOYD J. DOWDING, REGISTER OF DEEDS, SARPY COUNTY, NEBRASKA, HEREBY CERTIFY THAT THE ATTACHED DOCUMENT IS A TRUE AND CORRECT COPY OF THE INSTRUMENT RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS, SARPY COUNTY, NEBRASKA.

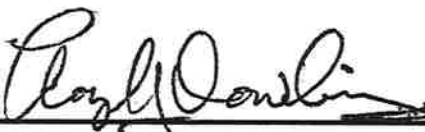
WITNESS THIS MY HAND AND SEAL THIS

THE 26TH DAY OF SEPTEMBER, 2014

INSTRUMENT NUMBER: 2011-31454

DATE RECORDED: 12/12/2011





LLOYD J. DOWDING
REGISTER OF DEEDS, SARPY COUNTY,
NEBRASKA



COUNTER ah C.E. ah
 VERIFY ah D.E. p
 PROOF a
 FEES \$ 5.50
 CHECK# 13009
 CHG _____ CASH _____
 REFUND _____ CREDIT _____
 SHORT _____ NCR _____

FILED SARPY COUNTY NEBRASKA INSTRUMENT NUMBER NEBRASKA DOCUMENTARY STAMP TAX

2011-31454

\$ EX 5

12/12/2011 11:58:17 AM

Clay J. Dowling

By: counter1

REGISTER OF DEEDS

QUITCLAIM DEED



DEED

For the consideration of One Dollar (\$1.00) and other valuable consideration, DUANE H. MENKE and CATHERINE MENKE, husband and wife, Grantors, do hereby quitclaim to DUANE H. MENKE and CATHERINE MENKE, husband and wife, as joint tenants and not as tenants in common, Grantees, all their right, title and interest in the following described real estate (as defined in Neb. Rev. Stat. § 76-201):

Lot 8, in Fox Meadow, an Addition to the City of Bellevue, as surveyed, platted, and recorded in Sarpy County, Nebraska,

and more commonly known as 107 Banyan Court, Bellevue, NE 68005.

Executed this 7 day of December, 2011.

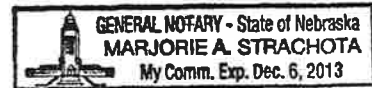
Duane Menke
 DUANE H. MENKE, Grantor

Catherine Menke
 CATHERINE MENKE, Grantor

STATE OF Nebraska)
) ss.
 COUNTY OF Sarpy)

The foregoing instrument was acknowledged before me on this 7 day of December, 2011, by DUANE H. MENKE, a married person.

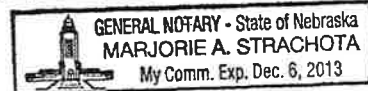
Marjorie A. Strachota
 Notary Public



STATE OF Nebraska)
) ss.
 COUNTY OF Sarpy)

The foregoing instrument was acknowledged before me on this 7 day of December, 2011, by CATHERINE MENKE, a married person.

Marjorie A. Strachota
 Notary Public



After recording, please return to:

Laura Pohlmeier
 Omaha Title & Escrow, Inc.
 Title Officer
 13915 Gold Circle
 Omaha, NE 68144

00462282.DOC



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 12/07/2021		SUBMITTED BY: Finance/CDBG			
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input type="checkbox"/>	PUBLIC HEARING	<input checked="" type="checkbox"/>
RESOLUTION	<input checked="" type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Conduct a public hearing and approve the resolution for the CDBG 2020-2021 Consolidated Annual Performance and Evaluation Report.

SYNOPSIS/BACKGROUND:

HUD regulation requires the City to submit the Consolidated Annual Performance and Evaluation Report (CAPER) which is the end of the year report outlining all activities and expenditures of grant funds during the fiscal year. During FY20-21, the CDBG program expended a total of \$329,742.57; \$149,623.10 in entitlement funding and \$180,119.47 in CDBG coronavirus supplemental appropriation funding. Of the CDBG funding expended, 93% was spent on activities that benefits low and moderate income household. The CAPER requires a 15-day public notice and a public hearing prior to approval of the resolution by the City Council.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Conduct a hearing to obtain public comments and approve resolution for the 2020-2021 CAPER

ATTACHMENTS:

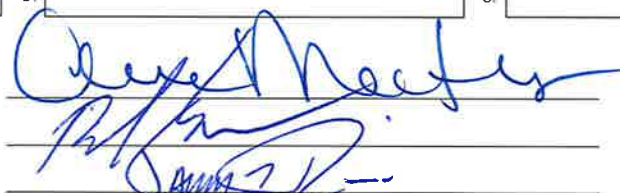
1. <input type="text" value="Resolution"/>	2. <input type="text" value="2020-2021 CAPER draft"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





City of Bellevue's **2020-2021 Consolidated Annual Performance and Evaluation Report (CAPER)**

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

PREPARED BY:

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



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DRAFT

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City of Bellevue as entitlement community forDBG funds from the U.S. Department of Housing & Urban Development must submit a Consolidated Annual Performance and Evaluation Report (CAPER) that explains in detail the activities completed and funds expended to meet those goals outlined in the Consolidated Plan and the Annual Action Plan. The City's 2020-2021 CAPER provides a review and evaluation of the city's progress towards meeting the annual goals and outcomes as outlined in the Annual Action Plan. The 2020-2021 CAPER summarizes the accomplishments and expenditures for the period of October 1, 2020, through September 30, 2021, and demonstrates the completion of the second year of activities to address the needs and priorities outlined in the 2019-2023 Consolidated Plan.

In addition to the annual funding allocation, the City also worked to respond to the COVID-19 coronavirus pandemic. HUD appropriated special allocations of funding to entitlements through the Coronavirus Aid, Relief, and Economic Security (CARES) Act, and the City completed substantial amendments to the CDBG Citizen Participation Plan, 2019-2023 Consolidated Plan, and 2019 Action Plan for the purpose of adding the CDBG Coronavirus (CDBG-CV) program goals and projects. The City continues to work towards accomplishing goals and reporting accomplishments for CDBG-CV funded projects.

With the annual allocation of CDBG entitlement funds, the City of Bellevue focused on efforts to improve the quality of life for low and moderate income residents through projects and resources that addressed the following Consolidated Plan goals: improvements to public facilities to support revitalization including infrastructure improvements, removal of barriers to accessibility; rehabilitation of commercial buildings and increase employment opportunities to address and encourage economic development; support the availability of public services to the low and moderate-income households; increase affordable housing opportunities for low- and moderate-income homeowners; and, administration and planning for successful application of the CDBG program and requirements.

To meet these goals, CDBG entitlement funding was allocated to ten projects which received approval to move forward in March 2021: Habitat Single Family Rehabilitation Project was to assist with the rehabilitation of a single family housing unit within the city limits of Bellevue to provide affordable housing. The project has faced delays due to the ongoing housing crisis and increasing home values in a sellers market. The BJS

Participation Assistance program continues to face delays in the expenditure of funding from the cancelled sports programs during the coronavirus pandemic. The ENCAP Food Delivery Program purchased the van to begin a home delivery program and moved forward with hiring and training a driver. Several activities associated with commercial façade improvements and rehabilitation projects faced delays with securing contractors and delivery of supplies to complete projects. Those projects include All-Brite Sidewalk Improvement, BVFD Fire Hall Facility Upgrade, FBC Parking Improvement Project, MRH Land First City Tavern Improvements, Marathon Building Rehabilitation, and Willabees Building Improvement Projects. All projects continue to work to address timeline delays and move forward with project construction.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee’s program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Accessibility of Transportation Opportunities	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	20	0	0.00%			
COVID-19 Preparation, Prevention and Response	Affordable Housing Non-Housing Community Development	CDBG-CV: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	1058		650	809	124.46%

COVID-19 Preparation, Prevention and Response	Affordable Housing Non-Housing Community Development	CDBG-CV: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0				
COVID-19 Preparation, Prevention and Response	Affordable Housing Non-Housing Community Development	CDBG-CV: \$	Homelessness Prevention	Persons Assisted	0	249		180	249	138.33%
COVID-19 Preparation, Prevention and Response	Affordable Housing Non-Housing Community Development	CDBG-CV: \$	Other	Other	5000	0	0.00%			
Fair Housing Outreach	Non-Housing Community Development	CDBG: \$	Other	Other	1	0	0.00%			
Increase Affordable Housing Opportunities	Affordable Housing	CDBG: \$	Homeowner Housing Added	Household Housing Unit	2	1	50.00%	0	0	
Increase Affordable Housing Opportunities	Affordable Housing	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	0	1		1	0	0.00%
Increase Affordable Housing Opportunities	Affordable Housing	CDBG: \$	Housing for Homeless added	Household Housing Unit	0	0				
Increase Affordable Housing Opportunities	Affordable Housing	CDBG: \$	Housing for People with HIV/AIDS added	Household Housing Unit	0	0				

Increase Employment Opportunities	Non-Housing Community Development	CDBG: \$	Jobs created/retained	Jobs	10	0	0.00%	5	0	0.00%
Increase Financial Literacy	Affordable Housing	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	25	0	0.00%			
Planning and Administration	Administration	CDBG: \$	Other	Other	5	0	0.00%	1	0	0.00%
Provide Community/Neighborhood Services	Non-Homeless Special Needs	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100	203	203.00%	160	109	68.13%
Provide Community/Neighborhood Services	Non-Homeless Special Needs	CDBG: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0		0	0	
Public Facilities and Infrastructure Improvements	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1165	2590	222.32%			

Rehabilitation of Commercial Buildings	Non-Housing Community Development	CDBG: \$	Facade treatment/business building rehabilitation	Business	2	0	0.00%	5	0	0.00%
Removal of Barriers to Accessibility	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1400	0	0.00%			
Sustain Current Affordable Housing	Affordable Housing	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	10	0	0.00%			
Sustain Current Affordable Housing	Affordable Housing	CDBG: \$	Other	Other	0	0				

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The summary of accomplishments below lists all activities carried out with CDBG funds during FY2020 and assesses efforts to carry out the activities as described in the 2020 Action Plan. Of the \$694,187.31 in CDBG funds available during the program year, \$149,623.10 was expended. The total unexpended program balance of \$544,564.21 will be available for the specified projects in the Action Plan until March 2021 when subrecipient agreements will expire, and projects will be evaluated and determined if funding shall remain with that project or reallocated during the next funding cycle. Due to project delays caused by the coronavirus pandemic, it is anticipated that extension request for projects will be granted. All available funding was used to address goals identified in the Consolidated Plan and 81% was used for projects benefiting

low- and moderate-income (LMI).

In the 2019-2023 Consolidated Plan, the City of Bellevue has identified six high priorities: encourage economic development through business development and job creation, improve and expand available and accessible public facilities and buildings, increase housing availability and sustainability, increase and expanse public service availability, prepare for, prevent of, and response to the COVID-19 pandemic, and administration of the CDBG program. As part of the 2020 program year, the City had eith activities supporting high priorities including: All-Brite Sidewalk Rehabilaition, BVFD Facility Upgrade Project, FBC Parking Improvement, MRH Land First City Tavern, Willabees Building Improvement, and Marathon Building Rehabilitation which assisted with building façade improvement, rehabilitation and job creation; Habiatra Single Family Rehabilitation would increase affordable housing; and program administration for the CDBG program. The remaining activitiy, BJSa Participation Assistance would provide sports participation scholarships for LMI households which a public service activity and a low priority goal.

Open activities funded in previous years which also supported Consolidated Plan goals include: 2017 Land Purchase project provided funding to Habitat for Humanity for the purchase of lots for the development of affordable housing; Washington Park Improvement project was funded to assist with the reconstruction sidewalks and ADA accessibility around the park in a LMI area; BJSa Participation Assistance Program for participation assistance; and Heartland Family Services Housing Navigator Program with housing and supportive services.

The City funded seven activity with the CDBG Coronavirus Supplemental Appropriation including: three activities, COB Human Service COVID-19 Homeless Prevention, HFS COVID-19 Assistance, and HFS COVID-19 Housing Assistance, to provide rental and mortgage assistance; ENCAP Food Pantry Expansion assisted with additional personal to expand the food pantry hours and services for LMI households; BPSF PPE Emergency Assistance to provided protective equipement for schools within high poverty and LMI areas; All Communitites COVID-19 Companionship program to provide outreach for elderly; and program administration of all COVID-19 related activities.

The completion of these projects all followed CDBG regulations, no action or willful inactions were taken to hinder the progress of the projects described in the Consolidated Plan, and all the funds except for administration and planning were committed to the benefit of low- to moderate-income persons living in the City of Bellevue, thus meeting the Nation Objectives for the CDBG program.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	1,045
Black or African American	139
Asian	9
American Indian or American Native	26
Native Hawaiian or Other Pacific Islander	0
Total	1,219
Hispanic	137
Not Hispanic	1,082

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

DRAFT

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	344,590	149,623

Table 3 - Resources Made Available

Narrative

During the 2019 fiscal year, the City of Bellevue received an annual allocation of CDBG funding in the amount of \$ 344,590.00. During the funding cycle, the CDBG entitlement funding were allocated to eligible to projects. The remaining balance of CDBG entitlement funding that was previous allocated toward projects was \$ 339,903.31. The table above illustrates the total amount of funding made available to the City of Bellevue during the FY2020. The total amount of funds expended during the year was \$149,623.10. Total amount available and the amount expended can be found in the PR26 report provided in the attachments.

In addition to the annual CDBG allocation, the City of Bellevue received a supplemental appropriation of CDBG Coronavirus funding through the CARES Act in the amount of \$422,032.00. Of the total allocation, the City expended \$180,119.47 during FY 2020. This is outlined in the PR26 CDBG-CV report provided in the attachments. The PR26 for CDBG-CV funding reports a total of \$189,377.28 in expenditures, but it includes funds drawn during the FY2021 in the amount of \$9,257.81; the correct expenditure amount for FY2020 is \$180,119.47

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City of Bellevue	100	100	All funds expended were for activities with the Bellevue city limits

Table 4 – Identify the geographic distribution and location of investments

Narrative

The City of Bellevue distributes funding through a competitive application process. Emphasis is placed on projects that address needs of low- and moderate-income persons, households, or areas. While the City does emphasize assisting LMI areas, the funding of specific activities is based upon an evaluation of each project's ability to meet the need identified in the Consolidated Plan and have the greatest impact on the City's low- and moderate-income population.

Of the ten projects funded during the 2020 fiscal year, six have specific locations. Five of the activities

are located within the Olde Towne Bellevue area: All-Brite Sidewalk Rehabilitation Project, BVFD Facility Upgrade Project, FBC Parking Improvement Project, MRH Land First City Tavern Improvements, and Willabees Building Improvement Project. The Olde Towne area is designated as a blight and substandard area by the City of Bellevue. The BVFD Facility Upgrade Project and the MRH Land First City Tavern Improvements project are also located in an LMI census tract, Census Tract 101.06. Block Group 5, which has a population of 860 and LMI percentage of 80.3%

The remaining project will directly assist low- and moderate-income individuals and households city-wide.

DRAFT

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Bellevue is an entitlement community for CDBG funding and does not receive any additional funding from HUD. During the annual funding cycle, the City does not require match funding to a project application, but does emphasize providing leveraged funding from projects seeking CDBG funds. Agencies are required to identify their efforts to obtain additional resources to assist with their projects as part of the application packet.

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

As part of the 2020 Action Plan, the projects which have planned leveraged funds to complete the identified activities were the Habitat Single Family Rehabilitation, ENCAP Food Delivery Program, BVFD Facility Upgrade Project, FBC Parking Improvement Project, MRH Land First City Tavern improvements, and Marathon Building Rehabilitation. The projects are all open and continue to move forward with leveraged funds included in the final accomplishment report. The Heartland Housing Navigator Program which was funded in during FY2019 and was completed in 2021 provided \$12,772.43 in leveraged funds to salaries and program administration.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	0	0

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	1	0
Number of households supported through Acquisition of Existing Units	0	0
Total	1	0

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

During the 2019-2023 Consolidated Plan, the City of Bellevue identified increase and maintaining affordable housing supply as a priority need. During the 2020-2021 program year, funds were allocated to three open projects that supported housing project in Bellevue: Habitat for Humanity of Sarpy County's 2020 Land Purchase project, Housing Foundation for Sarpy County's Capacity Building project, and the Habitat Rehab of Single Family Housing project. The 2020 Land Purchase activity has funding available to purchase one or more lots for development of affordable housing. The Capacity Building

assistance for the Housing Foundation for Sarpy County will be used to develop a plan for the public housing units managed by the Bellevue Housing Authority which have been requested to transfer ownership. The Habitat Rehab of Single Family Housing project will assist with rehabilitation of a house to add to the affordable housing units available in Bellevue. Beneficiaries are shown in the PR03 and PR23 reports included in the attachments.

The City of Bellevue funded three activities that assisted with rental and mortgage assistance payments through the supplemental CDBG Coronavirus funding received through the CARES Act. The activities, HFS COVID-19 Housing Assistance, COB Human Services COVID-19 Homeless Prevention, and HFS COVID-19 Housing Assistance projects, all provided rental and mortgage assistance to LMI households within the city limits of Bellevue who were affected by the coronavirus pandemic.

Discuss how these outcomes will impact future annual action plans.

Unfortunately, the City’s CDBG projects continue to be negatively impacted the COVID-19 pandemic which significantly delayed completion timelines and outcomes for both the City and subrecipients. The City will continue to include timeline projections during the application process and working directly with subrecipients to address any concerns to timely completion of projects in the future.

The City will continue to work closely with Habitat for Humanity of Sarpy County to complete the land acquisition project and the single family housing rehabilitation project to address the need for affordable housing units in Bellevue.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	0	0
Moderate-income	1	0
Total	1	0

Table 7 – Number of Households Served

Narrative Information

The table above includes the number of *households* served and entered into IDIS with reference to the PR-23 Summary of Accomplishments which is available in the attachments. One household was assisted by the Habitat Land Purchase project which purchased property for the development of affordable housing. Habitat was able to purchase one lot for the development of an affordable single family house which benefited one moderate-income household.

The City of Bellevue is not a HOME recipient.

DRAFT

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

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

During the 2020 program year, the City continued to provide assistance to Heartland Family Service with the Housing Navigator Program. The Housing Navigator Program aids homeless persons to navigate the system, identify housing assistance available, and work to gain permanent housing. The program assisted 73 persons during the program year.

The City of Bellevue also relies on the Metropolitan Area Continuum of Care for Homeless (MACCH) to assist with providing activities and projects directly to the homeless and other special needs populations.

Due to limited resources, the City encourages and supports the efforts of community-based organizations to seek other Federal, State, and local public and private sector resources to address the identified needs of the homeless persons, those at risk of becoming homeless, and special needs populations.

Addressing the emergency shelter and transitional housing needs of homeless persons

Through MACCH's network of providers working day to day with homeless, they are most capable of reaching out to the homeless population and assessing their individual needs. Heartland Family Service is assisting homeless persons with identifying and placement for permanent housing. The City has limited funding and is only a recipient of CDBG funds from HUD.

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

The City of Bellevue offered the Critical and Emergency Home Repair program for elderly homeowners in our community for accessibility improvement to assist them with remaining in their homes and aging in place. Although the program has expended all funds and closed, the City still works with other organizations to provide assistance to households who need housing and emergency repair assistance.

The City has not adopted any specific strategies to address homelessness and the priority need of

homeless persons. This is due to the very limited funding availability and the lack of existing combined data on homeless people in Bellevue and Sarpy County. The City continues to work with service organization present in the community to identify gaps in service for Bellevue as part of organization's service area. At the current time, the City utilizes each non-profits service data to review the needs on an individual basis. As gaps in services are identified, Bellevue will work with area agencies to develop programs and projects to help address the need and end homelessness.

The City focused the majority of the special allocations of CDBG-CV funding on rental and mortgage assistance to help low- and moderate-income households remain in their homes during the coronavirus pandemic.

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

Through the Housing Navigator program with Heartland Family Services, the City is able to provide the support to homeless persons to search through the available programs and find available housing for a permanent solution.

The City of Bellevue continues to support the Bellevue Housing Authority who administers the housing choice voucher program for the Bellevue community. The City is working with MACCH to identify gaps in service for Bellevue and to identify partners to help develop programs and projects that will eligible for future grant funding as well as additional federal funds to assist with the transition to permanent housing and decrease the wait time for assistance.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The Bellevue Housing Authority is the primary provider of housing to very low-income household in the City of Bellevue. During the 2020 Action Plan, no funds or programs were directly allocated to meet public housing needs. The City continues to work with Bellevue Housing Authority to identify housing needs in the community and research funding sources to help address those needs.

During the 2019 fiscal year, the City of Bellevue allocated a portion of CDBG assistance to the Housing Foundation for Sarpy County which is a partner agency to the Bellevue Housing Authority. The funds will be used for capacity building and prepare for the conversion of 51 units of public housing within Bellevue city limits. By assisting with the development of a plan for the affordable housing, the project will ensure the continued available of the units for low- and moderate-income households. This project was delayed due to the coronavirus pandemic, but anticipates completion in 2022.

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

With limited funding available, the City of Bellevue did not fund a project encouraging public housing residents to become more involved in management and to participate in homeownership. The Bellevue Housing Authority does provide Rentwise curriculum to residents as well as family self-sufficiency programs. The City will continue to provide support to the Bellevue Housing Authority in the search for additional funding to support future ventures.

Actions taken to provide assistance to troubled PHAs

None. The Bellevue Housing Authority is not identified as troubled.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

In an effort to address any negative effects of public policy on affordable housing, the City of Bellevue utilizes various opportunities for input and review prior to the approve of policies or programs. CDBG staff participate in various events throughout the year to ensure the City continues to focus on affordable housing. These events include, but are not limited to, the annual strategic planning meetings where staff and the public can discuss the priorities and goals for the city as a whole throughout the next year, the development of the City's Capital Improvement Plan, regular attendance at agenda meetings and City Council meeting to continue to remain on the forefront of City issues that may affect affordable housing.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

In addition to obstacles identified in the Consolidated Plan, no additional obstacles to meeting the underserved needs were identified during the 2020 program year. The City will continue to identify community partners and work towards addressing the needs of the underserved in the community as they are identified. The limited funding available affects the actions available to address obstacles.

The coronavirus pandemic has highlighted the need for assistance for households who have lost employment and face homelessness. The City is working with subrecipients to respond to the need through the CDBG-CV program and working with them to identify ways to address the need when CARES Act funding is exhausted. In addition to providing rental and mortgage assistance, the City also provided funding to ENCAP to expand the food pantry hours of service to provide additional outreach to those in need. All Communities Outreach was also award funds to assist with outreach to elderly households who needed additional support navigating the coronavirus pandemic, utilizing online services to request assistance and schedule vaccinations, and providing access to additional services as needed by the household.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

As part of the critical and emergency home repair program, the City of Bellevue provided lead hazard information to homeowners and will assist with address lead-based paint abatement in homes were funding above the limited outlined is provided. With limited CDBG funds available, the City will continue to pursue additional funds for lead based paint educations, partnerships to address lead based paint testing needs for households, and assistance for contractors with training opportunities.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City will continue to work with community leaders and businesses to identify opportunities to increase employment options and services in our community for low- and moderate-income residents to increase financial independence.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

With limited funding, the City does not have the capacity to address homeless populations, persons with special needs, or the various public services needs of the low- and moderate-income individuals in our community without the assistance of community partners. Throughout 2019, the City's CDBG staff participated in various community meetings, housing task force meetings and developed connections with various stakeholders throughout the community to develop participation in the Consolidated Plan and its issues as well as expand the program and institutional structure to reach more residents. By adding to the number of partner agencies, the City hopes to enhance the coordination amount partners and further examine the needs of the homeless and at-risk population, developing data sources to ensure the more recent information is available, and provide outreach and information to at-risk population addressing the needs when identified.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City of Bellevue continued to maintain connection with the Metropolitan Area Continuum of Care for the Homeless (MACCH) to ensure the City is an active participant in the non-profits outreach efforts.

The City partnered with the City of Omaha, City of Council Bluffs, the Bellevue Housing Authority, and other housing authorities in the area to develop a regional approach to fair housing efforts to develop the Affirmatively Further Fair Housing plan and future Assessment of Fair Housing plans. Although the regulations were delayed, the City was able to reach out to additional stakeholders and community partners to develop relationship and encouraged vested interest in addressing the needs of community residents within Bellevue city limits.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City of Bellevue worked to develop the Affirmatively Further Fair Housing Plan and formed a partnership with the City of Omaha and Council Bluffs and surrounding housing authorities to develop a plan to address the impediments identified. Following flooding in the Spring of 2019, the City of Bellevue joined the Housing Task Force of Sarpy County to begin efforts to address housing needs that raised from housing damaged by flooding.

To encourage participation for all residents, the City of Bellevue has developed a Limited English Proficiency Plan to addressed the needs for a small population with a wide variety of languages spoken

in the community. The plan continues to be reviewed and developed as new partners and resources are identified. The City referred one complainant to the Fair Housing Center of Nebraska and Iowa for additional assistance.

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CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The CDBG Program Administrator manages all CDBG projects and subrecipients, carries out the day-to-day operations, and implementation of funded activities with the help of the Finance Department. The monitoring process helps to facilitate the evaluation of program accomplishments in relation to the goals and objectives established in project proposals and contracts by allowing the City to review all programs and housing service providers to assess strengths, weaknesses, performance capabilities and accomplishments. Information gained from the review gives the City an opportunity to determine which programs and/or strategies are working, if benefits are being achieved, needs being met and accomplishment of objectives. Both qualitative and quantifiable methods of evaluation are utilized.

Unfortunately, due to the coronavirus pandemic, the monitoring procedures were amended during the 2020 program year to reduce the number of in-person meetings with subrecipients. The City continues to monitor subrecipients via phone and email conversations, pre-award review, invoice submissions, and quarterly performance reports. Following the receipt of reports, the CDBG Program Administrator conducts a project review and contacts subrecipients with questions and concerns.

The City of Bellevue uses an application process to distribute funding and select subrecipients to administer CDBG funded programs. In order to ensure that CDBG-funded activities are meeting a national objective; addressing priority needs described in this Consolidated Plan; and complying with federal program standards, a subrecipient agreement is executed and several forms of subrecipient monitoring are undertaken.

Prior to the execution of agreements with subrecipients, the CDBG Program Administrator holds a meeting to discuss the contract requirements, record-keeping and documentation requirements, among other CDBG-related topics. For invoice submission, subrecipients are required to submit supporting documentation (i.e. invoices, time sheets, etc.) with requests for reimbursement; support documentation is reviewed thoroughly to ensure compliance. Along with on-going monitoring, each subrecipient will be monitored on-site annually.

All purchases, including purchases under the CDBG Program, are subject to the City's Purchasing Manual. Small purchases in the aggregate follow documented price and rate quote processes. Purchases of goods and service more than the purchase ceiling follow formal RFQ, RFP or closed sealed bid processes and are subject to Council approval. All opportunities for contractors with the CDBG program are published in the local paper and posted on the City's website. The CDBG staff works with Permits and Inspections to notify contractors as they apply for City licenses about the bid opportunities through the City's grant program.

The CDBG Program Administrator and other staff continually review the program to identify concerns and address any issues. Currently, the City is in the process of updating the application process, subrecipient oversight and monitoring efforts to include a risk analysis and include in the subrecipient agreements a clause allowing for only a one-year extension of the agreement with a proposed workout plan.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City of Bellevue adopted a revised Citizen Participation Plan in July 2020 to meet all requirements for the CDBG Coronavirus funding through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and regulations published in the Federal Register Docket No. FR-6218-N-01. A copy of plan is available on the City of Bellevue's website at all times and by contacting the City's CDBG Program Administrator. The plan places emphasis on: (1) encouraging the participation of all citizens, local and regional institutions, public housing agencies, non-profit organizations, city departments, contractors, faith-based organizations, and other interested parties during the development of all plans, reports, and any substantial amendments, (2) requires a 15 day comment period before a public hearing, (3) requires at least 3 public hearings during each Program Year (one during the plan's development, one a during the draft availability, and one during the annual performance evaluation), (4) provides full access to records and information regarding all aspects of the CDBG Program, (5) non-English speaking and hearing impaired residents are provided reasonable accommodation when notified prior to hearing, and (6) provides guidance for a contingency plan in the even tof an emergency or disaster

The CAPER was developed by the City of Bellevue and a draft will made available for public comments during a fifteen-day comment period. Notice was published in the area media outlets on November 17, 2021, and the CAPER was available for review at the following locations: Bellevue City Hall, City Clerk's Office, 1500 Wall Street, Bellevue, NE 68005, Hours Monday – Friday 8:00 a.m. to 4:30 p.m. (City Clerk and CDBG Offices); Bellevue Public Library, 1003 Lincoln Road, Bellevue, NE 68005, Hours: Monday – Thursday 9:00 a.m. to 9:00 p.m.; Friday and Saturday 9:00 a.m. to 5:00 p.m.; Sunday 12:00 p.m. to 5:00 p.m.; Bellevue Housing Authority, 8214 Armstrong Circle, Bellevue, NE 68005, Monday – Friday, 8:00 a.m. to 4:30 p.m.; Bellevue Public Schools Lied Activity Center, 2700 Arboretum Dr, Bellevue, NE 68005, Tuesday, Thursday and Friday - 6:00 a.m. to 10:00 p.m. Wednesday - 6:00 a.m. to 7:00 p.m., Saturday - 8:00 a.m. to 5:00 p.m., Sunday - 12 noon - 5:00 p.m.; and City of Bellevue website at www.bellevue.net. Office hours at each location may be affected by the coronavirus pandemic.

A public hearing will be held on December 7, 2021, during the City Council regularly scheduled meeting and residents will be provided the opportunity to submit verbal comments regarding the CAPER.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

As with other communities throughout the country, the City of Bellevue was faced with the coronavirus pandemic which delayed or brought to a halt many planned activities and a change to disaster response needs. The City received two special allocations through the CARES Act and CDBG-CV funding for the preparation of, prevention of, and response to the coronavirus pandemic. This included a substantial amendment to add a coronavirus response priority and goals to the 2019-2023 Consolidated Plan and CDBG-CV funded projects to the 2019 Action Plan. The City also updated the Citizen Participation Plan to allow for emergency responses requirements and any waivers provided by HUD and regulations. The City of Bellevue also amended the monitoring procedures to allow for more conference calls and virtual meetings.

Other than coronavirus response, the City has not made any major changes to the CDBG program in the last year. The program continues to focus on:

- Encouraging economic develop through business development assistance and commercial rehabilitation.
- Improve public facilitates to support revitalization in neighborhoods and infrastructure improvements in support of economic development
- Increase affordable housing supply by maintaining affordable housing stock and encouraging the production of affordable rental units
- Provide community and neighborhood services to address identified gaps in services and expanded fair housing information and service.

The City is continuing to manage and review the program to ensure efficiency. As a result, there are proposed changes begin drafted for the program in the upcoming year to guarantee the program is up to date with current changes in regulations including the updated Section 3 regulations and requirements and CDBG-CV projects and reporting.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

DRAFT

CR-45 - CDBG 91.520(c)

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Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

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[BEDI grantees] Describe accomplishments and program outcomes during the last year.

DRAFT

Attachment

DRAFT

CAPER Resolution and Public Notice

**CITY OF BELLEVUE
NOTICE OF PUBLIC HEARING AND AVAILABILITY OF THE
2020-2021 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT**

TO ALL INTERESTED AGENCIES GROUPS AND INDIVIDUALS:

The City of Bellevue announces the availability of the draft 2020-2021 Consolidated Annual Performance and Evaluation Report (CAPER). The CAPER outlines progress made in achieving goals established in the 2019-2023 Consolidated Plan and activities outlined in the 2020 Annual Action Plan. The draft report includes: information regarding amount of funds invested in projects and activities; (2) descriptions of households assisted through investment of these funds; (3) actions taken to affirmatively further fair housing; and (4) other information relevant to the status of grant-funded projects administered by the City of Bellevue which affect local housing and community development needs. The draft CAPER covers the period of October 1, 2020, through September 30, 2021. Copies may be viewed electronically on the on the City of Bellevue website at www.bellevue.net and paper copies can be requested by contacting the City of Bellevue CDBG program. Copies of the report may also be available at the following locations: Bellevue City Hall, City Clerk's Office, 1500 Wall Street, Bellevue, NE 68005; Bellevue Public Library, 1003 Lincoln Road, Bellevue, NE 68005; Bellevue Housing Authority, 8214 Armstrong Circle, Bellevue, NE 68005; and Bellevue Public Schools Lied Activity Center, 2700 Arboretum Dr, Bellevue, NE 68005

A public hearing for the purpose of obtaining comments on the draft 2020-2021 CAPER is scheduled for: Tuesday, December 7, 2021, at 6:00 PM during the Bellevue City Council meeting in the Council Chambers, 1500 Wall Street, Bellevue, Nebraska 68005. The location of the public hearing is wheelchair accessible. If special accommodations for persons with disabilities or non-English speaking persons are needed, please contact the City Clerk at (402) 293-3007 no later than November 2, 2021. Questions, comments or suggestions are encouraged concerning the 2020-2021 CAPER and will be accepted until the time of final approval during the December 7, 2021, City Council meeting. All interested parties may submit written comments to the City of Bellevue, CDBG Program, 1500 Wall Street, Bellevue, NE 68005; by email to abby.highland@outlook.com; or contact by phone at (402)293-3000. The approved 2020-2021 CAPER will be submitted to the U.S. Department of Housing and Urban Development on or before December 10, 2021.

RESOLUTION 2021-

A RESOLUTION AUTHORIZING THE SUBMISSION OF THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE 2020-2021 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

WHEREAS, the City of Bellevue receives Community Development Block Grant (CDBG) funds as an entitlement jurisdiction from the U.S. Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, HUD requires CDBG entitlement jurisdictions complete and submit an annual summary of their grant programs through a report known as the Consolidated Annual Performance and Evaluation Report (CAPER) for each program year; and

WHEREAS, the CAPER was prepared in accordance with HUD regulations and provides information about the program year's accomplishments and how the projects met goals and objectives in the 2019-2023 Consolidated Plan; and

WHEREAS, the City provided a 15-day public comment period for the purpose of receiving written and oral comments and conducted a public hearing on December 7, 2021, for the CAPER.

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

- a.) Approves the 2020-2021 Consolidated Annual Performance and Evaluation Report (CAPER); and
- b.) Authorizes the Mayor to submit on behalf of the City of Bellevue the CAPER to the U.S. Department of Housing and Urban Development (HUD); and
- c.) Allows staff to make minor technical modifications and/or necessary corrections to the CAPER as required by HUD.

PASSED AND APPROVED, by the Mayor and City Council of the City of Bellevue, State of Nebraska, on this the 7th day of December 2021.

Rusty Hike, Mayor

(SEAL)

ATTEST:

Susan Kluthe, City Clerk

PR-26 CDBG Financial Summary Reports



Office of Community Planning and Development
 U.S. Department of Housing and Urban Development
 Integrated Disbursement and Information System
 PR25 - CDBG Financial Summary Report
 Program Year 2020
 BELLEVUE, NE

DATE: 11-01-21
 TIME: 15:29
 PAGE: 1

PART I: SUMMARY OF CDBG RESOURCES		
01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR		339,903.31
02 ENTITLEMENT GRANT		344,590.00
03 SURPLUS URBAN RENEWAL		0.00
04 SECTION 108 GUARANTEED LOAN FUNDS		0.00
05 CURRENT YEAR PROGRAM INCOME		0.00
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)		0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT		9,604.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT		0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE		0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)		694,187.31
PART II: SUMMARY OF CDBG EXPENDITURES		
09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION		100,813.96
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT		0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)		100,813.96
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION		48,009.14
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS		0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES		0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)		149,623.10
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)		544,564.21
PART III: LOW/MOD BENEFIT THIS REPORTING PERIOD		
17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS		0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING		0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES		81,813.96
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT		0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)		81,813.96
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)		81.15%
LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS		
23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: 2020 PY: 2021 PY: 2022	
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION		100,813.96
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS		81,813.96
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)		81.15%
PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS		
27 DISBURSED IN IDIS FOR PUBLIC SERVICES		35,762.72
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR		39,236.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR		33,282.72
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS		0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)		41,778.00
32 ENTITLEMENT GRANT		344,590.00
33 PRIOR YEAR PROGRAM INCOME		0.00
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP		0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)		344,590.00
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)		12.12%
PART V: PLANNING AND ADMINISTRATION (PA) CAP		
37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION		48,009.14
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR		76,727.96
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR		75,950.10
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS		0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)		49,947.00
42 ENTITLEMENT GRANT		344,590.00
43 CURRENT YEAR PROGRAM INCOME		0.00
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP		0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)		344,590.00
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)		14.49%



Office of Community Planning and Development
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LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17
 Report returned no data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18
 Report returned no data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	3	44	6426519	Washington Park Improvement	03F	LMA	\$16,853.48
2019	3	44	6431031	Washington Park Improvement	03F	LMA	\$12,823.35
2019	3	44	6523127	Washington Park Improvement	03F	LMA	\$4,793.41
					03F	Matrix Code	\$34,470.24
2020	3	55	6505508	ENCAP Food Delivery Program	05W	LHC	\$25,000.00
					05W	Matrix Code	\$25,000.00
2019	5	46	6459982	BJSJ Sports Participation Assistance Program	05Z	LWC	\$1,960.00
2019	5	46	6490149	BJSJ Sports Participation Assistance Program	05Z	LWC	\$1,320.00
2019	5	46	6523127	BJSJ Sports Participation Assistance Program	05Z	LWC	\$1,250.00
2019	6	47	6435239	Heartland Housing Navigator	05Z	LWC	\$4,489.98
2019	6	47	6454836	Heartland Housing Navigator	05Z	LWC	\$1,742.74
					05Z	Matrix Code	\$10,762.72
2016	4	29	6437585	Buckley 2110 Office Upgrade	14E	LWUP	(\$9,694.00)
					14E	Matrix Code	(\$9,694.00)
2020	8	60	6541908	Marathon Commercial Building Rehabilitation	18A	LWJ	\$21,275.00
					18A	Matrix Code	\$21,275.00
Total							\$81,813.96

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity to prevent, prepare for, and respond to Coronavirus	Activity Name	Grant Number	Fund Type	Matrix Code	National Objective	Drawn Amount
2020	3	55	6505508	Yes	ENCAP Food Delivery Program	B20MC310003	EN	05W	LHC	\$25,000.00
								05W	Matrix Code	\$25,000.00
2019	5	46	6459982	No	BJSJ Sports Participation Assistance Program	B19MC310003	EN	05Z	LWC	\$1,960.00
2019	5	46	6490149	No	BJSJ Sports Participation Assistance Program	B19MC310003	EN	05Z	LWC	\$1,320.00
2019	5	46	6523127	No	BJSJ Sports Participation Assistance Program	B19MC310003	EN	05Z	LWC	\$1,250.00
2019	6	47	6435239	No	Heartland Housing Navigator	B19MC310003	EN	05Z	LWC	\$4,489.98
2019	6	47	6454836	No	Heartland Housing Navigator	B19MC310003	EN	05Z	LWC	\$1,742.74
								05Z	Matrix Code	\$10,762.72
				No	Activity to prevent, prepare for, and respond to Coronavirus					\$10,762.72
				Yes	Activity to prevent, prepare for, and respond to Coronavirus					\$25,000.00
Total										\$35,762.72

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2016	5	30	6439695	Program Administration	21A		\$22.92
2016	5	30	6445650	Program Administration	21A		\$205.00
2016	5	30	6454836	Program Administration	21A		\$297.25
2016	5	30	6459982	Program Administration	21A		\$45.50
2016	5	30	6470850	Program Administration	21A		\$20.50
2016	5	30	6483618	Program Administration	21A		\$63.05
2016	5	30	6490149	Program Administration	21A		\$81.40
2016	5	30	6494776	Program Administration	21A		\$85.50
2016	5	30	6499577	Program Administration	21A		\$50.05
2016	5	30	6505508	Program Administration	21A		\$21.71
2016	5	30	6513632	Program Administration	21A		\$83.47
2016	5	30	6518064	Program Administration	21A		\$112.31
2016	5	30	6524367	Program Administration	21A		\$14.05
2016	5	30	6529016	Program Administration	21A		\$10.32
2016	5	30	6537825	Program Administration	21A		\$70.29
2016	5	30	6547383	Program Administration	21A		\$46.06
2017	6	36	6426519	Program Administration	21A		\$818.92
2017	6	36	6431031	Program Administration	21A		\$1.00
2017	6	36	6435239	Program Administration	21A		\$714.12



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Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2017	6	36	6430888	Program Administration	21A		\$94.98
2017	6	36	6445650	Program Administration	21A		\$955.25
2017	6	36	6450740	Program Administration	21A		\$2.50
2017	6	36	6454836	Program Administration	21A		\$194.75
2017	6	36	6459982	Program Administration	21A		\$164.00
2017	6	36	6470850	Program Administration	21A		\$20.50
2017	6	36	6483618	Program Administration	21A		\$7.79
2017	6	36	6494776	Program Administration	21A		\$225.50
2017	6	36	6499577	Program Administration	21A		\$95.10
2017	6	36	6505508	Program Administration	21A		\$72.57
2017	6	36	6513632	Program Administration	21A		\$162.02
2017	6	36	6529016	Program Administration	21A		\$8.92
2017	6	36	6537825	Program Administration	21A		\$98.00
2017	6	36	6547383	Program Administration	21A		\$135.00
2018	5	41	6426519	Program Administration	21A		\$742.62
2018	5	41	6435239	Program Administration	21A		\$645.75
2018	5	41	6439695	Program Administration	21A		\$146.12
2018	5	41	6445650	Program Administration	21A		\$758.50
2018	5	41	6454836	Program Administration	21A		\$317.75
2018	5	41	6459982	Program Administration	21A		\$748.25
2018	5	41	6470850	Program Administration	21A		\$758.50
2018	5	41	6483618	Program Administration	21A		\$85.65
2018	5	41	6494776	Program Administration	21A		\$594.50
2018	5	41	6499577	Program Administration	21A		\$95.10
2018	5	41	6505508	Program Administration	21A		\$145.14
2018	5	41	6513632	Program Administration	21A		\$245.49
2018	5	41	6518064	Program Administration	21A		\$164.00
2018	5	41	6529016	Program Administration	21A		\$62.47
2018	5	41	6537825	Program Administration	21A		\$267.50
2018	5	41	6541908	Program Administration	21A		\$135.00
2018	5	41	6547383	Program Administration	21A		\$1,091.23
2019	7	48	6426519	Program Administrator	21A		\$2,764.39
2019	7	48	6435239	Program Administrator	21A		\$2,009.00
2019	7	48	6439695	Program Administrator	21A		\$350.69
2019	7	48	6445650	Program Administrator	21A		\$1,527.25
2019	7	48	6450740	Program Administrator	21A		\$45.82
2019	7	48	6454836	Program Administrator	21A		\$1,537.50
2019	7	48	6459982	Program Administrator	21A		\$1,323.78
2019	7	48	6470850	Program Administrator	21A		\$2,004.52
2019	7	48	6478231	Program Administrator	21A		\$64.90
2019	7	48	6483618	Program Administrator	21A		\$218.02
2019	7	48	6494776	Program Administrator	21A		\$1,496.25
2019	7	48	6499577	Program Administrator	21A		\$240.26
2019	7	48	6505508	Program Administrator	21A		\$1,446.33
2019	7	48	6513632	Program Administrator	21A		\$1,216.02
2019	7	48	6518064	Program Administrator	21A		\$1,158.25
2019	7	48	6529016	Program Administrator	21A		\$205.25
2019	7	48	6537825	Program Administrator	21A		\$914.50
2019	7	48	6541908	Program Administrator	21A		\$742.50
2019	7	48	6547383	Program Administrator	21A		\$1,334.49
2020	10	62	6470850	Program Administration	21A		\$399.75
2020	10	62	6483618	Program Administration	21A		\$186.88
2020	10	62	6494776	Program Administration	21A		\$1,527.25
2020	10	62	6499577	Program Administration	21A		\$330.36
2020	10	62	6505508	Program Administration	21A		\$1,910.12
2020	10	62	6513632	Program Administration	21A		\$2,730.69
2020	10	62	6518064	Program Administration	21A		\$2,316.50
2020	10	62	6529016	Program Administration	21A		\$499.74
2020	10	62	6537825	Program Administration	21A		\$2,322.75
2020	10	62	6541908	Program Administration	21A		\$2,497.50
2020	10	62	6547383	Program Administration	21A		\$2,084.01
Total							\$48,809.14
Total							\$48,809.14



PART I: SUMMARY OF CDBG-CV RESOURCES		
01 CDBG-CV GRANT		422,032.00
02 FUNDS RETURNED TO THE LINE-OF-CREDIT		0.00
03 FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT		0.00
04 TOTAL AVAILABLE (SUM, LINES 01-03)		422,032.00
PART II: SUMMARY OF CDBG-CV EXPENDITURES		
05 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION		175,015.31
06 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION		14,361.97
07 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS		0.00
08 TOTAL EXPENDITURES (SUM, LINES 05 - 07)		189,377.28
09 UNEXPENDED BALANCE (LINE 04 - LINE8)		232,654.72
PART III: LOWMOD BENEFIT FOR THE CDBG-CV GRANT		
10 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS		0.00
11 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING		0.00
12 DISBURSED FOR OTHER LOW/MOD ACTIVITIES		175,015.31
13 TOTAL LOW/MOD CREDIT (SUM, LINES 10 - 12)		175,015.31
14 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 05)		175,015.31
15 PERCENT LOW/MOD CREDIT (LINE 13/LINE 14)		100.00%
PART IV: PUBLIC SERVICE (PS) CALCULATIONS		
16 DISBURSED IN IDIS FOR PUBLIC SERVICES		175,015.31
17 CDBG-CV GRANT		422,032.00
18 PERCENT OF FUNDS DISBURSED FOR PS ACTIVITIES (LINE 16/LINE 17)		41.47%
PART V: PLANNING AND ADMINISTRATION (PA) CAP		
19 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION		14,361.97
20 CDBG-CV GRANT		422,032.00
21 PERCENT OF FUNDS DISBURSED FOR PA ACTIVITIES (LINE 19/LINE 20)		3.40%



LINE 10 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 10

Report returned no data.

