

Bellevue City Council Meeting

Tuesday, December 21, 2021 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Andrew Diorio, Midlands Baptist Church, 2407 Chandler Road East.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
 - a. Approval of the Agenda
 - b. Approval of the Consent Agenda *(Items marked with an (*) are approved where this item is, unless otherwise removed)*
 1. (*) Approval of the December 7, 2021 City Council Minutes.
6. (*) APPROVAL OF CLAIMS
7. SPECIAL PRESENTATIONS:
 - a. Life Saving Recognition to Tom Deal (Mayor Hike/Chief Clary)
 - b. Presentation of "Environment Champion Award" to public works staff for their contributions to sustainability in the community. (Michell Foss, Green Bellevue President)
8. ORGANIZATIONAL MATTERS: NONE
9. APPROVED CITIZEN COMMUNICATION: NONE RECEIVED
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd reading):
 - a. 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.
 - b. 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)
 - c. 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)
 - d. Ordinance No. 4066: An Ordinance to redefine ward boundaries due to the 2020 Census. (Administration)
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
 - a. Ordinance No. 4068: An ordinance to 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. Applicant: Mercury Property Management, Inc. General Location: 16th Avenue and Jefferson Street. (Planning Manager)
 1. Request to small subdivision plat Lots 1 through 10, and Outlot A, Jefferson Place Addition. **(No Action Required)**
 - b. 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)

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

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. 4071: An ordinance to amend agenda Section 2-29 of City Code to allow for amending of the agenda as allowed by Nebraska Law outlined in Nebraska Revised Statute 84-1411. (Legal)

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. Approve request of application for a privately-operated farmers market at Washington Park to be held on Saturday mornings. (City Clerk)

b. 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)

15. RESOLUTIONS:

a. Resolution No. 2021-45: Authorizing the City of Bellevue's participation in the national opioid settlements with Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively "J&J") and Amerisourcebergen, Cardinal Health, and Mckensson ("Distributors") and authorize the Mayor to sign. (City Administrator/Legal Dept.)

b. Resolution No. 2021-46: Declaration as to Use for Outlot B, Heartland Hills Subdivision for storm sewer and authorize the Mayor to sign. (Legal)

c. Resolution No. 2021-47: Declaration as to Use for Outlot B, Falcon Forest Subdivision for storm sewer and drainage outlet structure and authorize Mayor to sign. (Legal)

d. Resolution No. 2021-48: Declaration as to Use for Outlot A, Falcon Forest Subdivision for a drainage structure and authorize Mayor to sign. (Legal)

e. Resolution No. 2021-49: Declaration as to Use for Lot 123, Leawood Oaks Subdivision for a retaining wall and authorize the Mayor to sign. (Legal)

f. Resolution No. 2021-50: Declaration as to Use for Lot 4, Daniell's Farm Addition Subdivision for a driveway access and authorize the Mayor to sign. (Legal)

g. Resolution No. 2021-51: Declaration as to Use for Lot 4-5. Daniell's Farm Addition Subdivision for a sanitary sewer and authorize the Mayor to sign. (Legal)

h. Resolution No. 2021-52: Declaration as to Use for Lot 5. Daniell's Farm Addition Subdivision for a municipal street and authorize the Mayor to sign. (Legal)

i. Resolution No. 2021-53: Request to approve the Jefferson Place Redevelopment Plan for Lots 1 through 6, and Part of Lots 7 through 11A, lying south and west of Harvell Drive, Block 170, Bellevue, together with adjacent vacated streets, avenues, and alleys. Applicant: Mercury Property Management, Inc. General Location: 16th Avenue and Jefferson Street. (Planning Manager) **(Public Hearing)**

j. Resolution No. 2021-54: A resolution to amend the Master Fee Schedule regarding certain fees for public record requests. (Legal)