LINE 11 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 11

Report returned no data.

LINE 12 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 12

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount		
2019	13	49	6454836	COB COVID-19 Homeless Prevention Project	05Q	LMC	\$4,107.00		
			6459982	COB COVID-19 Homeless Prevention Project	05Q	LMC	\$2,760.00		
			6465247	COB COVID-19 Homeless Prevention Project	05Q	LMC	\$5,634.97		
			6470850	COB COVID-19 Homeless Prevention Project	05Q	LMC	\$5,723.36		
			6494776	COB COVID-19 Homeless Prevention Project	05Q	LMC	\$1,500.00		
	14	50	6553547	COB COVID-19 Homeless Prevention Project	05Q	LMC	\$274.67		
			6459982	HFS COVID-19 Housing Prevention Project	05Q	LMC	\$44,719.94		
			6465247	HFS COVID-19 Housing Prevention Project	05Q	LMC	\$18,347.41		
			6470850	HFS COVID-19 Housing Prevention Project	05Q	LMC	\$18,735.17		
			6478231	HFS COVID-19 Housing Prevention Project	05Q	LMC	\$26,620.79		
	15	51	6505508	ENCAP Food Pantry Expansion	05W	LMC	\$27,706.79		
			6537825	ENCAP Food Pantry Expansion	05W	LMC	\$9,902.07		
			6553547	ENCAP Food Pantry Expansion	05W	LMC	\$8,983.14		
			Total						\$175,015.31

LINE 16 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 16

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount		
2019	13	49	6454836	COB COVID-19 Homeless Prevention Project	05Q	LMC	\$4,107.00		
			6459982	COB COVID-19 Homeless Prevention Project	05Q	LMC	\$2,760.00		
			6465247	COB COVID-19 Homeless Prevention Project	05Q	LMC	\$5,634.97		
			6470850	COB COVID-19 Homeless Prevention Project	05Q	LMC	\$5,723.36		
			6494776	COB COVID-19 Homeless Prevention Project	05Q	LMC	\$1,500.00		
	14	50	6553547	COB COVID-19 Homeless Prevention Project	05Q	LMC	\$274.67		
			6459982	HFS COVID-19 Housing Prevention Project	05Q	LMC	\$44,719.94		
			6465247	HFS COVID-19 Housing Prevention Project	05Q	LMC	\$18,347.41		
			6470850	HFS COVID-19 Housing Prevention Project	05Q	LMC	\$18,735.17		
			6478231	HFS COVID-19 Housing Prevention Project	05Q	LMC	\$26,620.79		
	15	51	6505508	ENCAP Food Pantry Expansion	05W	LMC	\$27,706.79		
			6537825	ENCAP Food Pantry Expansion	05W	LMC	\$9,902.07		
			6553547	ENCAP Food Pantry Expansion	05W	LMC	\$8,983.14		
			Total						\$175,015.31

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	16	52	6435239	CDBG-CV Program Administration	21A		\$3,249.25
			6439695	CDBG-CV Program Administration	21A		\$116.90
			6445650	CDBG-CV Program Administration	21A		\$410.00
			6454836	CDBG-CV Program Administration	21A		\$1,281.25
			6459982	CDBG-CV Program Administration	21A		\$768.75
			6470850	CDBG-CV Program Administration	21A		\$943.00
			6483618	CDBG-CV Program Administration	21A		\$280.32
			6494776	CDBG-CV Program Administration	21A		\$1,455.50
			6499577	CDBG-CV Program Administration	21A		\$110.12
			6505508	CDBG-CV Program Administration	21A		\$613.57
			6513632	CDBG-CV Program Administration	21A		\$522.96
			6518064	CDBG-CV Program Administration	21A		\$543.25



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Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount			
2019	16	52	6529016	CDBG-CV Program Administration	21A		\$80.32			
			6537825	CDBG-CV Program Administration	21A		\$792.00			
			6541908	CDBG-CV Program Administration	21A		\$258.75			
			6547383	CDBG-CV Program Administration	21A		\$625.77			
			6499577	CDBG-CV R3 Program Administration	21A		\$80.10			
	20	66	6505508	CDBG-CV R3 Program Administration	21A		\$705.77			
			6513632	CDBG-CV R3 Program Administration	21A		\$552.87			
			6518064	CDBG-CV R3 Program Administration	21A		\$246.00			
			6529016	CDBG-CV R3 Program Administration	21A		\$26.77			
			6537825	CDBG-CV R3 Program Administration	21A		\$541.25			
			6541908	CDBG-CV R3 Program Administration	21A		\$112.50			
			6547383	CDBG-CV R3 Program Administration	21A		\$45.00			
			Total							\$14,361.97

PR26 - Activity Summary by Selected Grant
 Date Generated: 10/28/2021
 Grantee: BELLEVUE
 Grant Year: 2021, 2020, 2019, 2018, 2017, 2016, 2015
 Formula and Competitive Grants only, CARES Act Grants only

Total Grant Amount for 2020 Grant year = \$422,032.00														
State	Grantee Name	Grant Year	Grant Number	Activity Group	Matrix Code	National Objective	IDIS Activity	Activity to prevent, prepare for, and respond to Coronavirus	Activity Status	Amount Funded From Selected Grant	Amount Drawn From Selected Grant	% of CDBG Drawn From Selected Grant/Grant	Total CDBG Funded Amount (All Years All Sources)	Total CDBG Drawn Amount (All Years All Sources)
NE	BELLEVUE	2020	B20MC310003	Administrative And Planning	21A		62	No	Open	\$49,847.00	\$16,805.55		\$49,847.00	\$16,805.55
NE	BELLEVUE	2020	B20MW310003	Administrative And Planning	21A		52	No	Open	\$15,000.00	\$12,051.71		\$15,000.00	\$12,051.71
NE	BELLEVUE	2020	B20MW310003	Administrative And Planning	21A		66	Yes	Open	\$35,000.00	\$2,310.26		\$35,000.00	\$2,310.26
Total Administrative And Planning										\$99,947.00	\$31,167.52	7.39%	\$99,947.00	\$31,167.52
NE	BELLEVUE	2020	B20MC310003	Economic Development	14E	LMA	59	No	Open	\$45,000.00	\$0.00		\$45,000.00	\$0.00
NE	BELLEVUE	2020	B20MC310003	Economic Development	14E	SBA	56	No	Open	\$7,258.00	\$0.00		\$7,258.00	\$0.00
NE	BELLEVUE	2020	B20MC310003	Economic Development	14E	SBA	58	No	Open	\$8,548.00	\$7,000.00		\$8,548.00	\$7,000.00
NE	BELLEVUE	2020	B20MC310003	Economic Development	14E	SBA	61	No	Open	\$12,000.00	\$12,000.00		\$12,000.00	\$12,000.00
NE	BELLEVUE	2020	B20MC310003	Economic Development	18A	LMJ	60	No	Open	\$100,000.00	\$33,226.64		\$100,000.00	\$33,226.64
Total Economic Development										\$172,906.00	\$52,226.64	15.16%	\$172,906.00	\$52,226.64
NE	BELLEVUE	2020	B20MC310003	Housing	14A	LMH	53	No	Open	\$38,000.00	\$0.00		\$38,000.00	\$0.00
Total Housing										\$38,000.00	\$0.00	0.00%	\$38,000.00	\$0.00
NE	BELLEVUE	2020	B20MC310003	Public Improvements	03Z	LMA	57	No	Open	\$19,439.00	\$0.00		\$19,439.00	\$0.00
Total Public Improvements										\$19,439.00	\$0.00	0.00%	\$19,439.00	\$0.00
NE	BELLEVUE	2020	B20MC310003	Public Services	05W	LMC	55	Yes	Open	\$56,298.00	\$30,104.21		\$56,298.00	\$30,104.21
NE	BELLEVUE	2020	B20MC310003	Public Services	05Z	LMC	54	No	Open	\$8,000.00	\$0.00		\$8,000.00	\$0.00
NE	BELLEVUE	2020	B20MW310003	Public Services	05A	LMC	65	Yes	Open	\$29,907.00	\$0.00		\$29,907.00	\$0.00
NE	BELLEVUE	2020	B20MW310003	Public Services	05Q	LMC	49	Yes	Open	\$20,000.00	\$20,000.00		\$20,000.00	\$20,000.00
NE	BELLEVUE	2020	B20MW310003	Public Services	05O	LMC	50	Yes	Open	\$121,150.00	\$108,423.31		\$121,150.00	\$108,423.31
NE	BELLEVUE	2020	B20MW310003	Public Services	05Q	LMC	63	Yes	Open	\$145,479.00	\$0.00		\$145,479.00	\$0.00
NE	BELLEVUE	2020	B20MW310003	Public Services	05W	LMC	51	Yes	Open	\$46,592.00	\$46,592.00		\$46,592.00	\$46,592.00
NE	BELLEVUE	2020	B20MW310003	Public Services	05Z	LMC	64	Yes	Open	\$8,804.00	\$0.00		\$8,804.00	\$0.00
Total Public Services										\$436,830.00	\$205,119.52	48.60%	\$436,830.00	\$205,119.52
CARES Related Public Services										\$428,330.00	\$205,119.52	48.60%	\$428,330.00	\$205,119.52

Non CARES Related Public Services \$8,000.00 \$0.00 0.00% \$8,000.00 \$0.00
 Total 2020 \$766,622.00 \$288,513.68 68.36% \$766,622.00 \$288,513.68

Total Grant Amount for 2019 Grant year = \$355,531.00														
State	Grantee Name	Grant Year	Grant Number	Activity Group	Matrix Code	National Objective	IDIS Activity	Activity to prevent, prepare for, and respond to Coronavirus	Activity Status	Amount Funded From Selected Grant	Amount Drawn From Selected Grant	% of CDBG Drawn From Selected Grant/Grant	Total CDBG Funded Amount (All Years All Sources)	Total CDBG Drawn Amount (All Years All Sources)
NE	BELLEVUE	2019	B19MC310003	Acquisition	01	LMH	42	No	Open	\$22,000.00	\$0.00		\$22,000.00	\$0.00
NE	BELLEVUE	2019	B19MC310003	Total Acquisition						\$22,000.00	\$0.00	0.00%	\$22,000.00	\$0.00
NE	BELLEVUE	2019	B19MC310003	Administrative And Planning	21A		48	No	Open	\$50,000.00	\$37,220.08		\$50,000.00	\$37,220.08
NE	BELLEVUE	2019	B19MC310003	Total Administrative And Planning						\$50,000.00	\$37,220.08	10.47%	\$50,000.00	\$37,220.08
NE	BELLEVUE	2019	B19MC310003	Other	19C	LMH	45	No	Open	\$10,000.00	\$0.00		\$10,000.00	\$0.00
Total Other										\$10,000.00	\$0.00	0.00%	\$10,000.00	\$0.00
NE	BELLEVUE	2019	B19MC310003	Public Improvements	03F	LMA	44	No	Open	\$184,000.00	\$144,246.67		\$289,900.00	\$289,246.67
NE	BELLEVUE	2019	B19MC310003	Public Improvements	03K	LMA	43	No	Completed	\$14,201.65	\$14,201.65		\$139,203.00	\$139,203.00
Total Public Improvements										\$179,101.65	\$158,448.32	44.57%	\$429,103.00	\$408,449.67
NE	BELLEVUE	2019	B19MC310003	Public Services	05Z	LMC	46	No	Completed	\$8,000.00	\$8,000.00		\$8,000.00	\$8,000.00
NE	BELLEVUE	2019	B19MC310003	Public Services	05Z	LMC	47	No	Completed	\$15,000.00	\$15,000.00		\$15,000.00	\$15,000.00
Non CARES Related Public Services										\$23,000.00	\$23,000.00	6.47%	\$23,000.00	\$23,000.00
Total 2019										\$284,101.65	\$219,668.40	61.50%	\$534,103.00	\$468,669.75

Total Grant Amount for 2018 Grant year = \$356,838.00														
State	Grantee Name	Grant Year	Grant Number	Activity Group	Matrix Code	National Objective	IDIS Activity	Activity to prevent, prepare for, and respond to Coronavirus	Activity Status	Amount Funded From Selected Grant	Amount Drawn From Selected Grant	% of CDBG Drawn From Selected Grant/Grant	Total CDBG Funded Amount (All Years All Sources)	Total CDBG Drawn Amount (All Years All Sources)
NE	BELLEVUE	2018	B18MC310003	Administrative And Planning	21A		41	No	Open	\$40,000.00	\$21,410.04		\$40,000.00	\$21,410.04
NE	BELLEVUE	2018	B18MC310003	Total Administrative And Planning						\$40,000.00	\$21,410.04	6.00%	\$40,000.00	\$21,410.04
NE	BELLEVUE	2018	B18MC310003	Economic Development	14E	LMA	40	No	Cancel	\$0.00	\$0.00		\$0.00	\$0.00
Total Economic Development										\$0.00	\$0.00	0.00%	\$0.00	\$0.00
NE	BELLEVUE	2018	B18MC310003	Public Improvements	03F	LMA	44	No	Open	\$100,000.00	\$100,000.00		\$289,900.00	\$289,246.67
NE	BELLEVUE	2018	B18MC310003	Public Improvements	03K	LMA	38	No	Completed	\$130,013.00	\$130,013.00		\$255,087.00	\$255,087.00
NE	BELLEVUE	2018	B18MC310003	Public Improvements	03L	LMA	37	No	Completed	\$0.00	\$0.00		\$0.00	\$0.00
Total Public Improvements										\$230,013.00	\$230,013.00	64.46%	\$544,987.00	\$524,333.67
NE	BELLEVUE	2018	B18MC310003	Public Services	05Z	LMC	39	No	Completed	\$4,305.00	\$4,305.00		\$4,305.00	\$4,305.00
Non CARES Related Public Services										\$4,305.00	\$4,305.00	1.21%	\$4,305.00	\$4,305.00
Total 2018										\$274,318.00	\$255,728.04	71.67%	\$589,292.00	\$550,048.71

Total Grant Amount for 2017 Grant year = \$318,561.00														
State	Grantee Name	Grant Year	Grant Number	Activity Group	Matrix Code	National Objective	IDIS Activity	Activity to prevent, prepare for, and respond to Coronavirus	Activity Status	Amount Funded From Selected Grant	Amount Drawn From Selected Grant	% of CDBG Drawn From Selected Grant/Grant	Total CDBG Funded Amount (All Years All Sources)	Total CDBG Drawn Amount (All Years All Sources)
NE	BELLEVUE	2017	B17MC310003	Acquisition	01	LMH	31	No	Completed	\$12,522.43	\$12,522.43		\$12,522.43	\$12,522.43
NE	BELLEVUE	2017	B17MC310003	Total Acquisition						\$12,522.43	\$12,522.43	3.93%	\$12,522.43	\$12,522.43
NE	BELLEVUE	2017	B17MC310003	Administrative And Planning	21A		36	No	Open	\$50,000.00	\$42,070.02		\$50,000.00	\$42,070.02
NE	BELLEVUE	2017	B17MC310003	Total Administrative And Planning						\$50,000.00	\$42,070.02	13.21%	\$50,000.00	\$42,070.02
NE	BELLEVUE	2017	B17MC310003	Economic Development	18A	LMJ	35	No	Cancel	\$0.00	\$0.00		\$0.00	\$0.00
Total Economic Development										\$0.00	\$0.00	0.00%	\$0.00	\$0.00
NE	BELLEVUE	2017	B17MC310003	Public Improvements	03F	LMA	44	No	Open	\$25,000.00	\$25,000.00		\$289,900.00	\$289,246.67
NE	BELLEVUE	2017	B17MC310003	Public Improvements	03K	LMA	32	No	Completed	\$45,781.00	\$45,781.00		\$45,781.00	\$45,781.00
NE	BELLEVUE	2017	B17MC310003	Public Improvements	03L	LMA	43	No	Completed	\$125,000.00	\$125,000.00		\$139,203.00	\$139,203.00
Total Public Improvements										\$195,781.00	\$195,781.00	61.46%	\$474,884.00	\$454,230.67
NE	BELLEVUE	2017	B17MC310003	Public Services	05Z	LMC	33	No	Completed	\$8,000.00	\$8,000.00		\$8,000.00	\$8,000.00
NE	BELLEVUE	2017	B17MC310003	Public Services	05Z	LMC	34	No	Completed	\$39,780.00	\$39,780.00		\$39,780.00	\$39,780.00
Non CARES Related Public Services										\$47,780.00	\$47,780.00	15.00%	\$47,780.00	\$47,780.00
Total 2017										\$306,083.43	\$298,153.45	93.59%	\$585,186.43	\$556,603.12

Total Grant Amount for 2016 Grant year = \$298,768.00														
State	Grantee Name	Grant Year	Grant Number	Activity Group	Matrix Code	National Objective	IDIS Activity	Activity to prevent, prepare for, and respond to Coronavirus	Activity Status	Amount Funded From Selected Grant	Amount Drawn From Selected Grant	% of CDBG Drawn From Selected Grant/Grant	Total CDBG Funded Amount (All Years All Sources)	Total CDBG Drawn Amount (All Years All Sources)
NE	BELLEVUE	2016	B16MC310003	Administrative And Planning	21A		30	No	Open	\$50,000.00	\$45,713.35		\$50,000.00	\$45,713.35
NE	BELLEVUE	2016	B16MC310003	Total Administrative And Planning						\$50,000.00	\$45,713.35	15.30%	\$50,000.00	\$45,713.35
NE	BELLEVUE	2016	B16MC310003	Economic Development	14E	LMJ	29	No	Cancel	\$0.00	\$0.00		\$0.00	\$0.00
Total Economic Development										\$0.00	\$0.00	0.00%	\$0.00	\$0.00
NE	BELLEVUE	2016	B16MC310003	Housing	14A	LMH	27	No	Completed	\$70,248.46	\$70,248.46		\$70,248.46	\$70,248.46
Total Housing										\$70,248.46	\$70,248.46	23.51%	\$70,248.46	\$70,248.46
NE	BELLEVUE	2016	B16MC310003	Public Improvements	03K	LMA	38	No	Completed	\$86,761.00	\$86,761.00		\$255,087.00	\$255,087.00
NE	BELLEVUE	2016	B16MC310003	Public Improvements	03K	LMA	43	No	Completed	\$0.54	\$0.54		\$139,203.00	\$139,203.00
NE	BELLEVUE	2016	B16MC310003	Public Improvements	03L	LMA	26	No	Completed	\$66,704.00	\$66,704.00		\$66,704.00	\$66,704.00
Total Public Improvements										\$153,465.54	\$153,465.54	51.37%	\$460,994.00	\$460,994.00

NE	BELLEVUE	2016	B16MC310003	Public Services	05Z	LMC	28	No	Completed	\$15,360.00	\$15,360.00		\$15,360.00	\$15,360.00
				Non CARES Related Public Services						\$15,360.00	\$15,360.00	5.14%	\$15,360.00	\$15,360.00
				Total 2016						\$289,074.00	\$284,787.35	95.32%	\$596,602.46	\$592,315.81
Total Grant Amount for 2015 Grant year = \$287,729.00														
State	Grantee Name	Grant Year	Grant Number	Activity Group	Matrix Code	National Objective	IDIS Activity	Activity to prevent, prepare for, and respond to coronavirus	Activity Status	Amount Funded From Selected Grant	Amount Drawn From Selected Grant	% of CDBG Drawn From Selected Grant/Grant	Total CDBG Funded Amount (All Years All Sources)	Total CDBG Drawn Amount (All Years All Sources)
NE	BELLEVUE	2015	B15MC310003	Administrative And Planning	21A		25	No	Completed	\$45,286.00	\$45,286.00		\$50,000.00	\$50,000.00
				Total Administrative And Planning						\$45,286.00	\$45,286.00	15.74%	\$50,000.00	\$50,000.00
NE	BELLEVUE	2015	B15MC310003	Economic Development	14E	LMA	24	No	Completed	\$46,687.34	\$46,687.34		\$46,687.34	\$46,687.34
				Total Economic Development						\$46,687.34	\$46,687.34	16.23%	\$46,687.34	\$46,687.34
NE	BELLEVUE	2015	B15MC310003	Housing	14A	LMH	23	No	Completed	\$100,000.00	\$100,000.00		\$100,000.00	\$100,000.00
				Total Housing						\$100,000.00	\$100,000.00	34.75%	\$100,000.00	\$100,000.00
NE	BELLEVUE	2015	B15MC310003	Public Improvements	03K	LMA	38	No	Completed	\$3,312.00	\$3,312.00		\$25,087.00	\$25,087.00
NE	BELLEVUE	2015	B15MC310003	Public Improvements	03K	LMA	43	No	Completed	\$0.66	\$0.66		\$139,203.00	\$139,203.00
NE	BELLEVUE	2015	B15MC310003	Public Improvements	03L	LMA	21	No	Completed	\$60,843.00	\$60,843.00		\$60,843.00	\$60,843.00
NE	BELLEVUE	2015	B15MC310003	Public Improvements	03Z	LMC	22	No	Completed	\$31,500.00	\$31,500.00		\$31,500.00	\$31,500.00
				Total Public Improvements						\$95,755.66	\$95,755.66	33.28%	\$486,733.00	\$486,733.00
				Total 2015						\$287,729.00	\$287,729.00	100.00%	\$683,420.34	\$683,420.34
				Grand Total						\$2,207,928.08	\$1,633,579.92	68.52%	\$3,756,226.23	\$3,139,571.41

DRAFT

PR-23 CDBG Accomplishments



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Summary of Accomplishments
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BELLEVUE

Count of CDBG Activities with Disbursements by Activity Group & Matrix Code

Activity Group	Activity Category	Open Count	Open Activities Disbursed	Completed Count	Completed Activities Disbursed	Program Year Count	Total Activities Disbursed
Acquisition	Acquisition of Real Property (01)	1	\$0.00	1	\$0.00	2	\$0.00
	Total Acquisition	1	\$0.00	1	\$0.00	2	\$0.00
Economic Development	Rehab; Publicly or Privately-Owned Commercial/Industrial (14E)	4	\$19,000.00	0	\$0.00	4	\$19,000.00
	ED Direct Financial Assistance to For-Profits (18A)	1	\$21,275.00	0	\$0.00	1	\$21,275.00
	Total Economic Development	5	\$40,275.00	0	\$0.00	5	\$40,275.00
Housing	Rehab; Single-Unit Residential (14A)	1	\$0.00	0	\$0.00	1	\$0.00
	Total Housing	1	\$0.00	0	\$0.00	1	\$0.00
Public Facilities and Improvements	Parks, Recreational Facilities (03F)	1	\$34,470.24	0	\$0.00	1	\$34,470.24
	Street Improvements (03K)	0	\$0.00	1	\$0.00	1	\$0.00
	Other Public Improvements Not Listed in 03A-03S (03Z)	1	\$0.00	0	\$0.00	1	\$0.00
	Total Public Facilities and Improvements	2	\$34,470.24	1	\$0.00	3	\$34,470.24
Public Services	Senior Services (05A)	1	\$0.00	0	\$0.00	1	\$0.00
	Subsistence Payment (05Q)	3	\$128,148.64	0	\$0.00	3	\$128,148.64
	Food Banks (05W)	2	\$62,608.86	0	\$0.00	2	\$62,608.86
	Other Public Services Not Listed in 05A-05Y, 03T (05Z)	2	\$0.00	3	\$10,762.72	5	\$10,762.72
	Total Public Services	8	\$190,757.50	3	\$10,762.72	11	\$201,520.22
General Administration and Planning	General Program Administration (21A)	7	\$63,171.11	0	\$0.00	7	\$63,171.11
	Total General Administration and Planning	7	\$63,171.11	0	\$0.00	7	\$63,171.11
	Other	1	\$0.00	0	\$0.00	1	\$0.00
Other	CDBG Non-profit Organization Capacity Building (19C)	1	\$0.00	0	\$0.00	1	\$0.00
	Total Other	1	\$0.00	0	\$0.00	1	\$0.00
Grand Total		25	\$328,673.85	5	\$10,762.72	30	\$339,436.57





BELLEVUE

CDBG Sum of Actual Accomplishments by Activity Group and Accomplishment Type

Activity Group	Matrix Code	Accomplishment Type	Open Count	Completed Count	Program Year Totals
Acquisition	Acquisition of Real Property (01)	Housing Units	0	1	1
	Total Acquisition		0	1	1
Economic Development	Rehab; Publicly or Privately-Owned Commercial/Industrial (14E)	Business	2	0	2
	ED Direct Financial Assistance to For-Profits (18A)	Jobs	0	0	0
	Total Economic Development		2	0	2
Housing	Rehab; Single-Unit Residential (14A)	Housing Units	0	0	0
	Total Housing		0	0	0
Public Facilities and Improvements	Parks, Recreational Facilities (03F)	Public Facilities	1,425	0	1,425
	Street Improvements (03K)	Persons	0	1,570	1,570
	Other Public Improvements Not Listed in 03A-03S (03Z)	Public Facilities	865	0	865
	Total Public Facilities and Improvements		2,290	1,570	3,860
Public Services	Senior Services (05A)	Persons	0	0	0
	Subsistence Payment (05Q)	Persons	249	0	249
	Food Banks (05W)	Persons	904	0	904
	Other Public Services Not Listed in 05A-05Y, 03T (05Z)	Persons	14	121	135
	Total Public Services		1,167	121	1,288
Other	CDBG Non-profit Organization Capacity Building (19C)	Organizations	0	0	0
	Total Other		0	0	0
Grand Total			3,459	1,692	5,151

DK



BELLEVUE

CDBG Beneficiaries by Racial / Ethnic Category

Housing-Non Housing	Race	Total Persons	Total Hispanic Persons	Total Households	Total Hispanic Households
Non Housing	White	157	13	0	0
		888	104	0	0
	Black/African American	52	0	1	0
		87	4	0	0
	Asian	1	0	0	0
		8	0	0	0
	American Indian/Alaskan Native	13	0	0	0
		13	4	0	0
	American Indian/Alaskan Native & White	1	0	0	0
	Black/African American & White	4	0	0	0
		7	0	0	0
	Other multi-racial	3	1	0	0
		54	11	0	0
	Total Non Housing	1,288	137	1	0
Grand Total	White	157	13	0	0
		888	104	0	0
	Black/African American	52	0	1	0
		87	4	0	0
	Asian	1	0	0	0
		8	0	0	0
	American Indian/Alaskan Native	13	0	0	0
		13	4	0	0
	American Indian/Alaskan Native & White	1	0	0	0
	Black/African American & White	4	0	0	0
		7	0	0	0
	Other multi-racial	3	1	0	0
		54	11	0	0
	Total Grand Total	1,288	137	1	0

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BELLEVUE

CDBG Beneficiaries by Income Category

	Income Levels	Owner Occupied	Renter Occupied	Persons
Non Housing	Extremely Low (<=30%)	0	0	78
	Low (>30% and <=50%)	0	0	947
	Mod (>50% and <=80%)	0	0	30
	Total Low-Mod	0	0	100
	Non Low-Mod (>80%)	0	0	1
	Total Beneficiaries	0	0	11
		0	0	109
		0	0	1,058
		0	0	0
		0	0	0
		0	0	109
		0	0	1,058

OK

PR-06 Summary of Consolidated Plan Projects for Report Year

U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
PR06 - Summary of Consolidated Plan Projects for Report
Year

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IDIS								
Plan IDIS Year Project	Project Title and Description		Program	Project Estimate	Committed Amount	Amount Drawn Thru Report Year	Amount Available to Draw	Amount Drawn in Report Year
2020 1	Single Family Housing Rehabilitation	The proposed project includes the rehabilitation of a single-family housing unit owned by Habitat within the Bellevue city limits. The housing unit will be rehabilitated with CDBG funding and in-kind donations. The unit will then be made available for a low- and moderate-income household. The household will participate in homeownership preparedness courses before purchasing the home.	CDBG	\$38,000.00	\$38,000.00	\$0.00	\$38,000.00	\$0.00
2	Sports Participation Assistance Program	The program creates a participation assistance for low- and moderate-income families who reside within Bellevue city limits. The participation assistance will be expanded and available for all sports programs offered by BJSA. To increase outreach of the program, the participation assistance will be provided as a grant with the household providing match funds to leverage and demonstrate their investment in the children's participation in the programs. The assistance covers registration fees and equipment fees required to participate in the specific sports program.	CDBG	\$8,000.00	\$8,000.00	\$0.00	\$8,000.00	\$0.00
3	ENCAP Food Delivery Program	The proposed program will provide for the expansion of the Bellevue Food Pantry service by adding a food delivery service to households who are unable to travel to and utilize the food pantry in its locations. The service will offer door drop delivery of emergency food packages to individuals unable to leave their homes due to physical or mental impairments, unable to access transportation, or those facing health emergencies and unable to travel to the pantry. The expansion of the service will address transportation issues and lack of resource allocation that affect food securities in the community.	CDBG	\$56,298.00	\$56,298.00	\$25,000.00	\$31,298.00	\$25,000.00



U.S. DEPARTMENT OF HOUSING AND URBAN
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IDIS

Plan IDIS Year Project	Project Title and Description	Program	Project Estimate	Committed Amount	Amount Drawn Thru Report Year	Amount Available to Draw	Amount Drawn in Report Year	
2020 4	All-Brick Sidewalk Rehabilitation Project	The proposed project will assist with the rehabilitation and reconstruction of sidewalks at the business located at 601 West Mission Ave in Olde Towne Bellevue. The current sidewalks are in poor condition and do not meet ADA requirements. The project will bring the sidewalks up to code standards with all ADA requirements and address safety concerns for pedestrians. The business owner will provide leveraging funds in the amount required to complete the full sidewalk project.	CDBG	\$7,358.00	\$7,358.00	\$0.00	\$7,358.00	\$0.00
5	Facility Facade Upgrade Project	The proposed project will assist with the rehabilitation of the building located at 2108 Franklin Street in Olde Towne Bellevue. The project will be faade improvements including replacement of the exterior windows and doors to increase energy efficiency and address ADA requirements.	CDBG	\$19,439.00	\$19,439.00	\$0.00	\$19,439.00	\$0.00
6	FBC Parking Rehabilitation and Improvements	The proposed project will assist with the rehabilitation of the parking lot located at 112 East 23rd Street in Olde Towne Bellevue. While the ownership of the parking lot is through the church, the parking lot is available and utilized by Olde Towne Bellevue businesses for parking. The parking lot was also severely damaged from use during the emergency response to flooding that took place during 2019 from utilization by emergency service and trailers. CDBG funding will be leveraged with donations to complete reconstruction of the parking lot to code requirements.	CDBG	\$8,548.00	\$8,548.00	\$7,000.00	\$1,548.00	\$7,000.00
7	MRH First City Tavern Building Improvement	The proposed project includes assistance for faade improvements to a business located at 2210 Franklin Street in Olde Towne Bellevue. The faade improvements include window replacement, canvas tenting, and railings. With the improvements to the building, the business, a restaurant, will provide new employment opportunities and another attraction in the Olde Towne Bellevue area.	CDBG	\$45,000.00	\$45,000.00	\$0.00	\$45,000.00	\$0.00



U.S. DEPARTMENT OF HOUSING AND URBAN
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IDIS

Plan IDIS Year Project	Project Title and Description	Program	Project Estimate	Committed Amount	Amount Drawn Thru Report Year	Amount Available to Draw	Amount Drawn in Report Year
2020 8	Marathon Commercial Building Rehabilitation The proposed project will assist with the building renovations to improve the existing structure to meet food safety requirements and position the company to protect the existing employment which providing a basis for growth and increased employment opportunities along Fort Crook Road. The project will also promote economic development along Fort Crook Road which supports the redevelopment efforts in a blighted area.	CDBG	\$100,000.00	\$100,000.00	\$21,275.00	\$78,725.00	\$21,275.00
9	Willabees Building Facade Improvement Project The proposed project will assist with faAade improvements for a commercial building at 2268 Franklin Street in Olde Towne Bellevue. The faAade improvements include sidewalk rehabilitation, landscaping, and window replacement. The project will increase the energy efficient of the building in addition to address ADA concerns on the outside of the building that would affect patrons of the business and Olde Towne Bellevue.	CDBG	\$12,000.00	\$12,000.00	\$12,000.00	\$0.00	\$12,000.00
10	Program Administration The project includes all activities associated with successful administration of the CDBG program including department expenses necessary to administer the CDBG program (staff, salary benefits, supplies, and services), required action plan, CAPER, financial and reporting requirements, project monitoring, environmental assessments, continued training and education opportunities, and other responsibility for the CDBG program.	CDBG	\$49,947.00	\$49,947.00	\$16,805.55	\$33,141.45	\$16,805.55

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PR-03 CDBG Activity Summary Report



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2020
 BELLEVUE

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PGM Year:	2016		
Project:	0004 - Commercial Rehabilitation and Improvement		
IDIS Activity:	29 - Buckley 2110 Office Upgrade		
Status:	Canceled 12/10/2020 12:00:00 AM	Objective:	Create economic opportunities
Location:	2110 Franklin St Bellevue, NE 68005-5058	Outcome:	Availability/accessibility
		Matrix Code:	Rehab; Publicly or Privately-Owned Commercial/Industrial (14E)
		National Objective:	LMJP

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 01/10/2017

Description:

Activity will include facade improvement and parking reconstruction of one commercial building in Olde Towne Bellevue which has been identified as an area of need for economic development activities.

Financing

No data returned for this view. This might be because the applied filter excludes all data.

Proposed Accomplishments

Jobs : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0

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Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	0	0
Female-headed Households:	0	0	0	0	0	0	0	0
Income Category:	Owner	Renter	Total	Person				
Extremely Low	0	0	0	0				
Low Mod	0	0	0	0				
Moderate	0	0	0	0				
Non Low Moderate	0	0	0	0				
Total	0	0	0	0				
Percent Low/Mod								

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2016	A Phase I Environmental Site Assessment Report indicated there was the potential for adverse impact on the site due to VOCs from cleaning solvents. A Phase II concluded there were constituents of ferns within the ground water on the property and NDEQ was contacted regarding mitigation actions. The project is currently awaiting NDEQ response.	
2017	Buckley continues to work with NDEQ to identify all mitigation requirements and received a letter of clearance prior to approval for the project to move forward with grant funding.	
2019	Buckley has been working with Nebraska Department of Environmental Quality (NDEQ) to complete remediation for groundwater contamination prior to moving forward with the activity. Due to the extent of contamination and anticipated remediation cost, NDEQ passed the project on to the Environmental Protection Agency (EPA), who is currently conducting extensive testing in the Olde Towne area prior to determining the required mitigation steps and the anticipated cost. With ongoing environmental concerns and a timeline for remediation of contamination unavailable, CDBG staff is working to determine the next step for the activity.	





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 CDBG Activity Summary Report (GPR) for Program Year 2020
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PGM Year:	2016	Objective:	
Project:	0005 - Program Administration	Outcome:	
IDIS Activity:	30 - Program Administration	Matrix Code:	General Program Administration (21A)
Status:	Open	National Objective:	
Location:	.		

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 01/10/2017

Description:

Activity includes all requirements associated with successful administration of the CDBG program including department expenses necessary to administer the CDBG program (staff, salary, benefits, supplies, and services), required action plan, CAPER, financial and reporting requirements, project monitoring, environmental assessments, continued training and education opportunities, and other responsibility for the CDBG program.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2016	B16MC310003	\$50,000.00	\$1,229.38	\$45,713.35
Total	Total			\$50,000.00	\$1,229.38	\$45,713.35

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	0	0	0	0	0	0	0	0

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Female-headed Households:

0

Income Category:	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

DK



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PGM Year: 2017
 Project: 0001 - 2018 Land Purchase
 IDIS Activity: 31 - 2018 Land Purchase
 Status: Completed 6/24/2021 10:36:03 AM
 Location: 1001 Fort Crook Rd N Ste 207 STE 207 Bellevue, NE 98005-4226
 Objective: Provide decent affordable housing
 Outcome: Availability/accessibility
 Matrix Code: Acquisition of Real Property (01)
 National Objective: LMH

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 04/06/2018

Description:

The proposed project includes the purchase of two lots by Habitat for Humanity of Sarpy County for the new construction of affordable housing units. Each plot of land will be build with a safe, affordable house constructed for a qualified low- and moderate-income family through Habitat's application process. The home construction or rehabilitation will take place with funds received through donations, fundraising, and grants.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC310003	\$12,522.43	\$0.00	\$12,522.43
Total	Total			\$12,522.43	\$0.00	\$12,522.43

Proposed Accomplishments

Housing Units : 2

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	1	0	0	0	1	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

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Total:										
Female-headed Households:										
Income Category:										
	Owner	Renter	Total		Person					
Extremely Low	0	0	0		0					
Low Mod	0	0	0		0					
Moderate	1	0	1		0					
Non Low Moderate	0	0	0		0					
Total	1	0	1		0					
Percent Low/Mod	100.0%		100.0%							

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2017	Habitat for Humanity of Sarpy County is in the process of targeting a couple of identified lots for development.	
2018	A lot was identified and purchased in May. Habitat has identified two additional lots for purchase and working to complete all checks prior to pursuing purchase.	
2019	The subrecipient agreement extension expired without additional lots purchased. Construction began on the property in August of 2020 with a family of 9 ready to purchase the house upon completion. The home is anticipated to be completed by November 2020.	