16. CURRENT BUSINESS:

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

b. Approve Memorandum of Understanding (MOU) with Omaha Police Department. (Chief Clary)

c. Approve and authorize the Mayor to sign the 2021 CDBG Subrecipient Agreement with Eastern Nebraska Community Action Partnership (ENCAP) for the Bellevue Food Pantry Relocation Assistance, in an amount not to exceed \$240,080. (Finance/CDBG)

d. Approve and authorize the Mayor to sign the 2021 CDBG Subrecipient Agreement with Habitat for Humanity Sarpy County for the Single Family Housing Rehabilitation Assistance project, in an amount not to exceed \$45,000. (Finance/CDBG)

e. Approve and authorize the Mayor to sign the 2021 CDBG Subrecipient Agreement with First Baptist Church of Bellevue for the Community Center upgrade project, in an amount not to exceed \$16,400. (Finance/CDBG)

f. Recommendation to approve purchase of a new vehicle for the Code Enforcement Fleet, in an amount not to exceed \$28,696. (Community Development 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 - December report will be attached to the January 18th packet).**

18. CLOSED SESSION:

19. ADJOURNMENT

MINUTE RECORD

*5b1.
12/21/2021

Bellevue City Council Meeting, December 7, 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 7th of December 2021, at 6:00 p.m. Present were Council Members Bob Stinson, Paul Cook, Jerry McCaw, Don Preister, Thomas Burns, and Kathy Welch.

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

PLEDGE OF ALLEGIANCE AND INVOCATION

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

OPEN MEETINGS ACT

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

APPROVAL OF THE AGENDA:

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

Motion was made by Cook, seconded by Welch, to amend the agenda by removing Item 13a and move Item 14a to right after Item 7 on the agenda. Roll call vote 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 vote 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 Stinson, seconded by Burns, to approve the consent agenda consisting of the following items: Acknowledge Receipt of October 12, 2021 Tree Board Minutes; Approval of the November 16, 2021 City Council Minutes; Acknowledge receipt of November 18, 2021 Planning Commission Minutes; Approval of Claims; 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; 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; recommend approval of waiver of hunting applications; and recommendation to approve and authorize Mayor to sign the Tri-Mutual Aid Agreement for an additional 10 years.

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

SPECIAL PRESENTATIONS: NONE

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

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)

Motion was made by Cook, seconded by Welch, to table this item to December 21, 2021, per the request of staff.

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.

ORGANIZATIONAL MATTERS:

Election of the City Council President for 2022. (Motion is needed to vote by secret ballot)

Welch nominated Paul Cook as City Council President for 2022.

Motion was made by Welch, seconded by McCaw, to elect Paul Cook as City Council President for 2022.

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.

MINUTE RECORD

Bellevue City Council Meeting, December 7, 2021, Page 2

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES: NONE

ORDINANCES FOR ADOPTION (Third Reading): NONE

ORDINANCES FOR PUBLIC HEARING (Second 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 was read for the second time and public hearing was held.

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

Mr. Kyle Peterson, 3340 N. 141st Street, Omaha, was present on behalf of Zapo, LLC. to explain the intent of their request.

Councilman Preister requested information on absorption on the site and runoff of the footprint. Mr. Peterson explained there has been fill and has already been raised ten feet. A soil assessment has also been completed. Conversation ensued.

Council President inquired who the group is and what the plan is for the development. Mr. Peterson explained he is the CEO of Colliers in Omaha. The group is component of internal partners of Colliers and some investors in Omaha. The plan will depend on the market.

Mayor Hike advised Mr. Peterson had inquired prior to the meeting, the procedure to have the ordinance approved this evening. He explained a motion would need to be made to suspend the rule for the third readings of the ordinance.

Mr. Peterson requested the third reading be waived as the property is set to close in two weeks and he would like to start marketing the property.

Councilman Stinson questioned if there is a timeline on what will be put on the property. Mr. Peterson stated first utilities will need to be installed on the property. Discussion followed.

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

Motion was made by Cook, seconded by Welch, to suspend the rule, waive the third reading of the ordinance, and vote on the ordinance tonight.

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

Motion was made by Cook, seconded by Welch, to approve Ordinance No. 4062.

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

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 was read for the second time and a public hearing was held.

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

Mr. Dan Dolezal, Ehrhart Griffin Associates, 3552 Farnam Street, Omaha, was present on behalf of the applicant and to answer questions.

MINUTE RECORD

Bellevue City Council Meeting, December 7, 2021, Page 3

Councilwoman Welch requested clarification if this house will be built behind the current house. Mrs. Palm explained it will be to the south of the existing house with access off the Boulevard. Discussion followed.

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

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on December 21, 2021.

Request to small subdivision plat Lots 1 and 2, Marchio's Subdivision Replat 1. (No action required)

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 was read for the second time and a public hearing was held.