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PGM Year: 2017
 Project: 0006 - Program Administration
 IDIS Activity: 36 - Program Administration
 Status: Open
 Location: ,
 Objective:
 Outcome:
 Matrix Code: General Program Administration (21A) National Objective:

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 04/06/2018

Description:

The project includes all activities associated with successful administration of the CDBG program including department expenses necessary to administer the CDBG program (staff, salary, benefits, supplies, and services), required action plan, CAPER, financial and reporting requirements, project monitoring, environmental assessments, continued training and education opportunities, and other responsibility for the CDBG program.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC310003	\$50,000.00	\$3,160.92	\$42,070.02
Total	Total			\$50,000.00	\$3,160.92	\$42,070.02

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	0	0	0	0	0	0	0	0

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Female-headed Households:

0

Income Category:	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

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PGM Year: 2018
 Project: 0003 - Backyard Sports Clinics & Club Participation Assistance
 IDIS Activity: 39 - Backyard Sports Clinics & Club Participation Assistance
 Status: Completed 11/19/2020 11:43:26 AM
 Location: 1500 Wall St Bellevue, NE 68005-3675
 Objective: Create suitable living environments
 Outcome: Availability/accessibility
 Matrix Code: Other Public Services Not Listed in 05A-05Y, 03T (05Z)
 National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/04/2019

Description:

The project will provide assistance to very low-, low- and moderate-income households living within the city limits to allow children to participate in the organized sports programs and specific sport clinics.
 This project is for public service activities only and does not include land acquisition or ground disturbance.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2018	B18MC310003	\$4,305.00	\$0.00	\$4,305.00
Total	Total			\$4,305.00	\$0.00	\$4,305.00

Proposed Accomplishments

People (General) : 92

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	13	0
Black/African American:	0	0	0	0	0	0	11	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

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Total:	0	0	0	0	0	0	24	0
Female-headed Households:	0		0		0			
Income Category:	Owner	Renter	Total	Person				
Extremely Low	0	0	0	3				
Low Mod	0	0	0	21				
Moderate	0	0	0	0				
Non Low Moderate	0	0	0	0				
Total	0	0	0	24				
Percent Low/Mod				100.0%				

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2018	During the 2nd and 3rd Quarter of 2018/2019 fiscal year, Backyard Sports offered child and adult swimming lesson with the assistance of the Lied Activity Center. Of the total individuals served, 8 were from female-headed households.	
2019	Obstacles during 2020 due to the coronavirus pandemic. After try different possibilities, the momentum the program gained in 2019 diminished. With no end to restrictions put in place by the pandemic, Backyard determined it was in the best interest of the grant to end the programs and return the funding. The City is current completing final monitoring and close out for the activity which will be complete in November.	

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PGM Year:	2018			
Project:	0004 - Buckley 2110 Office Retail Upgrade Phase II			
IDIS Activity:	40 - Buckley 2110 Office Retail Upgrade Phase II			
Status:	Canceled 11/17/2020 1:57:56 PM	Objective:	Create economic opportunities	
Location:	2110 Franklin St Bellevue, NE 68005-5058	Outcome:	Sustainability	
		Matrix Code:	Rehab; Publicly or Privately-Owned Commercial/Industrial (14E)	National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/04/2019

Description:

The project will provide assistance with correction of code violations and facade improvements on a building located in low and moderate-income census tract in Olde Towne Bellevue at 2110 Franklin Street.

The project includes any environmental testing that may be required as the rehabilitation moves forward.

Financing

No data returned for this view. This might be because the applied filter excludes all data.

Proposed Accomplishments

- Businesses : 1
- Total Population in Service Area: 680
- Census Tract Percent Low / Mod: 75.74

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2019	Buckley has been working with Nebraska Department of Environmental Quality (NDEQ) to complete remediation for groundwater contamination prior to moving forward with the activity. Due to the extent of contamination and anticipated remediation cost, NDEQ passed the project on to the Environmental Protection Agency (EPA), who is currently conducting extensive testing in the Olde Towne area prior to determining the required mitigation steps and the anticipated cost. With ongoing environmental concerns and a timeline for remediation of contamination unavailable, the City is working with Buckley to determine the next step for the activity. In October, CDBG staff proposed canceling the activity in IDIS due to the unknown timeline for activity and completion.	





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PGM Year: 2018
 Project: 0005 - Program Administration
 IDIS Activity: 41 - Program Administration
 Status: Open
 Location: ,
 Objective:
 Outcome:
 Matrix Code: General Program Administration (21A) National Objective:

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/04/2019

Description:

The project includes all activities associated with successful administration of the CDBG program including department expenses necessary to administer the CDBG program (staff, salary, benefits, supplies, and services), required action plan, CAPER, financial and reporting requirements, project monitoring, environmental assessments, continued training and education opportunities, and other responsibility for the CDBG program.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2018	B18MC310003	\$40,000.00	\$7,023.57	\$21,410.04
Total	Total			\$40,000.00	\$7,023.57	\$21,410.04

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	0	0	0	0	0	0	0	0

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Female-headed Households:

0

Income Category:	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

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PGM Year: 2019
 Project: 0001 - Habitat 2020 Land Purchase
 IDIS Activity: 42 - Habitat 2020 Land Purchase
 Status: Open
 Location: 1001 Fort Crook Rd N Ste 207 Bellevue, NE 68005-4226
 Objective: Provide decent affordable housing
 Outcome: Availability/accessibility
 Matrix Code: Acquisition of Real Property (01)
 National Objective: LMH

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/05/2020

Description:

The project will the purchase of one or more plots of land for the development of affordable housing. The land would be located within the city limits of Bellevue and assist with decreasing the cost of the construction of the housing unit for the 2020 home build project.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC310003	\$22,000.00	\$0.00	\$0.00
Total	Total			\$22,000.00	\$0.00	\$0.00

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	0	0

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Female-headed Households:	0	0	0	
Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2019	Habitat for Humanity of Sarpy County partnered with Habit for Humanity of Omaha to assist with projects moving forward. The grant agreement was executed in September and Habitat is currently looking for a vacant lot to purchase for development.	
2020	Habitat for Humanity of Sarpy County has been working diligently to identify a property for purchase. The major challenge is the housing market which is currently a sellers market and the low property inventory available for purchase. Habitat has enlisted the help of various realtors and continued working with the City of Bellevue to determine costs and solutions.	

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PGM Year: 2019
 Project: 0002 - CDBG Chandler Hills Paving Reconstruction and Improvement
 IDIS Activity: 43 - CDBG Chandler Hills Paving Reconstruction and Improvement
 Status: Completed 11/17/2020 4:19:12 PM
 Location: 7300 S 17th St Bellevue, NE 68147-1608
 Objective: Create suitable living environments
 Outcome: Availability/accessibility
 Matrix Code: Street Improvements (03K)
 National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/05/2020

Description:

The proposed project includes the the removal and reconstruction of 17th Street between Sydney Street and Josephine Streets. The project includes the removal of asphalt pavement and reconstruction with 7 inch concrete pavement including integral curb and gutter and replacement of the guardrail. The completed street project will have a life expectancy of 20 years. The funds will be for construction only; no administration. All administration will be in-kind provided by the Public Works Department.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		\$0.15	\$0.00	\$0.00
		2014	B14MC310003		\$0.00	\$0.15
		2015	B15MC310003	\$0.66	\$0.00	\$0.66
		2016	B16MC310003	\$0.54	\$0.00	\$0.54
		2017	B17MC310003	\$125,000.00	\$0.00	\$125,000.00
		2019	B19MC310003	\$14,201.65	\$0.00	\$14,201.65
Total	Total			\$139,203.00	\$0.00	\$139,203.00

Proposed Accomplishments

People (General) : 1,165
 Total Population in Service Area: 1,570
 Census Tract Percent Low / Mod: 80.57

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2019	The bid documents were prepared in March 2020 and the project was distributed for bids in April 2020. A bid opening was held on April 29, 2020, and the lowest responsible bidder was selected for the project. The contract was awarded and executed during the May 5th council meeting and a notice to proceed was issued. Construction work began in June and was completed in August following five weeks of work. Close out of the project began in September and was complete in November 2020.	





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PGM Year: 2019
 Project: 0003 - Washington Park Improvements
 IDIS Activity: 44 - Washington Park Improvement
 Status: Open
 Location: 1900 Franklin St Bellevue, NE 68005-3457
 Objective: Create suitable living environments
 Outcome: Availability/accessibility
 Matrix Code: Parks, Recreational Facilities (03F) National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/05/2020

Description:

The proposed project includes improvement to Washington Park. Safety improvements will include installation of ADA accessible around the exterior of the park, including along Franklin Street, accessible paths to each of the play structures and benches with accessible pads. ADA curb ramps will be installed at each intersection. A new picnic shelter will be installed as funding allows.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC310003	\$25,000.00	\$0.00	\$25,000.00
		2018	B18MC310003	\$100,000.00	\$0.00	\$100,000.00
		2019	B19MC310003	\$164,900.00	\$34,470.24	\$144,246.67
Total	Total			\$289,900.00	\$34,470.24	\$269,246.67

Proposed Accomplishments

Public Facilities : 1
 Total Population in Service Area: 1,425
 Census Tract Percent Low / Mod: 69.47

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2019	The bid documents were prepared in March 2020 and the project was distributed for bids in May 2020. A bid opening was held on May 22, 2020, and the lowest responsible bidder was selected for the project. The contract was awarded and executed during the June 2nd council meeting and a notice to proceed was issued. Construction work began in July and is anticipated to be completed in October 2020. The City provided in-kind labor for the project including project engineering, bid document preparation, and project oversight through the Public Works Department.	





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PGM Year: 2019
 Project: 0004 - Housing Foundation Capacity Building and Development
 IDIS Activity: 45 - Housing Foundation Capacity Building and Development
 Status: Open
 Location: 8214 Armstrong Cir Bellevue, NE 68147-1871
 Objective: Provide decent affordable housing
 Outcome: Sustainability
 Matrix Code: CDBG Non-profit Organization Capacity Building (19C)
 National Objective: LMH

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/05/2020

Description:

CDBG funding will be provided to complete capacity building for the Housing Foundation of Sarpy County to prepare for the conversion of 51 units of public housing located with Bellevue city limits. The capacity building will include evaluation of units to determine the type of acquisition, rehabilitation or sale is appropriate for each unit and the best use for equity in each property to further finance development of affordable housing in Bellevue and Sarpy County. All 51 units are located within Bellevue and will have an impact on the affordable housing supply within city limits.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC310003	\$10,000.00	\$0.00	\$0.00
Total	Total			\$10,000.00	\$0.00	\$0.00

Proposed Accomplishments

Organizations : 1

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0

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Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	0	0
Female-headed Households:	0		0		0			
Income Category:								
	Owner	Renter	Total	Person				
Extremely Low	0	0	0	0				
Low Mod	0	0	0	0				
Moderate	0	0	0	0				
Non Low Moderate	0	0	0	0				
Total	0	0	0	0				
Percent Low/Mod								

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2019		
2020	The Housing Foundation for Sarpy County contracted with a consultant and started the evaluation process on the HUD housing that will be transferred to the ownership of the Housing Foundation. An initial presentation is expected in mid April. Due to the ongoing COVID pandemic, the Housing Foundation has shifted much of it times to a response to the pandemic.	

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PGM Year: 2019
 Project: 0005 - BJSA Sports Participation Assistance Program
 IDIS Activity: 46 - BJSA Sports Participation Assistance Program
 Status: Completed 9/14/2021 12:00:00 AM
 Location: 1001 High School Dr Bellevue, NE 68005-3200
 Objective: Create suitable living environments
 Outcome: Availability/accessibility
 Matrix Code: Other Public Services Not Listed in 05A-05Y, 03T (05Z)
 National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/05/2020

Description:

The program creates a participation assistance for low- and moderate-income families who reside within Bellevue city limits. The participation assistance will be expanded and available for all sports programs offered by BJSA. The program covers registration fees and equipment fees required to participate in the specific sports program.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC310003	\$8,000.00	\$4,530.00	\$8,000.00
Total	Total			\$8,000.00	\$4,530.00	\$8,000.00

Proposed Accomplishments

People (General) : 59

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	10	1
Black/African American:	0	0	0	0	0	0	10	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	4	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

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Total:	0	0	0	0	0	0	24	1
Female-headed Households:	0		0		0			
Income Category:	Owner	Renter	Total	Person				
Extremely Low	0	0	0	14				
Low Mod	0	0	0	8				
Moderate	0	0	0	2				
Non Low Moderate	0	0	0	0				
Total	0	0	0	24				
Percent Low/Mod				100.0%				

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2019	As with many organizations providing public services, BJSAs worked to develop procedures to ensure the safety of all participants as health mandates are eased and programs are able to begin opening up again. Of the total persons benefiting from the participation assistance program, 17 were from female-headed households.	





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PGM Year: 2019
 Project: 0006 - Heartland Housing Navigator
 IDIS Activity: 47 - Heartland Housing Navigator
 Status: Completed 7/22/2021 12:16:44 PM
 Location: 302 American Pkwy Papillion, NE 68046-6270
 Objective: Create suitable living environments
 Outcome: Availability/accessibility
 Matrix Code: Other Public Services Not Listed in 05A-05Y, 03T (052)
 National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/05/2020

Description:

The project will assist low- and moderate-income homeless individuals and domestic violence victims with housing navigation services in Bellevue city limits. The project also will provide supportive services designed to connect homeless individuals or those fleeing domestic violence to safe, affordable housing options in addition to employment and income support. The program will be expanded to serve anyone at imminent risk of homelessness.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC310003	\$15,000.00	\$6,232.72	\$15,000.00
Total	Total			\$15,000.00	\$6,232.72	\$15,000.00

Proposed Accomplishments

People (General) : 25

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	38	7
Black/African American:	0	0	0	0	0	0	23	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	12	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

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Total:	0	0	0	0	0	0	73	7
Female-headed Households:	0		0		0			
Income Category:	Owner	Renter	Total	Person				
Extremely Low	0	0	0	66				
Low Mod	0	0	0	7				
Moderate	0	0	0	0				
Non Low Moderate	0	0	0	0				
Total	0	0	0	73				
Percent Low/Mod				100.0%				

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2019	As with many organization, Heartland Family Services has worked to continue to provide services to the community while focusing on health and safety for all during the pandemic. With the help of CDBG funding, 13 families have found permanent housing, and 6 families transitioned into temporary housing. Of the families who have exited the program to a known decimation, 17 families found new, safe, and healthy home environments away from their abuser, and 1 family returned home with a safety plan.	

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PGM Year: 2019
 Project: 0007 - Program Administration
 IDIS Activity: 48 - Program Administrator
 Status: Open
 Location: ,
 Objective:
 Outcome:
 Matrix Code: General Program Administration (21A) National Objective:

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/05/2020

Description:

The project includes all activities associated with successful administration of the CDBG program including department expenses necessary to administer the CDBG program (staff, salary, benefits, supplies, and services), required action plan, CAPER, financial and reporting requirements, project monitoring, environmental assessments, continued training and education opportunities, and other responsibility for the CDBG program.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC310003	\$50,000.00	\$20,589.72	\$37,220.08
Total	Total			\$50,000.00	\$20,589.72	\$37,220.08

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	0	0	0	0	0	0	0	0

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Female-headed Households:

0

Income Category:	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

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PGM Year: 2019
 Project: 0013 - COB Human Services COVID-19 Prevention Project
 IDIS Activity: 49 - COB COVID-19 Homeless Prevention Project
 Status: Open
 Location: 1500 Wall St Bellevue, NE 68005-3675
 Objective: Provide decent affordable housing
 Outcome: Affordability
 Matrix Code: Subsistence Payment (05Q)
 National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 10/29/2020

Description:

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC310003	\$20,000.00	\$19,725.33	\$19,725.33
Total	Total			\$20,000.00	\$19,725.33	\$19,725.33

Proposed Accomplishments

People (General) : 20

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	30	0
Black/African American:	0	0	0	0	0	0	12	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	1	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	43	0
Female-headed Households:	0		0		0			

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Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	13
Low Mod	0	0	0	19
Moderate	0	0	0	11
Non Low Moderate	0	0	0	0
Total	0	0	0	43
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2020	The activity assisted with the prevention of homelessness through rental assistance for eligible households. In addition to the data provided, 28 households assisted were female head of households.	

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PGM Year: 2019
 Project: 0014 - Housing Foundation COVID-19 Housing Prevention Project
 IDIS Activity: 50 - HFS COVID-19 Housing Prevention Project
 Status: Open
 Location: 8214 Armstrong Cir Bellevue, NE 68147-1871
 Objective: Provide decent affordable housing
 Outcome: Affordability
 Matrix Code: Subsistence Payment (05Q)
 National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 10/29/2020

Description:

The project includes funding to assist low- and moderate-income households in Bellevue with rental and mortgage payments to prevent homelessness. By providing assistance in support of housing, the program will lead to housing stability for facing financial hardship due to the coronavirus pandemic.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC310003	\$121,150.00	\$108,423.31	\$108,423.31
Total	Total			\$121,150.00	\$108,423.31	\$108,423.31

Proposed Accomplishments

People (General) : 100

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	177	24
Black/African American:	0	0	0	0	0	0	14	0
Asian:	0	0	0	0	0	0	3	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	7	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	5	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	206	24

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Female-headed Households:			0	0	0
Income Category:	Owner	Renter	Total	Person	
Extremely Low	0	0	0	186	
Low Mod	0	0	0	20	
Moderate	0	0	0	0	
Non Low Moderate	0	0	0	0	
Total	0	0	0	206	
Percent Low/Mod				100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2020	Households in Bellevue received housing assistance in January through March. Rental assistance was also provided to 60 female head of households.	

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PGM Year: 2019
 Project: 0015 - ENCAP Food Pantry Expansion
 IDIS Activity: 51 - ENCAP Food Pantry Expansion
 Status: Open
 Location: 1908 Hancock St Bellevue, NE 68005-3427
 Objective: Create suitable living environments
 Outcome: Availability/accessibility
 Matrix Code: Food Banks (05W)
 National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 10/29/2020

Description:

The project includes funding to add a Volunteer coordinator position to be responsible for recruitment, coordination, and development of volunteers at the Bellevue food Pantry to ensure efficient pantry operations due to the increased community need and response to COVID-19. The food pantry is available to Bellevue residents and will also be expanding to provide drop office service for those who are unable to visit the food bank location.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC310003	\$46,592.00	\$37,608.86	\$37,608.86
Total	Total			\$46,592.00	\$37,608.86	\$37,608.86

Proposed Accomplishments

People (General) : 500

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	681	80
Black/African American:	0	0	0	0	0	0	61	4
Asian:	0	0	0	0	0	0	5	0
American Indian/Alaskan Native:	0	0	0	0	0	0	13	4
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	49	11
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

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Total:									809	99
Female-headed Households:									0	0
Income Category:	Owner	Renter	Total	Person						
Extremely Low	0	0	0	748						
Low Mod	0	0	0	61						
Moderate	0	0	0	0						
Non Low Moderate	0	0	0	0						
Total	0	0	0	809						
Percent Low/Mod				100.0%						

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2020	Of the total persons assister, 202 were from Female Head of Households and 93 were from Elderly Households.	





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PGM Year: 2019
 Project: 0016 - CDBG-CV R1 Program Administration
 IDIS Activity: 52 - CDBG-CV Program Administration
 Status: Open
 Location: .

Objective:
 Outcome:
 Matrix Code: General Program Administration (21A) National Objective:

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 10/29/2020

Description:

The project includes all activities associated with successful administration of the CDBG Coronavirus (CDBG-CV) program including expenses necessary to administer the CDBG program (staff, salary, benefits, supplies, and services), financial and reporting requirements, project monitoring, and other responsibility for the CDBG-CV program.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC310003	\$15,000.00	\$12,051.71	\$12,051.71
Total	Total			\$15,000.00	\$12,051.71	\$12,051.71

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	0	0	0	0	0	0	0	0





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Female-headed Households:

0

Income Category:	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

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PGM Year: 2020
 Project: 0001 - Single Family Housing Rehabilitation
 IDIS Activity: 53 - Habitat Single Family Housing Rehabilitation
 Status: Open
 Location: 1000 Galvin Rd S Bellevue, NE 68005-3058
 Objective: Provide decent affordable housing
 Outcome: Availability/accessibility
 Matrix Code: Rehab; Single-Unit Residential (14A)
 National Objective: LMH

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 03/06/2021

Description:

The proposed project includes the rehabilitation of a single-family housing unit owned by Habitat within the Bellevue city limits. The housing unit will be rehabilitated with CDBG funding and in-kind donations. The unit will then be made available for a low- and moderate-income household. The household will participate in homeownership preparedness courses before purchasing the home.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC310003	\$38,000.00	\$0.00	\$0.00
Total	Total			\$38,000.00	\$0.00	\$0.00

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

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Total:	0	0	0	0	0	0	0	0
Female-headed Households:	0		0		0			
Income Category:	Owner	Renter	Total	Person				
Extremely Low	0	0	0	0				
Low Mod	0	0	0	0				
Moderate	0	0	0	0				
Non Low Moderate	0	0	0	0				
Total	0	0	0	0				
Percent Low/Mod								

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2020	Habitat for Humanity for Sarpy County began actively looking for single family housing units available for purchase. A home was identified in June 2021 and an environmental review was completed. The seller is currently delaying the closing as of September 2021. Habitat will continue to work with the seller to address any outstanding issues to ensure a successful purchase.	

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PGM Year: 2020
 Project: 0002 - Sports Participation Assistance Program
 IDIS Activity: 54 - BJSA Sports Participation Assistance Program
 Status: Open
 Location: 1001 High School Dr Bellevue, NE 68005-3200
 Objective: Create suitable living environments
 Outcome: Affordability
 Matrix Code: Other Public Services Not Listed in 05A-05Y, 03T (05Z)
 National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 03/06/2021

Description:

The program creates a participation assistance for low- and moderate-income families who reside within Bellevue city limits. The participation assistance will be expanded and available for all sports programs offered by BJSA. To increase outreach of the program, the participation assistance will be provided as a grant with the household providing match funds to leverage and demonstrate their investment in the child's participation in the programs. The assistance covers registration fees and equipment fees required to participate in the specific sports program.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC310003	\$8,000.00	\$0.00	\$0.00
Total	Total			\$8,000.00	\$0.00	\$0.00

Proposed Accomplishments

People (General) : 60

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	7	0
Black/African American:	0	0	0	0	0	0	7	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0

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Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	14	0
Female-headed Households:	0		0		0			
Income Category:								
	Owner	Renter	Total		Person			
Extremely Low	0	0	0		8			
Low Mod	0	0	0		5			
Moderate	0	0	0		1			
Non Low Moderate	0	0	0		0			
Total	0	0	0		14			
Percent Low/Mod					100.0%			

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2020	Bellevue Junior Sports Association (BJSA) expended previous funding and moved forward with CDBG funding for the Participation Assistance Program in the 4th Quarter of 2020-2021.	

DK



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PGM Year: 2020
 Project: 0003 - ENCAP Food Delivery Program
 IDIS Activity: 55 - ENCAP Food Delivery Program
 Status: Open
 Location: 1908 Hancock St Bellevue, NE 68005-3427
 Objective: Create suitable living environments
 Outcome: Availability/accessibility
 Matrix Code: Food Banks (05W)
 National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 03/06/2021

Description:

The proposed program will provide for the expansion of the Bellevue Food Pantry service by adding a food delivery service to households who are unable to travel to and utilize the food pantry in its locations.

The service will offer door drop delivery of emergency food packages to individuals unable to leave their homes due to physical or mental impairments, unable to access transportation, or those facing health emergencies and unable to travel to the pantry.

The expansion of the service will address transportation issues and lack of resource allocation that affect food securities in the community.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC310003	\$56,298.00	\$25,000.00	\$25,000.00
Total	Total			\$56,298.00	\$25,000.00	\$25,000.00

Proposed Accomplishments

People (General) : 100

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	89	5
Black/African American:	0	0	0	0	0	0	1	0
Asian:	0	0	0	0	0	0	1	0
American Indian/Alaskan Native:	0	0	0	0	0	0	1	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	3	1
Asian/Pacific Islander:	0	0	0	0	0	0	0	0

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Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	95	6
Female-headed Households:	0		0		0			
Income Category:								
	Owner	Renter	Total	Person				
Extremely Low	0	0	0	70				
Low Mod	0	0	0	25				
Moderate	0	0	0	0				
Non Low Moderate	0	0	0	0				
Total	0	0	0	95				
Percent Low/Mod				100.0%				

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2020	<p>After notification of award, ENCAP began implementation steps and determining delivery routes. During the 3rd Quarter, ENCAP hired a part-time delivery driver and purchased a food delivery van. Food deliveries began on July 1, 2021. The 4th Quarter included continual training for the delivery driver. To ensure food distribution meets the community needs, Bellevue staff tracks all request for food delivery and the type of food distributed. To date, inventory has been sufficient to meet all the request that have been received.</p> <p>In addition to the data provided below, the persons provided assistance included 79 persons from female head of households and 78 persons were elderly. There were also 70 persons who were disabled.</p>	

DRAFT



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PGM Year: 2020
 Project: 0004 - All-Brite Sidewalk Rehabilitation Project
 IDIS Activity: 56 - All-Brite Sidewalk Rehabilitation Project
 Status: Open
 Location: 601 W Mission Ave Bellevue, NE 68005-5121
 Objective: Create economic opportunities
 Outcome: Availability/accessibility
 Matrix Code: Rehab; Publicly or Privately-Owned Commercial/Industrial (14E)
 National Objective: SBA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 03/06/2021

Description:

The proposed project will assist with the rehabilitation and reconstruction of sidewalks at the business located at 601 West Mission Ave in Olde Towne Bellevue. The current sidewalks are in poor condition and do not meet ADA requirements. The project will bring the sidewalks up to code standards with all ADA requirements and address safety concerns for pedestrians. The business owner will provide leveraging funds in the amount required to complete the full sidewalk project.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC310003	\$7,358.00	\$0.00	\$0.00
Total	Total			\$7,358.00	\$0.00	\$0.00

Proposed Accomplishments

Businesses : 1

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2020	Following approval of the subrecipient agreement, All-Brite pursued securing a contractor to complete sidewalk reconstruction. The selected contractor was unable to complete the project and All-Brite has been working to obtain bids from other contractors. The size of the project and labor standards requirements has proven to be an issue in secure another contractor to complete the project. All-Brite will continue to work with the City of Bellevue CDBG Program Administrator to identify and pursue eligible contractors to complete the project.	





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PGM Year: 2020
 Project: 0005 - Facility Facade Upgrade Project
 IDIS Activity: 57 - BVF Facility Upgrade Project
 Status: Open
 Location: 2108 Franklin St Bellevue, NE 68005-5058
 Objective: Create suitable living environments
 Outcome: Availability/accessibility
 Matrix Code: Other Public Improvements Not Listed in 03A-03S (03Z)
 National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 03/06/2021

Description:

The proposed project will assist with the rehabilitation of the building located at 2108 Franklin Street in Olde Towne Bellevue. The project will be facade improvements including replacement of the exterior windows and doors to increase energy efficiency and address ADA requirements.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC310003	\$19,439.00	\$0.00	\$0.00
Total	Total			\$19,439.00	\$0.00	\$0.00

Proposed Accomplishments

Public Facilities : 1
 Total Population in Service Area: 865
 Census Tract Percent Low / Mod: 80.35

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2020	During the 2nd Quarter, Bellevue Fire Hall obtain bids and secured contractors to complete window and door replacement. The project was delayed until materials ordered had been delivered. During the 3rd and 4th Quarter, construction and installation work was complete.	





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PGM Year: 2020
 Project: 0006 - FBC Parking Rehabilitation and Improvements
 IDIS Activity: 58 - FBC Parking Rehabilitation and Improvements
 Status: Open
 Location: 112 E 23rd Ave Bellevue, NE 68005-5251
 Objective: Create suitable living environments
 Outcome: Availability/accessibility
 Matrix Code: Rehab; Publicly or Privately-Owned Commercial/Industrial (14E)
 National Objective: SBA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 03/06/2021

Description:

The proposed project will assist with the rehabilitation of the parking lot located at 112 East 23rd Street in Olde Towne Bellevue. While the ownership of the parking lot is through the church, the parking lot is available and utilized by Olde Towne Bellevue businesses for parking. The parking lot was also severely damaged from use during the emergency response to flooding that took place during 2019 from utilization by emergency service and trailers. CDBG funding will be leveraged with donations to complete reconstruction of the parking lot to code requirements.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC310003	\$8,548.00	\$7,000.00	\$7,000.00
Total	Total			\$8,548.00	\$7,000.00	\$7,000.00

Proposed Accomplishments

Businesses : 1

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2020	During the 2nd Quarter, the project was delayed due to a pause in funding and contractor timeline/calendar. The project began in the 3rd Quarter and was complete in the 4th Quarter. Bellevue continues to work with FBC to complete all paperwork and close out the project.	





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PGM Year: 2020
 Project: 0007 - MRH First City Tavern Building Improvement
 IDIS Activity: 59 - MRH First City Tavern Building Improvements
 Status: Open
 Location: 2210 Franklin St Bellevue, NE 68005-5235
 Objective: Create economic opportunities
 Outcome: Availability/accessibility
 Matrix Code: Rehab; Publicly or Privately-Owned Commercial/Industrial (14E)
 National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 03/06/2021

Description:

The proposed project includes assistance for facade improvements to a business located at 2210 Franklin Street in Olde Towne Bellevue. The facade improvements include window replacement, canvas tenting, and railings. With the improvements to the building, the business, a restaurant, will provide new employment opportunities and another attraction in the Olde Towne Bellevue area.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC310003	\$45,000.00	\$0.00	\$0.00
Total	Total			\$45,000.00	\$0.00	\$0.00

Proposed Accomplishments

Businesses : 1
 Total Population in Service Area: 865
 Census Tract Percent Low / Mod: 80.35

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.





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PGM Year: 2020
 Project: 0008 - Marathon Commercial Building Rehabilitation
 IDIS Activity: 60 - Marathon Commercial Building Rehabilitation
 Status: Open
 Location: 909 Fort Crook Rd N Bellevue, NE 68005-4335
 Objective: Create economic opportunities
 Outcome: Availability/accessibility
 Matrix Code: ED Direct Financial Assistance to For-Profits (18A)
 National Objective: LMJ

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 03/06/2021

Description:

The proposed project will assist with the building renovations to improve the existing structure to meet food safety requirements and position the company to protect the existing employment which providing a basis for growth and increased employment opportunities along Fort Crook Road.
 The project will also promote economic development along Fort Crook Road which supports the redevelopment efforts in a blighted area.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC310003	\$100,000.00	\$21,275.00	\$21,275.00
Total	Total			\$100,000.00	\$21,275.00	\$21,275.00

Proposed Accomplishments

Jobs : 5

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

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Total: 0 0 0 0 0 0 0 0

Female-headed Households: 0 0 0

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2020	During the 3rd Quarter, Marathon Ventures secured bids from two contractors to complete work on the project. Work continued into the 4th Quarter will additional bid secured for additional construction work. Work is ongoing for the project; portions of the project have been postponed due to delays in material orders.	

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PGM Year: 2020
 Project: 0009 - Willabees Building Facade Improvement Project
 IDIS Activity: 61 - Willabees Building Facade Improvement Project

Status: Open
 Location: 2268 Franklin St Bellevue, NE 68005-5246
 Objective: Create economic opportunities
 Outcome: Availability/accessibility
 Matrix Code: Rehab; Publicly or Privately-Owned Commercial/Industrial (14E)
 National Objective: SBA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 03/06/2021

Description:

The proposed project will assist with facade improvements for a commercial building at 2268 Franklin Street in Olde Towne Bellevue. The facade improvements include sidewalk rehabilitation, landscaping, and window replacement. The project will increase the energy efficient of the building in addition to address ADA concerns on the outside of the building that would affect patrons of the business and Olde Towne Bellevue.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC310003	\$12,000.00	\$12,000.00	\$12,000.00
Total	Total			\$12,000.00	\$12,000.00	\$12,000.00

Proposed Accomplishments

Businesses : 1

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2020	The project faced delays in the 2nd Quarter due to contractor scheduling issues. During the 3rd and 4th Quarter, the project moved forward with sidewalk replacement and facade improvements and was complete.	





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PGM Year:	2020	Objective:	
Project:	0010 - Program Administration	Outcome:	
IDIS Activity:	62 - Program Administration	Matrix Code:	General Program Administration (21A)
Status:	Open	National Objective:	
Location:	.		

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 03/06/2021

Description:

The project includes all activities associated with successful administration of the CDBG program including department expenses necessary to administer the CDBG program (staff, salary, benefits, supplies, and services), required action plan, CAPER, financial and reporting requirements, project monitoring, environmental assessments, continued training and education opportunities, and other responsibility for the CDBG program.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC310003	\$49,947.00	\$16,805.55	\$16,805.55
Total	Total			\$49,947.00	\$16,805.55	\$16,805.55

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	0	0	0	0	0	0	0	0

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Female-headed Households:

0

Income Category:	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

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PGM Year: 2019
 Project: 0017 - Housing Foundation COVID-19 Housing Assistance
 IDIS Activity: 63 - HFS COVID-19 Housing Assistance
 Status: Open
 Location: 8214 Armstrong Cir Bellevue, NE 68147-1871
 Objective: Provide decent affordable housing
 Outcome: Affordability
 Matrix Code: Subsistence Payment (05Q)
 National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 04/09/2021

Description:

The project includes assistance low- and moderate-income households affected by the COVID-19 pandemic with rental and mortgage payments to prevent eviction and homelessness. Households must make less than 80% of the area median income and be current residents within Bellevue city limits.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC310003	\$145,479.00	\$0.00	\$0.00
Total	Total			\$145,479.00	\$0.00	\$0.00

Proposed Accomplishments

People (General) : 60

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	0	0

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Female-headed Households:			0	0	0
Income Category:	Owner	Renter	Total	Person	
Extremely Low	0	0	0	0	
Low Mod	0	0	0	0	
Moderate	0	0	0	0	
Non Low Moderate	0	0	0	0	
Total	0	0	0	0	
Percent Low/Mod					

Annual Accomplishments
 No data returned for this view. This might be because the applied filter excludes all data.

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PGM Year: 2019
 Project: 0018 - BPSF COVID-19 PPE Emergency Assistance
 IDIS Activity: 64 - BPSF COVID-19 PPE Emergency Assistance
 Status: Open
 Location: 2820 Arboretum Dr Suite 603 Bellevue, NE 68005-3594
 Objective: Create suitable living environments
 Outcome: Affordability
 Matrix Code: Other Public Services Not Listed in 05A-05Y, 03T (05Z)
 National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 04/09/2021

Description:

The funding will assist with the purchase of personal protective equipment for personnel and students at schools in the Bellevue school district with 51% or more of students participating in free and reduced lunch program.

This will assist with the protection of all and prevention of spread of the virus. Personal protective equipment includes touchless thermometers, handsanitizer, gloves and disposable masks.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC310003	\$8,904.00	\$0.00	\$0.00
Total	Total			\$8,904.00	\$0.00	\$0.00

Proposed Accomplishments

People (General) : 1,100

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

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Total:			0	0	0	0	0	0	0
Female-headed Households:			0		0		0		0
Income Category:	Owner	Renter	Total	Person					
Extremely Low	0	0	0	0					
Low Mod	0	0	0	0					
Moderate	0	0	0	0					
Non Low Moderate	0	0	0	0					
Total	0	0	0	0					
Percent Low/Mod									

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

DK



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PGM Year: 2019
 Project: 0019 - All Communities COVID-19 Companionship and Outreach Program
 IDIS Activity: 65 - All Communities COVID-19 Companionship Program
 Status: Open
 Location: 112 E Mission Ave Bellevue, NE 68005-5201
 Objective: Create suitable living environments
 Outcome: Availability/accessibility
 Matrix Code: Senior Services (05A)
 National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 04/09/2021

Description:

The proposed program will assist with the expansion of the outreach program to counter the psychological effects of self-isolation for elderly residents. Funds will be used to add additional staff hours, transportation cost, and supplies for the program. The funds will assist with expanded assistance for an additional six months.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC310003	\$29,907.00	\$0.00	\$0.00
Total	Total			\$29,907.00	\$0.00	\$0.00

Proposed Accomplishments

People (General) : 150

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

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U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2020
 BELLEVUE

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Total: 0 0 0 0 0 0 0 0

Female-headed Households: 0 0 0

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2020		

DK



U.S. Department of Housing and Urban Development
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 CDBG Activity Summary Report (GPR) for Program Year 2020
 BELLEVUE

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PGM Year: 2019
 Project: 0020 - CDBG-CV R3 Program Administration
 IDIS Activity: 66 - CDBG-CV R3 Program Administration
 Status: Open
 Location: ,
 Objective:
 Outcome:
 Matrix Code: General Program Administration (21A) National Objective:

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 04/09/2021

Description:

The project includes all activities associated with successful administration of the CDBG program including department expenses necessary to administer the CDBG-CV program (staff, salary, benefits, supplies, and services), required action plan amendments, financial and reporting requirements, project monitoring, environmental assessments, continued training and other responsibility for the CDBG-CV program.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC310003	\$35,000.00	\$2,310.26	\$2,310.26
Total	Total			\$35,000.00	\$2,310.26	\$2,310.26

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	0	0	0	0	0	0	0	0

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Female-headed Households:

0

Income Category:	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

DK



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
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CDBG Activity Summary Report (GPR) for Program Year 2020
BELLEVUE

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Total Funded Amount:	\$1,457,552.43
Total Drawn Thru Program Year:	\$700,860.18
Total Drawn In Program Year:	\$329,742.57

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DK

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 12/07/2021		SUBMITTED BY: Finance/CDBG	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Conduct a public hearing and approve the resolution for the CDBG 2020-2021 Consolidated Annual Performance and Evaluation Report.

SYNOPSIS/BACKGROUND:

HUD regulation requires the City to submit the Consolidated Annual Performance and Evaluation Report (CAPER) which is the end of the year report outlining all activities and expenditures of grant funds during the fiscal year. During FY20-21, the CDBG program expended a total of \$329,742.57; \$149,623.10 in entitlement funding and \$180,119.47 in CDBG coronavirus supplemental appropriation funding. Of the CDBG funding expended, 93% was spent on activities that benefits low and moderate income household. The CAPER requires a 15-day public notice and a public hearing prior to approval of the resolution by the City Council.

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:

Conduct a hearing to obtain public comments and approve resolution for the 2020-2021 CAPER

ATTACHMENTS:

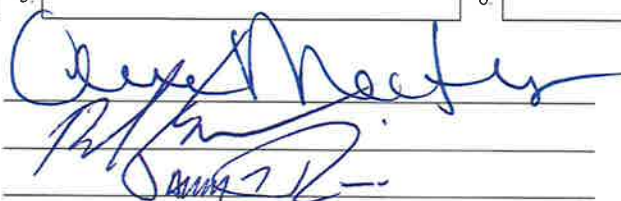
1. Resolution	2. 2020-2021 CAPER draft	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



RESOLUTION 2021-44

A RESOLUTION AUTHORIZING THE SUBMISSION OF THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE 2020-2021 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

WHEREAS, the City of Bellevue receives Community Development Block Grant (CDBG) funds as an entitlement jurisdiction from the U.S. Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, HUD requires CDBG entitlement jurisdictions complete and submit an annual summary of their grant programs through a report known as the Consolidated Annual Performance and Evaluation Report (CAPER) for each program year; and

WHEREAS, the CAPER was prepared in accordance with HUD regulations and provides information about the program year's accomplishments and how the projects met goals and objectives in the 2019-2023 Consolidated Plan; and

WHEREAS, the City provided a 15-day public comment period for the purpose of receiving written and oral comments and conducted a public hearing on December 7, 2021, for the CAPER.

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

- a.) Approves the 2020-2021 Consolidated Annual Performance and Evaluation Report (CAPER); and
- b.) Authorizes the Mayor to submit on behalf of the City of Bellevue the CAPER to the U.S. Department of Housing and Urban Development (HUD); and
- c.) Allows staff to make minor technical modifications and/or necessary corrections to the CAPER as required by HUD.

PASSED AND APPROVED, by the Mayor and City Council of the City of Bellevue, State of Nebraska, on this the 7th day of December 2021.

Rusty Hike, Mayor

(SEAL)

ATTEST:

Susan Kluthe, City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 12/07/2021		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 Stroehler 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 Stroehler or Sgt. Don Pleiss has already given approval for these hunters and their specified sites.

ATTACHMENTS:

1. Listing for approval	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]

2021 Hunter Waivers

Name	Address	City	Zip	Hunting Permit #	Address of Hunting Site	Gvn to Police	PD Apprv'd or Dn'd	CC Mtg	CC Apprv'd or Denied
Zachary Kellner	1303 Camp Gifford Road	Bellevue	68005	12119290	1309 Camp Gifford Road	11/29/2021	11/29/2021	12/7/2021	

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16b.
12/7/2021

COUNCIL MEETING DATE: 12/07/2021	SUBMITTED BY: Finance/CDBG	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Authorize Mayor to sign Subordination Agreement

SYNOPSIS/BACKGROUND:

A homeowner who received assistance through the CDBG Housing Rehabilitation program has a CDBG lien for \$5,750.62, and she is trying to secure a first lien mortgage. In order to secure this loan, she is requesting that we execute a Subordination Agreement which will have the CDBG lien remain in second position to the mortgage.

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:

Authorize the Mayor to sign the Subordination Agreement

ATTACHMENTS:

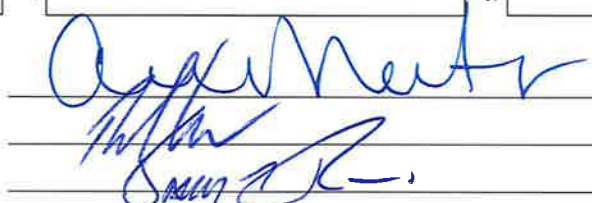
1. Subordination Agreement	2. Original Deed of Trust	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



SUBORDINATION AGREEMENT

Loan No: 3491086871

This Agreement is made this _____, 20____ by **The City of Bellevue, Nebraska**, whose address is _____ (the "Lienholder").