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

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

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on December 21, 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 was read for the second time and a public hearing was held.

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

Mr. Martin Pelster, 2120 South 72nd Street, Omaha, was present as the attorney for Aksarben Fence and Gate. He explained the applicant purchased the property in July 2021. The property was purchased with the intended use for outdoor storage for fencing materials. The applicant received a code violation from Code Enforcement due to the zoning, right now the location does not permit the intended use. The applicant is requesting the zoning change to allow his use to be in conformance with the zoning district. Mr. Pelster provided a zoning map of the property.

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

Councilman Preister mentioned the Planning Department recommended denial and requested clarification. Mrs. Palm advised the city shop is located to the south and it is also zoned BG. However, the Capital Improvement Plan (CIP) includes a centralized Public Works facility. Therefore, the shop would be relocated. There is potential for redevelopment in this area to be more consistent with the BG zoning.

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on December 21, 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 was read for the second time and a public hearing was held.

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

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

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Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on December 21, 2021.

ORDINANCES FOR INTRODUCTION: (First Reading)

Ordinance No. 4067: An ordinance to amend the Municipal Code regarding disturbing the peace. (Chief Clary) This item was pulled from this agenda.

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)

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 was read for the first time.

Mayor Hike stated the second reading and public hearing of the ordinance will be heard at the Council meeting on December 21, 2021.

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)

Ordinance No. 4069: An ordinance to amend Article VII, Chapter 12, of the Bellevue Municipal Code by amending section 12-1272 and adding new Section 12-176 regarding outdoor fireplace permitting requirements and to provide an effective date was read for the first time.

Councilman Preister requested clarification on the redline ordinance. Ms. Annie Mathews, Assistant City Attorney, explained the requirements are being removed from the definition section because they are not definitions. The new section will include the new language.

Mayor Hike stated the second reading and public hearing of the ordinance will be heard at the Council meeting on December 21, 2021.

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

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 was read for the first time.

Mayor Hike stated the second reading and public hearing of the ordinance will be heard at the Council meeting on December 21, 2021.

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

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

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

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

Councilman Preister clarified he understood the percentages of low-income families who received the benefits. Mrs. Abby Highland, Program Administrator, Bellevue CDBG Program, provided a description of the benefits citizens received. Discussion followed.

Councilman Preister requested information on the extension process if funds are unspent. Mrs. Highland advised recipients are given a year to use the funds for their project. If they are not able to spend the funds in a year an extension could be granted. The applicant would need to submit a letter before the agreement expires, explaining why the funds were not spent or why spending is delayed. The request for an extension would come before City Council.

RESOLUTIONS:

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)

MINUTE RECORD

Bellevue City Council Meeting, December 7, 2021, Page 5

Motion was made by Preister, seconded by Burns, to approve Resolution No. 2021-44: A resolution authorizing the submission of the Consolidate Annual Performance and Evaluation Report (CAPER) and authorizing the Mayor to sign. 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 Mayor to sign Subordination Agreement. (Finance Director/CDBG Program Specialist)

Motion was made by Stinson, seconded by Cook, to approve and authorize Mayor to sign Subordination Agreement. 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.

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)

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

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)

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

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)

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

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

Motion was made by Stinson, seconded by McCaw, to approve and authorize the Mayor to sign the agreement with 4Seams Academy LLC for use of Aspen Park ballfields. 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.

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)

Motion was made by Burns, seconded by Cook, to approve and authorize the Mayor to sign the Interlocal Agreement with Law Enforcement Agencies in Douglas and Sarpy Counties, dated July 17, 2020, to include the Village of Boys Town. Conversation ensued.

Councilman Preister questioned what Boys Town has for police services. Captain Tom Dargy, Bellevue Police Department, stated Boys Town has a Chief of Police and four or five officers.

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.

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)

Motion was made by Welch, seconded by Stinson, to recommend approval for equipment purchase and authorize the Mayor to sign the contract with Motorola Solutions, in an amount not to exceed \$341,740.

Councilman Preister initiated conversation on his concerns on how long equipment lasts. Discussion followed.

MINUTE RECORD

Bellevue City Council Meeting, December 7, 2021, Page 6

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.