WHEREAS the Lienholder is the holder of a mortgage/deed of trust/lien in the principal amount of \$12,461.00, executed by **Jennifer Libby, a single individual** (the "Borrower"), to **Patrick J. Sullivan Attorney at Law**, Trustee for the benefit of **The City of Bellevue, Nebraska**, dated March 21, 2016 and recorded on April 15, 2016, in Instrument 2016-08139, in the records of Sarpy County ("Lienholder's Lien"), covering the property commonly known as 3728 Gayle Ave, Bellevue, NE 68123-5207 (the "Property") and legally described as:

Situated in the County of Sarpy, State of NE:

LOT 1A BELLA WEST TOWNHOMES, AN ADDITION TO THE CITY OF BELLEVUE, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA.

Tax ID No.: 011098260

WHEREAS Rocket Mortgage, LLC intends to make a loan to the Borrower in a principal amount not to exceed \$104,118.00 and dated on or about _____, 20____ to be secured by a mortgage/deed of trust granted to Mortgage Electronic Registration Systems Inc., as nominee for Rocket Mortgage, LLC, its successors and or assigns, covering the Property ("Rocket Mortgage Lien"), and

WHEREAS Rocket Mortgage will only make the loan to the Borrower provided that Lienholder's Lien is subordinate to Rocket Mortgage Lien, and

WHEREAS Lienholder intends that Rocket Mortgages Lien be prior and superior to Lienholder's Lien.

NOW, THEREFORE, it is agreed that in consideration of one dollar and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Lienholder agrees to subordinate and make Lienholder's Lien subordinate and junior in all respects to Rocket Mortgage Lien.

Witnesses:

Lienholder Signature:

Signature _____

Lienholder: The City of Bellevue, Nebraska

Printed Name _____

Printed Name _____

Signature _____

Title _____

Printed Name _____

STATE OF _____)

ss

COUNTY OF _____)

On _____, 20____ before me, _____ (Notary Name), personally appeared _____ (Lienholder Representative), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(Notary Signature)

Notary Public, County of _____, Acting in _____ County.

State of _____

My commission expires _____.

This instrument drafted by and after recording return to:
Maiya Lockett
Rocket Mortgage, LLC
Subordination Dept.
615 W. Lafayette
Detroit, MI 48226

COUNTER P C.E. P
VERIFY P D.E. P
PROOF P R
FEES \$ 34.00
CHECK# _____
CHG COB CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER

2016-08139

04/15/2016 2:29:45 PM

Clay J. Rowling

REGISTER OF DEEDS



RR
City of Bellevue
CDBG Office
210 West Mission Ave
Bellevue, NE 68005

**SECOND DEED OF TRUST
AND REQUEST FOR NOTICE OF DEFAULT**

MATURITY DATE: Sale, Lease or Abandonment, or April 1, 2026, whichever is earlier.

THIS DEED OF TRUST made on this 21st day of March, 2016 among Trustors, Jennifer Libby, a single individual, whose principal residence is 3728 Gayle Avenue, Bellevue, Nebraska 68123, as Trustor, and Patrick J. Sullivan, Attorney at Law, Suite 1, 1246 Golden Gate Drive, Papillion, Nebraska 68046, as Trustee, and the City of Bellevue, Nebraska, 210 West Mission, Bellevue, Nebraska, 68005, as Beneficiary.

WITNESSETH:

THAT TRUSTOR irrevocably grants, transfers and assigns to Trustee in Trust, with power of sale, the following described Real Estate:

Mailing Address: 3728 Gayle Avenue, Bellevue, NE 68123

Legal Address: Lot 1-A Bella West Townhomes an Addition to the City of Bellevue, Sarpy County, Nebraska, as surveyed, platted, and recorded together with all vacated portions of streets, avenues and alleys adjacent thereto

together with all interest which Trustor now has or may hereafter acquire in and to said Real Estate and in an to: (a) all easements and rights of way appurtenant thereto and all of the estate, right, title, interest, claim and demand whatsoever of Trustor in the Real Estate, either at law or in equity, now or hereafter acquired; (b) all structures, buildings and improvements of every kind and description now or at any time hereafter located or placed on the Real Estate (the "improvements"); (c) all machinery, appliances apparatus, equipment and fixtures now or hereafter located in, upon or under the Real Estate or the Improvements or any part thereof, and used or usable in connection with any present or future operation thereof, and all additions thereto and replacements therefor; (d) all homestead rights as now or hereafter provided by Nebraska Law. The entire estate, property and interest hereby conveyed to Trustee may hereafter be referred to as the "Trust Estate".

FOR PURPOSE OF SECURING:

A. Payment of the principal sum of Twelve Thousand Four Hundred and Sixty- One Dollars (\$12,461.00) in CDBG funds, with interest thereon, evidenced by that certain Promissory Note (the "Note") dated (March 21, 2016) with a maturity date at the time of sale, lease or abandonment, executed by Trustor which has been delivered and is payable to the order of Beneficiary, and which by this reference is hereby made a part hereof, and any and all modifications, extensions and renewals thereof, and

This Deed of Trust, the Note, and any other instrument given to evidence or further secure the payment and performance, of any obligation secured hereby may hereafter be referred to collectively as the "Loan Instruments".

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

1. Payment of Obligation. To pay when due the principal of, and the interest on, the indebtedness evidenced by the Note, charges, fees and all other sums as provided in the Loan Instruments.

2. Maintenance and Compliance with Laws. To keep the Trust Estate in good condition and repair; not to remove, demolish or substantially alter (except such alterations as may be required by laws, ordinances or regulations) any of the Improvements; to promptly restore in a good and workmanlike manner any

A

Improvement which may be damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Trust Estate or any part thereof or requiring any alterations or improvements; not to commit or permit any waste or deterioration of the Trust Estate, not to commit, suffer or permit any act to be done in or upon the Trust Estate in violation of any law, ordinance or regulation, and to pay and promptly discharge at Trustor's cost and expense all liens, encumbrances and charges levied, imposed or assessed against the Trust Estate or any part thereof.

3. Required Insurance. To at all times provide, maintain and keep in force fire and extended coverage insurance against loss or damage to the Improvements. Such insurance policies shall contain a standard mortgage clause in favor of the Beneficiary and shall not be cancelable or terminated without fourteen (14) days prior written notice to Beneficiary. Evidence of such insurance shall be provided by Trustor upon request in an amount not less than the total value of the home of \$85,663.00.

After the occurrence of any casualty to the Trust Estate or any part thereof, Trustor shall give prompt written notice thereof to Beneficiary. In the event of any damage or destruction of the Improvements, Beneficiary shall have the option in its sole discretion of applying all or part of the insurance proceeds (i) to any indebtedness secured hereby and in such order as Beneficiary may determine, or (ii) to the restoration of the Improvements or (iii) to Trustor.

4. Taxes and Impositions.

(a) Trustor agrees to pay and to provide Beneficiary paid receipts of, at least ten (10) days prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, which are assessed or imposed upon the Trust Estate, or become due and payable, and which create, may create or appear to create a lien upon the Trust Estate, or any part thereof, (all of which taxes, assessments and other governmental and non-governmental charges of like nature are hereinafter referred to as "Impositions").

(b) If at any time after the date hereof there shall be assessed or imposed (i) a tax or assessment on the Trust Estate in lieu of or in addition to the Impositions payable by Trustor pursuant to subparagraph (a) hereof, or (ii) a license fee, tax or assessment imposed on Beneficiary or this Trust Deed and measured by or based in whole or in part upon the amount of the outstanding obligations secured hereby, then all such taxes, assessments or fees shall be deemed to be included within the term "Impositions" as defined in subparagraph (a) hereof, and Trustor shall pay and discharge the same as herein provided with respect to the payment of Impositions or, at the option of Beneficiary, all obligations secured hereby together with all accrued interest thereon, shall immediately become due and payable. Anything to the contrary herein notwithstanding, Trustor shall have no obligation to pay any franchise, estate, inheritance, income, excess profits or similar tax levied on Beneficiary or on the obligations secured hereby.

5. Actions Affecting Trust Estate. To appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees, in any such action or proceeding in which Beneficiary or Trustee may appear. Should Trustor fail to make any payment or to do any act as and in the manner provided in any of the Loan Instruments, Beneficiary and/or Trustee, each in its own discretion, without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Trustor shall, immediately upon demand therefor by Beneficiary, pay all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing rights, including without limitation costs of evidence of title, court costs, appraisals, surveys and attorney's fees.

6. Eminent Domain. Should the Trust Estate, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner ("Condemnation"), or should Trustor receive any notice or other information regarding such proceeding, Trustor shall give prompt written notice thereof to Beneficiary.

Beneficiary shall be entitled to all compensation, awards and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings. Beneficiary shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds awarded to Trustor (the "Proceeds") are hereby assigned to Beneficiary and Trustor agrees to execute such further assignments of the Proceeds as Beneficiary or Trustee may require.

In the event any portion of the Trust Estate is so taken or damaged, Beneficiary shall have the option, in its sole and absolute discretion, to apply all such Proceeds, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including attorneys' fees, incurred by it in connection with such Proceeds, upon any indebtedness secured hereby and in such order as Beneficiary may determine, or to apply all such Proceeds, after such deductions, to the restoration of the Trust Estate upon such conditions as Beneficiary may determine. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

7. Appointment of Successor Trustee. Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, mailed to Trustor and recorded in the County in which the Trust Estate is located and by otherwise complying with the provisions of the applicable law of the State of Nebraska substitute a successor or successors to the Trustee named herein or acting hereunder.

8. Successors and Assigns. This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, personal representatives, successors and assigns. The term "Beneficiary" shall mean the owner and holder of the Note, whether or not named as Beneficiary herein.

9. Inspections. Beneficiary, or its agents, representatives or workmen, are authorized to enter at any reasonable time upon or in any part of the Trust Estate for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of any of the Loan Instruments.

10. Beneficiary's Powers. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Property not then or theretofore released as security for the full amount of all unpaid obligations, Beneficiary may, from time to time and without notice (i) release any person so liable, (ii) extend the maturity or alter any of the terms of any such obligations, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Beneficiary's options any parcel, portion or all of the Trust Estate, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.

11. Events of Default. Any of the following events shall be deemed an event of default hereunder:

(a) Default shall be made in the payment of any installment of principal or interest or any other sum secured hereby when due; or

(b) Trustor shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Trustor or of all or any part of the Trust Estate, or of any or all of the royalties, revenues, rents, issues or profits thereof, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or

(c) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Trustor seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain un-vacated and un-stayed for an aggregate of thirty (30) days (whether or not consecutive) from the first date of entry thereof; or any trustee, receiver or liquidator of Trustor or of all or any part of the Trust Estate, or of any or all of the royalties, revenues, rents, issues or profits thereof, shall be appointed without the consent or acquiescence of Trustor and such appointment shall remain un-vacated and un-stayed for an aggregate of thirty (30) days (whether or not consecutive); or

(d) A writ of execution or attachment or any similar process shall be entered against Trustor which shall become a lien on the Trust Estate or any portion thereof or interest therein and such execution, attachment or similar process of judgment is not released, bonded, satisfied, vacated or stayed within thirty (30) days after its entry or levy; or

(e) There has occurred a breach of or default under any term, covenant, agreement, condition, provision, representation or warranty contained in any of the Loan Instruments.

12. Acceleration upon Default, Additional Remedies. In the event of any event of default Beneficiary may declare all indebtedness secured hereby to be due and payable and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind. Thereafter Beneficiary may:

(i) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Trust Estate, or any part thereof, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Trust Estate, or part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Trust Estate, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including attorneys' fees, upon any indebtedness secured hereby, all in such order as Beneficiary may determine. The entering upon and taking possession of the Trust Estate, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Trust Estate or the collection, receipt and application of rents, issues or profits, Trustee or Beneficiary shall be entitled to exercise every right provided for in any of the Loan Instruments or by law upon occurrence of any event of default, including the right to exercise the power of sale;

(ii) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(iii) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Trust Estate to be sold, which notice Trustee shall cause

C

to be duly filed for record in the Official Records of the County in which the Trust Estate is located.

13. Foreclosure by Power of Sale. Should Beneficiary elect to foreclose by exercise of the power of sale herein contained, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust and the Note and such receipts and evidence of expenditures made and secured hereby as Trustee may require.

(a) Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default and Election to Sell as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as required by law, sell the Trust Estate at the time and place of sale fixed by it in such Notice of Sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.

(b) After deducting all costs, fees and expenses of Trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at nine percent (9%) per annum; all other sums then secured hereby and the remainder, if any, to the person or persons legally entitled thereto.

(c) Trustee may postpone sale of all or any portion of the Trust Estate by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement or subsequently noticed sale, and without further notice, except such as may be required by statute, make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

14. Appointment of Receiver. If an event of default described in Section 11 of this Deed of Trust shall have occurred and be continuing, Beneficiary, as a matter of right and without notice to Trustor or anyone claiming under Trustor, and without regard to the then value of the Trust Estate or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Trust Estate, and Trustor hereby irrevocably consents to such appointment and waives notice of any application therefor.

15. Remedies Not Exclusive. Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust or under any Loan Instrument or other agreement or any laws now or hereafter in force, notwithstanding some or all of the such indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, its being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Instruments to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies. Nothing herein shall be construed as prohibiting Beneficiary from seeking a deficiency judgment against the Trustor to the extent such action is permitted by law.

16. Request for Notice. Trustor hereby requests a copy of any notice of default and that any notice of sale hereunder be mailed to each person who is a party hereto at the address set forth in the first paragraph of this Deed of Trust.

17. Governing Law. This Deed of Trust shall be governed by the laws of the State of Nebraska. In the event that any provision or clause of any of the Loan Instruments conflicts with applicable laws, such conflicts shall not affect other provisions of such Loan Instruments which can be given effect without the conflicting provision, and to this end the provisions of the Loan Instruments are declared to be severable. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

18. Reconveyance by Trustee. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention and upon payment by Trustor of Trustee's fees, Trustee shall reconvey to Trustor, or the person or persons legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto".

2016-08139D

19. Notices. Whenever Beneficiary, Trustor or Trustee shall desire to give or serve any notice, demand, request or other communication with respect to this Deed of Trust, each such notice, demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or mailed by certified mail, postage prepaid, return receipt requested, addressed to the address set forth at the beginning of this Deed of Trust. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

20. Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

21. Invalidity of Certain Provisions. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Trust Estate, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of this Deed of Trust.

22. Request of Notice of Default. Beneficiary hereby requests that a copy of any notice of default and copy of any notice of sale by any Primary Lender shall be mailed to the City of Bellevue Community Development Block Grant Office, 210 West Mission Avenue, Bellevue, Nebraska 68005.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

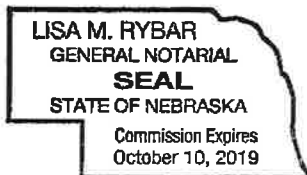
Jennifer Libby
Jennifer Libby

3.21.16
Date

STATE OF NEBRASKA)
Sage COUNTY) ss

The foregoing instrument was acknowledged before me on March 21st 2016 by Jennifer Libby.

Lisa M Rybar
Notary Public



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16c.
12/7/2021

COUNCIL MEETING DATE: 12/07/2021		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:

Stonecroft Park Parking Lot Improvements

SYNOPSIS/BACKGROUND:

Parking lot and trail improvements are necessary to support the all-inclusive playground constructed at the park this past year. JEO Consulting Group, Inc. will provide professional services to develop the Stonecroft Park Improvements bid package for the City of Bellevue.

FISCAL IMPACT: \$24,595.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: JEO Consulting Group, Inc.	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: Professional Services Agreement		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: Stonecroft Park Improvements		
START DATE:	END DATE:	PAYMENT DATE:
		INSURANCE REQUIRED: NO
CIP PROJECT NAME: Stonecroft Park Parking Lot Improvements	CIP PROJECT NUMBER: PK22(2)	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE: CIPPK22(02)	ACCOUNT NUMBER: 7040	

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and JEO Consulting Group, Inc. in an amount not to exceed \$24,595.00 for professional services for the City of Bellevue's Stonecroft Park Improvements project.

ATTACHMENTS:

1. Agreement
2. _____
3. _____
4. _____
5. _____
6. _____

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between City of Bellevue (“Owner”) and JEO Consulting Group, Inc. (“Engineer”).

Owner’s project, of which Engineer’s services under this Agreement are a part, is generally identified as follows:

Stonecroft Park Improvements (“Project”).

JEO Project Number: 211893.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER’S RESPONSIBILITIES

2.01 Owner Responsibilities

A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project will be hourly (not to exceed): \$24,595.00
- C. The Standard Hourly Rates Schedule are identified in Exhibit E.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

- Exhibit A – Scope of Services
- Exhibit B – General Conditions
- Exhibit C – Topographic Survey Extents
- Exhibit D – Conceptual Design
- Exhibit E – Hourly Fee Breakdown


4.02 Total Agreement

A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Bellevue

Engineer: JEO Consulting Group, Inc.



By: _____

By: Kyle Crouch

Title: _____

Title: Land Development Project Manager

Date Signed: _____

Date Signed: 11/23/21

Address for giving notices:

Address for giving notices:

JEO Consulting Group, Inc.

11213 Davenport Street

Suite 200

Omaha, NE 68154



EXHIBIT A

Scope of Services
Project No. 211893.00
Stonecroft Park Improvements



**SCOPE OF SERVICES:
Exhibit A**

PROJECT DESCRIPTION: Stonecroft Park Improvements

This project is located within Stonecroft Park and consists of two primary design elements: 1) parking lot capacity expansion to approximately 20 to 25 parking stalls and 2) concrete trail expansion and reconstruction. The need for the project results from an increase in park visitors following the recent upgrading of accessible and inclusive park amenities within the park.

JEO Consulting Group, Inc. (Engineer), will provide the following design services for development of construction documents to allow for the Stonecroft Park Improvements to be solicited for public bidding.

1. TOPOGRAPHIC SURVEY

- 1.1 Engineer will schedule and obtain a topographic survey containing the following:
 - 1.1.1 Survey the locations of all visible physical features (concrete, asphalt, gravel, rock, driveways, sidewalks, trees, utility poles, valves, manholes, signs, drainage structures, curb stops, water meter pits, terrain profiles, etc.).
 - 1.1.2 Collect available utility location information and incorporate on preliminary plans (gas, telephone, electric, water, sanitary sewer, storm sewer, communications, etc.). This includes making a OneCall request to local utilities prior to collecting utility information.
 - 1.1.3 Create an electronic drawing using AutoCAD illustrating elevations, site features, and existing utilities resulting from the surveys performed.
 - 1.1.4 Topographic survey limits will be per the Exhibit C attached.
 - 1.1.5 Horizontal and vertical control will be through Nebraska County LDP and NAVD88, respectively.

2. PROJECT MANAGEMENT & QUALITY CONTROL

- 2.1 Provide project management oversight over all facets and phases of the scope of work. Project management shall include the following services:
 - 2.1.1 Coordination of design disciplines including facilitating communication and transfer of documents between disciplines in the plans and specifications as well as ensure a timely project design.
 - 2.1.2 Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
 - 2.1.3 Provide oversight, monitor staff, and ensure proper staffing levels are maintained to ensure scope of services and schedule are met.
 - 2.1.4 Preparation and submittal of invoice documents.
- 2.2 Provide quality control review of the following submittals:
 - 2.2.1 60% Design Submittal
 - 2.2.2 90% Design Submittal
 - 2.2.3 Final Signed Sealed Documents

3. DESIGN

- 3.1 Prepare and provide 60% site plans to include the following:
 - 3.1.1 Site Layout and Paving Plans
 - 3.1.2 Site Grading and Drainage Plans
 - 3.1.3 Opinion of Cost
- 3.2 Prepare and provide 90% site plans to include the following:
 - 3.2.1 Cover sheet and general location maps
 - 3.2.2 Existing Conditions/Removal Plans
 - 3.2.3 Site Layout and Paving Plans
 - 3.2.4 Site Grading and Drainage Plans
 - 3.2.5 Site Construction Details
 - 3.2.6 Special Provision Specifications
 - 3.2.7 Opinion of Cost
- 3.3 Prepare and provide 100% (signed/sealed) site plans to include the following:
 - 3.3.1 Incorporate local jurisdiction and/or regulatory agency's 90% comments into the design plans and specifications.
 - 3.3.2 The plans and specifications as necessary following the final review(s) and sign and seal by a professional engineer registered in the State of Nebraska.
 - 3.3.3 All documents will be provided in electronic pdf file type, formatted to 22x34 sheet size.
- 3.4 Attend the following meetings/site visit(s):
 - 3.4.1 Initial site visit by design staff.
 - 3.4.2 60% Design Review / Plan in Hand Meeting (at City of Bellevue)
 - 3.4.3 90% Design Review / Final Comment Review (virtually)
 - 3.4.4 Up to one additional meeting is assumed to be necessary throughout the design process, to be held virtually.

4. BIDDING

- 4.1 Respond to inquiries from prospective bidders and prepare any addenda required.
- 4.2 All advertisement and bidding will be performed by the City.

5. CONSTRUCTION ADMINISTRATION

- 5.1 Attend a pre-construction conference, consisting of one meeting prior to construction beginning. This conference (Pre-Con) will review the required timelines set forth in the specification, lines of communication, key contacts of those involved, review any conflicts with utilities or schedules, review the schedule proposed by the Contractor, review any requirements for the Contractor for locates and staking needs, etc. **(Meeting at City of Bellevue/Onsite)**
- 5.2 Provide interpretation of the plans and specifications, when necessary.

6. OWNER RESPONSIBILITIES

- 6.1 Provide timely review of documents or requests for information
- 6.2 Provide access to property for survey and investigation services

7. FEE

7.1 JEO proposes to provide the services defined above for the fees defined below. Refer to Hourly fee breakdown in Exhibit E:

<i>Task</i>	<i>Fee</i>
Site Topographic Survey <i>(Hourly Not to Exceed)</i>	\$ 3,435.00
PM & QC <i>(Hourly Not to Exceed)</i>	\$ 2,160.00
Site Design <i>(Hourly Not to Exceed)</i>	\$ 16,725.00
Bidding & Negotiation <i>(Hourly Not to Exceed)</i>	\$ 1,025.00
Construction Administration <i>(Hourly Not to Exceed)</i>	<u>\$ 1,250.00</u>
Total	\$ 24,595.00

7.2 Progress Payments:

- 7.2.1 JEO will bill for services completed near the end of each month. All invoices are due payable upon receipt and are considered delinquent after 30 days.
- 7.2.2 Invoices not paid within 30 days may be charged interest at the annual rate of 12% (1.0%/month).
- 7.2.3 Payments will be applied first to the interest then principal.
- 7.2.4 Work by JEO will cease if invoices have not been paid in full within 60 days and will not begin again until full payment with interest has been received.

8. CONTRACT TIME

8.1 JEO will work as expeditiously as possible, pending authorization from Owner to complete the tasks in this project. Design is anticipated to start on December 9, 2021 and be completed by January 31, 2022.

9. EXCLUSIONS

- 9.1 Environmental services, such as wetland delineations, endangered species surveys, bird surveys, applications and submittals for permits with USCOE, and mitigation plans
- 9.2 NPDES and Permix Storm Water Permit, Floodplain, Corps 404, or other environmental assessments or permitting, not outlined in the scope of services
- 9.3 Conceptual design services. Engineer will refine and develop construction documents based on the initial conceptual design layout provided by the City. Variations from the concept will results from drainage/grading/accessibility constraints identified within design.
- 9.4 Drainage or outlet dissipation computations
- 9.5 Water service design
- 9.6 Coordination with City staff on electrical conflicts will be included; however, electrical design services will not be included
- 9.7 Geotechnical design services. All parking lot pavement will be constructed at 7" thickness.
- 9.8 Design of temporary parking or pedestrian access surfacing to allow park visitors access during construction. Temporary access requirements to maintain continuous park access, which may include signage and identification of sequenced phasing required by the contractor may be identified and will be included in the Special Provisions
- 9.9 Construction observation services

- 9.10 Attendance at City Planning Commission and City Council meetings, and other meetings not outlined in the scope of services
- 9.11 Preparation of construction contracts with selected contractors
- 9.12 Construction administration services, including but not limited to observation and inspections, pay application review, preparation of change orders, coordination of geotechnical and construction material testing, submittal review, etc.
- 9.13 Construction staking services
- 9.14 Landscaping and Irrigation design
- 9.15 Meetings not identified within this scope of services
- 9.16 Any other item not outlined in the scope of services

10. REIMBURSABLE EXPENSES

- 10.1 Typical reimbursable expenses are included in the fee and include: Mileage for trips required to complete the work defined above, long-distance phone calls, meals, other travel expenses, software, copies/prints, and faxes.
- 10.2 Other reimbursable expenses shall be billed at 110% of their cost. (None are anticipated on this project.)

11. ADDITIONAL TERMS

- 11.1 The General Conditions are specified in Exhibit B.

12. ACCEPTANCE OF PROPOSAL

- 12.1 If the terms of the proposal are acceptable to you, please sign the following as acceptance and indication that you are qualified to sign this agreement on behalf of the Owner. Further, your signature indicates you are authorized to make future decisions as to the modification, extension, or termination of this agreement.

EXHIBIT B

General Conditions
Project No. 211893.00
Stonecroft Park Improvements

JEO CONSULTING GROUP INC ✓ JEO ARCHITECTURE INC

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the

JEO CONSULTING GROUP INC ✓ JEO ARCHITECTURE INC

indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors,

administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

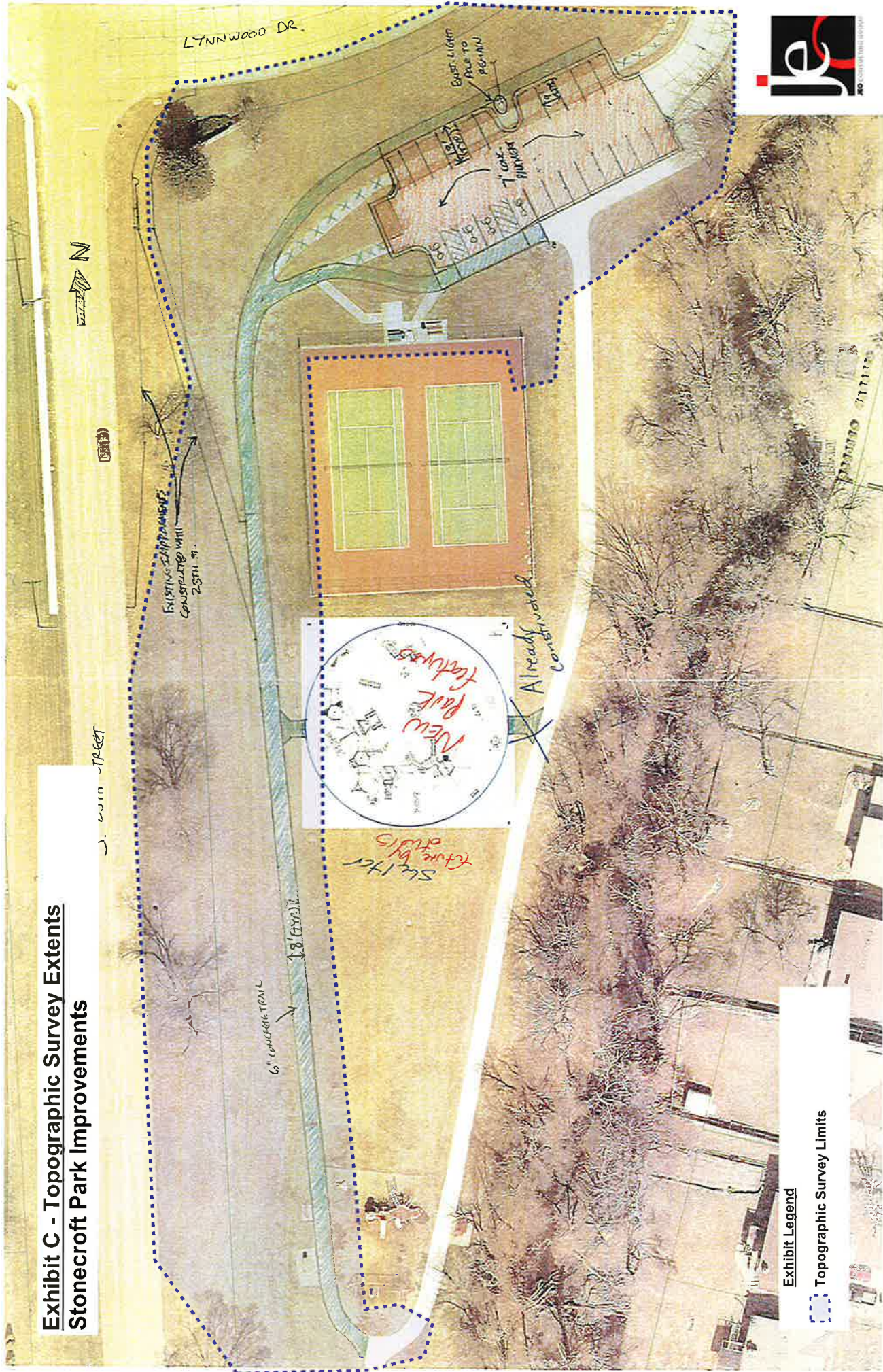
17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use 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 pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

EXHIBIT C

Topographic Survey Extents
Project No. 211893.00
Stonecroft Park Improvements

**Exhibit C - Topographic Survey Extents
Stonecroft Park Improvements**



2. WIND STREET

EXISTING APPROPRIATE CONCRETE WITH 25TH ST.

6" CONCRETE TRAIL



Already Constructed

EXIST. LIGHT POLE TO REMAIN

13' WOOD

7' WOOD

5' WOOD

5' WOOD

5' WOOD

5' WOOD

5' WOOD

5' WOOD

5' WOOD

5' WOOD

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5' WOOD



Exhibit Legend
Topographic Survey Limits



EXHIBIT D

Conceptual Design
Project No. 211893.00
Stonecroft Park Improvements

Exhibit D - Conceptual Design (Provided by City)
Stonecroft Park Improvements

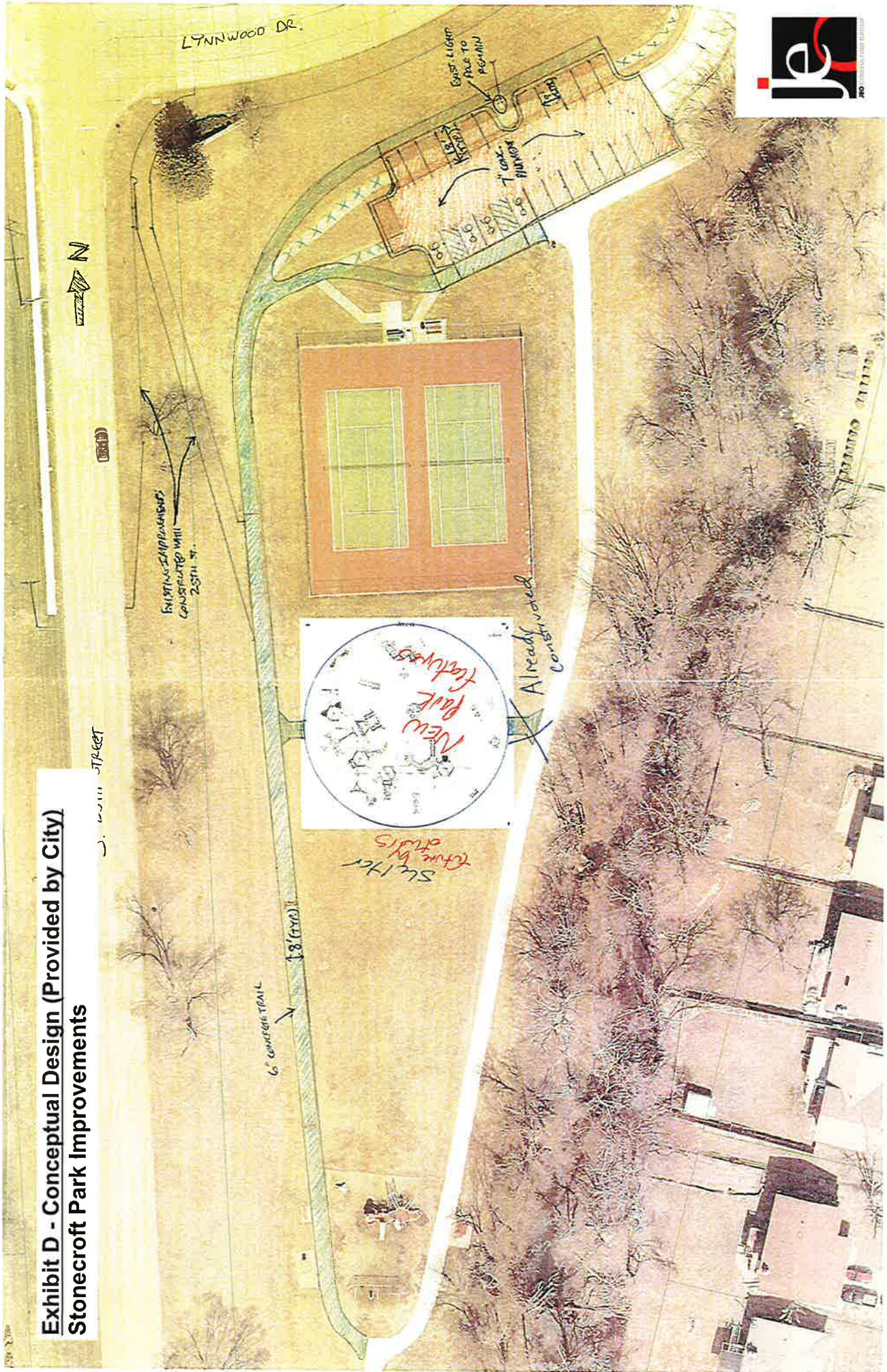



EXHIBIT E

Hourly Fee Breakdown
Project No. 211893.00
Stonecroft Park Improvements

Hourly Fee Breakdown Stonecroft Park Improvements JEO Project Number: 211893.00 11//23/21		Mike Hall Project Manager QA/QC	Kyle Crouch Senior Engineer	Site Design EI	Charles McFarland Sr. Design Technician	Survey Staff	Project Hours	Project Fees
		\$215.00	\$220.00	\$120.00	\$185.00	\$120.00		
Task 1: Topographic Survey		1	1	1	0	24	27	\$ 3,435.00
1.1.2 Data Collection		1	1			16	18	
1.1.3 CAD Base Map				1		8	9	
Task 2: Project Management & Quality Control		8	2	0	0	0	10	\$ 2,160.00
2.1.1-2.1.3 - Project Communication/Coordination		2	2				4	
2.1.4 Monthly Invoice / Reports		2					2	
2.2 Quality Control Reviews (60%/90%/Final)		4					4	
Task 3: Site Design		7	22	31	36	0	96	\$ 16,725.00
3.1 60% Site Plan								
3.1.1 Site Layout and Paving Plans			1	4	8		13	
3.1.2 Site Grading and Drainage Plans			1	4	8		13	
3.1.4 Opinion of Probable Construction Cost		1	1	2			4	
3.2 90% Site Plan								
3.2.1 Cover Sheet & General Location Map					2		2	
3.2.2 Existing Conditions/Removals Plan			2	4	4		10	
3.2.3 Site Layout and Paving Plans			2	4	4		10	
3.2.4 Site Grading and Drainage Plans		1	2	4	2		9	
3.2.5 Site Construction Details			1	4			5	
3.2.6 Special Provisions Preparation		1	2	2	4		9	
3.2.7 Opinion of Probable Construction Cost			2	1			3	
3.3 100% (Signed/Sealed) Plans			2	2	2		6	
3.4 Design Meetings								
3.4.1 JEO Staff Site Visit			2		2		4	
3.4.2 60% PIH Meeting (at City)		2	2				4	
3.4.3 90% Final Comment Review (virtual)		1	1				2	
3.4.4 One (1) additional meeting as needed.		1	1				2	
Task 4: Bidding		1	2	0	2	0	5	\$ 1,025.00
4.1 Preparation of Addenda		1	2		2		5	
Task 5: Construction Administration		0	4	0	2	0	6	\$ 1,250.00
5.1 Preconstruction Meeting			2				2	
5.2 Provide responses to inquires, as needed.			2		2		4	
TOTAL		17	31	32	40	24	144	\$ 24,595.00

NOTE: Hourly rates include costs of reimbursable expenses including meals, travel, etc.

16d.
12/7/2021

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 12/07/2021		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:

Harlan Drive over Fort Crook Road Bridge Repairs (One- & Six- project M146(321))

SYNOPSIS/BACKGROUND:

During annual bridge inspections, numerous deficiencies have been noted on Bridge #U023001654 along Harlan Drive (formerly Hwy 370) over Fort Crook Road. Upon completion of a study to consider the City's possible options for the bridge, the option to repair the existing structure and appurtenances was selected. HGM Associates, Inc. will provide professional services to develop a bridge repair bid package for the City of Bellevue.

FISCAL IMPACT: \$36,100.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: HGM Associates, Inc. INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: Professional Services Agreement

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: M146(321) Harlan Dr & Ft Crook Rd; Bridge #U023001654

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

CIP PROJECT NAME: Bridge Repairs CIP PROJECT NUMBER: ST22(6)

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

ACCOUNTING DISTRIBUTION CODE: CIPST22(06) ACCOUNT NUMBER: 7010

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and HGM Associates, Inc. in an amount not to exceed \$36,100.00 for professional services for the City of Bellevue's M146(321) Harlan Drive over Fort Crook Road Bridge Repairs project.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]



November 23, 2021

Mr. Dean Dunn, P.E.
Manager of Engineering Services
City of Bellevue, NE
1510 Wall Street
Bellevue, NE 68005

Subject: Letter Proposal for Engineering Services
Harlan Drive over Fort Crook Road Bridge Repairs
HGM Proposal No. 000721-245

Dear Dean:

On behalf of HGM ASSOCIATES INC. (HGM) we are pleased to submit this letter form agreement for engineering services for the referenced project. This agreement consists of this letter, the attached Scope of Services as Exhibit A and General Provisions labeled as Exhibit B.

HGM will provide Basic Services including final design engineering and construction phase services. These services are more specifically defined in the attached Scope of Services, Exhibit A. We will also provide Additional Services upon your request and receipt of your written authorization.

HGM will provide these Basic Services on an hourly basis with our total cost estimate not to exceed \$36,100. Additional Services will be charged on an hourly basis in accordance with our standard hourly rate schedule.

We will bill you monthly for our services and reimbursable expenses proportionate to the work completed on the project. All fees are due and payable to HGM within 30 days of the invoice date. A service charge of one and one-half percent per month will be added to any amounts outstanding after 30 days.

Mr. Dean Dunn, P.E.

November 23, 2021

Page 2 of 2

We anticipate that we will be able to begin work on this project immediately upon receiving your authorization to proceed in the form of your acceptance of this agreement. We estimate that all design work can then be completed within ninety [90] calendar days of your authorization to proceed. If at any time we are delayed in the performance of these services, we will notify you immediately. Please note that any information to be provided by you as defined under Client's Responsibilities in the attached Scope of Services will need to be furnished to HGM prior to our beginning work.

Please indicate your acceptance of this agreement by signing where indicated below and returning one original signed copy to this office; OR, you may then scan a complete set of this document and email it in its entirety to HGM. We sincerely appreciate the opportunity to work with you.

Yours very truly,
HGM ASSOCIATES INC. – CONSULTANT



Stephen W. Moffitt, P.E.
Vice President

Acceptance of Proposal:
CITY OF BELLEVUE - CLIENT

Authorized Signature

Printed Name & Title

Date of Acceptance

This is an exhibit attached to and made part of the letter agreement dated November 23, 2021, between: CITY OF BELLEVUE, NEBRASKA (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT).

Project Description: Harlan Drive over Fort Crook Road Bridge Repairs
HGM Proposal No. 000721-245

The project is to include the structural design, detailing, and specifications for the bridge repairs, traffic control planning, and construction phase support.

The Basic Services to be provided by the CONSULTANT under this agreement are further described as follows:

I. General Services:

- A. Conduct site visits to determine the full extent of project scope, changes in structural deterioration since previous design projects, and feasibility of planned construction.
- B. Prepare a cover sheet indicating project location and information.
- C. Prepare general notes, quantities, and provisions according to City of Omaha Standard Specifications for Public Works Construction. Where City of Omaha specifications do not apply, NDOT Standard Specifications for Construction will govern.
- D. Prepare special provisions for design details, construction operations, or materials (as needed) not covered by Standard Specifications.
- E. Prepare construction documents in accordance with Omaha and NDOT standard practices.
- F. Submit Check Plan to CLIENT for review and comments.
- G. Address CLIENT comments following Check Plan review.
- H. Prepare an Opinion of Probable Cost that will be submitted to the CLIENT with the Final Plans.

II. Final Design Engineering Services:

- A. Conduct review of previous 2016 design details for conformance with current standards and structure condition. Existing design details will be utilized where applicable.
- B. Provide details for removal and replacement of existing deteriorated bridge approaches. Details will include removal of the existing 50' approach/paving sections and sleeper slabs, to be replaced with new reinforced concrete approach slabs and grade beams supported by steel piling foundation. New approach details will conform to current NDOT standards.
- C. Prepare details for the replacement of the existing bridge barriers and expansion joints on the approach sections. Local replacement of guardrail will be specified if needed.
- D. Provide details for construction of new west approach inlet drains, manholes, and storm sewer taps. Details will incorporate City of Omaha Standard Plates where applicable.
- E. Revise existing traffic control plan from 2016 design details for the new project limits.
- F. Provide details for the repair of miscellaneous concrete spalling, joint sealing, deteriorated paint on the girders and bearings, and failing sections of the abutment MSE retaining walls.

III. Construction Phase Services:

- A. Provide pre-bid assistance and contractor bid analysis
- B. Attend preconstruction and construction site meetings as necessary.
- C. Provide engineering consultation during the construction phase for plan or specification clarifications as needed.
- D. Review contractor submittals for bridge structural components as needed.

CLIENT'S RESPONSIBILITIES:

In order for the CONSULTANT to perform these services, the CLIENT agrees to furnish the following information:

- A. None.

This is an exhibit attached to and made part of the letter agreement dated November 23, 2021, between: CITY OF BELLEVUE, NEBRASKA – (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT). The General Provisions agreed to by CONSULTANT and CLIENT are as follows:

Ownership of Instruments of Service: All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The CONSULTANT shall retain these records for a period of ten (10) years, during which period they will be made available to the CLIENT at all reasonable times. CONSULTANT will provide CLIENT with a paper copy of the plans, the specifications, and laboratory test reports for information and reference in connection with the project; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others. Any such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT or CONSULTANT'S subconsultants.

CADD/Electronic Files: In accepting, and utilizing any drawings, reports and data on any form of electronic media generated by the CONSULTANT, the CLIENT agrees that all such electronic files are instruments of service. The CLIENT agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes to, or reuse of, the electronic files for any projects by anyone other than the CONSULTANT. In the event of a conflict between printed hard copy documents signed and sealed by the CONSULTANT and electronic files, the hard copy documents shall govern.

Termination or Suspension: If the CLIENT fails to make payments to the CONSULTANT in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the CONSULTANT'S option, cause for suspension of performance of services under this Agreement. If the CONSULTANT elects to suspend services, the CONSULTANT shall give seven days' written notice to the CLIENT before suspending services. In the event of a suspension of services, the CONSULTANT shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services. Before resuming services, the CONSULTANT shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

If the CLIENT suspends the Project, the CONSULTANT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the CONSULTANT shall be compensated for expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

In the event of termination not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses indicated in the next paragraph.

Termination Expenses are in addition to compensation for the CONSULTANT'S services and include expenses directly attributable to termination for which the CONSULTANT is not otherwise compensated.

The CLIENT'S rights to use the CONSULTANT'S Instruments of Service in the event of a termination of this Agreement are set forth in the Ownership of Instruments of Service clause above. If the CLIENT requests copies of the CONSULTANT'S Instruments of Service, the cost of the preparation of those copies shall be considered as a Termination Expense.

Plan Revisions: If, after any plans or specifications are completed on any portion thereof, and are approved by the CLIENT and other necessary agencies, the CONSULTANT is required to change plans and specifications because of changes made, authorized, or ordered by the CLIENT, then the CONSULTANT shall receive additional compensation for such changes. Fees for these changes will be computed on an hourly basis.

Information Furnished by CLIENT: CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

Information Furnished by Utility Companies: The utility locations shown on the CONSULTANT'S instruments of service are from locates or drawings provided to the CONSULTANT by the utility companies. The CONSULTANT makes no guarantee that the utilities shown on the CONSULTANT'S instruments of service comprise all such utilities in the area, either in service or abandoned. The CONSULTANT further does not warrant that the utilities shown on the instruments of service are in the exact location indicated.

Successors and Assigns: Both parties agree that, upon execution of this agreement, same shall be binding upon their/its successors, assigns, and legal representatives until terminated by the expiration of agreement or termination by written notice, as provided above.

Limitation of Liability: The CLIENT agrees that to the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT, CONSULTANT'S officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to torts, negligence, professional errors or omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by CONSULTANT or \$100,000 whichever is greater.

Waiver of Consequential Damages: Notwithstanding anything in this Agreement to the Contrary, it is agreed that CONSULTANT shall not be liable in any event for any special or consequential damages suffered by the CLIENT arising out of the services hereunder. Special or consequential damages as used herein shall include, but not limited to, loss of capital, loss of product, loss of use of any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability.

Opinion of Probable Construction Cost: Opinions of probable construction costs and detailed cost estimates prepared by the CONSULTANT represent his/her best judgment as a design professional familiar with the construction industry. It is recognized, however, that the CONSULTANT has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices or over competitive bidding or market conditions. Accordingly, the CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the CONSULTANT's opinion of probable construction cost.

Construction Phase Services: (If included under the scope of this Agreement) The CONSULTANT shall provide administration of the Contract between the CLIENT and the Contractor as set forth below and in General Conditions of the Contract for Construction. The CONSULTANT's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the CONSULTANT issues the Statement of Final Completion.

The CONSULTANT shall advise and consult with the CLIENT during the Construction Phase Services. The CONSULTANT shall have authority to act on behalf of the CLIENT only to the extent provided in this Agreement or the General Conditions of the Contract for Construction. The CONSULTANT shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall be responsible for the CONSULTANT's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

The CONSULTANT shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in substantial compliance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the CONSULTANT shall keep the CLIENT reasonably informed about the progress and quality of the portion of the Work completed, and report to the CLIENT (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

Jobsite Safety: That the General Contractor shall be solely responsible for jobsite safety, and that this intent shall be carried out in the CLIENT'S contract with the General Contractor, and that such contract shall indemnify the CONSULTANT. The CONSULTANT, and his agents, shall be named as an additional insured on the General Contractor's policies of general liability insurance.

Construction Staking: That the Fees the CONSULTANT receives for the task of construction staking are not commensurate with the potential risk. CLIENT, therefore, agrees to check or require General Contractor to check the location of all construction stakes placed by the CONSULTANT. CLIENT further agrees to limit liability of CONSULTANT for construction staking services such that the total liability of the CONSULTANT shall not exceed the CONSULTANT'S compensation received for the particular service, or \$5,000.00, whichever is greater.

Hazardous Materials: The CLIENT agrees that the CONSULTANT's scope of services does not include any services related to the presence of any asbestos, fungi, bacteria, mold or hazardous or toxic materials. Should it become known to the CONSULTANT that such materials may be present on or adjacent to the jobsite, the CONSULTANT may, without liability for any damages, suspend performance under this agreement, until CLIENT takes appropriate action to remove or abate said materials. The CLIENT further agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, partners, employees and subconsultants (collectively, CONSULTANT) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos, fungi, bacteria, mold, hazardous or toxic substances, or products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the CONSULTANT.

Mediation: Any claims or disputes under this agreement shall be submitted to non-binding mediation.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16e.
12/7/2021

COUNCIL MEETING DATE: 12/07/2021		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:

1510 Wall Street Training Room Audiovisual Upgrades

SYNOPSIS/BACKGROUND:

Over the past 20 months, the need for technologically supported meeting space capable of efficiently hosting both live and virtual has become necessary and expected way to conduct business; therefore, the City of Bellevue Public Works Department issued a Notice for Bids for the 1510 Wall Street Training Room Audiovisual Upgrades project. AVI Systems, Inc. was the sole bidder with an overall bid in the amount of \$64,154.78. The bid includes necessary audiovisual upgrades to the Training Room 1135 A&B amounting to \$60,672.19 and additional work to a Public Works office amounting to \$3,482.59 to support the currently posted engineering position.

FISCAL IMPACT: \$64,154.78 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: AVI Systems, Inc. INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: Retail Sales Agreements for City of Bellevue Conference Room 1135 A&B and City of Bellevue New Field Office at Public Works

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: 1510 Wall Street Training Room Audiovisual Upgrades

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER: 10-13-6452

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the agreements between City of Bellevue and AVI Systems, Inc. for the 1510 Wall Street Training Room Audiovisual Upgrades project in the amount of \$64,154.78.

ATTACHMENTS:

- Bid Sheet
- Proposal
- Retail Sales Agreements for Conference Room 1135 A&B
- Retail Sales Agreements for New Field Office at Public Works
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

CERTIFICATION REGARDING DISBARMENT, ELIGIBILITY,
INDICTMENTS, CONVICTIONS OR CIVIL JUDGMENTS

PROJECT NAME: "1510 WALL STREET TRAINING ROOM AUDIOVISUAL
UPGRADES"

CITY PROJECT NUMBER: _____

FEDERAL PROJECT NUMBER: _____

The president or authorized official of bidder, under penalty of perjury under the laws of the United States, certifies that, except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds:

is not currently under suspension, disbarment, voluntary exclusion, or determination of ineligibility by any Federal agency;

has not been suspended, disbarred, or voluntarily excluded or determined ineligible by any Federal agency within the past three (3) years;

does not have a proposed disbarment pending; and

has not been indicted, convicted, or had a civil judgment against (it), by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

--None--

(Insert exceptions, if any)

--None--

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exceptions noted, indicated below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

NOTE: The above statement is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute endorsement and execution of this certification.

Roland Schlegel AUP
Roland Schlegel

BIDDER: AVI Systems

Project: City of Bellevue
"1510 WALL STREET TRAINING ROOM AUDIOVISUAL UPGRADES"

PROPOSAL

To: Mayor and City Council
City of Bellevue
Bellevue, Nebraska 68005

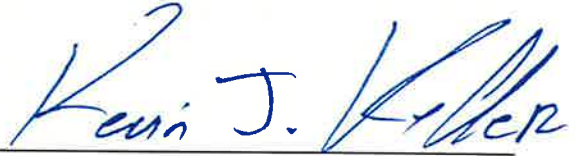
I/We the undersigned have carefully examined the Plans, Specifications, and all addenda thereto and other Contract Documents prepared by the City of Bellevue for "1510 WALL STREET TRAINING ROOM AUDIOVISUAL UPGRADES" and have carefully examined the site of work and become familiar with all local conditions including labor affecting the cost thereof. I/We do hereby propose to furnish all services, coverage's, labor, mechanics, superintendence, tools, materials, equipment, and all utilities and transportation services necessary to perform and complete said work (effectively hereinafter called "Work") and Work incidental thereto in a workmanlike manner in strict accordance with said Plans, Specifications, and other Contract Documents including Addenda No.(s) _ITEMS 1 & 2_ thereto. The undersigned further certifies that I/We personally inspected the actual location of the Work, together with the local sources of supply; that I/We understand the conditions under which the Work is to be performed, and that I/We waive all right to plead any mistake or misunderstanding regarding the extent of or location of the Work or the conditions peculiar to the area.

The undersigned agrees to furnish the required bonds and to sign the Contract within ten (10) days from and after the acceptance of the Proposal and further agrees to begin Work within ten (10) days after receipt of written Notice to Proceed and to complete the Work within the time period indicated on the bid form. The undersigned understands that the quantities mentioned are subject to increase and/or decrease and hereby proposes to perform all quantities of Work as increased or decreased in accordance with the provisions of the Contract Document and at the ~~and accompanying~~ this Proposal, as a guaranty that the undersigned will execute the Contract and

~~furnish a satisfactory bond in accordance with the terms and requirements of the Specifications, is a bid bond or a certified check made payable to the Treasurer, City of Bellevue, Nebraska, in the amount of 5% (five percent) of the bid price. It is hereby agreed that in case of failure of the undersigned either to execute the Contract or to furnish satisfactory Contract Bond within ten (10) days after receipt of Notice of Award, the amount of this proposal guaranty will be retained by the City of Bellevue, Nebraska, as liquidated damages arising out of failure of the undersigned either to execute the Contract or to furnish bond as proposed. It is understood that~~

~~in case the undersigned is not awarded the Work, the proposal guaranty will be returned as provided in the Specifications.~~

Respectfully submitted:



Signature of Bidder - Title

Kevin J. Keller

Typed or Printed Name

AVI Systems

Name of Company

5055 S. 111th St

Business Address

Omaha, NE 68137

02-047-6370

DUNS #

-NA- (Lowvoltage only,no Structural work will occur)

City of Bellevue Contractor's License #/or
approved equivalent

402-384-4563

Phone Number

Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work. Contractor must possess a City of Bellevue Contractor's License or possess an approved equivalent (must be approved by the Chief Building Official). Contact the Permits & Inspections Department at 402-293-3014 with any questions. Contractor shall provide proof of a valid Contractor's License and a copy of the permit prior to work of this project commencing.

BID FORM
1510 WALL STREET TRAINING ROOM AUDIOVISUAL UPGRADES

COMPANY NAME: AVI Systems

YEARS IN BUSINESS: 47

ATTENDED PREBID MEETING ON NOVEMBER 5, 2021? (circle one)

YES NO

REFERENCES (3 required)				
No.	Client	Contact	Phone No.	Email Address
1	Conagra Brands	Jeff Heldt. Collaboration SME of Information Technology	402-240-2013	jeff.heldt@conagra.com
2	Omaha Douglas Public Building Commission	Ron Buboltz. Building Services Manager	402-444-5345	ron.buboltz@odpbc.org
3	Scott Conference Center	Dustin Fanning, CIO Scott Residence Management	402-778-6309	dfanning@scottcampus.com

ITEMIZED BID SCHEDULE					
Item No.	Description	Estimated Quantity	Units	Unit Price	Total
1	Training Room Upgrades	1	LS	See Itemized Proposal Attached	\$ 60,672.19
2	Public Works Office (ADD ALTERNATE)	1	LS	See Itemized Proposal Attached	\$ 3,482.59
	TOTAL (Item 1 and Item 2)				\$ 64,154.78

*******IMPORTANT*******

BIDDER MUST ATTACH A DESCRIPTION OF THE PROPOSED AUDIOVISUAL DESIGN (SERVICES TO BE PROVIDED), A DETAILED LIST OF EQUIPMENT TO BE PROVIDED, AND AN ITEMIZED COST BREAKDOWN OF ITEM 1 AND ITEM 2 SHOWN IN THE ITEMIZED BID SCHEDULE ABOVE TO THIS BID FORM. BIDS MUST INCLUDE ALL NECESSARY COSTS FOR FURNISHING OF LABOR, MATERIALS, USAGE OF CONTRACTOR'S EQUIPMENT, PLANT, AND ALL ELSE NECESSARY TO COMPLETE THE PROJECT.

PROJECT SCHEDULE (after notice to proceed is issued)		
Item No.	Description	Calendar Days to Complete Project
1	Training Room Upgrades	<45 days after receipt of all equipment and hardware
2	Public Works Office (ADD ALTERNATE)	<45 days after receipt of all equipment and hardware
	TOTAL TIME REQUIRED (Item 1 and Item 2)	

After receiving a Notice to Proceed and a PO from City of Bellevue (existing Terms), AVI commits to process this PO and place all orders of various equipment/hardware within 4 business days, therefore seeking factual ETAs from the various manufactures given current worldly supply chain issues. AVI will appoint a Project manager so a realistic time frame can be compiled and communicated to the City. Its anticipated this could take ~14 weeks for some components, but of course could be sooner or later. In the interim, AVI will begin drawings, programming, and other offsite work that be completed prior to accelerate the install time once equipment arrives.

Retail Sales Agreement



AVI Systems Inc., 5055 S 111th St Omaha, NE, 68137-2339 | Phone: (402)593-6500, Fax: (402)593-8500

Proposal Number: 1089035
Prepared For: Bellevue, City of
Attn: Marie Wood

Proposal Date: November 09, 2021

City of Bellevue - Bid Version Conference Room 1135 A&B

Prepared By: Kevin Keller
Phone: (402)384-4563
Email: kevin.keller@avisystems.com

BILL TO

Attn: Marie Wood
Bellevue, City of
1500 Wall Street
Bellevue, NE, 68005
Phone: (402)293-3000
Email: Marie.wood@bellevue.net
Customer Number: 9552

SITE

Attn: Dean Dunn
Public Works Building
1510 Wall St
Bellevue, NE, 68005
Phone: (402)293-3144
Email: dean.dunn@bellevue.net

COMMENTS

PRODUCTS AND SERVICES SUMMARY

Equipment	\$33,317.43
Integration	\$21,954.76
PRO Support	\$3,870.00
Shipping & Handling	\$1,530.00
Tax	\$0.00
Grand Total	\$60,672.19

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 15 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of ON ACCOUNT. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

AVI Systems
NW8393 PO Box 1450
Minneapolis, MN 55485-8393

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the "Products and Services Summary" above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the AVI General Terms & Conditions (which can be found at <http://www.avisystems.com/TermsOfSale>) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the "T&Cs") are referred to collectively as the "Agreement"). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

AGREED AND ACCEPTED BY

Company

Signature

Printed Name

Date

AVI Systems, Inc.

Company
Kevin J. Keller

Signature
Kevin J Keller

Printed Name
11-17-21

Date

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

SERVICES TO BE PROVIDED

INTEGRATION SERVICES

INTEGRATION SCOPE OF WORK

A. SUMMARY:

Location: 1510 Wall St
Bellevue, NE 68005

Environment: Conference Room 1135 Rooms A&B

Customer desires to utilize the multifunctional space with more meetings and allow them to adhere to social distancing measures in a more adequate method since this is a physically large room. The legacy AV solution does not accommodate modern methods of communication and web conferencing and does not accommodate large groups of people as each room only displays the local source and computer connectivity, sound does not conjoin, and the room does not have camera or microphone technologies. Users also operate the room via multiple remote controls and must manually switch inputs which is confusing and complex for employees and guest to use that are not familiar with the rooms.

Hence, this proposal is to modernize the AV technology and room orientation to allow room to be a flexible space that can complement a wide array of use-case meetings, events, parties, gatherings, and trainings. AVI will enable customer to use the rooms independently or combined when the airwall is open. The new technology will accommodate web conference meetings with microphone and camera (to accommodate collaboration style meetings and formal presentation/training methods). Source audio will be evenly dispersed via new ceiling speakers and new larger monitors will enable better viewing by participants as the room can handle large amounts of attendees that can be seated. 20ft+ away from the monitors.

AVI to configure Room B, the master room with all functionalities residing in the room when used independently. AVI will provide a touch panel interface for users and guests of the city, so employees or public can utilize the new technology. Different sources can be displayed on each screen for comparison of data/content, or the monitors can mirror the same image. Room A will be configured as "overflow" when the rooms are combined (via touch panel button) the display monitor, audio, microphone pickup patterns, etc. will encompass both rooms automatically.

When rooms are divided, Room A will have basic presentation functionalities to include using customers network computer with Internet access and will have a local laptop connection for guest to present content if desired. A separate touch panel will be provided for room control of Room A when the rooms are divided for simple operation. When divided, these sources in Room A will not have access to the Ceiling microphone and cameras that reside in Room B so normal presentation use case scenarios will apply to this room when used independently.

B. SYSTEM DESCRIPTION:

- Displays:
 - (2) new 75" wall mounted displays will be provided, and the room orientation will be changed to the North wall to help accommodate a wider flexibility of table configurations with audience viewing of the displays.
- Source Devices:
 - (2) OFE (owner furnished Network PC) each with wireless keyboard & mouse.
 - Laptop connection in front of Room (on top equipment cabinet) with access to room web conferencing devices
 - Table Laptop connection from floor box with access to room web conferencing devices.
 - Cox Cable Mini Box/Tuner
 - Wall laptop connection in Room A
- Audio:
 - Source volume will also be routed to come out via the new ceiling speakers in the rooms. Depending on whether rooms are combined or used separately, the speaker system will flow accordingly.

- Conferencing:
 - There will be (2) new cameras installed and routed via USB to each of the (3) computer connections in the room identified as Room B computer, Rack laptop location and floor box laptop connection. This will allow employees or guest to plug in and utilize the technology to conduct Zoom, Teams, GoTo Meetings, WebEx, etc. of their choice. Users will have full camera control of a camera in the front to be used when collaborative style meetings take place or when a table or group of people are meeting together. A Camera in the rear of the room is also available when someone is at the front of the room in a formal event, presenting to the audience or during an instructor/training style meeting.

- Switching:
 - Any of the sources will be routable to either screen to enable customer to compare sources or view different content. The same source can also be displayed on each monitor at the same time.

- Controls:
 - AVI to provide a touch panel in the Master Room B residing on the cabinet, that will serve as the primary interface for all users of the room. An intuitive interface will allow users to turn on/off, choose if the rooms are combined, and select what sources they want to see on the displays.
 - AVI to provide a touch panel in Room A and when the rooms are divided, this touch panel will operate the room. Users will similarly be able to turn system on/off, volume control, select the customers PC or display a guest laptop plugged into the new wall connection.
 - User will have camera control (with presents) via the touch panel.
 - No external remote controls will be required to operate the room, creating simplicity for employees and guest.

- Equipment Location:
 - AVI to provide and install an equipment cabinet in the front corner of Room B. This cabinet will have doors and house the various sources, AV components, amplifier, switchers, etc. that are required of the AV System.

Comments / Notes:

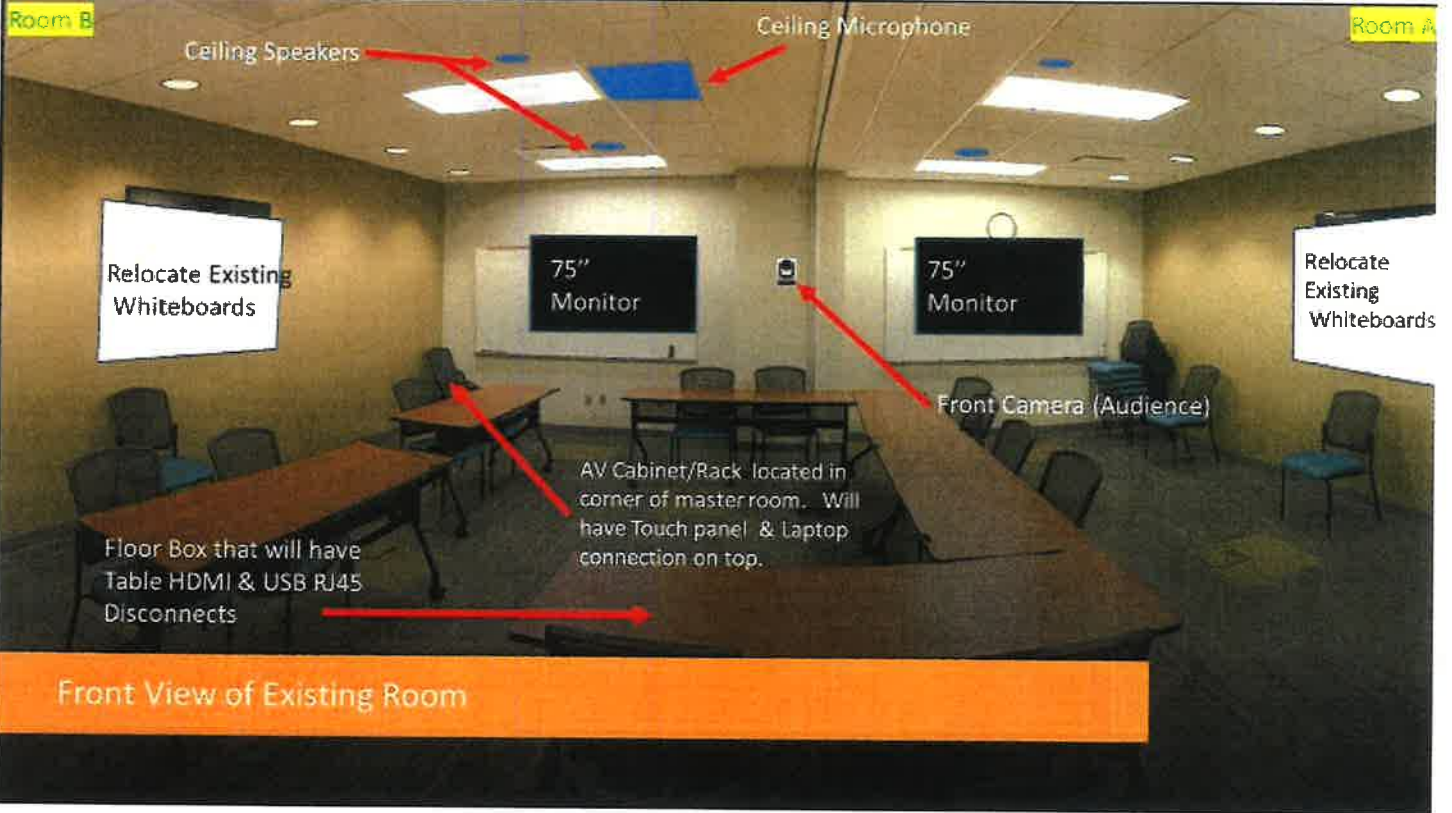
- AVI will create CAD elevation drawings for customer showing the necessary AC, Data, Coax drops needed to install or relocated around the new monitors and equipment cabinet. Customer will work with Sarpy County IT department and their licensed electrician to provide these requirements.
- Customer will coordinate demo and re-install of existing Whiteboards. Customer responsible for any patch/paint work to repair the exposed holes from relocation of these boards.
- AVI will Demo existing 65" monitors, peripherals, PCs, Cable Boxes and wiring. Customer can keep as desired, or AVI will electronically dispose and recycle as desired.

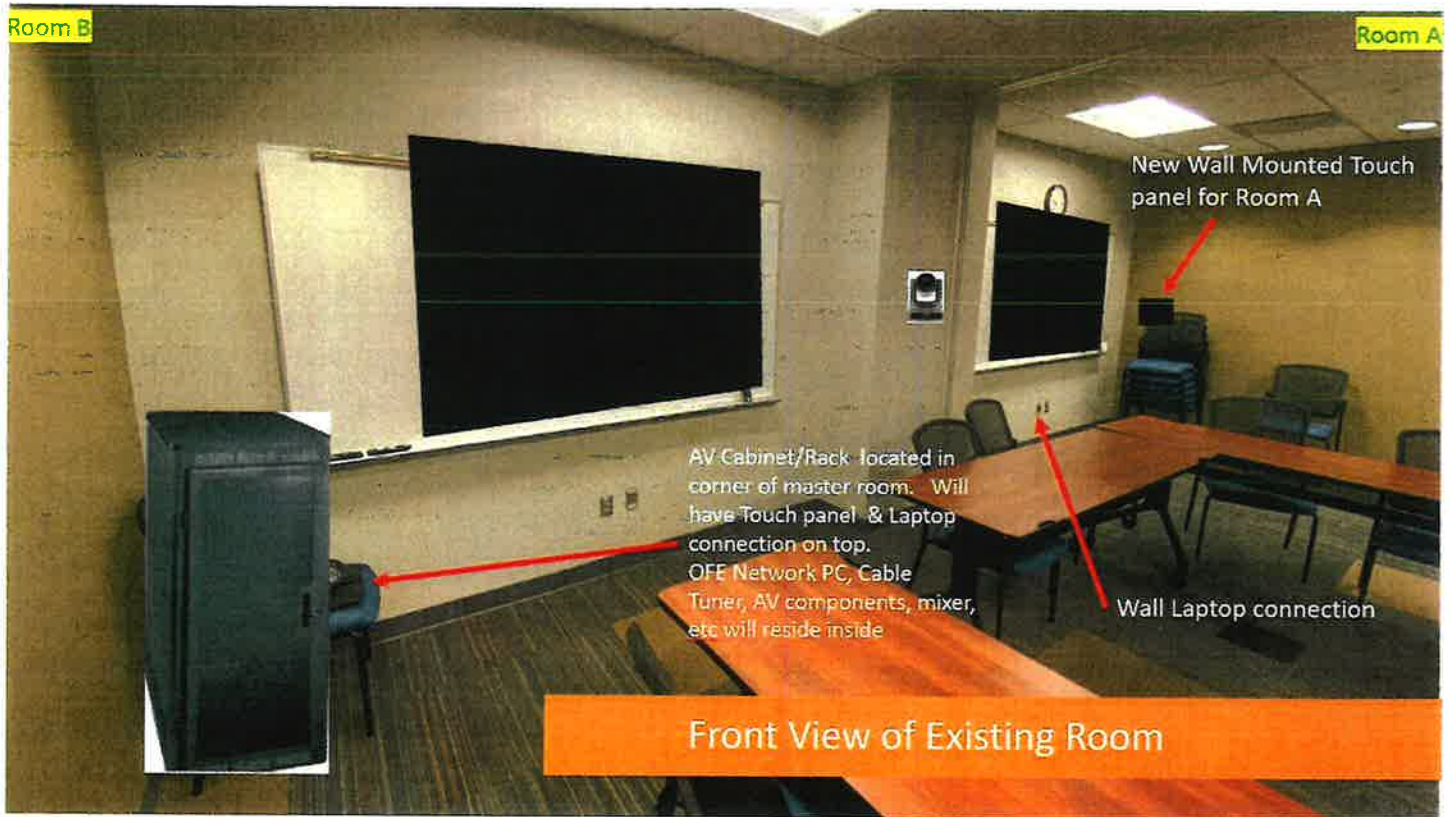
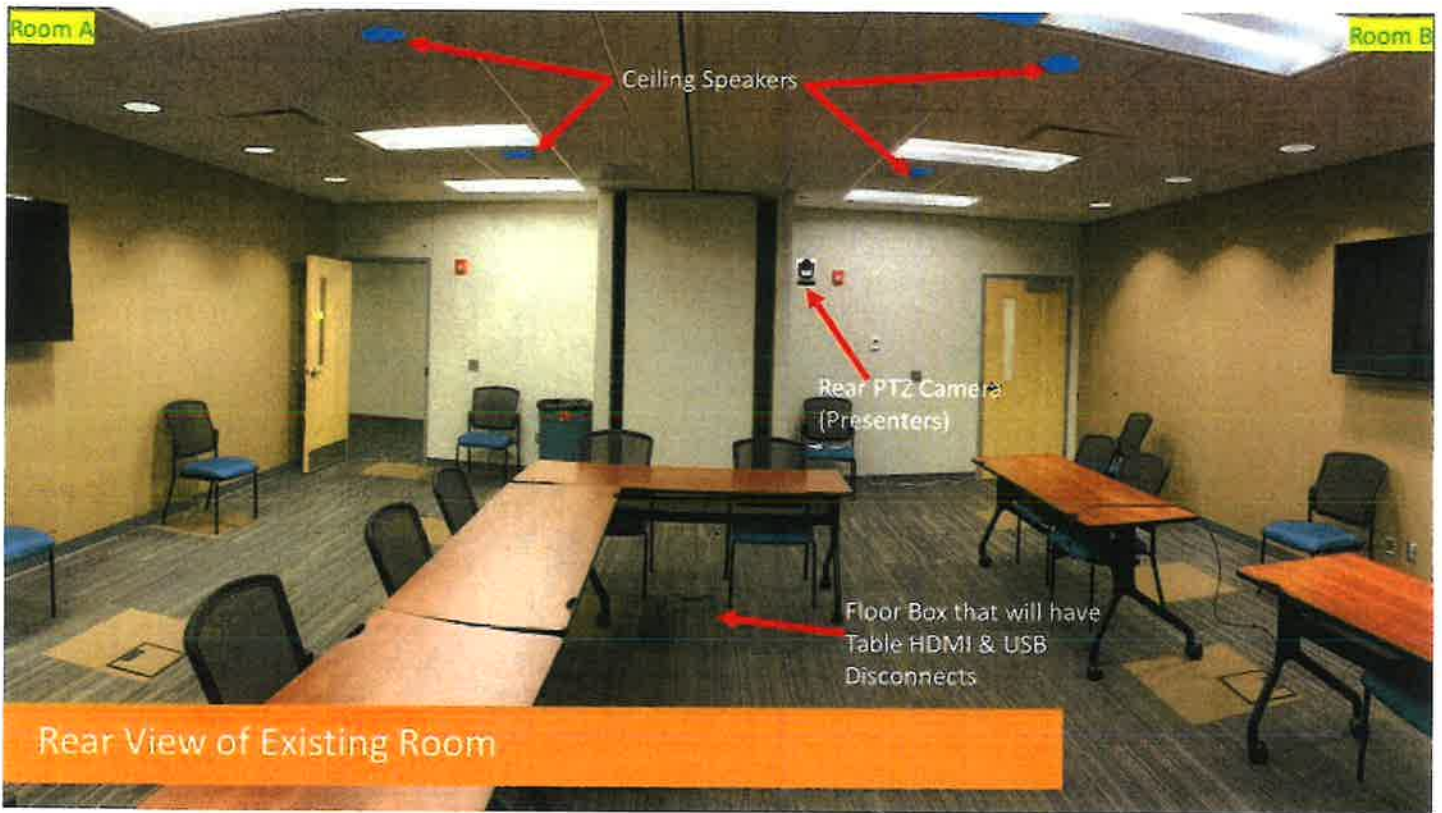
Demo Reference

AVI to pull back LAN cables and install (2) RJ45 Disconnects (for the AV Devices mounted under a table) that will provide HDMI and USB connections on the table area.

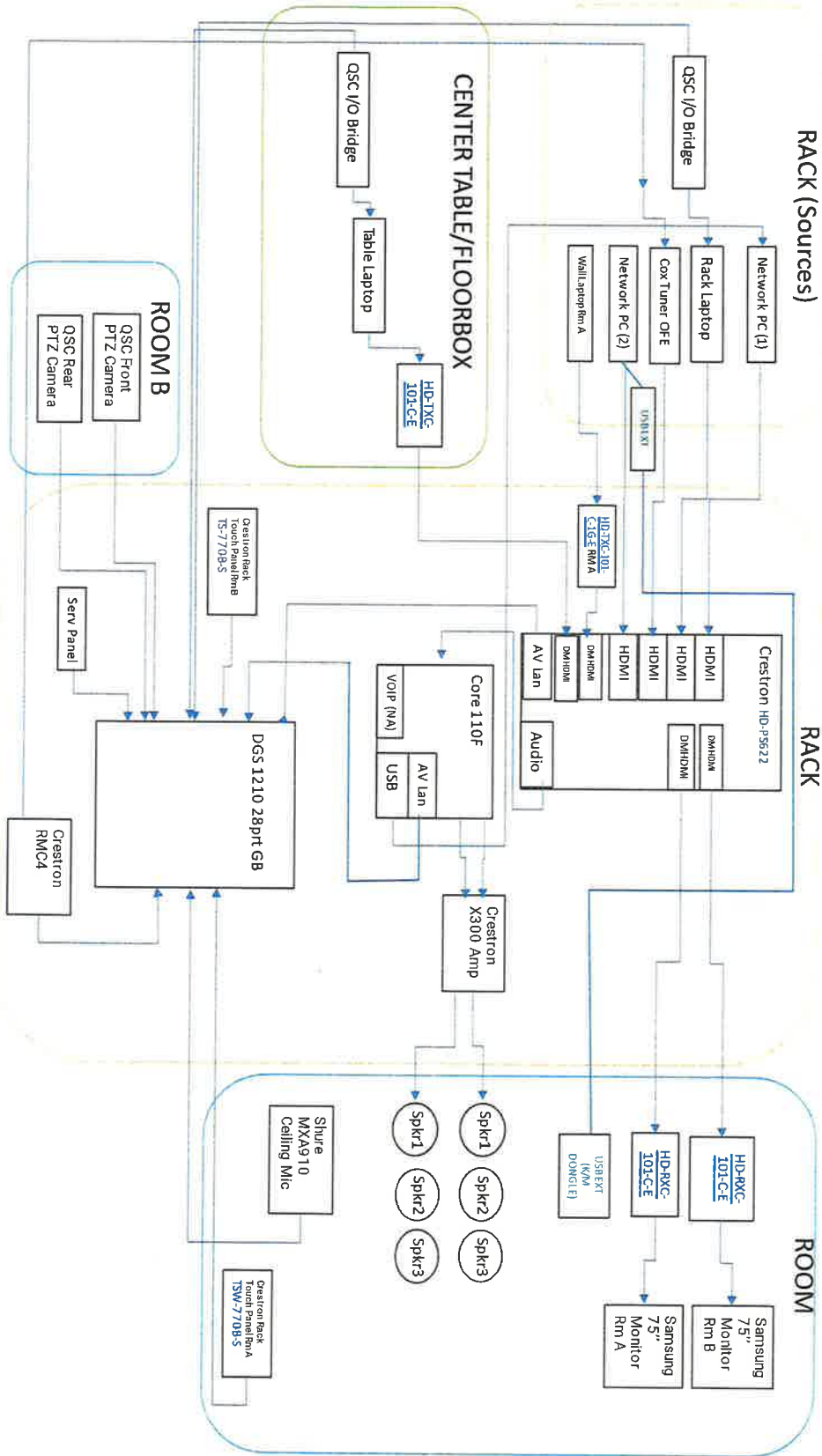
Remove Existing monitors and provide to Customer

Customer to relocate whiteboards to side walls





Sample Wiring/System Flow:



C. EXCLUSIONS: The following work is **not included** in our Scope of Work:

- All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling
- Fire wall, ceiling, roof and floor penetration
- Necessary gypsum board replacement and/or repair
- Necessary ceiling tile or T-bar modifications, replacements and/or repair
- Structural support of equipment *AVI Systems not responsible for building related vibrations
- Installation of ceiling mounted projection screen
- All millwork (moldings, trim, cut outs, etc.)
- Patching and Painting
- Permits (unless specifically provided for and identified within the contract)
- Unless otherwise stated the pricing in this agreement does not include prevailing wage or union labor
- Unless specifically noted lifts and scaffolding are not included

D. CONSTRUCTION CONSIDERATIONS:

To accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by AVI Systems. The costs associated with these modifications are not included in this proposal.

E. NOTICE: THIS SCOPE OF WORK IS DELIVERED ON THE BASIS OF THE FOLLOWING ASSUMPTIONS:

- The room(s) match(es) the drawings provided.
- Site preparation by the Customer and their contractors includes electrical and data placement per AVI Systems specification.
- Site preparation will be verified by AVI Systems project manager or representative before scheduling of the installation. All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by AVI Systems project manager.
- In the event of any arrival to site that AVI Systems is not able to execute work efficiently and definably progress, the Customer will be charged a fee to reimburse AVI Systems for all lost time and inefficiencies. At this time, the Customer will be presented a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
- Rescheduling and redeployment of AVI Systems technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
- There is ready access to the building / facility and the room(s) for equipment and materials.
- There is secure storage for equipment during a multi-day integration.
- If Customer furnished equipment and existing cabling is to be used, AVI Systems assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations including IP addresses are to be provided, operational and functional before AVI Systems integration begins. AVI Systems will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- Document review / feedback on drawings / correspondence will be completed by the Customer within two business days (unless otherwise noted).
- The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix).

- In developing a comprehensive proposal for equipment and integration services AVI Systems' Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your particular project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during integration effort which are different from those documented may have an effect on the price of the system solution, integration or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

F. INTEGRATION PROJECT MANAGEMENT PROCESSES

AVI Systems will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Site Survey – performed prior to Retail Sales Agreement and attached
- Project Welcome Notice – emailed upon receipt of Purchase Order
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status reviews – informal or formal – either by phone or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals (see Appendix)
- Notice of Substantial Completion (see Appendix) – at Customer walk-through – prior to Service transition

G. KNOWLEDGE TRANSFER (TRAINING)

This is geared specifically towards the end-user / operator. The purpose of this knowledge transfer is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start up, stop, and shut down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used
- Who to call when help is required

H. AVI SYSTEMS INTEGRATION SERVICES RESPONSIBILITIES

AVI Systems will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.

- Provide equipment, materials and service items per the contract products and services detail.
- Provide systems equipment integration and supervisory responsibility of the equipment integration.
- Provide systems configuration, checkout and testing.
- Provide project timeline schedules.
- Provide necessary information, as requested, to the owner or other parties involved with this project to ensure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- Provide manufacturer supplied equipment documentation.
- Provide final documentation and "as built" system drawings (CAD) - if purchased.
- Provide system training following integration to the designated project leader or team.

I. CUSTOMER INTEGRATION SERVICES RESPONSIBILITIES

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate. Includes installation of ceiling mounted projection screen.

- Provide for the ordering, provisioning, installation, wiring and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduit, wiring and devices for technical power to the AV systems equipment.
- Provide reasonable accesses of AVI Systems personnel to the facilities during periods of integration, testing and training, including off hours and weekends.
- Provide a secure area to house all integration materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

CUSTOMER CARE

CUSTOMER CARE SERVICES TO BE PROVIDED

Customer Care is the ongoing care and maintenance services delivered to keep your System(s) functioning as originally designed and installed. AVI Systems will perform the services below, as further described in Definitions, for covered Systems.

Customer Care Entitlement Matrix					
Entitlement	Definition	System Support	Unified Communications	Digital Media	Service Level
Incident Management	AVI Systems provides Priority Support to troubleshoot, remediate, and escalate all Incidents through to resolution.	Included	Included	Included	Remote initiation within two (2) business hours, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Remote Support	AVI Systems provides remote Priority Support for supported systems to diagnose and resolve incidents.	Included	Included	Included	Remote response within (8) business hours, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Onsite Support	AVI Systems provides Priority Support for technician dispatch to the client location to diagnose and resolve an Incident.	Included	Not Included	Not Included	Onsite response within eight (8) business hours, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Advanced Parts Replacement	AVI Systems provides advanced replacement of failed hardware components. Does not include Consumables or Obsolete Equipment.	Included	Included	Included	Repair and/or replacement is manufacturer dependent. Loaner Equipment on Best Effort basis
Software Update Assistance	AVI Systems provides labor to implement updates of existing software to correct software errors and/or resolve incidents	Included	Included	Included	
System Training	AVI Systems conducts user training to cover operation of the system and how to contact AVI Systems for support. Technical, Administrative, or Product Specific training is available separate from this agreement.	Included	Not Included	Not Included	Remote user training, scheduled at least one (1) week in advance
System Health Checks	AVI Systems personnel perform preventative maintenance. Includes cleaning, adjustments, functional tests, and replacement of parts to	Included	Not Included	Not Included	Two (2) System Health Checks per year, each scheduled at least one (1) week in advance

	keep the system equipment in efficient operating condition.				
Asset Management	AVI Systems tracks asset information for Systems.	Included	Included	Included	

CUSTOMER CARE DEFINITIONS

System – Defined as the items listed in the Products and Services Detail section of this Agreement or listed on an attached Equipment List with the exception of Consumables, Owner Furnished Equipment, and Obsolete Equipment.