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)

Motion was made by Burns, seconded by Cook, to approve and authorize the Mayor to sign the City Maintenance Agreement Renewal No. 5 and Certificate of Compliance with NE Dept. of Transportation (NDOT). 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.

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)

CLOSED SESSION: NONE

ADJOURNMENT

There being no further business to come before the Council at this time, on motion by Welch, seconded by Preister, the meeting was adjourned at 7:07 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 December 7, 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

*6.
12/21/2021

CLAIMS FOR DECEMBER 21, 2021

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MAYOR

CENTURY LINK	2021/11/22-2021/12/21 MONTHLY SERVICE	11.26
U.S. CELLULAR	2021/11/04-2021/12/03 MONTHLY SERVICE	54.80
		<u>\$ 66.06</u>

CITY ADMINISTRATOR

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	92.31
CENTURY LINK	2021/11/22-2021/12/21 MONTHLY SERVICE	21.79
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2021	4,641.90
RELIANCE INSURANCE	DENTAL INSURANCE-NOV 2021	90.72
US BANK VOYAGER FLEET SYSTEMS	CPS-FUEL FOR CITY VEHICLES - NOVEMBER 2021	135.67
U.S. CELLULAR	2021/11/04-2021/12/03 MONTHLY SERVICE	63.23
		<u>\$ 5,045.62</u>

CITY COUNCIL

DON PREISTER	REIMB FOR INTERNET SERVICE-DEC 2021	59.99
RELIANCE INSURANCE	DENTAL INSURANCE-NOV 2021	111.28
		<u>\$ 171.27</u>

LEGAL

CENTURY LINK	2021/11/22-2021/12/21 MONTHLY SERVICE	22.16
COUNTY CLERK OF THE DISTRICT COURT	LEGAL FEES	127.00
DROP BOX	CPS-CASES STORAGE	19.99
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2021	2,362.64
RELIANCE INSURANCE	DENTAL INSURANCE-NOV 2021	60.48
U.S. CELLULAR	2021/11/04-2021/12/03 MONTHLY SERVICE	90.61
UNITED STATES POSTAL SERVICE	CPS-MAILING CHARGE	7.38
US COURTS: PACER	CPS-FEDERAL COURT FILINGS	36.20
		<u>\$ 2,726.46</u>

CABLE ADVISORY

B & H PHOTO-VIDEO	CPS-CABLE/TV EQUIPMENT	4,082.38
CENTURY LINK	2021/11/22-2021/12/21 MONTHLY SERVICE	7.51
COX BUSINESS SERVICES	2021/11/19-2021/12/18 MONTHLY SERVICE	9.04
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2021	3,857.20
RELIANCE INSURANCE	DENTAL INSURANCE-NOV 2021	60.48
U.S. CELLULAR	2021/11/04-2021/12/03 MONTHLY SERVICE	49.80
		<u>\$ 8,066.41</u>

CITY CLERK

CENTURY LINK	2021/11/22-2021/12/21 MONTHLY SERVICE	11.26
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2021	1,934.63
RELIANCE INSURANCE	DENTAL INSURANCE-NOV 2021	60.48
		<u>\$ 2,006.37</u>

FINANCE

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	191.70
CENTURY LINK	2021/11/22-2021/12/21 MONTHLY SERVICE	54.58
DICKEY'S BBQ	CPS-SUPPLIES FOR MEETING	221.12
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2021	5,401.24
HANEY SHOE STORE	SAFETY BOOTS-R HERTZIG	182.99
INDOFF	OFFICE SUPPLIES	177.33
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00

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FINANCE (cont'd)

MIDWEST STORAGE SOLUTIONS	LATERAL FILE CABINET	938.18
RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY BOOTS-D RUSH	200.00
RELIANCE INSURANCE	DENTAL INSURANCE-NOV 2021	211.68
U.S. CELLULAR	2021/11/04-2021/12/03 MONTHLY SERVICE	54.84
		<u>\$ 7,663.66</u>