Priority Support – Means all work under AVI Systems support agreements with Customers is scheduled ahead of any other on-demand work.

Remote Support – Means a service whereby remote calls made to communications and terminal equipment via Customer provided IP connection to determine failures and remedies. Only available where equipment is capable and configured by AVI Systems to provide same.

Onsite Support - Service level response assumes client location is within 60 miles of an AVI Systems Service Center. Additional travel costs may apply if the client location is beyond 60 miles of an AVI Systems Service Center.

Consumables – Means parts such as recording media, batteries, projection lamps and bulbs, etc. Consumables are parts that are not included under this Agreement.

Obsolete Equipment – Defined as items (though possibly still in use) that are outdated with no manufacturer support or parts availability, or products with formal end of life as defined by their manufacturer. Obsolete Equipment are parts that are not included under this Agreement.

Loaner Equipment – Defined as table top LCD projectors and flat screen monitors under 50". Table top projectors are not integrated into a system. Flat screen monitors will be installed onto a wall if reasonably possible.

Best Effort – Means AVI Systems strives to provide the Service or repair any Incident in an appropriate and generally accepted manner using the resources available but makes no promise in this reference.

Advanced Parts Replacement - Provides for recycling of equipment covered in a system or consumables with no additional fees. Includes coverage for shipping to/from manufacturer for equipment sent to for warranty diagnosis, repair or exchange

Software Update Assistance – Defined as revisions of existing software which provide maintenance to correct software errors. Assumes software is provided at no charge by the manufacturer or covered under a valid manufacturer maintenance contract. Cascading software dependencies may impact ability to issue updates. Software and features which require additional licensing are not included under this Agreement. Changes to custom templates or scripts after initial deployment are available separate from this agreement.

CUSTOMER CARE - UNIFIED COMMUNICATIONS

Remote Technical Support

- Help Desk phone number: 866-836-8277
- Help Desk email: ucsupport@avisystems.com

CUSTOMER CARE - DIGITAL MEDIA

Remote Technical Support

- Help Desk phone number: 866-929-4256
- Help Desk email: dmsupport@avisystems.com

SYSTEM SUPPORT TERMS

Coverage Dates – Unless otherwise stated, the service coverage date will be effective as of substantial completion or System Support Agreement invoice date; whichever is applicable. Coverage will extend for the duration specified by the

corresponding line item description found in the Product and Services Detail section of this Agreement. AVI Systems reserves the right to withhold services until the invoice is paid in full.

Exclusions – For situations where AVI Systems is providing service or support under this Agreement, no cost service, maintenance or repair shall not apply to the Equipment if any person other than an AVI Systems technician or other person authorized by AVI Systems, without AVI Systems prior written consent, improperly wires, integrates, repairs, modifies or adjusts the Equipment or performs any maintenance service on it during the term of this Agreement. Furthermore, any Equipment service, maintenance or repair shall not apply if AVI Systems determines, in its sole discretion, that the problems with the Equipment were caused by (a) Customer's negligence; or (b) theft, abuse, fire, flood, wind, lighting, unreasonable power line surges or brownouts, or acts of God or public enemy; or (c) use of any equipment for other than the ordinary use for which such equipment was designed or the purpose for which such equipment was intended, or (d) operation of equipment within an unsuitable operating environment, or (e) failure to provide a suitable operating environment as prescribed by equipment manufacturer specifications, including, without limitation, with respect to electrical power, air conditioning and humidity control.

Systems Support Terms are in addition to AVI Systems' General Terms and Conditions of Sale.

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
QSC-TRANSIT-SURCHARGE	QSC	Conf Rm 1135 A&B QSC Transit Surcharge	1	\$647.25	\$647.25
RFR-2428BR	MIDDLE ATLANTI	28W24SP28DP RFR RK BL RN	1	\$1,109.71	\$1,109.71
PD-915R	MIDDLE ATLANTI	9OUT15ARCKMNT POWER CEN	1	\$115.19	\$115.19
U1V-4	MIDDLE ATLANTI	1SP VENTED SHELF 4PK	1	\$156.15	\$156.15
U2V	MIDDLE ATLANTI	2SP VENTED UTILITY SHELF	2	\$55.21	\$110.42
D2	MIDDLE ATLANTI	2SP ANODIZED DRAWER	1	\$152.59	\$152.59
VT4	MIDDLE ATLANTI	4SP PERFORATED VENT PANEL	1	\$23.75	\$23.75
VT2	MIDDLE ATLANTI	2SP PERFORATED VENT PANEL	1	\$18.40	\$18.40
IRFR-CABCOOL50	MIDDLE ATLANTI	INTL RFR CABCOOL 50 PNL	1	\$248.19	\$248.19
BR1	MIDDLE ATLANTI	1SP PANEL W/BRUSH GROMMET	1	\$48.09	\$48.09
OFE	OWNER	Owner Furnished Equipment -- CPU/Desktop ROOM A	1	\$0.00	\$0.00
OFE	OWNER	Owner Furnished Equipment -- CPU/Desktop ROOM B	1	\$0.00	\$0.00
OFE	OWNER	Owner Furnished Equipment --Wireless M/Keybrd ROOM A	1	\$0.00	\$0.00
OFE	OWNER	Owner Furnished Equipment --Wireless M/Keybrd ROOM B	1	\$0.00	\$0.00
OFE	OWNER	Owner Furnished Equipment --Cable Cable Mini Box	1	\$0.00	\$0.00
USB-EXT-2-LOCAL-1G-B	CRESTRON	USB over Category Cable Extender Wall Plate, Local, Black	1	\$375.00	\$375.00
USB-EXT-2-REMOTE-1G-B	CRESTRON	USB over Category Cable Extender Wall Plate, Remote, Black	1	\$375.00	\$375.00
HD-TX-101-C-1G-E-B-T	CRESTRON	DM Lite® Transmitter for HDMI® Signal Extension over CATx Cable, Wall Plate, Black Textured	1	\$237.50	\$237.50
HD-PS622	CRESTRON	8x2 4K60 4:4:4 HDR Presentation System	1	\$3,000.00	\$3,000.00
HD-RXC-101-C-E	CRESTRON	DM Lite – HDMI® over CATx Receiver w/IR & RS-232, Surface Mount	1	\$250.00	\$250.00
HD-RXC-101-C-E	CRESTRON	DM Lite – HDMI® over CATx Receiver w/IR & RS-232, Surface Mount	1	\$250.00	\$250.00
DL-AR3982	LIBERTY AV	DIGITALINX SECURE ADAPTER RING	1	\$167.56	\$167.56
CORE 110F	QSC	PROCESSOR,Q-SYS CORE110f- NA,100-240V,	1	\$2,750.00	\$2,750.00

SLQUD-110-P	QSC	Q-SYS UCI DEPLOYMENT,CORE110,PERPETUA L	1	\$150.00	\$150.00
SLQSE-110-P	QSC	Q-SYS SCRIPTING ENGINE,CORE110,PERPETUAL	1	\$300.00	\$300.00
I/O USB BRIDGE AMP-X300	QSC CRESTRON	VIDEO,I/O-USB BRIDGE,12V,BK X-Series Amplifier	1	\$1,436.25	\$1,436.25
TS-770-B-S	CRESTRON	7 in. Tabletop Touch Screen, Black Smooth	1	\$1,250.00	\$1,250.00
TSW-770-B-S	CRESTRON	7 in. Wall Mount Touch Screen, Black Smooth	1	\$1,125.00	\$1,125.00
RMC4	CRESTRON	4-Series™ Control System	1	\$625.00	\$625.00
DGS-1210-28P	D-LINK	DGS-1210 Series Smart Managed 28- Port Gigabit PoE Switch including 4 Gigabit COMBO Ports, 193W PoE B	1	\$499.20	\$499.20
HD-TX-101-C-E	CRESTRON	DM Lite® Transmitter for HDMI® Signal Extension over CATx Cable	1	\$206.25	\$206.25
I/O USB BRIDGE DL-AR3982	QSC LIBERTY AV	VIDEO,I/O-USB BRIDGE,12V,BK DIGITALINX SECURE ADAPTER RING	1	\$1,436.25	\$1,436.25
QB75R	SAMSUNG	75IN COMMERCIAL 4K UHD LED MNTR LCD DISPLAY 350 NIT MANF VIETNAM	2	\$2,206.49	\$4,412.98
FHB5147	CHIEF	HARDWARE KIT	2	\$11.25	\$22.50
LTM1U	CHIEF	Micro-Adjust Tilt Wall Mount Large	2	\$265.50	\$531.00
MXA910W-US	SHURE	Ceiling Array Microphone	1	\$3,741.81	\$3,741.81
AC-C6T	QSC	LOUDSPEAKER,AC-C6T,6" CEILING,W/XFMR & BACKCAN	6	\$103.75	\$622.50
PTZ-12X72	QSC	VIDEO,PTZ-12X72,CAMERA	1	\$3,125.00	\$3,125.00
PTZ-12X72	QSC	VIDEO,PTZ-12X72,CAMERA	1	\$3,125.00	\$3,125.00
Sub-Total: Conf Rm 1135 A&B					\$32,670.18
Integration					
Engineering & Drawings					\$3,427.20
Project Management					\$620.52
Programming					\$9,013.44
On Site Integration					\$6,956.78
Integration Cables & Connectors					\$1,936.82
Sub-Total: Integration					\$21,954.76
Sub-Total:					\$647.25
Total:					<u>\$55,272.19</u>

PRO SUPPORT:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
AVISSA1YR	AVI SYSTEMS	1 Year System Support Agreement	1.0000	\$3,870.00	\$3,870.00

Refer to page 1 for the Grand Total that includes the Taxes, and Shipping & Handling

AVI Systems General Terms and Conditions of Sale

The following General Terms & Conditions of Sale (the "T&Cs") in combination with either (a) a signed Retail Sales Agreement or (b) Quote under which AVI Systems, Inc ("AVI") agrees to supply goods or services constitute a binding contract (the "Agreement") between AVI and the entity identified on page one of the Retail Sales Agreement or Quote (the "Customer"). In the absence of a separately negotiated "Master Services Agreement" between AVI and Customer signed in "wet ink" by the Chief Executive Officer or Chief Financial Officer of AVI, these T&C's shall apply. Any terms and conditions set forth in any correspondence, purchase order or Internet based form from Customer to AVI which purport to constitute terms and conditions which are in addition to those set forth in this Agreement or which attempt to establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by AVI unless the same has been manually countersigned in wet ink by an Officer of AVI.

1. **Changes In The Scope of Work** – Where a Scope of Work is included with this Agreement, costs resulting from changes in the scope of this project by the Customer, including any additional requirements or restrictions placed on AVI by the Customer or its representatives, will be added to the contract price. When AVI becomes aware of the nature and impact of the change, a contract Change Order will be submitted for review and approval by the Customer before work continues. AVI has the right to suspend the work on the project pending Customer's written approval of the Change Order.
2. **Ownership and Use of Documents and Electronic Data** – Where applicable, drawings, specifications, other documents, and electronic data furnished by AVI for the associated project under this Agreement are instruments of the services provided. These items are "Confidential Information" as defined in this Agreement and AVI shall retain all common law, statutory and other reserved rights, including any copyright in these instruments. These instruments of service are furnished for use solely with respect to the associated project under this Agreement. The Customer shall be permitted to retain copies of any drawings, specifications, other documents, and electronic data furnished by AVI for information and reference in connection with the associated project and for no other purpose.
3. **Proprietary Protection of Programs** – Where applicable this Agreement does not cause any transfer of title, or intellectual rights, in control systems programs, or any materials produced in connection therewith, including any source code. Any applications or programs supplied by AVI are provided, and are authorized for installation, execution, and use only in machine-readable object code form. This Agreement is expressly limited to the use of the programs by the Customer for the equipment in connection with the associated project. Customer agrees that it will not seek to reverse-engineer any program to obtain source codes, and that it will not disclose the programs source codes or configuration files to any third party, without the written consent of AVI. The programs, source codes and configuration files, together with AVI' know-how and integration and configuration techniques, furnished hereunder are proprietary to AVI, and were developed at its private expense. If Customer is a branch of the United States government, for purposes of this Agreement any software furnished by AVI hereunder shall be deemed "restricted computer software", and any data, including installation and systems configuration information, shall be deemed "limited rights data", as those terms are defined in FAR 52.227-14 of the Code of Federal Regulations.
4. **Shipping and Handling and Taxes** – The prices shown are F.O.B. manufacturer's plant or AVI's office depending on where items are located when direction is issued to ship to the point of integration. The Customer, in accordance with AVI's current shipping and billing practices, will pay all destination charges. In addition to the prices on this Agreement, the Customer agrees to pay amounts equal to any sales tax invoiced by AVI, or (where applicable) any use or personal property taxes resulting from this Agreement or any activities hereunder. Customer will defend, indemnify and hold harmless AVI against any claims by any tax authority for all unpaid taxes or for any sales tax exemption claimed by Customer.
5. **Title** – Where applicable, title to the Equipment passes to the Customer on the earlier of: (a) the date of shipment from AVI to Customer, or (b) the date on which AVI transmits its invoice to Customer.
6. **Security Interest** – In addition to any mechanics' lien rights, the Customer, for value received, hereby grants to AVI a security interest under the Minnesota commercial code together with the a security interest under the law(s) of the state(s) in which work is performed or equipment is delivered. This security interest shall extend to all Equipment, plus any additions and replacements of such Equipment, and all accessories, parts and connecting Equipment now or hereafter affixed thereto. This security interest will be satisfied by payment in full unless otherwise provided for in an installment payment agreement. The security interest shall be security for all sums owed by Customer under this Agreement. A copy of this Agreement may be filed as a financing statement with the appropriate authority at any time after signature of the Customer. Such filing does not constitute acceptance of this Agreement by AVI
7. **Risk of Loss or Damage** – Notwithstanding Customer's payment of the purchase price for Equipment, all risk of loss or damage shall transfer from AVI to Customer upon transfer of Title to Customer. Customer shall be responsible for securing insurance on Equipment from this point forward.
8. **Receiving/Integration** – Unless the Agreement expressly includes integration services by AVI, the Customer agrees to furnish all services required for receiving, unpacking and placing Equipment in the desired location along with integration. Packaging materials shall be the property of the Customer.
9. **Equipment Warranties** – To the extent AVI receives any warranties from a manufacturer on Equipment; it will pass them through to Customer to the full extent permitted by the terms of each warranty. Factory warranties vary by manufacturer, and no additional warranties are expressed or implied.
10. **General Warranties** – Each Party represents and warrants to the other that: (i) it has full right, power and authority to enter into and fully perform its obligations under this Agreement, including without limitation the right to bind any party it purports to bind to this Agreement; (ii) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a Party or by which it is bound, and (iii) it will comply with all applicable laws in its discharge of its obligations under this Agreement. AVI warrants, for a period of 90 days from Substantial Completion, the systems integration to be free from defects in workmanship. CUSTOMER WARRANTS THAT IT HAS NOT RELIED ON ANY

INFORMATION OR REPRESENTATION PROVIDED BY OR ON BEHALF OF AVI WHICH IS NOT EXPRESSLY INCLUDED IN THESE GENERAL TERMS AND CONDITIONS OR THE RETAIL SALES AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN, AVI DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE EQUIPMENT, MATERIALS AND SERVICES PROVIDED BY AVI, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE.

11. Indemnification – Customer shall defend, indemnify and hold harmless AVI against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), that arise in whole or in part from: (a) any negligent act or omission of Customer, its agents, or subcontractors, (b) Customer's failure to fully conform to all laws, ordinances, rules and regulations which affect the Agreement, or (c) Customer's breach of this Agreement. If Customer fails to promptly indemnify and defend such claims and/or pay AVI's expenses, as provided above, AVI shall have the right to defend itself, and in that case, Customer shall reimburse AVI for all of its reasonable attorneys' fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of AVI's written requests. AVI shall indemnify and hold harmless Customer against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), to the extent that the same is finally determined to be the result of (a) any grossly negligence or willful misconduct of AVI, its agents, or subcontractors, (b) AVI's failure to fully conform to any material law, ordinance, rule or regulation which affects the Agreement, or (c) AVI's uncurd material breach of this Agreement.

12. Remedies – Upon default as provided herein, AVI shall have all the rights and remedies of a secured party under the Minnesota commercial code and under any other applicable laws. Any requirements of reasonable notice by AVI to Customer, or to any guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the party to be notified shown on the first page of this Agreement (or to such other mailing address as that party later furnishes in writing to AVI) at least ten calendar days before the time of the event or contemplated action by AVI set forth in said notice. The rights and remedies herein conferred upon AVI, shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by the Minnesota commercial code and other applicable laws.

13. Limitation of Remedies for Equipment – AVI's entire liability and the Customer's sole and exclusive remedy in all situations involving performance or nonperformance of Equipment furnished under this Agreement, shall be the adjustment or repair of the Equipment or replacement of its parts by AVI, or, at AVI option, replacement of the Equipment.

14. Limitation on Liability – EXCEPT IN CIRCUMSTANCES INVOLVING ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF A AVI UNDER THIS AGREEMENT FOR ANY CAUSE SHALL NOT EXCEED (EITHER FOR ANY SINGLE LOSS OR ALL LOSSES IN THE AGGREGATE) THE NET AMOUNT ACTUALLY PAID BY CUSTOMER TO AVI UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE ON WHICH AVI'S LIABILITY FOR THE FIRST SUCH LOSS FIRST AROSE.

15. No Consequential Damages – AVI SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ORGANIZATION FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY DESCRIPTION (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS), WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF THE NUMBER OR NATURE OF CLAIMS.

16. Acceleration of Obligations and Default – Payment in full for all "Equipment," which is defined as all goods identified in the section of the Agreement with the same title, as well for any and all other amounts due to AVI shall be due within the terms of the Agreement. Upon the occurrence of any event of default by Customer, AVI may, at its option, with or without notice, declare the whole unpaid balance of any obligation secured by this Agreement immediately due and payable and may declare Customer to be in default under this Agreement.

17. Choice of Law, Venue and Attorney's Fees – This Agreement shall be governed by the laws of the State of Minnesota in the United States of America without reference to or use of any conflicts of laws provisions therein. For the purpose of resolving conflicts related to or arising out of this Agreement, the Parties expressly agree that venue shall be in the State of Minnesota in the United States of America only, and, in addition, the Parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Hennepin County, Minnesota in the United States of America and waive any right to assert in any such proceeding that Customer is not subject to the jurisdiction of such court or that the venue of such proceeding is improper or an inconvenient forum. The Parties specifically disclaim application (i) of the United Nations Convention on the International Sale of Goods, 1980, and (ii) of Article 2 of the Uniform Commercial Code as codified. In the event AVI must take action to enforce its rights under the Agreement, the court shall award AVI the attorney's fees it incurred to enforce its rights under this Agreement.

18. General – Headings are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The Parties acknowledge and agree that the Agreement has been negotiated by the Parties and that each had the opportunity to consult with its respective counsel, and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement. This Agreement is not assignable by Customer without the prior written consent of AVI. Any attempt by Customer to assign any of the rights, duties, or obligations of this Agreement without such consent is void. AVI reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein, or upon the sale of all or substantially all of AVI's assets or business. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. AVI is not responsible for any delay in, or failure to, fulfill its obligations under this Agreement due to causes such as natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or any other cause or condition beyond AVI's reasonable control. Except as otherwise stated in the Agreement, AVI is not obliged to provide any services hereunder for Equipment located outside the United States or Puerto Rico. Scheduled completion dates are subject to change based on material shortages caused by shortages in cable and materials that are industry wide.

19. Confidentiality. The term "Confidential Information" shall mean the inventions, trade secrets, computer software in both object and source code, algorithms, documentation, know how, technology, ideas, and all other business, customer, technical, and financial information owned by AVI or the Customer, which is designated as confidential, or communicated in such a manner or under such circumstances as would reasonably enable a person or organization to ascertain its confidential nature. All the Confidential Information of a party to this Agreement shall be maintained in confidence by the other party, and neither party shall, during the term of this Agreement or for a period of three (3) years subsequent to the termination of this Agreement, divulge to any person or organization, or use in any manner whatsoever, directly or indirectly, for any reason whatsoever, any of the Confidential Information of the other party without receiving the prior written consent of the other party. AVI and the Customer shall take such actions as may be reasonably necessary to ensure that its employees and agents are bound by the provisions of this Section, which actions shall, as may be reasonably requested by either party, include the execution of written confidentiality agreements with the employees and agents of the other party. The provisions of this Section shall not have application to any information that (i) becomes lawfully available to the public; (ii) is received without restriction from another person or organization lawfully in possession of such information; (iii) was rightfully in the possession of a party without restriction prior to its disclosure; or (iv) is independently developed by a party or its employees or agents without access to the other party's similar information.

20. Nonsolicitation - To the extent permitted by applicable law, during the term of this Agreement and for a period of one (1) year after the termination this Agreement, each Party agrees that it shall not knowingly solicit or attempt to solicit any of the other Party's executive employees or employees who are key to such Party's performance of its obligations under this Agreement ("Covered Employees"). Notwithstanding the foregoing, nothing herein shall prevent either Party from hiring as an employee any person who responds to an advertisement for employment placed in the ordinary course of business by that Party and/or who initiates contact with that party without any direct solicitation of that person by that Party or its agents.

21. Price Quotations and Time to Install – AVI often installs systems at the end of a construction project. The price quoted contemplates that AVI shall have access to the location for the time shown for AVI to complete its work after the work of all other contractors is substantially complete which means, generally, all other trades are no longer generating dust in the location, and final carpeting/flooring is installed (the "Prepared Area") Failure to give AVI access to the Prepared Area for the amount of time shown for the installation may result in increased installation costs, typically in a manner proportionate to the reduction of time given to AVI to complete its work compared to the original schedule.

22. Price Quotations – Unless otherwise specified, all prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the terms of each invoice. Payment in other forms, including credit card, p-card, or other non-cash payments shall be subject to a convenience above the cash price. Please speak to your AVI representative if you have any questions in this regard.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16f.
12/7/2021

COUNCIL MEETING DATE: 12/07/2021	SUBMITTED BY: Parks 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:

Agreement between 4Seams Academy LLC and the City of Bellevue for use of Aspen Park ballfields.

SYNOPSIS/BACKGROUND:

4S Academy desires to utilize the Aspen Park ballfields beginning March 21, 2022 and ending July 22, 2022. Pursuant to the terms of the agreement, 4S will be allowed to utilize the ballfields and each party will maintain the properties as further outlined in the agreement.

FISCAL IMPACT: + ~\$900 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the Mayor to sign the agreement between 4Seams Academy LLC and the City of Bellevue.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

AGREEMENT
4S Academy
&
CITY OF BELLEVUE, NEBRASKA

THIS AGREEMENT ("Agreement") is made this 11 day of November, 2021 (the "Effective Date"), by and between the City of Bellevue, Nebraska, a political subdivision and a city of the first class of the State of Nebraska (the "City"), and the 4Seams Academy LLC ("4S Academy") located at 1200 S. Portal Road in LaVista, Sarpy County, Nebraska. For the purposes of this Agreement, the City and 4S Academy may individually be referred to as a "Party" and may collectively be referred to as the "Parties".

WHEREAS, 4S Academy desires to utilize the Aspen Park ballfields (Parcel 011246200), owned by the City (by reference, the "Park"), for baseball and softball games and practices, and for permitted use of the Park beginning March 21, 2022 and ending July 22, 2022, inclusive; and

WHEREAS, the normal field usage fee the City charges is forty-dollars (\$40.00) per field which includes a drag and line one time per day. This usage fee can be reduced if the organization provides an in-kind service to the City such as improvements, pre-game and post-game upkeep or contributions for site improvements; and

WHEREAS, the City desires to allow 4S Academy to use the Park between March 21, 2022 and July 22, 2022 and reduce the usage fee. In exchange for said reduction in fees 4S Academy agrees to provide in-kind service to the City as further outlined herein.

NOW, THEREFORE, the Parties agree as follows:

1. Term. The term of this Agreement shall be from March 21, 2022 and shall expire on July 22, 2022 (hereinafter "Term").
2. Property. The Property which is the subject of this agreement are the ballfields located on Parcel 011246200, generally known as Aspen Park (the "Property").
3. Trade Fixtures (If applicable). All alterations, additions and improvements (and expressly including all light fixtures and floor coverings), except trade fixtures, appliances and equipment which do not become a part of the Premises, shall immediately become the property of the City of Bellevue without any obligation to pay therefore.
4. Permit. 4S Academy shall make the appropriate application for a permit to use the Park (the "Application"). The Application shall be for March 21, 2022, through July 22, 2022 (the "Term"). 4S Academy shall have the right to use the Park only during the Term, and for all other times beyond the Term as the City shall operate and allow use of the Park in due and ordinary course. The City shall grant the Application during the term of this Agreement provided that 4S Academy complies with the terms and conditions of the

Application, this Agreement, and all other federal, state, and local laws, regulations, and ordinances.

5. 4S Academy Responsibilities. 4S Academy shall be responsible for all repairs, replacements, maintenance and cleaning of the Park during the Term, for any purpose including but not limited to marketing the field at its sole expense. All repair work shall be done in a good and workmanlike manner. 4S Academy shall keep the Park and adjoining parking lots free and clear of all trash, rubbish, debris and other materials, the presence or accumulation of which may constitute a nuisance under the laws of the City of Bellevue. The City shall not be responsible at any time for maintaining, repairing, or restoring any part of 4S Academy's trade fixtures. 4S Academy shall be responsible for all costs associated with providing electricity to the Park during the Term. 4S Academy shall be responsible for their own drag and line during their practices.

4S Academy shall pay a one-time usage fee of \$900.00 which is due and payable to the City of Bellevue no later than March 1, 2022. The payment may be submitted to the City Clerk at 1500 Wall Street, Bellevue, NE 68005. The parties recognize that the normal field usage fee the City charges is forty-dollars (\$40.00) per field which includes a drag and line one time per day. This usage fee can be reduced if the organization provides an in-kind service to the City such as improvements (which could include the installation of fencing or other improvement(s)), pre-game and post-game upkeep or contributions for site improvements; and

6. City Responsibilities. The City shall be responsible for turf, mowing, fertilization, general maintenance of ballfields and other vegetation maintenance at the Park at all times during the term of this Agreement. The City will drag and line the ballfields 1 time per day for games.

The City agrees, weather permitting, that the infields on the ballfields will be ready for play by April 1, 2021.

7. Insurance. 4S Academy shall at its sole cost and expense obtain comprehensive general liability insurance and comprehensive automotive liability insurance in the following amounts and shall maintain such insurance during the term of this Agreement:
 - a. General Liability Bodily Injury: \$2,000,000.00 (including completed acts per occurrence and products liability), \$2,000,000.00 annual aggregate;
 - b. General Liability Property Damage: \$2,000,000.00 (including explosion, per occurrence collapse, and underground, coverage if applicable), \$2,000,000.00 annual aggregate;
 - c. Automotive Liability Bodily Injury: \$2,000,000.00 per person, \$2,000,000.00 per occurrence; and
 - d. Automotive Liability Property Damage: \$2,000,000.00 per occurrence.

4S Academy shall name the City as an additional insured on any and all policies of insurance obtained pursuant to this Agreement. 4S Academy shall submit certificates of insurance to the City prior to the commencement of any Improvements on the Park.

8. Indemnity. 4S Academy agrees to indemnify and defend City from any loss, cost or expense claimed by 4S Academy or any third parties, including but not limited to 4S Academy volunteers, employees, and participants, in connection with the use, operation, and maintenance of the Park and the Improvements. To the maximum extent permitted by law, 4S Academy, on behalf of 4S Academy and all of 4S Academy's heirs, executors and assigns, 4S Academy hereby waives any right, remedy or recourse that 4S Academy may have now, or in the future, against the City its employees and agents, as a result of any act, error or omission of the City, including those of its agents and employees, including any claim for any loss or damage to 4S Academy's property or other property placed or located on the Park as a result of any such act, error or omission made in furtherance of any right or authority reserved by the City in this paragraph or elsewhere in this agreement or any damage that may result as a result of any nature disaster. Without limitation to the foregoing, and to the maximum extent permitted by law, 4S Academy shall hold the City (including any employee, contractor or agent of the City) harmless from and against any claim, liability, loss or damage of any nature whatsoever, including but not limited to whether related to an existing condition of Park, 4S Academy's use or occupancy of Park, any such claim, damages or liability that may arise or result from any lawful or unlawful entry upon Park and any claim that may arise or result from, out of or in connection with any default under, or breach of, any covenant, term or condition of this agreement.
9. Termination. This Agreement may be terminated by the City with notice upon 4S Academy's failure to comply with the terms and conditions of this Agreement, the Application, or any other federal, state, or local laws, regulations, or ordinances. Within ten (10) days of the termination of this Agreement, 4S Academy shall remove all trade fixtures and cease use of the Property.
10. No Partnership, Joint Venture. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture as between the City and 4S Academy, or between the City and any other party. The City shall not be liable for the debts or obligations of 4S Academy or for any other party.
11. Partial Invalidity. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
12. Notice. Whenever notice is required to be given by the City under this Agreement, it will be deemed sufficient if (i) sent by regular U.S. mail or email to 4S Academy at the address of: 1200 S. Portal Road, LaVista, Nebraska 68128, 4seamsacademy.dan@gmail.com.

Notice required to be given by 4S Academy under this Agreement shall be deemed sufficient if mailed by regular U.S. mail or hand-delivered to the City in care of the City Clerk at the Bellevue City Hall, 1500 Wall Street, Bellevue, Nebraska, 68005.

13. Amendments. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall not be effective or binding on any party until fully executed by both parties hereto.
14. Force Majeure. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which events and/or circumstances are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, provided that the parties stipulate that Force Majeure shall not include the novel coronavirus Covid-19 pandemic which is ongoing as of the date of the execution of this agreement. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in the market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.
15. Choice of Law. This Agreement shall be governed by the laws of the State of Nebraska.

DATED this 11 day of November, 2021.


CITY OF BELLEVUE, a municipal Corporation.

By: _____
Mayor, Rusty Hike

Attest:

City Clerk

4Seams Academy LLC



4S Academy REPRESENTATIVE

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16g.
12/7/2021

COUNCIL MEETING DATE: 12/07/2021	SUBMITTED BY: Chief Clary	
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:

Amendment to Law Enforcement Interlocal Cooperation Act

SYNOPSIS/BACKGROUND:

Bellevue Police entered into an Interlocal Cooperation Agreement with Law Enforcement Agencies in Douglas and Sarpy Counties in July of 2020. The Village of Boys Town is requesting to be added to this agreement.

FISCAL IMPACT: 0 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Recommend approval of the First Amendment to the Interlocal Agreement to include the Village of Boys Town.

ATTACHMENTS:

1. First Amendment Interlocal 2. 3. 4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

This First Amendment is made and entered into by and between the law enforcement Agencies of City of Bellevue in Sarpy County, Nebraska (hereinafter "BVPD"); City of La Vista in Sarpy County, Nebraska (hereinafter "LVPD"); City of Omaha in Douglas County, Nebraska (hereinafter "OPD"); City of Papillion in Sarpy County, Nebraska (hereinafter "PPD"); City of Ralston in Douglas County, Nebraska (hereinafter "RPD"); City of Valley in Douglas County, Nebraska (hereinafter "VPD"); City of Waterloo in Douglas County, Nebraska (hereinafter "WPD"); City of Bennington in Douglas County, Nebraska (hereinafter "BPD"); Sarpy County, Nebraska (hereinafter "SCSO"), and Douglas County, Nebraska (hereinafter "DCSO"), herein collectively referred to as "Cooperating Agencies" or "Agencies" pursuant to the authority granted to the parties under Nebraska Revised Statute 13-801, *et seq.*

WHEREAS, pursuant to the Interlocal Cooperation Act, Nebraska Revised Statute 13-801 *et seq.*, the Cooperating Agencies entered into an Interlocal Cooperation Agreement to exercise extraterritorial law enforcement authority, including arrest and enforcement under the laws of this state and legal ordinances of each Cooperating Agency, within the jurisdiction of each of the other Cooperating Agencies (hereinafter "July 17, 2020 Interlocal Agreement") on or about July 17, 2020.

WHEREAS, the Cooperating Agencies desire to amend the July 17, 2020 Interlocal Agreement by this First Amendment to add the Village of Boys Town in Douglas County, Nebraska as Cooperating Agencies to the July 17, 2020 Interlocal Agreement, and by executing this First Amendment, the Village of Boys Town Police Department desire to become a party to the July 17, 2020 Interlocal Agreement.

It is mutually agreed between the parties that the following terms and conditions of the July 17, 2020 Interlocal Agreement are hereby amended to read as follows:

21. Terms of Agreement. This Agreement shall be effective on the first day of the calendar month next following the completion of implementing action by all thirteen Agencies as required by Paragraph 22(b) of this Agreement hereof and shall continue in full force and effect for a period of five (5) years thereafter unless terminated earlier by ordinance or resolution of the governing body of any Agency, the effective date of termination shall not be less than thirty (30) days following such terminating Agency's written notice to all other Agencies. The termination of this Agreement by one Agency does not terminate the Agreement between the remaining Agencies, which shall remain in full force and effect. A review of the Agreement may occur upon request of any of the Cooperating Agencies.

25. (O). Authorized Representatives and Notice. Except for any notice required under applicable law to be given in another manner, any notice or communication required or permitted hereunder shall be given in further consideration of the mutual covenants herein contained. The Agencies hereto expressly agree that for purposes of notice, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the head of each agency shall be the authorized representative of the Agencies.

Notice shall be in writing and shall be effective upon receipt. Delivery may be by hand, in which case a signed receipt shall be obtained, or by United States mail, registered or certified, return receipt requested, by facsimile with a signed return facsimile acknowledging receipt or via electronic mail with an acknowledging receipt.

The Village of Boys Town, by executing this First Amendment, shall become a party to, participate in, and be bound by, the July 17, 2020 Interlocal Agreement, as amended by this First Amendment.

The recitals above and July 17, 2020 Interlocal Agreement shall be incorporated into this First Amendment by reference.

Except as modified by this First Amendment, all other terms and conditions of the July 17, 2020 Interlocal Agreement shall remain in full force and effect and be binding on all Parties.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date last written below.

Rusty Hike, Mayor Date

ATTEST: CITY OF BELLEVUE

Susan Kluthe, City Clerk Date

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16h.
12/7/2021

COUNCIL MEETING DATE: 12/07/2021		SUBMITTED BY: Chief Clary		
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:

CIP Project Equipment Purchase

SYNOPSIS/BACKGROUND:

The Department needs to update Cruiser and Body Camera equipment, along with new Servers used to store the data, which is at end of life. Additionally, the Department is improving and adding new technology in the LPR platform in a mobile and stationary function.

FISCAL IMPACT: \$341,740.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY:	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: Motorola Solutions		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM: 5 Years	CONTRACT END DATE: 01/02/2026
PROJECT NAME: Technology and Communication		
START DATE:	END DATE:	PAYMENT DATE: INSURANCE REQUIRED: NO
CIP PROJECT NAME: Cruiser/Body Cameras and Equipment	CIP PROJECT NUMBER: PO 22 (4)	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE: CIP PO 22 (4)	ACCOUNT NUMBER: 7140	

RECOMMENDATION:

Recommend approval to sign the Contract with Motorola Solutions and approve the purchase of equipment, not to exceed \$341,740.00

ATTACHMENTS:

- Motorola/Watchguard Equipment Quote
- Server Quote
- Motorola/Watchguard Transfer Quote
- Motorola/Vigilant LPR Quote
- Motorola Vigilant Service Agreement

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

BELLEVUE POLICE DEPARTMENT
MEMORANDUM



TO: Chief Clary
FROM: Capt. Dargy
SUBJECT: CIP 7140 Phase 1
DATE: 11/24/21

The CIP first phase is ready for Council approval. I have itemized the list below so you have accurate numbers. The second phase of the project will be the implementing of the fixed locations that will have a cost associated for the running of fiber and additional storage boxes if required at the intersections. If you have any additional questions, please let me know.

Respectfully Submitted,

Capt. Dargy

Motorola Solutions Watchguard Cruiser Video and Body Cam Systems	\$ 60,915.00
Motorola Solutions Watchguard Server Migration with Video Move	\$ 41,880.00
MNJ Technologies 288 TB redundant Servers for Watchguard	\$ 18,900.00
Motorola Solutions Vigilant LPR	\$220,045.00
Phase 1 CIP Total	\$341,740.00

BELLEVUE POLICE DEPARTMENT

MEMORANDUM



TO: Chief Clary

FROM: Capt. Dargy

SUBJECT: Automatic License Plate Readers (ALPR)

DATE: Nov 24th, 2021

I have included information below which will highlight the proposed use of Automatic License Plate Readers by the Bellevue Police Department in both mobile and stationary implementation. The use of License Plate Readers and the data provided by them to Law Enforcement Agencies is already strictly covered in the Nebraska Automatic License Plate Reader Privacy Act of 2018.

Operation and Functions:

- Mobile and Stationary ALPRs only scan license plates on vehicles displayed which drive through the lanes which the ALPR is positioned to record.
- Mobile and Stationary ALPRs only scan the alphanumeric combination on vehicles' license plates, without differentiating between different states. The information displayed to the ALPR operator (or dispatcher) includes the scan/photograph which the ALPR captures, the alphanumeric combination the ALPR identified, and any alert associated with the alphanumeric combination. No personal information, additional vehicle information, contact information, or driver information is provided.
- ALPRs scan all license plates, but only provide an alert on license plates associated with "Hotlist" entries. Hotlist data is downloaded daily to the ALPR system that contains information on stolen vehicles, stolen license plates, invalid vehicle registrations, and other significant law enforcement interest such as AMBER alerts or missing persons alerts, terrorist watch lists, Be On the Look Out (BOLO) alerts, or other individuals or vehicles associated with warrants. The information is provided and entered by the National Crime Information Center (NCIC), The Nebraska Criminal Justice Information System (NCJIS), and the Department of Motor Vehicles (DMV) .
- The ALPR system is for official use only; any misuse is subject to corrective or disciplinary actions.
- ALPR scans which result in alerts require human verification and do not automatically result in law enforcement action being taken. All alerts are verified by the ALPR operator (or dispatcher) who checks the license plate to ensure the ALPR properly identified the alphanumeric combination, the ALPR properly alerted to the state the license plate is from, and to determine the validity of the hit associated with the Hotlist. An alert does not automatically result in the vehicle being stopped by a police officer.

BELLEVUE POLICE DEPARTMENT MEMORANDUM

CONTINUED:

DATE:

- Per State Law, all license plate scans are only retained by Vigilant Systems for a period of no longer than 180 days, unless necessary for an on-going criminal investigation and approved by a Division Commander.
- ALPRs are an extremely beneficial tool utilized by law enforcement agencies across the country. ALPR scans provide real-time data to promote public and officer safety. The ability to scan license plates associated with vehicles coming into or leaving the City of Bellevue gives the Police Department the opportunity to intercept wanted criminals prior to them engaging in illegal activity within the city. Notably, suspects (based on an associated vehicle) with warrants for violent crimes could be identified as they were driving into the city which would not ordinarily be possible without a stationary ALPR.
- The proposed usage for the ALPR system allows for alerts to be forwarded to Officers, who will verify the alert and information contained in the scan. If the alert warrants a police officer response, a BOLO message can be sent out to working patrol officers with the alert information and vehicle's direction of travel. Law enforcement action would only be taken if a police officer locates the vehicle and identifies probable cause or reasonable suspicion to stop the vehicle.
- The proposed usage for the ALPR system increases officer safety by providing police officers, with known information associated with a vehicle prior to a police officer engaging in a traffic stop. This vital information can change the tactic used by officers, and the resources needed, for a traffic stop.
- ALPRs check license plates against active AMBER alerts. These alerts are always time sensitive, and the proposed stationary ALPRs would give Police the ability to monitor two major thoroughfares into the city when an AMBER alert is active in our area. The ability for police officers to positively intervene in missing person cases is increased with the usage of stationary ALPRs.
- Because of the scanning process utilized by the ALPR, it is significantly more effective than police officers manually entering license plates or using their radio to check license plates through a police dispatcher. ALPRs dramatically increase police officer efficiency by providing them with a baseline of information that can be used to further reasonable suspicion.
- ALPRs check license plates in the same way, and using the same systems, which police officers already do on a daily basis. Police officers have the lawful authority to check vehicle license plates and do so in an attempt to discover criminal violations, persons with warrants, stolen vehicles / stolen license plates, and for other investigative purposes.
- ALPRs benefit detectives during criminal investigations. By constantly scanning license plates, an ALPR system can identify the vehicles that are driving into the City of Bellevue. If a crime was to subsequently occur, i.e. - a bank robbery, detectives would be able to access the scans and determine if a matching suspect vehicle was observed by the ALPR, thus generating a license plate and lead in solving the crime. To the same effect, ALPRs can provide detectives with exculpatory evidence, corroborating alibis which innocent people provide during investigations when they claim to have travelled to Bellevue at specific times, etc.

BELLEVUE POLICE DEPARTMENT MEMORANDUM

CONTINUED:

DATE:

If you have any other questions, please do not hesitate to ask.

With Respect,

A handwritten signature in black ink, appearing to read "Dargy", written in a cursive style.

Captain Dargy



MNJ Technologies Direct, Inc.
 1025 Busch Pkwy
 Buffalo Grove, IL 60089-4504
 (847) 634-0700

QUOTE

Dear **ROBERT CANNING**,

Thank you for contacting MNJ Technologies and allowing us the opportunity to provide a best-in-class solution based on your technology needs. Please feel free to reach out with any questions you may have.