LIBRARY

ABE BOOKS	CPS-BOOKS	147.98
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	183.40
CENGAGE LEARNING, INC	BOOKS	83.17
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	325.26
CENTURY LINK	2021/11/22-2021/12/21 MONTHLY SERVICE	37.54
COASTAL BUSINESS SUPPLIES	CPS-COFFEE MUGS	285.69
COX BUSINESS SERVICES	2021/10/23-2021/11/22 MONTHLY SERVICE	107.39
DILLONS CUSTOMER CHARGES	CPS-SUPPLIES	22.14
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2021	7,623.75
FARONICS	MAINTENANCE RENEWAL 2021/12/29 - 3 YEARS	1,312.50
HISTORY NEBRASKA	RENEW SUBSCRIPTION 2021/12/31-2022/12/30	35.00
INDOFF	PAPER TRIMMER	219.77
INGRAM LIBRARY SERVICES	BOOKS	2,636.81
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	15.90
MIDLANDS PRINTING	BUSINESS CARDS	113.70
OCLC INC	ON-LINE CATALOGING SUBSCRIPTION-DEC 2021	1,384.67
OMAHA PUBLIC POWER DISTRICT	2021/10/08-2021/11/10 MONTHLY SERVICE	1,662.65
QUADIENT FINANCE USA, INC	POSTAGE REFILL	600.00
RELIANCE INSURANCE	DENTAL INSURANCE-NOV 2021	241.92
RUFF WATERS	AQUARIUM MANAGEMENT	137.97
SCOTT WELCH	MONTHLY WEB HOSTING	125.00
VERIZON WIRELESS	2021/10/17-2021/11/16 MONTHLY SERVICE	400.10
WALMART-CAPITAL ONE	CPS-SUPPLIES	104.36
		<u>\$ 17,806.67</u>

ADMINISTRATIVE SERVICES/PERSONNEL

US BANK VOYAGER FLEET SYSTEMS	CPS-FUEL FOR CITY VEHICLES - NOVEMBER 2021	2,902.38
CENTURY LINK	2021/11/22-2021/12/21 MONTHLY SERVICE	52.47
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2021	12,366.34
GRETNA GUIDE & NEWS	LEGAL AD	7.57
IDEAL PURE WATER COMPANY	BOTTLED WATER	48.50
INDOFF	OFFICE SUPPLIES	62.32
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	139.05
OMAHA PUBLIC POWER DISTRICT	2021/10/20-2021/11/19 MONTHLY SERVICE	117.87
ONE SOURCE	BACKGROUND CHECKS	575.20
RELIANCE INSURANCE	DENTAL INSURANCE-NOV 2021	241.92
TASC - CLIENT INVOICES	COMPLIANCE FEE ASSESSMENT	250.00
U.S. CELLULAR	2021/11/04-2021/12/03 MONTHLY SERVICE	82.00
		<u>\$ 16,875.62</u>

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CODE ENFORCEMENT

CENTURY LINK	2021/11/22-2021/12/21 MONTHLY SERVICE	22.07
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2021	9,252.41
RELIANCE INSURANCE	DENTAL INSURANCE-NOV 2021	211.68
ROSE TREE SERVICE	REMOVE DEAD BRANCHES AND CLEANUP	350.00
SARPY CO REGISTER OF DEEDS	TITLE FOR CODE TOWS	28.70
U.S. CELLULAR	2021/11/04-2021/12/03 MONTHLY SERVICE	77.67
US BANK VOYAGER FLEET SYSTEMS	CPS-FUEL FOR CITY VEHICLES - NOVEMBER 2021	608.90
		\$ 10,551.43

PUBLIC WORKS

ALFRED BENESCH & COMPANY	MS4 ANNUAL REPORTS	633.50
CARHARTT, INC	CPS-UNIFORMS PER CONTRACT	3,285.89
CENTURY LINK	2021/11/22-2021/12/21 MONTHLY SERVICE	45.05
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2021	6,807.22
HGM ASSOCIATES INC	PW FACILITIES MASTER PLAN-2021/06/21-2021/11/15	6,339.17
KITCHEN SINK COMMUNICATIONS	CONSULTING FEE-LIBRARY	1,083.00
LOGO LOGIX EMBROIDERY & SCREEN PRINTING	SCREEN PRINT ON UNIFORMS	354.25
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	133.25
NEBRASKA IOWA SUPPLY CO	DIESEL FUEL FOR CITY TANKS-AUG, SEPT, OCT	10,833.89
ONE CALL CONCEPTS	LOCATES	622.59
RELIANCE INSURANCE	DENTAL INSURANCE-NOV 2021	120.96
SARPY CO REGISTER OF DEEDS	RECORDING FEES	40.00
U.S. CELLULAR	2021/11/04-2021/12/03 MONTHLY SERVICE	317.44
US BANK VOYAGER FLEET SYSTEMS	CPS-FUEL FOR CITY VEHICLES - NOVEMBER 2021	83.59
		\$ 30,699.80