QUOTE DATE	QUOTE NO	PO	ORDERED BY	PRINTED ON	ORDER BALANCE
11/19/2021	0001381806		ROBERT CANNING	Nov 19, 2021 3:19 pm	\$18,900.00

BILL TO: (6001296)	SHIP TO: (NEW)	ATTENTION TO:
CITY OF BELLEVUE 1500 WALL ST Bellevue, NE 68005	SARPY COUNTY 1210 GOLDEN GATE DR STE 1130 PAPILLION, NE 680462845	NAME: ROBERT CANNING PHONE: 4025934170 EMAIL: rcanning1@sarpy.com
CONFIRM TO: ATTN:		
ACCOUNT MANAGER: Jimmy Lochner EMAIL: jlochner@mnjtech.com PHONE: (847) 876-8841	EXT: 8341	
DESCRIPTION:		

LN	PRODUCT	DESCRIPTION	QUANTITY	PRICE (\$)	AMOUNT (\$)
1	MNJ14109646	QNAP ES1686dc-2123IT-64G SAN/NAS Storage System - 2 x Intel Xeon D-2123IT Quad-core (4 Core) 2.20 GHz - 16 x HDD Supported - 16 x SSD Supported - 64 GB RAM DDR4 SDRAM - 2 x 12Gb/s SAS Controller - RAID Supported 0, 1, 5, 6, 10, 50, 60, RAID-TP - 16 x Tota MFG PART NO: ES1686DC-2123IT-64G-US CONTRACT NAME: GS-35F-0532S	1	11,060.00	11,060.00
2	MNJ14794951	Seagate Exos X18 ST18000NM004J 18 TB Hard Drive - Internal - SAS (12Gb/s SAS) - Storage System, Video Surveillance System Device Supported - 7200rpm - 5 Year Warranty - 1 Pack MFG PART NO: ST18000NM004J CONTRACT NAME: GS-35F-0532S	16	490.00	7,840.00

LN	PRODUCT	DESCRIPTION	QUANTITY	PRICE (\$)	AMOUNT (\$)
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SHIP VIA: FEDEX GROUND

TERMS: Net 30 Days

NEW REMIT ADDRESS:

MNJ Technologies Direct,
 Inc.
 PO Box : 771861
 Chicago, IL 60677-1861
 FEIN: 01-0560518

NET ORDER: \$18,900.00

ESTIMATED SALES TAX: \$0.00

SHIPPING CHARGES: \$0.00

TOTAL: \$18,900.00

ORDER BALANCE: \$18,900.00

Thanks for the opportunity. We appreciate all your business.



Quote For:

Bellevue Police Department

Attn: Kurt Stroehrer

Reference:

Server Migration (EL5) w Video Move

Quote By:

WatchGuard Video / Motorola Solutions

Kenny James

Date: 11-16-21

Serving Law Enforcement with the Most Compelling, Quality Video Products

	WatchGuard Video 415 E. Exchange Allen, TX 75002 (P) 800-605-6734 (F) 212-383-9661		
	Issued To: Bellevue Police Department - Attention: Kurt Stroehrer	Date: 11-16-21	

Project Name: Server Migration (EL5) w Video Move	Quote ID: WKJ-0190-01
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Qty	Item #	Description
(1)	WGP02400-500	Evidence Library 5, Web Server Site License Key <ul style="list-style-type: none"> For each physical location where the software is installed on a server, a site license is required
Subtotal Price (Excluding sales tax)		\$0.00

Qty	Item #	Description
(52)	WGP02400-510	Evidence Library 5, In Car Video System Annual Device License & Support Fee <ul style="list-style-type: none"> Required for on-premise deployment
Subtotal Price (Excluding sales tax)		\$10,140.00

Qty	Item #	Description
(52)	WGP02400-520	Evidence Library 5, VISTA/V300 Annual Device License & Support Fee
Subtotal Price (Excluding sales tax)		\$10,140.00

Qty	Item #	Description
(36)	WGW00166	Data Migration and Transfer *** Requires: Migration Quote Checklist to be completed *** <ul style="list-style-type: none"> Data Migration between EL On Prem & Cloud versions (Either direction) Sold on a per Terabyte basis Requires: Migration Quote Checklist to be completed
Subtotal Price (Excluding sales tax)		\$21,600.00

Quote Notes:

- This Quote is valid for 90 days from the Quote Date. Pricing may change thereafter.
- Any sales transaction resulting from this Quote is based on and subject to the applicable Motorola's Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents.
- Motorola's Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.
- Payment Terms: Equipment-Net 30 days upon shipment; Installation-Net 30 days upon completion; Services and Subscription Agreements-Net 30 days from receipt of Order.
- The pricing in this Quote does not include any applicable taxes (e.g. sales/use tax).

6. UNLESS OTHERWISE NOTED IN THIS QUOTE / ORDER, INSTALLATION OF EQUIPMENT IS NOT INCLUDED
7. This quote and discounts are applicable to the terms and conditions of the NASPO/WatchGuard Video, Inc. contract found under Master Agreement #OK-MA-145-010 and Nebraska Participating addendum with associated contract #CT200012001.

Quoted by: **Kenny James - Regional Sales Manager - 800-605-6734 - kenny.james@motorolasolutions.com**

Total Price	\$41,880.00 (Excluding sales tax)
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Quote For:

**Bellevue Police Department
Attn: Kurt Stroehler**

Reference:

(5) M500s(2)4REs, (5) V300s, (8) Vista Wifi's

Quote By:

**WatchGuard Video / Motorola Solutions
Trey Robinson**

Date: 11-23-21

Serving Law Enforcement with the Most Compelling, Quality Video Products

WatchGuard Video
 415 E. Exchange
 Allen, TX 75002
 (P) 800-605-6734 (F) 212-383-9661



Prepared For:
 Bellevue Police Department - Attention: Kurt Stroehler
 (5) M500s(2)4REs, (5) V300s, (8) Vista Wifi's

QUOTATION - A3C-0518-03

DATE: 11-23-21

PROJECT QUOTATION

We at WatchGuard Video are pleased to quote the following systems for the above referenced project:

4RE

Deliverables / Materials / Services	Qty	Sell Price	Amount
4RE (VISTA WiFi Integration Ready), Standard DVR with HD Panoramic Front Camera, Cabin Camera, VISTA WiFi Radio Base and Smart PoE Switch. VISTA WiFi sold separately. IV-BND-VW-PX-10 4RE/VISTA WiFi Bundle Standard DVR Camera System HD Panoramic Front Camera Touch Screen Display Integrated 200GB automotive grade hard drive 32GB USB removable thumb drive Rear facing cabin camera Internal GPS 1 Yr Hardware Warranty Cabling and your choice of mounting bracket. VISTA WiFi Radio Base Smart PoE Switch 4RE Firmware Record-After-the-Fact® (RATF) technology Multiple Resolution Encoding H.264 High Profile Video Compression	2	\$4,280.00	\$8,560.00
Warranty, 4RE, In-Car, 1st Year (Months 1-12)	2	\$0.00	\$0.00
WGW00124			
Subtotal Price			\$8,560.00

M500

Deliverables / Materials / Services	Qty	Sell Price	Amount
M500 ICV System with V300 WiFi Dock and SmartPoE Switch Bundle IV-M5-FC-PC-V3W M500 ICV System FCam PCam DVR Trunk Mount, V300 WiFi Dock, SmartPoE Switch Bundle	5	\$6,015.00	\$30,075.00
Warranty, M500, In-Car, 1st Year (Months 1-12) Included WAR-M500-CAR-1Y	5	\$0.00	\$0.00
Subtotal Price			\$30,075.00

Brackets

Deliverables / Materials / Services	Qty	Sell Price	Amount
Bracket, 4RE Display/BWC Base/Camera Mount, Visor Post, Charger Kit WGP02225-200-KIT2	4	\$0.00	\$0.00
Bracket, 4RE Display/VISTA Cam/Camera, Visor Post, 07-14 Tahoe, 11-19 Explorer Kit WGP02225-100-KIT2	4	\$0.00	\$0.00
Subtotal Price			\$0.00

Body Cameras

Deliverables / Materials / Services	Qty	Sell Price	Amount
V300, WiFi/Bluetooth Wearable Camera, with Magnetic Chest Mount BW-V30-10-- V300, WiFi/Bluetooth Wearable Camera Magnetic Chest Mount	5	\$895.00	\$4,475.00
Warranty, V300 1st Year (Months 1-12) Included WGW00300-001	5	\$0.00	\$0.00

Pre Configured V300 Transfer Station II with Power Supply and Cables.	1	\$1,345.00	\$1,345.00
BW-ACK-V3-TSC			
V300 Transfer Station II			
TS02, D350, 8-Slot Rack Mount Charge/Upload Dock, 10GB			
includes kit with Power Supply and Cables.			

VISTA HD, WiFi Extended Wearable Camera, with Magnetic Center Mount	5	\$895.00	\$4,475.00
BW-VWF-11--			
VISTA HD, WiFi Extended Wearable Camera, Enhanced ESD Protection			
Magnetic Center Mount			

VISTA HD, WiFi Extended Wearable Camera, with Shirt Clip	3	\$895.00	\$2,685.00
BW-VWF-20--			
VISTA HD, WiFi Extended Wearable Camera, Enhanced ESD Protection			
Shirt Clip			

Warranty, VISTA 1st Year (Months 1-12) Included	8	\$0.00	\$0.00
WGW00149-001			

Subtotal Price	\$12,980.00
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Accessories

Deliverables / Materials / Services	Qty	Sell Price	Amount
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VISTA HD, WiFi Charging Radio Base Kit, incl. Power and Cables	8	\$225.00	\$1,800.00
WGA00586-KIT			

4RE, VISTA HD, WiFi, Smart PoE Switch	8	\$225.00	\$1,800.00
WGA00574			

MikroTik Configured Wireless Kit, 802.11n, Drill Mount	10	\$180.00	\$1,800.00
IV-ACK-WF-CP-DM			
MikroTik Configured Wireless Kit, 4RE In-Car 802.11n			
Radio, Antenna, PoE, 2-10' Ethernet Cables			
Drill Mount			

Subtotal Price	\$5,400.00
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HI-FI Mics

Deliverables / Materials / Services	Qty	Sell Price	Amount
Hi-Fi Microphone Kit (Bundled with 4RE or M500 kit) Non-Mutable v.2, Universal and All-in-One Mounting Brackets IV-ACK-AU-HF-NB Hi-Fi Microphone Kit (Bundled with 4RE or M500) Non-Mutable v.2 Transmitter, Cradle, Belt clip, Pivot clip, 3' + 12' antenna Cable Assembly, DVR to Hi-Fi MIC, 180" Universal and All-in-One Mounting Brackets	7	\$0.00	\$0.00
Subtotal Price			\$0.00

Software/Warranty

Deliverables / Materials / Services	Qty	Sell Price	Amount
Evidence Library 5, VISTA/V300 Annual Device License & Support Fee WGP02400-520	13	\$195.00	\$2,535.00
Evidence Library 5, In Car Video System Annual Device License & Support Fee WGP02400-510 Required for on-premise deployment	7	\$195.00	\$1,365.00
Evidence Library 5, Web Server Site License Key WGP02400-500 For each physical location where the software is installed on a server, a site license is required	1	\$0.00	\$0.00
Subtotal Price			\$3,900.00

Deliverables / Materials / Services	Qty	Sell Price	Amount
S&H FREIGHT	1	\$0.00	\$0.00
Total Price			\$60,915.00

Notes:

1. This Quote is valid for 90 days from the Quote Date. Pricing may change thereafter.
2. Any sales transaction resulting from this Quote is based on and subject to the applicable Motorola's Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents.
3. Motorola's Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

4. Payment Terms: Equipment-Net 30 days upon shipment; Installation-Net 30 days upon completion; Services and Subscription Agreements-Net 30 days from receipt of Order.
5. The pricing in this Quote does not include any applicable taxes (e.g. sales/use tax).
6. UNLESS OTHERWISE NOTED IN THIS QUOTE / ORDER, INSTALLATION OF EQUIPMENT IS NOT INCLUDED
7. This quote and discounts are applicable to the terms and conditions of the NASPO/WatchGuard Video, Inc. contract found under Master Agreement #OK-MA-145-010 and Nebraska Participating addendum with associated contract #CT200012001.

Quoted by: Trey Robinson - 800-605-6734 - treydewayne.robinson@motorolasolutions.com



Enterprise Service Agreement (ESA)

This Vigilant Solutions Enterprise Service Agreement (the "Agreement") is made and entered into as of this _____ Day of _____, 20__ by and between **Vigilant Solutions, LLC**, a Delaware corporation, having its principal place of business at 1152 Stealth Street, Livermore, CA 94551 ("Vigilant") and _____, a law enforcement agency (LEA) or other governmental agency, having its principal place of business at _____ ("Affiliate").

WHEREAS, Vigilant designs, develops, licenses and services advanced video analysis software technologies for the law enforcement and security markets;

WHEREAS, Vigilant provides access to license plate data as a value-added component of the Vigilant law enforcement package of license plate recognition equipment and software;

WHEREAS, Affiliate will separately purchase License Plate Recognition (LPR) hardware components from Vigilant and/or its authorized reseller for use with the Software Products (as defined below);

WHEREAS, Affiliate desires to license from and receive service for the Software Products provided by Vigilant;

THEREFORE, In consideration of the mutual covenants contained herein this Agreement, Affiliate and Vigilant hereby agree as follows:

I. Definitions:

"Booking Images" refers to both LEA Booking Images and Commercial Booking Images.

"CJIS Security Policy" means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer.

"CLK" or **"Camera License Key"** means an electronic key that will permit each license of Vigilant's CarDetector brand LPR software or FaceAlert brand facial recognition software (one CLK per camera) to be used with other Vigilant approved and licensed LPR hardware components (i.e., cameras and other hardware components provided by Vigilant or provided by a Vigilant certified reselling partner that has authority from Vigilant to deliver such Vigilant-authorized components) and Software Products. CLKs shall be not issuable and if issued in error shall be removed and immediately rendered null and void for cameras and other hardware components that are not Vigilant-authorized cameras and other hardware components or are delivered to Affiliate by another vendor that is not a Vigilant certified reselling partner.

"Commercial Booking Images" refers to images collected by commercial sources and available on LEARN with a paid subscription.

"Commercial LPR Data" refers to LPR data collected by private sources and available on LEARN with a paid subscription.



“Criminal Justice Information Services Division” or “CJIS” means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant CJ to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment, and licensing agencies.

“Effective Date” means sixty (60) days subsequent to the date set forth in the first paragraph of this Agreement.

“Enterprise License” means a non-exclusive, non-transferable license to install and operate the Software Products, on applicable media provided by Vigilant or Vigilant’s certified reselling partners. This Enterprise Service Agreement allows Affiliate to install the Software Products on such devices, in accordance with the selected Service Package(s), and allow benefits of all rights granted hereunder this Agreement.

“LEA Booking Images” refers to images collected by LEAs and available on the Software Service for use by other LEAs. LEA Booking Images are freely available to LEAs at no cost and are governed by the contributing LEA’s policies.

“LEA LPR Data” refers to LPR data collected by LEAs and available on LEARN for use by other LEAs. LEA LPR Data is freely available to LEAs at no cost and is governed by the contributing LEA’s retention policy.

“Service Fee” means the amount due from Affiliate prior to the renewal of this Agreement as consideration for the continued use of the Software Products and Service Package benefits according to Section VIII of this Agreement.

“Service Package” means the Affiliate designated service option(s) which defines the extent of use of the Software Products, in conjunction with any service and/or benefits therein granted as rights hereunder this Agreement.

“Service Period” has the meaning set forth in Section III (A) of this Agreement.

“Software Products” means Vigilant’s Law Enforcement & Security suite of Software Products including CarDetector, Law Enforcement Archival & Reporting Network (LEARN), PlateSearch, Mobile Companion for Smartphones, Target Alert Service (TAS) server/client alerting package, FaceSearch, FaceAlert, and other software applications considered by Vigilant to be applicable for the benefit of law enforcement and security practices. Software Products shall only be permitted to function on approved Vigilant cameras and other hardware components provided by Vigilant or through Vigilant certified reselling partners. Software Products shall not be permitted to operate on third-party provided or not Vigilant-authorized hardware components, and if found to be operating on third-party provided hardware components Software Products shall be promptly removed by Affiliate.

“Technical Support Agents” means Affiliate’s staff person specified in the Contact Information Worksheet of this Agreement responsible for administering the Software Products and acting as Affiliate’s Software Products support contact.

“User License” means a non-exclusive, non-transferable license to install and operate the Software Products, on applicable media, limited to a single licensee.

“Users” refers to individuals who are agents and/or sworn officers of the Affiliate and who are authorized by the Affiliate to access LEARN on behalf of Affiliate through login credentials provided by Affiliate.



II. Enterprise License Grant; Duplication and Distribution Rights:

Subject to the terms and conditions of this Agreement, Vigilant hereby grants Affiliate an Enterprise License to the Software Products for the Term provided in Section III below. Except as expressly permitted by this Agreement, Affiliate or any third party acting on behalf of Affiliate shall not copy, modify, distribute, loan, lease, resell, sublicense or otherwise transfer any right in the Software Products. Except as expressly permitted by this Agreement, no other rights are granted by implication, estoppels or otherwise. Affiliate shall not eliminate, bypass, or in any way alter the copyright screen (also known as the “splash” screen) that may appear when Software Products are first started on any computer. Any use or redistribution of Software Products in a manner not explicitly stated in this Agreement, or not agreed to in writing by Vigilant, is strictly prohibited.

III. Term; Termination.

A. Term. The initial term of this Agreement is for one (1) year beginning on the Effective Date (the “Initial Term”), unless earlier terminated as provided herein. Sixty (60) days prior to the expiration of the Initial Term and each subsequent Service Period, Vigilant will provide Affiliate with an invoice for the Service Fee due for the subsequent twelve (12) month period (each such period, a “Service Period”). This Agreement and the Enterprise License granted under this Agreement will be extended for a Service Period upon Affiliate’s payment of that Service Period’s Service Fee, which is due 30 days prior to the expiration of the Initial Term or the existing Service Period, as the case may be. Pursuant to Section XIII below, Affiliate may also pay in advance for more than one Service Period.

B. Affiliate Termination. Affiliate may terminate this Agreement at any time by notifying Vigilant of the termination in writing thirty (30) days prior to the termination date and deleting all copies of the Software Products. If Affiliate terminates this Agreement prior to the end of the Initial Term, Vigilant will not refund or prorate any license fees, nor will it reduce or waive any license fees still owed to Vigilant by Affiliate. Upon termination of the Enterprise License, Affiliate shall immediately cease any further use of Software Products. Affiliate may also terminate this agreement by not paying an invoice for a subsequent year’s Service Fee within sixty (60) days of invoice issue date.

C. Vigilant Termination. Vigilant has the right to terminate this Agreement by providing thirty (30) days written notice to Affiliate. If Vigilant’s termination notice is based on an alleged breach by Affiliate, then Affiliate shall have thirty (30) days from the date of its receipt of Vigilant’s notice of termination, which shall set forth in detail Affiliate’s purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Vigilant Affiliate has not reasonably cured the described breach of this Agreement, Affiliate shall immediately discontinue all use of Software Products and certify to Vigilant that it has returned or destroyed all copies of Software Products in its possession or control. If Vigilant terminates this Agreement prior to the end of a Service Period for breach, no refund for any unused Service Fees will be provided. If Vigilant terminates this Agreement prior to the end of a Service Period for no reason, and not based on Affiliate’s failure to cure the breach of a material term or condition of this Agreement, Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365.

IV. Warranty and Disclaimer; Infringement Protection; Use of Software Products Interface.



A. **Warranty and Disclaimer.** Vigilant warrants that the Software Products will be free from all Significant Defects (as defined below) during the term of this Agreement (the "Warranty Period"). "Significant Defect" means a defect in a Software Product that impedes the primary function of the Software Product. This warranty does not include products not manufactured by Vigilant. Vigilant will repair or replace any Software Product with a Significant Defect during the Warranty Period; *provided, however*, if Vigilant cannot substantially correct a Significant Defect in a commercially reasonable manner, Affiliate may terminate this Agreement and Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365. The foregoing remedies are Affiliate's exclusive remedy for defects in the Software Product. Vigilant shall not be responsible for labor charges for removal or reinstallation of defective software, charges for transportation, shipping or handling loss, unless such charges are due to Vigilant's gross negligence or intentional misconduct. Vigilant disclaims all warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Vigilant be liable for any damages whatsoever arising out of the use of, or inability to use, the Software Products.

B. **Infringement Protection.** If an infringement claim is made against Affiliate by a third-party in a court of competent jurisdiction regarding Affiliate's use of any of the Software Products, Vigilant shall indemnify Affiliate, and assume all legal responsibility and costs to contest any such claim. If Affiliate's use of any portion of the Software Products or documentation provided to Affiliate by Vigilant in connection with the Software Products is enjoined by a court of competent jurisdiction, Vigilant shall do one of the following at its option and expense within sixty (60) days of such enjoinder: (1) Procure for Affiliate the right to use such infringing portion; (2) replace such infringing portion with a non-infringing portion providing equivalent functionality; or (3) modify the infringing portion so as to eliminate the infringement while providing equivalent functionality.

C. **Use of Software Products Interface.** Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is agreed by Affiliate that Affiliate's users will be instructed to only utilize the interface to the Software Products at times when it is safe to do so. Vigilant is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

V. Software Support, Warranty and Maintenance.

Affiliate will receive technical support by submitting a support ticket to Vigilant's company support website or by sending an email to Vigilant's support team. Updates, patches and bug fixes of the Software Products will be made available to Affiliate at no additional charge, although charges may be assessed if the Software Product is requested to be delivered on physical media. Vigilant will provide Software Products support to Affiliate's Technical Support Agents through e-mail, fax and telephone.

VI. Camera License Keys (CLKs).

Affiliate is entitled to use of the Software Products during the term of this Agreement to set up and install the Software Products on an unlimited number of media centers within Affiliate's agency in accordance with selected Service Options. As Affiliate installs additional units of the Software Products and connects them to LPR cameras, Affiliate is required to obtain a Camera License Key (CLK) for each camera installed and considered in active service. A



CLK can be obtained by Affiliate by going to Vigilant's company support website and completing the online request form to Vigilant technical support staff. Within two (2) business days of Affiliate's application for a CLK, Affiliate's Technical Support Agent will receive the requested CLK that is set to expire on the last day of the Initial Term or the then-current Service Period, as the case may be.

VII. Ownership of Software.

A. Ownership of Software Products. The Software Products are copyrighted by Vigilant and remain the property of Vigilant. The license granted under this Agreement is not a sale of the Software Products or any copy. Affiliate owns the physical media on which the Software Products are installed, but Vigilant retains title and ownership of the Software Products and all other materials included as part of the Software Products.

B. Rights in Software Products. Vigilant represents and warrants that: (1) it has title to the Software and the authority to grant license to use the Software Products; (2) it has the corporate power and authority and the legal right to grant the licenses contemplated by this Agreement; and (3) it has not and will not enter into agreements and will not take or fail to take action that causes its legal right or ability to grant such licenses to be restricted.

VIII. Data Sharing, Access and Security.

If Affiliate is a generator as well as a consumer of LPR Data and or LEA Booking Images, Affiliate at its option may share its LEA LPR Data and or LEA Booking Images with similarly situated LEAs who contract with Vigilant to access LEARN (for example, LEAs who share LEA LPR Data with other LEAs). Vigilant will not share any LEA LPR Data or LEA Booking Images generated by the Affiliate without the permission of the Affiliate.

Vigilant has implemented procedures to allow for adherence to the FBI CJIS Security Policy. The hosting facility utilizes access control technologies that meet or exceed CJIS requirements. In addition, Vigilant has installed and configured network intrusion prevention appliances, as well as ensured that the configuration of the Microsoft environment adhere to the Windows Server Security Guide.

IX. Ownership and use of Data.

Vigilant retains all title and rights to Commercial LPR Data and all Commercial Booking Images. Users shall not utilize Commercial LPR Data or Commercial Booking Images on the behalf of other local, state or Federal LEAs. Affiliate retains all rights to LEA LPR Data and LEA Booking Images generated by the Affiliate. Should Affiliate terminate agreement with Vigilant, a copy of all LEA LPR Data and LEA Booking Images generated by the Affiliate will be created and provided to the Affiliate. After the copy is created, all LEA LPR Data and LEA Booking Images generated by the Affiliate will be deleted from LEARN at the written request of an authorized representative of the Affiliate or per the Affiliate's designated retention policy, whichever occurs first. Commercial LPR Data, Commercial Booking Images, LEA LPR Data and LEA Booking Images should be used by the Affiliate for law enforcement purposes only.

X. Loss of Data, Irregularities and Recovery.



Vigilant places imperative priority on supporting and maintaining data center integrity. Using redundant disk arrays, there is a virtual guarantee that any hard disk failure will not result in the corruption or loss of the valuable LPR data that is essential to the LEARN system and clients.

XI. Data Retention and Redundancy.

LEA LPR Data and LEA Booking Images are governed by the contributing LEA's retention policy. LEA LPR Data that reaches its expiration date will be deleted from LEARN. Vigilant's use of redundant power sources, fiber connectivity and disk arrays ensure no less than 99% uptime of the LEARN LPR database server system.

XII. Account Access.

A. Eligibility. Affiliate shall only authorize individuals who satisfy the eligibility requirements of "Users" to access LEARN. Vigilant in its sole discretion may deny access to LEARN to any individual based on such person's failure to satisfy such eligibility requirements. User logins are restricted to agents and sworn officers of the Affiliate. No User logins may be provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Vigilant.

B. Security. Affiliate shall be responsible for assigning an Agency Manager who in turn will be responsible for assigning to each of Affiliate's Users a username and password (one per user account). A limited number of User accounts is provided. Affiliate will cause the Users to maintain username and password credentials confidential and will prevent use of such username and password credentials by any unauthorized person(s). Affiliate shall notify Vigilant immediately if Affiliate believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Affiliate must notify Vigilant immediately if Affiliate becomes aware of any other breach or attempted breach of the security of any of its Users' accounts.

C. CJIS Requirements. Affiliate certifies that its LEARN users shall comply with the CJIS requirements outlined in Exhibit B.

XIII. Service Package, Fees and Payment Provisions.

A. Service Package. This Enterprise License Agreement is based on one (1) of the three (3) following Service Package Options. Please select one (1) Service Package below:

Service Package - Basic LPR Service Package:

- Vigilant Managed/Hosted LPR server LEARN Account
- Access to all Vigilant Software including all upgrades and updates
- Unlimited user licensing for the following applications:
 - LEARN, CarDetector and TAS

Service Package - Option # 1 – Standard LPR Service Package:

- All Basic Service Package benefits



- Unlimited use of CarDetector – Mobile Hit Hunter (CDMS-MHH)
- Unlimited use of Vigilant’s LPR Mobile Companion smartphone application

□ **Service Package - Option # 2 – ‘Intelligence-Led Policing (ILP)’ Service Package:**

- All Service Package Option # 1 benefits
- Mobile LPR hardware up to level of Tier (see Exhibit A)
- Use of Vigilant Facial Recognition technologies up to level of Tier
 - FaceSearch Account
 - FaceSearch Mobile Companion
 - Templates up to limit for FaceSearch Account (details in Exhibit A)
- Tiered based on size of department (Tier 1A up to 50 sworn officers Tier 1 up to 100 sworn officers, Tier 2 up to 200 sworn officers, Tier 3 up to 500 sworn officers, Tier 4 up to 1,000 sworn officers, Tier 5 up to 1,500 sworn officers, Tier 6 up to 2,000 sworn officers)
- States, Federal Agencies, and Departments with greater than 2,000 sworn fall under a, “Custom” Tier which will be defined in the Annual Service Fee Schedule if applicable.

B. **Service Fee.** Payment of each Service Fee entitles Affiliate to all rights granted under this Agreement, including without limitation, use of the Software Products for the relevant Service Period, replacement of CLKs, and access to the updates and releases of the Software Products and associated equipment driver software to allow the Software Products to remain current and enable the best possible performance. The annual Service Fee due for a particular Service Period is based on the number of current Vigilant issued CLK’s at the time of Service Fee invoicing, and which will be used by Affiliate in the upcoming Service Period. A schedule of annual Service Fees is shown below:

Annual Service Fee Schedule (multiplied by number of CLK’s Issued)				
Total # of CLK’s under this ESA	0-14 CLK’s	15-30 CLK’s	31-60 CLK’s	Over 60
Basic Service	\$525.00	\$450.00	\$400.00	\$275.00
Standard (Option # 1)	\$750.00	\$640.00	\$565.00	\$390.00
ILP Subscriber CLK Renewal Fees	\$525.00	\$450.00	\$400.00	\$275.00

Intelligence-Led Policing Service Package Annual Fee Schedule		
Tier	Mobile	Fixed
ILP Tier 1B (Option #2)	\$ 11,750.00	\$ 22,250.00
ILP Tier 1A (Option #2)	\$ 15,250.00	\$ 25,750.00
ILP Tier 1 (Option #2)	\$ 18,750.00	\$ 29,250.00
ILP Tier 2 (Option #2)	\$ 34,250.00	\$ 55,250.00
ILP Tier 3 (Option #2)	\$ 55,250.00	\$ 86,750.00
ILP Tier 4 (Option #2)	\$ 84,750.00	\$126,750.00
ILP Tier 5 (Options #2)	\$117,495.00	\$169,995.00
ILP Tier 6 (Option #2)	\$144,995.00	\$207,995.00



ILP Tier 7 (Option #2)	\$185,000.00	\$251,000.00
ILP Tier 8 (Option #2)	\$292,500.00	\$369,000.00

Payment of the Service Fee is due thirty (30) days prior to the renewal of the then-current Service Period. All Service Fees are exclusive of any sales, use, value-added or other federal, state or local taxes (excluding taxes based on Vigilant's net income) and Affiliate agrees to pay any such tax. Service Fees may increase by no higher than 4% per year for years after the first year of this agreement. For ILP (Option # 2) Tier packages, the Tier amount is due for subsequent periods and Basic Service CLK fees are due for all cameras from previous periods (this is in addition to the Annual Subscription Fee).

Affiliate and Vigilant agree that the number of CLKs issued as of the Effective Date of this Agreement is _____ [Insert Quantity]. All future additions of CLKs shall only be those as provided for in the definitions provided above.

C. **Advanced Service Fee Payments.** Vigilant will accept advanced Service Fee payments on a case by case basis for Affiliates who wish to lock in the Service Fee rates for subsequent periods at the rates currently in effect, as listed in the table above. If Affiliate makes advanced Service Fee payments to Vigilant, advanced payments to Vigilant will be applied in full to each subsequent Service Period's Service Fees until the balance of the credits is reduced to a zero balance. System based advanced credits shall be applied to subsequent Service Fees in the amount that entitles Affiliate continued operation of the designated camera unit systems for the following Service Period until the credits are reduced to a zero balance.

D. **Price Adjustment.** Vigilant has the right to increase or decrease the annual Service Fee from one Service Period to another; *provided, however*, that in no event will a Service Fee be increased by more than 4% of the prior Service Period's Service Fees. If Vigilant intends to adjust the Service Fee for a subsequent Service Period, it must give Affiliate notice of the proposed increase on or before the date that Vigilant invoices Affiliate for the upcoming Service Period.

XIV. Miscellaneous.

A. **Limitation of Liability.** IN NO EVENT SHALL VIGILANT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF THE SOFTWARE PRODUCTS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF VIGILANT HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL VIGILANT'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY AFFILIATE TO VIGILANT FOR THE SOFTWARE PRODUCTS LICENSED UNDER THIS AGREEMENT.

B. **Confidentiality.** Affiliate acknowledges that Software Products contain valuable and proprietary information of Vigilant and Affiliate will not disassemble, decompile or reverse engineer any Software Products to gain access to confidential information of Vigilant.

C. **Assignment.** Neither Vigilant nor Affiliate is permitted to assign this Agreement without the prior written consent of the other party. Any attempted assignment without written consent is void.



D. Amendment; Choice of Law. No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. This Agreement shall be governed by the laws of the state of Texas without regard to its conflicts of law.

E. Complete Agreement. This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter.

F. Relationship. The relationship created hereby is that of contractor and customer and of licensor and Affiliate. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

G. No Rights in Third Parties. This agreement is entered into for the sole benefit of Vigilant and Affiliate and their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

H. Construction. The headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

I. Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

J. Federal Government. Any use, copy or disclosure of Software Products by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227 (ALT III), as applicable.

K. Right to Audit. Affiliate, upon thirty (30) days advanced written request to Vigilant, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to this Agreement and any other Sub Agreements.



L. Notices; Authorized Representatives; Technical Support Agents. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering 30 days advance notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

Vigilant Solutions, LLC Attn: Sales Administration 1152 Stealth Street Livermore, CA 94551	Affiliate: _____ Attn: _____ Address: _____ _____
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M. Authorized Representatives; Technical Support Agents. Affiliate’s Authorized Representatives and its Technical Support Agents are set forth below in the Contact Information Worksheet. Affiliate’s Authorized Representative is responsible for administering this Agreement and Affiliate’s Technical Support Agents are responsible for administering the Software Products and acting as Affiliate’s Software Products support contact. Either party may from time to time change its Authorized Representative, and Affiliate may from time to time change its Technical Support Agents, in each case, by delivering 30 days advance notice to the other party in accordance with the notice provisions of this Agreement.

N. Facial Recognition Image Integration. Affiliate may elect, at its sole discretion, to have Vigilant enable the ability for the Affiliate’s existing facial recognition images to be imported into its FaceSearch gallery. This process requires some reformatting of the data for compatibility. The data remains property of the Affiliate, is maintained according to the retention policy set by the Affiliate and is shared to other agencies under the rules defined by the Affiliate. This service is at an additional cost. Vigilant uses a third-party service from The Center for Law Enforcement Technology, Training, & Research, Inc. (LETTR) to deliver this service. If the Affiliate elects to use this service, it acknowledges that The Center for Law Enforcement Technology, Training, & Research, Inc. a non-profit, 501(c)(3) corporation, working under contract with Vigilant and acting on behalf of the Affiliate, will perform the described services for law enforcement information sharing purposes.



IN WITNESS WHEREOF, the parties have executed the Agreement as of the Effective Date.

Manufacturer: Vigilant Solutions, LLC

Authorized Agent: _____

Title: _____

Date: _____

Signature: _____

Affiliate Organization: _____

Authorized Agent: _____

Title: _____

Date: _____

Signature: _____

Enterprise Service Agreement



Contact Information Worksheet

Please complete the following contact information for your Vigilant Solutions Enterprise License program.

Enterprise License Agreement Holder			
Company / Agency Name:			
Company / Agency Type:			
Address:			
Primary Contact			
Name:			
Title:		Phone:	
Email:			
Supervisor Information			
Name:			
Title:		Phone:	
Email:			
Financial Contact (Accounts Payable)			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 1			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 2			
Name:			
Title:		Phone:	
Email:			

For questions or concerns, please contact Vigilant Solutions' sales team:

sales@vigilantsolutions.com

1-925-398-2079



Exhibit A: Option # 2 ILP Tier Package Components

<p>ILP Bundle for Agencies of Up to 25 Sworn</p> <p>Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - One (1) 3-Camera Mobile LPR System or Three (3) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 5,000 images 	<p>ILP Bundle for Agencies of Up to 50 Sworn</p> <p>Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - One (1) 3-Camera Mobile LPR System or Three (3) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 5,000 images
<p>ILP Bundle for Agencies of 51 to 100 Sworn</p> <p>Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - One (1) 3-Camera Mobile LPR System or Three (3) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 5,000 images 	<p>ILP Bundle for Agencies of 101 to 200 Sworn</p> <p>Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Two (2) 3-Camera Mobile LPR System or Six (6) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 20,000 images
<p>ILP Bundle for Agencies of 201 to 500 Sworn</p> <p>Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Three (3) 3-Camera Mobile LPR System or Nine (9) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 50,000 images 	<p>ILP Bundle for Agencies of 501 to 1,000 Sworn</p> <p>Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Four (4) 3-Camera Mobile LPR Systems or Twelve (12) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 75,000 images
<p>ILP Bundle for Agencies of 1,000 to 1,500 Sworn</p> <p>Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Five (5) 3-Camera Mobile LPR Systems or Fifteen (15) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 100,000 images 	<p>ILP Bundle for Agencies of 1,501 to 2,000 Sworn</p> <p>Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Six (6) 3-Camera Mobile LPR Systems or Eighteen (18) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 200,000 images



ILP Bundle for Agencies up to 2,500 Sworn

Includes:

- Agency license for LEARN SaaS
- Unlimited access to Commercial LPR data
- Seven (7) 3-Camera Mobile LPR Systems or Twenty one (24) Fixed Camera Systems
- First year of Basic and Standard Service Packages
- LEARN-Mobile Companion
- Mobile Hit Hunter
- Agency license for FaceSearch
- Image gallery up to 250,000 images

ILP Bundle for Agencies up to 5,000 Sworn

Includes:

- Agency license for LEARN SaaS
- Unlimited access to Commercial LPR data
- Eight (8) 3-Camera Mobile LPR Systems or Twenty four (24) Fixed Camera Systems
- First year of Basic and Standard Service Packages
- LEARN-Mobile Companion
- Mobile Hit Hunter
- Agency license for FaceSearch
- Image gallery up to 500,000 images

Exhibit B: CJIS Requirements



Vigilant and the Affiliate agree on the importance of data security, integrity and system availability and that these security objectives will only be achieved through shared responsibility. Vigilant and the Affiliate agree they will more likely be successful with information security by use of the Vigilant supplied technical controls and client Affiliate use of those controls; in conjunction with agency and personnel policies to protect the systems, data and privacy.

Vigilant and the Affiliate agree that Affiliate owned and FBI-CJIS supplied data in Vigilant systems does not meet the definition of FBI-CJIS provided Criminal Justice Information (CJI). Regardless, Vigilant agrees to treat the Affiliate-supplied information in Vigilant systems as CJI. Vigilant will strive to meet those technical and administrative controls; ensuring the tools are in place for the proper protection of systems, information and privacy of individuals to the greatest degree possible.

Vigilant and the Affiliate agree that information obtained or incorporated into Vigilant systems may be associated with records that are sensitive in nature having, tactical, investigative and Personally Identifiable Information. As such, that information will be treated in accordance with applicable laws, policies and regulations governing protection and privacy of this type of data.

Vigilant and the Affiliate agree that products and services offered by Vigilant are merely an investigative tool to aid the client in the course of their duties and that Vigilant make no claims that direct actions be initiated based solely upon the information responses or analytical results. Further, Vigilant and the Affiliate agree that the Affiliate is ultimately responsible for taking the appropriate actions from results, hits, etc. generated by Vigilant products and require ongoing training, human evaluation, verifying the accuracy and currency of the information, and appropriate analysis prior to taking any action.

As such, the parties agree to do the following:

Vigilant:

1. Vigilant has established the use of FBI-CJIS Security Policy as guidance for implementing technical security controls in an effort to meet or exceed those Policy requirements.
2. Vigilant agrees to appoint a CJIS Information Security Officer to act as a conduit to the client Contracting Government Agency, Agency Coordinator, to receive any security policy information and disseminate to the appropriate staff.
3. Vigilant agrees to adhere to FBI-CJIS Security Policy Awareness Training and Personnel Screening standards as required by the Affiliate.
4. Vigilant agrees, by default, to classify all client supplied data and information related to client owned infrastructure, information systems or communications systems as "Criminal Justice Data". All client information will be treated at the highest level of confidentiality by all Vigilant staff and authorized partners. Vigilant has supporting guidance/policies for staff handling the full life cycle of information in physical or electronic form and has accompanying disciplinary procedures for unauthorized access, misuse or mishandling of that information.
5. Vigilant will not engage in data mining, commercial sale, unauthorized access and/or use of any of Affiliate owned data.
6. Vigilant and partners agree to use their formal cyber Incident Response Plan if such event occurs.



7. Vigilant agrees to immediately inform Affiliate of any cyber incident or data breach, to include DDoS, Malware, Virus, etc. that may impact or harm client data, systems or operations so proper analysis can be performed and client Incident Response Procedures can be initiated.
8. Vigilant will only allow authorized support staff to access the Affiliate's account or Affiliate data in support of Affiliate as permitted by the terms of contracts.
9. Vigilant agrees to use training, policy and procedures to ensure support staff use proper handling, processing, storing, and communication protocols for Affiliate data.
10. Vigilant agrees to protect client systems and data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance or the support roles assigned.
11. Vigilant agrees to inform the Affiliate of any unauthorized, inappropriate use of data or systems.
12. Vigilant will design software applications to facilitate FBI-CJIS compliant information handling, processing, storing, and communication of Affiliate.
13. Vigilant will advise Affiliate when any software application or equipment technical controls are not consistent with meeting FBI-CJIS Policy criteria for analysis and due consideration.
14. Vigilant agrees to use the existing Change Management process to sufficiently plan for system or software changes and updates with Rollback Plans.
15. Vigilant agrees to provide technical security controls that only permit authorized user access to Affiliate owned data and Vigilant systems as intended by the Affiliate and data owners.
16. Vigilant agrees to meet or exceed the FBI-CJIS Security Policy complex password construction and change rules.
17. Vigilant will only provide access to Vigilant systems and Affiliate owned information through Affiliate managed role-based access and applied sharing rules configured by the Affiliate.
18. Vigilant agrees to provide technical controls with additional levels of user Advanced Authentication in Physically Non-Secure Locations.
19. Vigilant agrees to provide compliant FIPS 140-2 Certified 128-bit encryption to Affiliate owned data during transport and storage ("data at rest") while in the custody and control of Vigilant.
20. Vigilant agrees to provide firewalls and virus protection to protect networks, storage devices and data.
21. Vigilant agrees to execute archival, purges and/or deletion of data as configured by the data owner.
22. Vigilant agrees to provide auditing and alerting tools within the software applications so Affiliate can monitor access and activity of Vigilant support staff and Affiliate users for unauthorized access, disclosure, alteration or misuse of Affiliate owned data. (Vigilant support staff will only have access when granted by the Affiliate.)
23. Vigilant will only perform direct support remote access to Affiliate systems/infrastructure when requested, authorized and physically granted access to the applications/systems by the Affiliate. This activity will be documented by both parties.
24. Vigilant creates and retains activity transaction logs to enable auditing by the Affiliate data owners and Vigilant staff.
25. Vigilant agrees to provide physical protection for the equipment-storing Affiliate data along with additional technical controls to protect physical and logical access to systems and data.
26. Vigilant agrees to participate in any Information or Technical Security Compliance Audit performed by the Affiliate, state CJIS System Agency or FBI-CJIS Division.
27. Vigilant agrees to perform independent employment background screening for its' staff and participate in additional fingerprint background screening as required by Affiliate.
28. Vigilant agrees that the Affiliate owns all Affiliate contributed data to include "hot-lists", scans, user information etc., is only shared as designated by the client and remains the responsibility and property of the Affiliate.



Affiliate:

1. Affiliate agrees to appoint an Agency Coordinator as a central Point of Contact for all FBI-CJIS Security Policy related matters and to assign staff that are familiar with the contents of the FBI-CJIS Security Policy.
2. Affiliate agrees to have the Agency Coordinator provide timely updates with specific information regarding any new FBI-CJIS, state or local information security policy requirements that may impact Vigilant compliance or system/application development and, to facilitate obtaining certifications, training, and fingerprint-based background checks as required.
3. Affiliate agrees to inform Vigilant when any FBI-CJIS Security Awareness Training, personnel background screening or execution of FBI-CJIS Security Addendum Certifications are required.
4. Affiliate agrees to immediately inform Vigilant of any relevant data breach or cyber incident, to include DDoS, Malware, Virus, etc. that may impact or harm Vigilant systems, operations, business partners and/or other Affiliates, so proper analysis can be performed, and Incident Response Procedures can be initiated.
5. Affiliate agrees that they are responsible for the legality and compliance of information recorded, submitted or placed in Vigilant systems and use of that data.
6. Affiliate agrees that they are responsible for proper equipment operation and placement of equipment.
7. Affiliate agrees that they are responsible for vetting authorized user access to Vigilant systems with due consideration of providing potential access to non-Affiliate information.
8. Affiliate agrees that responsibility and control of persons granted access to purchased Vigilant systems, along with data stored and transmitted via Vigilant systems, is that of the Affiliate.
9. Affiliate agrees that they have responsibility for all data security, handling and data protection strategies from point of acquisition, during transport and until submission ("Hotlist upload") into Vigilant systems.
10. Affiliate agrees to reinforce client staff policies and procedures for secure storage and protection of Vigilant system passwords.
11. Affiliate agrees to reinforce client staff policies for creating user accounts with only government domain email addresses. Exceptions will be granted in writing.
12. Affiliate agrees to reinforce client staff policies for not sharing user accounts.
13. Affiliate agrees to use Vigilant role-based access as designed to foster system security and integrity.
14. Affiliate agrees that they control, and are responsible for, appropriate use and data storage policies as well as procedures for the data maintained outside the Vigilant systems. This includes when any information is disseminated, extracted or exported out of Vigilant systems.
15. Affiliate agrees that they control and are responsible for developing policies, procedures and enforcement for applying deletion/purging and dissemination rules to information within and outside the Vigilant systems.
16. Affiliate agrees that it is their responsibility to ensure data and system protection strategies are accomplished through the tools provided by Vigilant for account and user management features along with audit and alert threshold features.
17. Affiliate agrees to use the "virtual escorting" security tools provided for managing client system remote access and monitor Vigilant support staff when authorized to assist the client.
18. Affiliate agrees that the Vigilant designed technical controls and tools will only be effective in conjunction with Affiliate created policies and procedures that guide user access and appropriate use of the system.
19. Affiliate agrees that information and services provided through Vigilant products do not provide any actionable information, Affiliate users are responsible for the validity and accuracy of their data and developing procedures to verify information with the record owner and other systems (NCIC) based upon the potential lead generated.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16i.
12/7/2021

COUNCIL MEETING DATE: 12/07/2021		SUBMITTED BY: Fire Chief Perry Guido		Tri-County Mutual Aid Agreement renewal		
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:

Tri-County Mutual Aid Agreement

SYNOPSIS/BACKGROUND:

The Tri-County Mutual Aid Agreement has expired and needs to be renewed for an additional 10 years.

FISCAL IMPACT: 0 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Tri-Mutual Aid agreement

CONTRACT EFFECTIVE DATE: 12/07/2021 CONTRACT TERM: nine years CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

recommend approval of the Tri-Mutual Aid agreement

ATTACHMENTS:

1. Tri-Mutual Aid Agreement	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. B. Robbins
[Signature]



TRI-MUTUAL AID FIRE FIGHTERS ASSOCIATION INTERLOCAL AGREEMENT

Under the authority of the Nebraska Interlocal Cooperation Act, Article 8 of Chapter 13 of the Nebraska Revised Statutes, this Mutual Aid Agreement is hereby entered into by the communities and the rural/suburban/special fire districts within Douglas County Nebraska, Sarpy County Nebraska, Cass County Nebraska, Washington County Nebraska, Dodge County Nebraska, Saunders County Nebraska, and Pottawattamie County Iowa, as described in Section 1 below.

WHEREAS, the Interlocal Cooperation Act authorizes local government agencies to enter into agreements for purposes of providing services to each other; and,

WHEREAS, the entities described in Section 1 below desire to create an association so that they may work together and mutually cooperate in fighting fires and responding to other emergencies which assume or threaten to assume proportions beyond the capacity of the fire and EMS defenses of any individual town, rural or suburban fire district, or of any community; and,

WHEREAS, the signatories to this Agreement have agreed to create the Tri-Mutual Aid Fire Fighters Association for purposes of providing this assistance to each other; and,

WHEREAS, this Agreement contemplates that these entities will provide mutual aid and protect the safety and lives of the property within the various communities from fire loss, medical emergencies, natural and man-made disasters.

WHEREAS, Nebraska Law also provides that the parties may contemplate reimbursement for services and assistance rendered to other governmental agencies should such mutual aid extend beyond the agreed upon time; and,

WHEREAS, the Agreement also details the process by which the entities may recover from each other, and may seek reimbursement when contemplated under the Nebraska Emergency Management Act (NEMA) and the Federal Emergency Management Act (FEMA); and,

WHEREAS, the signatories to this Agreement have agreed as described herein.

NOW, THEREFORE, BASED ON THE PREMISES DESCRIBED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Tri-Mutual Aid Fire Fighters Association. The signatories to this Agreement comprise the Tri-Mutual Aid Fire Fighters Association ('Association'), which is made up of the communities and rural/suburban/special fire protection districts of Douglas, Sarpy,



TRI-MUTUAL AID FIRE FIGHTERS ASSOCIATION INTERLOCAL AGREEMENT

Cass, Washington, Dodge and Saunders Counties of Nebraska and Pottawattamie County of Iowa, namely:

Springfield	Louisville	Waterloo
Carter Lake	Ponca Hills	Blair
Elkhorn Fire District	Omaha Airport Authority	Council Bluffs
Papillion	Murray	Ralston
Valley	Yutan	Boys Town
Wahoo	Offutt	Plattsmouth
Bellevue	Omaha	Irvington
Bennington	Fort Calhoun	Fremont
Gretna	Arlington	Fremont Rural
Kennard	Millard Fire District	Ashland

The Tri-Mutual Aid Fire Fighters Association herein shall be governed by a board of directors of three people elected by the member fire departments of the association as provided by the Constitution and By-laws of the Association. The main office of the Association shall be the Secretary-Treasurer of the Association. That office may change at the desire of the Association. A copy of the Constitution and By-laws of the Tri-Mutual Aid Fire Fighters Association shall be maintained in the office of the entity and shall be available for review by any member.

- 2. Purpose.** The purpose of the Tri-Mutual Aid Fire Fighters Association is to better ensure the safety of the lives and property of citizens within communities from fire loss, medical emergencies, and natural disasters. Each entity that is a member of the association initiates their mutual cooperation in fighting fires and other emergencies, which assume or threaten to assume, proportions beyond the capacity of the fire and EMS defenses of any individual town, rural or suburban fire protection district, or of any community or mutual aid association adjoining the Tri-Mutual Aid Fire Fighter Association from which a request for assistance has been made. The entities initiate the assistance to each other in the use of fire apparatus, medic units, specialized units or apparatus, firefighter/EMTs, fire officials, fire, medical or HAZMAT/CBRN (Hazardous Material/Chemical, Biological, Radiological, Nuclear) equipment and any other items the fire defense required to control the fire, medical or HAZMAT/CBRN related emergency or disaster.
- 3. Term Duration and Termination.** This Agreement shall become effective upon its execution and shall remain in effect for a period of nine (9) years absent further action from any party. Upon expiration, this Agreement may be extended or renewed for an additional term by mutual written Agreement of the party.



TRI-MUTUAL AID FIRE FIGHTERS ASSOCIATION INTERLOCAL AGREEMENT

This Agreement may be terminated upon mutual written consent of the parties, or any individual party may withdraw from the Association by providing ninety (90) days written notice to the others of its intention to withdraw from the Agreement. At the end of the ninety (90) day period, such entity shall have no further obligation under this Agreement.

4. Obligation of the Parties.

- a. Provision of Aid and Assistance. When an entity within the Association needs aid or assistance, they shall request assistance that they need from that member or members from whom they need aid or assistance. Pursuant to the terms and conditions set forth in this Agreement, it shall not be construed to impose an obligation on any entity due to this Agreement to provide mutual aid when it has been requested. When requested, an individual entity may deem itself unavailable to respond and shall also inform their requester of its services.
- b. Procedure for Requesting Assistance. The request for assistance shall be made by the authorized representative of a recipient agency to the authorized representative of the providing agency. This request must indicate that it is made pursuant to this Agreement.

5. Equipment Available. Parties to this Agreement agree to make all available equipment that they have as part of their stock available to mutual aid requests. Such equipment shall include all fire apparatus, medic units, specialized units or apparatus, firefighters, EMTs, fire officials, fire medical or HAZMAT/CBRN equipment and any other items that might be required to assist in a fire, medical or HAZMAT/CBRN related emergency or disaster.

- a. Supervision and Control. It is understood that any Fire Department that is part of the Association shall retain control of its own forces and that the Fire Chief and/or his/her designated representative of the local Fire Department requesting mutual aid shall be the coordinator, or incident commander, in charge of the entire task force for the duration of an emergency requiring the use of mutual aid. It is understood by the parties that incident command must be established and documented using the required Incident Command System (ICS) form agreed to by the parties (ICS Form 201). It is understood that all agencies that are a party to this Agreement shall operate under the National Incident Management System (NIMS) utilizing the Incident Command System (ICS) to ensure personnel accountability, resource management and ability to request additional resources from within or



TRI-MUTUAL AID FIRE FIGHTERS ASSOCIATION INTERLOCAL AGREEMENT

outside the jurisdictional area of responsibility. Additionally, where and when needed, the entities shall operate under a unified command structure which shall be documented on an ICS Form 201.

- b. Documentation of Service/Services at Scene. It shall be the responsibility of the requesting department to document the scene specific details and summary of the incident to justify the request and services under this Agreement. Each individual party shall also document all services, personnel, and equipment utilized during an event under this Agreement. This documentation shall be retained for three (3) years following the date of the incident, or if a claim is made under the Nebraska Emergency Management Act (NEMA) or the Federal Emergency Management Act (FEMA) from the project close out date, whichever is later.

6. Reimbursement.

- a. Each member of the Tri-Mutual Aid Fire Fighters Association shall be responsible for its own expenses during the first twenty-four (24) hours of the operational period, except for HAZMAT/CBRN costs, which may always be recoverable. It is understood that the receiving agency shall reimburse the providing agency for the following costs and expenses incurred by the providing agency because of extending aid and assistance after the operating period of twenty-four (24) hours. It is further understood that the reimbursement to the providing agency by the receiving agency shall not be conditioned or contingent upon the receiving agency being compensated or reimbursed through a claim made under NEMA or FEMA.

(1.) Personnel. – During the period of assistance, the providing agency shall continue to compensate its employees according to the then prevailing Ordinances, rules, regulations, and agreements, if applicable. During the first twenty-four (24) hours of the operational period, those expenses shall be considered to have been donated to the receiving agency.

(2.) Material, Equipment, Supplies, and Labor. – The providing agency shall be reimbursed for all materials, equipment, supplies, and labor furnished by, used or damaged after the first twenty-four (24) hours of the operational period. Such reimbursement shall not be conditioned or contingent upon the receiving agency obtaining reimbursement through a claim made under NEMA or FEMA. Any material, equipment and supplies provided during the initial twenty-four (24) hour operational period shall be considered donated resources. The receiving agency shall not be responsible for reimbursing the providing agency for the cost of any damage caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the providing agency's personnel. The



TRI-MUTUAL AID FIRE FIGHTERS ASSOCIATION INTERLOCAL AGREEMENT

providing agency shall be responsible for tracking their own materials, equipment, supplies and any other expenses that may be available for reimbursement. Any equipment damaged while providing mutual aid should be retained and the damage documented by the providing department. When payment is due and further reimbursement is requested, the providing agency shall submit invoices to the receiving agency for all costs and expenses and the receiving agency shall pay the amount due upon reimbursement. In the absence of a reimbursement fee and/or cost schedule for labor and equipment owned by the providing agency being provided to the requesting agency prior to responding to a mutual aid request, the most current and published FEMA Schedule of Equipment Rates (Schedule) and the stipulations in 44 CFR 206.228 shall be used as a basis for reimbursement of same or similar costs and expenses. Prior to their use in mutual aid, if it is determined that there is no same or similar cost or expense rate for equipment owned by the providing agency listed in the Schedule, or if costs, rates, fees or services to be rendered are not stipulated in 44 CFR 206.228, then reimbursement shall be contingent upon the providing agency submitting the anticipated costs, expense or fee to the requesting agency prior to their engagement or use in mutual aid with payment subject to the actual final invoice for such costs, expense or fee. If an agency submits for FEMA reimbursement, the applicable requirements, and stipulations of 2 CFR 200 and 44 CFR 206.228 apply.

(3.) Notwithstanding the above, actual, and reasonable HAZMAT/CBRN costs will be paid to the providing department giving assistance by the receiving department and billed at rates no greater than the providing department's charges for its own jurisdiction. This shall include hazardous material expenses from the moment the operation commences. The receiving department requesting such HAZMAT/CBRN assistance may then recover such costs paid from the responsible party causing or allowing such hazardous materials spill or release.

- b. Record Keeping. The receiving entity shall provide information, directions and assistance for record keeping to the providing agency's personnel. The providing agency shall maintain records and invoices concerning reimbursement. In the event of a declaration of disaster when reimbursement expenses for mutual aid are attempted to be recovered from NEMA or FEMA, it shall be the responsibility of the department requesting assistance to certify and submit all eligible expenses and any accompanying documentation to NEMA/FEMA. The agency providing the assistance shall cooperate in providing that information, such as the billing and payment. The providing agency shall send an invoice for reimbursable costs and expenses, if applicable, together with appropriate documentation as required by the



TRI-MUTUAL AID FIRE FIGHTERS ASSOCIATION INTERLOCAL AGREEMENT

receiving agency, as soon as practical after such costs and expenses have been incurred. In instances where recovery is sought from NEMA or FEMA labor apparatus and equipment rates should be included for the reimbursement rates established by those entities. If those rates are determined not to be appropriate, the agency requesting the payments beyond the reimbursement schedule is responsible for providing the explanation as to why their rates may be unique and higher than the NEMA/FEMA Schedule of Equipment Rates in place at the time.

- c. Inspection of Records. All agencies subject to this Agreement shall make their records regarding cost and expenses for assistance provided under this Agreement available for audit upon request at any recipient of service under the Agreement.
7. Liability and Indemnity. Each department subject to the Tri-Mutual Aid Fire Fighters Association Agreement shall be responsible for any liability for acts and omissions of its employees, officers and volunteers while performing services under this Agreement. Each party to this Agreement agrees to indemnify the others from all expenses incurred because of the negligence or intentional acts of their personnel. Each party to this Agreement shall maintain, at their own option, insurance, or self-insurance to provide public liability protection for such indemnity obligation.
8. General Provisions.
 - a. Independent Contractors. It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. All acts that either Party or their personnel, employees, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. None of the Parties nor its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of the other. The Parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of



TRI-MUTUAL AID FIRE FIGHTERS ASSOCIATION INTERLOCAL AGREEMENT

any such person or personnel arising out of employment or alleged employment, including without limitation claims of discrimination against a Party, its officers, employees, agents, contractors or servants shall in no way be the responsibility of another Party. No Party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein.

- b. Nondiscrimination. All parties agree that in accordance with the Nebraska Fair Employment Practice Act, Neb.Rev.Stat. §48-1122, they will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant. None of the Parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances.
- c. Captions. Captions used in this Agreement are for convenience and are not used in the construction of this Agreement.
- d. Applicable Law and Venue. Parties to this Agreement shall conform to all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.

Venue for any non-federal legal proceeding under this Agreement shall be in the State of Nebraska, District Court of Douglas County and for any federal legal proceeding in the United States District Court for the State of Nebraska located in Omaha Nebraska.
- e. Amendments/Modification. This Agreement may be modified only by written amendment, duly executed by authorized officials of the Parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Every amendment shall specify the date on which its provisions shall be effective.
- f. Drug Free Policy. All parties have established and maintain a drug free workplace policy.
- g. Conflict of Interest. In the performance of this Agreement, Requesting Agency



**TRI-MUTUAL AID FIRE FIGHTERS ASSOCIATION
INTERLOCAL AGREEMENT**

will avoid all conflicts of interests or appearances of conflict of interest. Requesting Agency will report any conflict of interest immediately to the other party from whom aid is requested. Requesting Agency assures the other parties that no employee or volunteer will have a financial or personal interest in this Agreement.

Dated this _ day of _ , Year 2021

Fire Department/Agency Name (Print)

Chief Officer of Department/Agency (Print)

Chief Officer of Department/Agency
(Signature)

Community Governing Body Representative
(Print)

Community Governing Body Representative
(Signature)

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 12/07/2021		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:

City Maintenance Agreement Renewal No. 5

SYNOPSIS/BACKGROUND:

Maintenance Agreement originally dated January 1, 2016 between the Nebraska Department of Transportation and the City of Bellevue to be renewed to cover the period from January 1, 2022 thru December 31, 2022. All original figures, terms, and exhibits to remain in effect while incorporating Attachments "B" and "C." Per Attachment "C", it is determined the State's responsibility for surface maintenance on 8.64 lane miles within City limits. The State agrees to pay the City \$2,530.00 per lane mile for performing the surface maintenance to equal a sum of \$21,859.20.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the City Maintenance Agreement Renewal and Certificate of Compliance between the City of Bellevue and Nebraska Department of Transportation.

ATTACHMENTS:

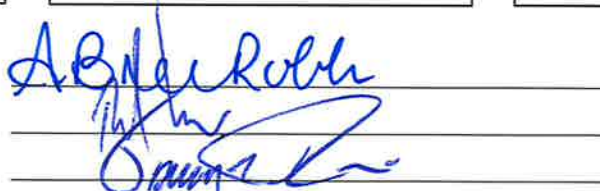
- | | | |
|--------------------------------|------------------------------|---|
| 1. Maintenance Agreement No. 5 | 2. Certificate of Compliance | 3. Municipal Extensions (Attachments A, B, and C) |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____



NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

November 8, 2021

Bellevue
Susan Kluthe
City Clerk
1500 Wall Street

Bellevue NE 68005

Dear Susan,

Enclosed are two original City Maintenance Agreement Renewals which cover the period from January 1, 2022 thru December 31, 2022. Please arrange for the execution of these documents by the proper city officials and return to this office by **December 15, 2021**. One original will be returned to the City once it is processed by the Department of Roads.

Our records do not indicate any annexations involving the state highway system. If there are any that have not been identified, please inform us so that changes can be made to the city maintenance agreement.

Also enclosed is a Certificate of Compliance for the Maintenance Agreement which reflects all the roadway surface maintenance has been completed as per the terms of the Agreement for the period January 1, 2020 thru December 31, 2020, please have it signed by the appropriate city officials and returned to this office by **January 10, 2022**.

Sincerely,


Natalie Clark
Administrative Assistant

Enclosures





Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

AGREEMENT RENEWAL

**Maintenance Agreement No. 5
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of Bellevue
Municipal Extensions in Bellevue**

We hereby agree that Maintenance Agreement No. 5 described above be renewed for the period January 1, 2022 to December 31, 2022.

All figures, terms and exhibits to remain in effect as per the original agreement dated January 1, 2016 with Attachments B and C attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this _____ day of _____,

ATTEST: City of Bellevue

City Clerk/Witness

Mayor/Designee

Executed by the State this _____ day of _____,

ATTEST: State of Nebraska

District Engineer, Department of Transportation



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

AGREEMENT RENEWAL

Maintenance Agreement No. 5
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of Bellevue
Municipal Extensions in Bellevue

We hereby agree that Maintenance Agreement No. 5 described above be renewed for the period January 1, 2022 to December 31, 2022.

All figures, terms and exhibits to remain in effect as per the original agreement dated January 1, 2016 with Attachments B and C attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this _____ day of _____,

ATTEST: City of Bellevue

City Clerk/Witness

Mayor/Designee

Executed by the State this _____ day of _____,

ATTEST: State of Nebraska

District Engineer, Department of Transportation

CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. 5 QE 1120 Supp 3
Maintenance Agreement between the Nebraska Department of Roads and the
Municipality of Bellevue
Municipal Extensions in Bellevue

We hereby certify that all roadway snow removal and/or surface maintenance has been accomplished as per terms of the Maintenance Agreement specified above.

As per Section 8d of the Agreement, we are submitting this certificate to District Engineer Timothy W. Weander, Department of Roads, Bellevue, Nebraska.

ATTEST: _____ day of _____, 20.

City Clerk

Mayor/Designee

I hereby certify that all roadway snow removal and/or surface maintenance was performed as per the above listed agreement and payment for the same should be made.

District Engineer, Department of Roads

For Office Use Only

Agreement No.: _____
Pay/Bill Code: _____
Contractor No.: _____
Amount: \$ _____

MAINTENANCE OPERATION AND RESPONSIBILITY
Municipal extensions and connecting links
(Streets Designated Part of the State Highway System excluding Freeways)

Maintenance Responsibility
 Neb. Rev. Stat. § 39-2105

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	<u>Metropolitan Cities</u> (Omaha)	<u>Primary Cities</u> (Lincoln)	<u>1st Class Cities</u>	<u>2nd Class Cities & Villages</u>
Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Department	Department	Department
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City
Surface maintenance on parking lanes.	City	City	City	Department
Maintenance of roadway appurtenances (including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)	City	City	City	City or Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City or Village
Bridges from abutment to abutment, except appurtenances.	Department	Department	Department	Department

Maintenance Responsibility
 Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	<u>Metropolitan Cities</u> (Omaha)	<u>Primary Cities</u> (Lincoln)	<u>1st Class Cities</u> > 40,000	<u>1st Class Cities</u> < 40,000	<u>2nd Class Cities</u>
Pavement markings limited to lane lines, centerline, No passing lines, and edge lines on all connecting links except state maintained freeways	City	City	City	Department	Department
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City
Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.					
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Department	Department
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Department	Department



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: Bellevue

Date: 1/1/22

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 8.64 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,530.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:
 8.64 lane miles x \$2,530.00 per lane mile = \$21,859.20.

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ _____ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:
 lane miles x \$ _____ per lane mile = \$ _____

Other (*Explain*)

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

City of Bellevue

RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS

Neb. rev. Stat. 39-1339
and Neb. Rev. Stat. 39-2105

DESCRIPTION	HWY NO.	REF FROM	POST TO	LENGTH IN MILES	TOTAL DRIVING LANES	TOTAL LANE MILES	RESPONSIBILITY STATE	CITY
West City Limits 48th Street to 25th Street	370	13.40	15.46	2.06	4	8.24	8.24	
Hwy75 Bridge to Hwy 75 North off Ramp	370	16.06	16.16	0.10	4	0.40	0.40	
Total Lane Miles						8.64	8.64	

CITY OF BELLEVUE
ADMINISTRATION REPORT

December 3rd, 2021

Administration

Property tour for commercial development.

Meeting with City Real Estate representative on commercial projects and Library.

United Cities monthly meeting regarding legislative issues.

IAFF Negotiation preparation and leadership meeting.

ARPA funding meeting.

Meeting with Police Chief regarding operational issues.

MAPA meeting to review ward alignments.

Meeting with Twin Creek developer on 36th Street project.

Meeting with Public Works and Engineering firm to discuss 36th Street bridge projects.

Attended Offutt AFB ceremony for designation of the 55th Cyberspace Squadron.

Meeting with EPA and State officials regarding the old dry cleaner. Site.

Met with Heartland Marketing for rebranding initiative.

Waste Water agency meeting.

Big Red Kettle kick-off.

Rocket car wash discussion with Planning.

IAFF negotiations with all parties.

Met with NRD.

Meeting with Councilperson Welch – economic development.

Meeting with BCF and Carnival for site selection.

FF Apt review.

Insurance Committee meeting.

Met with Garrett Sims for new development.

Meeting with Cornhusker Pointe developer.

Meeting with Mayor and Bellevue West Senior for class project.

Meeting with developer for race track.

Community Development

Planning

- Continue to work on the Parks Master Plan with Lamp Rynearson
- Working on American Heroes Park planning with HDR
- Met with a commercial developer
- Conducted a Citizen Complete Streets Advisory Panel Meeting

Permits and Inspections

Performed 875 Inspections

Issued 12 new permits for single family dwellings

Code Enforcement

Notices Issued -219

Red Tags -24

Clean ups - 17

Calls - 1,497

Towed Vehicles -7

Tree Removals - 1

Communications

Updating website and social media on road closures and special recognition

Worked with Light Up Bellevue on coordinating this year's music show in Washington Park

Worked the Veteran's Parade

Working to coordinate the Christmas Drive Thru for Dec. 4th

Working on the employee appreciation committee for the annual Holiday Luncheon

Finance

(See Attached)

Public Works

Engineering

- a. Reviewing Priority Project for the City of Bellevue
- b. Working with Vrana and Olsson to resolve prepare south 36th Street Improvement Project for winter travel
- c. Working on Development Plan Reviews
- d. Working with Lamp Rynearson on Bellevue Parks Study
- e. Working with HDR on American Heroes Master Plan Development

Facilities

- a. Completing Winterizing Recreational Facilities
- b. Completing On Boarding & training janitorial staff
- c. Working to Complete Police Office Buildout
- d. Remodeling Public Works Department Office Space

Fleet Services

- a. Addressing Staffing Due to Covid Impact
- b. Preparing Equipment for Winter Usage
- c. Working to Address Employee Shortages

Parks

- a. Preparing Aspen Park for 2 Baseball Field Improvements
- b. Grinding Stumps from July Storm
- c. Reviewing HDR Park Plans for AHP
- d. Participating in Lamp Rynearson System Wide Parks Study

Streets

- a. City Wide Street Repair
- b. Working on Storm Water Drainage Issues in the City
- c. Assisting with Evaluation of Where Fiber should be in the city

Wastewater

- a. Finalizing details with Sarpy County Wastewater on south of the ridgeline costs and acres
- b. Training new Employee for the Department

CITY OF BELLEVUE
ADMINISTRATION REPORT

- c. Assisting in Cost Estimate for Wastewater Services in AHP, Haworth Park and the Bellevue University and City of Bellevue Softball Fields
- d. Finalizing growth areas with Sarpy County Wastewater Agency

Library

- The Bellevue Public Library will serve as a collection site for a Holiday Light Recycling Drive by Scouts BSA Troop 231 B and 231 G. Persons with unwanted or broken holiday string lights can drop them off in a collection box at the library from Nov. 15, 2021, through Jan. 15, 2022.
- The Bellevue Library Foundation raised just over \$1,150 from a book sale held Nov. 6-21. Persons were able to purchase a paper grocery bag full of sale items for \$5.00 or purchase individual items for half price.
- The Bellevue Public Library Advisory Board met for its regular monthly meeting on Nov. 17. Among other items, the Board approved reviews of the Intellectual Freedom policy and the Emergency Policy. The Board also learned of the passing of former Assistant Director and Reference Librarian Bev Lusey, who worked for the library for over 30 years, retiring in 2013.
- Library staffers Laura Whitehead, Dawn Wilson, and Connie Barnard were demonstrators at the 2021 Nebraska Makerspace Conference at the University of Nebraska-Lincoln campus Nov. 2 and 3 and sat in on other conference sessions. Staff are busy trying to create items that will be sold through the Foundation to help raise funds for maker machines at the Bellevue Library. The Nebraska Library Commission will soon be winding down the Library Innovation Studios project and will be working with all past host libraries regarding a distribution of the Studios machines.
- The Library now has over 40 jigsaw puzzles for checkout to patrons. The puzzles, which have come in as donations to the library, include a variety for different age levels. The library had received requests from various families to add these to the collection as family-centered activities that could be enjoyed at home.
- November activities at the library have included a Read Grateful online reading challenge through Beanstack. Persons contributing an item to the library drive for the Bellevue Food Pantry received special badges and rewards. Also, Young Adults are encouraged to participate in a Magical Creatures Contest in December, while all ages can participate in the second Candy House Contest during December. Currently, the library is holding its annual Mini Thanksgiving Parade Float contest for all ages. Entries are on display at the library with voting ending Nov. 30.
- Children through grade 6 have been encouraged to participate in a Name That Turkey Scavenger Hunt in the Children's area of the library. They can complete their entry sheet by finding all of the named turkeys on display in the area. Winners will be announced Dec. 1.

Police

- 11/01 – Mtg w/ Sarpy Co. Jail Director Mahr
- 11/02 – Mtg w/ Naviere Walkewicz – recruiting and retention
 - City Council Meeting
- 11/03 – STacMed Board Meeting
 - Capt's and Lt's Mtg
- 11/04 – SDLEA Director Mtg
 - Sarpy Co. Drug Board Meeting
 - Citizen's Academy pot-luck
- 11/09 – Region 6 Mtg
 - Evidence-Based Policing Hall of Fame – Selection Committee
- 11/10 – Mtg w/ Sheriff Davis
 - Mtg w/ Chief Whitted
 - Mtg w/ Chief Lausten
 - Mtg w/ Chief Schmaderer
 - National Institute of Justice virtual mtg
- 11/12 – Chili Cook-off
- 11/13 – Mtg w/ Lt. Col. Mahr
- 11/16 – City Council Mtg
- 11/18 – Mtg w/ Capt Sutter NSP
- 11/19 – SDLEA Graduation
 - 30x30 Webinar

Fire

(See Attached)

1. Month-end/Year-end financials

November 2021 YTD numbers reflecting favorable results. Full year is expected to be on budget at this time.

City-Wide Financials - Year-To-Date November 2021 (Preliminary)

	YTD November (Preliminary)				
	November YTD Est.	November YTD Variance	November YTD Prior Year Actual	Full Year Budget	Forecasted Full Year Variance
Revenues					
Property Taxes	417,271	(68,219)	493,251	30,431,712	-
Sales Taxes	2,710,090	127,240	2,422,926	15,497,100	-
Occupation/Business Taxes	389,825	(35,205)	381,516	2,150,283	-
Other Revenues	6,154,495	473,519	5,837,972	55,553,844	-
Total Revenues	9,671,681	497,335	9,135,665	103,632,939	-
Expenditures					
Personnel	5,364,185	1,228,087	5,834,685	35,734,073	-
Department Expenditures	2,546,230	1,943,400	2,879,387	24,822,087	-
Capital Expenditures	492,819	(123,344)	545,463	31,881,907	-
Other Expenditures	1,624,480	32,082	1,683,346	15,194,872	-
Total Expenditures	10,027,714	3,080,225	10,942,881	107,632,939	-
Net Revenues	(356,033)	3,577,560	(1,807,216)	(4,000,000)	-
Cash Balance	40,983,210		20,136,292	38,257,042	

2. Debt

Better than planned (lower outstanding debt). Manageable.

City of Bellevue
2021-22 Annual Budget
Bonded Indebtedness

	Total Debt	Total Debt to Valuation	Highway Allocation Bonds	Wastewater Bonds	Net GO Debt	G.O. Debt to Valuation
Beginning Bonded Indebtedness at 10-01-20	\$ 78,905,000	1.80%	\$ 7,095,000	\$ 2,175,000	\$ 69,635,000	1.59%
Principal Payments During Year	(12,630,000)		\$ (435,000)	\$ (250,000)	\$ (11,945,000)	
New Debt Issued	12,370,000		\$ 5,850,000	\$ -	\$ 6,520,000	
Ending Bonded Indebtedness at 09-30-21	78,645,000	1.72%	\$ 12,510,000	\$ 1,925,000	\$ 64,210,000	1.40%
Principal Payments During Year	(6,880,000)		\$ (435,000)	\$ (255,000)	\$ (6,190,000)	
New Debt To Be Issued	10,260,000		\$ 6,260,000	\$ -	\$ 4,000,000	
Ending Bonded Indebtedness at 09-30-22	\$ 82,025,000	1.79%	\$ 18,335,000	\$ 1,670,000	\$ 62,020,000	1.35%
Valuation: \$4,579,120,000						
Budgeted Cash Balances (unrestricted) at 09-30-22	25,685,036		\$ 12,751,276	\$ 5,840,100	\$ 7,093,659	
Cash / Debt Principal at 09-30-22			70%	350%	11%	
Cash Balances / FYE2022 Debt Service			21.8	20.1	2.0	
Debt Service Coverage Ratio				1.8		

3. Budget Summary

The first two months of FYE2022 are better than budget due to lower operating costs (personnel & department expenditures). We expect those expenditures to increase as departments reach full staffing.

FYE2022 will catch up on capital projects and determine the best use of federal funding. Financial results for the year are expected to be on budget, however, inflation pressures and supply issues could have a negative effect on the budget.

4. Finance Activities (other than regular A/R, A/P and accounting)

Continue to work on finding the best uses of federal funding and researching other state and federal grants.

The Fiscal Year End 2021 audit is underway. The audit report will be issued on or before March 31, 2022.



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Bellevue Fire Department Council Report

Report Date 11/30/2021

A. General Items:

- QA/QI
- Supporting Holiday Heros shopping December 6th.
- Supporting light up Bellevue December 4th.
- Working on preparing 2 new full time hires to take ALS Protocol exam.
- Quarterly meeting with Sarpy County 911 is on 12-13
- Mass Casualty Exercise design team meeting 12-12
-

B. Training:

- ½ of the new fulltime firefighters started academy 11/22/2021
- Pit Crew CPR hands on training.
- Gunshot webinar training

C. Inspections:

- Final inspection remodel Thanksgiving Lutheran Church 11513 S. 37th St.
- Review plans and issue permit or an above ground fuel storage tank Ready Mix 1820 HWY 370.
- Remodel plan review Northrop Grumman 3200 samson Way.
- Amended plan review for 4001 Harrison St.
- Amended plan review Deer Creek Apartments.
- Plan review Milts Mini Storage 2715 Chandler Rd. W.
- Plan review remodel 1103 Galvin Rd. S. Suite H.
- Fire alarm plan review HotWorx 2012 Cornhusker Rd. # 400.
- Fire alarm plan review High Hopes Daycare 1001 Fort Crook Rd. # 215-216.
- Fire alarm acceptance test Thanksgiving Lutheran Church 11513 S. 37 St.
- State health care inspection Bellevue Physical Therapy 3308 Samson way Suite 202.
- Remodel final inspection St. Mary's Church 2303 Crawford St.





City of Bellevue

Fire Department

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- Suppression hood plan review Casey's 3003 samson Way.
- Final remodel inspection Golden Bowl 511 Fort Crook Rd.

D. Calls: November 16th through November 29th

Fire – 52

Rescue - 164

E. Ambulance Billing

October 1-31, 2021

\$ 206,227.50 has been billed out to insurance companies (263 insurance claims)
<\$ 92,802.37> approximate amount we will have to write off due to mandatory
adjustments/write-offs
(45% of \$206,227.50
=====

\$ 113,425.13 is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:

\$ 90,257.01 deposited into the bank October 1-31, 2021

5,248.03 additional revenue in Credit/Debit card payments were received October 1-31,
2021.

\$ 95,505.04 TOTAL October 1-31, 2021 rescue fee revenue

Statement Billing:

382 statements were mailed to patients for unpaid account balances

These statements totaled \$ 238,134.54

This is money owed the City from patients who have balances on their accounts after their
insurance has paid **OR** patients who are self-pay.



City of Bellevue

Fire Department

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F. Manpower Report Staffing

Staffing Report from 10/25/2021 through 10/31/2021

Monday	AM	E1, T21, T31 & E41	3-Person	No Batt. 2
Monday	PM	E1, T21, T31 & E41	3-Person	
Tuesday	AM	E1, T21, T31 & E41	3-Person	No Batt. 2
Tuesday	PM	E1, T21, T31 & E41	3-Person	
Wednesday	AM	E1, T21, T31 & E41	3-Person	
Wednesday	PM	E1 & T21	3-Person	
Thursday	AM	E1, T21 & T31	3-Person	No Batt. 2
Thursday	PM	E1, T21 & T31	3-Person	
Friday	AM	E1, T21, T31 & E41	3-Person	No Batt. 2
Friday	PM	E1, T21, T31 & E41	3-Person	
Saturday	AM	E1, T21, T31 & E41	3-Person	No EMS
Saturday	PM	E1, T21, T31 & E41	3-Person	
Sunday	AM	E1, T21 & T31 closed	3-Person, E41	No EMS
Sunday	PM	T21, T31 & E41	3-Person	No EMS

Staffing Report from 11/1/2021 through 11/7/2021

Monday	AM	E1, T21, T31 & E41	3-Person	No Bat. 2
Monday	PM	E1 & E41	3-Person	
Tuesday	AM	E1, T21 & T31	3-Person	No Bat. 2
Tuesday	PM	Full		
Wednesday	AM	T21, T31 & E41 closed	3-Person, E1	
Wednesday	PM	E1, T21, T31 & E41	3-Person	
Thursday	AM	E1, T21, T31 & E41	3-Person	No Batt. 2
Thursday	PM	E1, T21, & T31	3-Person	
Friday	AM	E1	3-Person	
Friday	PM	E1, T31 & E41	3-Person	
Saturday	AM	E1, T21, T31 & E41	3-Person	
Saturday	PM	E1, T21, T31 & E41	3-Person	
Sunday	AM	E1, T21, T31 & E41	3-Person	No EMS
Sunday	PM	E1, T21 & E41	3-Person	





City of Bellevue

Fire Department

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Staffing Report from 11/8/2021 through 11/14/2021

Monday	AM	E1, T21, T31 & E41	3-Person	No Batt. 2
Monday	PM	E1, T21, T31 & E41	3-Person	
Tuesday	AM	E1, T21, T31 & E41	3-Person	No Batt. 2, No EMS
Tuesday	PM	E1, T21, & E41	3-Person	
Wednesday	AM	E1, T21, T31 & E41	3-Person	No Batt. 2
Wednesday	PM	E1, T21 & E41	3-Person	
Thursday	AM	E1, T31 & E41	3-Person	
Thursday	PM	T21, T31 & E41	3-Person	
Friday	AM	E1, & T31	3-Person	No Batt. 2
Friday	PM	E1, T21, T31 & E41	3-Person	
Saturday	AM	E1, T21, T31 & E41	3-Person	
Saturday	PM	E1, T21, T31 & E41	3-Person	
Sunday	AM	E1, T31 & E41 3-Person, T21 closed		
Sunday	PM	E1, T21, T31 & E41	3-Person	

Staffing Report from 11/15/2021 through 11/21/2021

Monday	AM	E1, T21, T31 & E41	3-Person	No Batt. 2
Monday	PM	Full		
Tuesday	AM	E1, T21, T31 & E41	3-Person	No Batt. 2
Tuesday	PM	E1, T21 & E41	3-Person	
Wednesday	AM	E1, T21, T31 & E41	3-Person	No Batt. 2
Wednesday	PM	E1 & T21	3-Person	
Thursday	AM	E1, T21, T31 & E41	3-Person	No Batt. 2
Thursday	PM	E1, T21 & T31	3-Person	
Friday	AM	E1, T21 & E41	3-Person	
Friday	PM	E1, T21, T31 & E41	3-Person	
Saturday	AM	E1, T21 & E41 3-Person, T31 closed		
Saturday	PM	E1, T21 & E41 3-Person, T31 closed		
Sunday	AM	E1, T21, T31 & E41	3-Person	No EMS



NEBRASKA
Economic Development
Certified Community



City of Bellevue

Fire Department

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Sunday	PM	E1, T21, & E41	3-Person	
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Staffing Report from 11/22/2021 through 11/28/2021

Monday	AM	T21 & E41 closed		No Batt. 2, No EMS
Monday	PM	E41	3-person	
Tuesday	AM	E1, T21, T31 & E41	3-Person	
Tuesday	PM	E1, T21, T31 & E41	3-Person	
Wednesday	AM	E1, T31 & E41	3-Person	
Wednesday	PM	T31 & E41	3-Person	
Thursday	AM	E1, T21, T31 & E41	3-Person	
Thursday	PM	T31	3-Person	
Friday	AM	T21, T31 & E41	3-Person	
Friday	PM	E1, & T21	3-Person	
Saturday	AM	E1, T21, T31 & E41	3-Person	
Saturday	PM	E1, T21, & T31	3-Person	
Sunday	AM	E1, T21, T31 & E41	3-Person	
Sunday	PM	T31 & E41	3-Person	