PARKS

A-RELIEF SERVICES	PORTABLE RESTROOMS	654.00
CENTURY LINK	2021/11/22-2021/12/21 MONTHLY SERVICE	33.79
COX BUSINESS SERVICES	2021/10/23-2021/11/22 MONTHLY SERVICE	214.78
CROW LAWN CARE LLC	MOWING, CLEANUP-OCT 2021	4,600.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2021	8,089.18
FASTENAL COMPANY	GRAFFITI REMOVER	68.52
HDR ENGINEERING, INC	PROF SVCS-AHP 2021/10/24-2021/11/20	16,686.50
HUGHES TREE SERVICE	TREE PRUNING	975.00
LAMP RYNEARSON & ASSOCIATES	BELLEVUE PARKS MASTER PLAN- THRU OCT 2021	12,370.00
LOGAN CONTRACTORS SUPPLY	SLIM LINE	779.28
MENARDS	LIGHTING, PAINT SUPPLIES, TOOLS	498.78
OMAHA PUBLIC POWER DISTRICT	2021/09/29-2021/10/29 MONTHLY SERVICE	2,760.69
PRECISE MRM LLC	POOLED DATA PLAN	200.00
READY MIXED CONCRETE COMPANY	CONCRETE	1,524.36
RELIANCE INSURANCE	DENTAL INSURANCE-NOV 2021	332.64
U.S. CELLULAR	2021/11/04-2021/12/03 MONTHLY SERVICE	143.41
US BANK VOYAGER FLEET SYSTEMS	CPS-FUEL FOR CITY VEHICLES - NOVEMBER 2021	2,157.79
WESTLAKE ACE HARDWARE	SAFETY EQUIPMENT	31.98
		\$ 52,120.70

RECREATION

BPS/LIED CENTER	PARTNERSHIP WITH MEN'S LEAGUE	530.00
CENTURY LINK	2021/11/22-2021/12/21 MONTHLY SERVICE	47.43
COX BUSINESS SERVICES	2021/10/23-2021/11/22 MONTHLY SERVICE	88.39
DAVID ZAPATA	REFUND REED CENTER RENTAL	375.00

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RECREATION (cont'd)

DILLONS CUSTOMER CHARGES	CPS-SUPPLIES	31.75
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2021	2,109.96
MIDWEST IMPRESSIONS	T-SHIRTS	638.00
RELIANCE INSURANCE	DENTAL INSURANCE-NOV 2021	60.48
TIDAL WAVE AUTO WASH	CPS-CAR WASH	10.69
U.S. CELLULAR	2021/11/04-2021/12/03 MONTHLY SERVICE	64.91
US BANK VOYAGER FLEET SYSTEMS	CPS-FUEL FOR CITY VEHICLES - NOVEMBER 2021	227.59
		<u>\$ 4,184.20</u>

BUILDING MAINTENANCE

AQUA-CHEM	CPO CLASS-ZIMMER	175.00
CARPENTER PAPER CO	JANITORIAL SUPPLIES	642.39
CENTURY LINK	2021/11/22-2021/12/21 MONTHLY SERVICE	3.75
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2021	8,258.48
FERGUSON ENTERPRISES INC #1657	JANITORIAL SUPPLIES	267.06
FILTER SHOP	SCALE SOLVENT	125.40
FIRE PROTECTION SERVICES, LLC	REPLACE PULL- BIKE RACK ROOM	265.00
HILLYARD DES MOINES	JANITORIAL SUPPLIES	221.76
IDEAL PURE WATER COMPANY	BOTTLED WATER	40.00
JACKSON SERVICES, INC	DOOR MAT SERVICE-1500 WALL ST	246.78
KEN BROOKE ROOFING, INC	REPAIR ROOF-DOWDING	11,235.00
MENARDS	WASHERS, HACKSAW, GYPSUM, TOOLS, CLEANING SUPPLIES	451.89
MMC MECHANICAL CONTRACTORS, INC	AC MAINTENANCE-TRAINING ROOM	1,161.50
OMAHA PUBLIC POWER DISTRICT	2021/10/08-2021/11/10 MONTHLY SERVICE	1,208.12
RELIANCE INSURANCE	DENTAL INSURANCE-NOV 2021	211.68
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES	1,336.85
THYSSENKRUPP ELEVATOR CORPORATION	ELEVATOR MAINTENANCE	480.05
TRICO MECHANICAL SERVICES	CHANGE INDUCER MOTOR	1,606.29
US BANK VOYAGER FLEET SYSTEMS	CPS-FUEL FOR CITY VEHICLES - NOVEMBER 2021	470.78
U.S. CELLULAR	2021/11/04-2021/12/03 MONTHLY SERVICE	25.89
WESTLAKE ACE HARDWARE	DRIVER SET, BATTERIES	19.98
		<u>\$ 28,453.65</u>

CEMETERY

CENTURY LINK	2021/11/22-2021/12/21 MONTHLY SERVICE	3.75
COX BUSINESS SERVICES	2021/10/23-2021/11/22 MONTHLY SERVICE	83.39
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2021	1,506.62
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/10/20-2021/11/19	456.29
RELIANCE INSURANCE	DENTAL INSURANCE-NOV 2021	60.48
U.S. CELLULAR	2021/11/04-2021/12/03 MONTHLY SERVICE	36.47
US BANK VOYAGER FLEET SYSTEMS	CPS-FUEL FOR CITY VEHICLES - NOVEMBER 2021	92.51
		<u>\$ 2,239.51</u>

STREETS

BOBBY RIGGS	REIMB FOR CDL LICENSE	63.50
CENTURY LINK	2021/11/22-2021/12/21 MONTHLY SERVICE	33.79
COX BUSINESS SERVICES	2021/10/23-2021/11/22 MONTHLY SERVICE	274.17
DENCEMORE ADOLPHUS	REIMB FOR CDL LEARNER'S PERMIT	31.25
DUSTIN ENGLISH	REIMB FOR CDL LICENSE	63.50
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2021	39,960.10
IMSA	RENEW MEMBERSHIP-HERTZIG	100.00
J & J SMALL ENGINE SERVICE	OIL	25.14
JAMES R ZYMOLA	REIMB FOR CDL LEARNER'S PERMIT	15.75

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STREETS (cont'd)

LOGAN CONTRACTORS SUPPLY	PARTS	72.21
MDONALDS RESTAURANT #3701	CPS-GIFT CARDS FOR EMPLOYEES	750.00
MENARDS	SUPPLIES, LUMBER, CONCRETE	243.39
METRO LEASING	LEASE 8724-BOOMTRUCK-2021/12/10	5,816.04
METRO LEASING	LEASE 8733 A& B TRUCKS-2021/12/10	26,874.70
MICHAEL TODD & COMPANY	STAINLESS STEEL BUCKLE	472.00
MIDWEST RIGHT OF WAY SERVICES, INC	ACQUISITION SERVICES-36TH ST	1,105.00
NEBRASKA DEPARTMENT OF TRANSPORTATION	FINAL PAYMENT 370TH TRAFFIC SIGNAL	1,225.20
NEBRASKA IOWA SUPPLY CO	ICE MELT	599.52
NEWMAN SIGNS	CITY SIGNS	1,944.64
OMAHA PUBLIC POWER DISTRICT	2021/09/29-2021/10/29 MONTHLY SERVICE	14,139.94
OMNI	ASPHALT TACK	4,357.72
PRECISE MRM LLC	POOLED DATA	1,104.00
READY MIXED CONCRETE COMPANY	CONCRETE	4,984.12
RELIANCE INSURANCE	DENTAL INSURANCE-NOV 2021	937.44
U.S. CELLULAR	2021/11/04-2021/12/03 MONTHLY SERVICE	245.05
US BANK VOYAGER FLEET SYSTEMS	CPS-FUEL FOR CITY VEHICLES - NOVEMBER 2021	3,451.62
WESTLAKE ACE HARDWARE	DRILL BITS, BIT BORING, SUPPLIES	20.56
		\$ 108,910.35

FLEET MAINTENANCE

ALLIED OIL & SUPPLY COMPANY	OIL, ANTIFREEZE	2,470.52
AUTO VALUE PARTS - SOUTH OMAHA	SERPENTINE BELT	45.11
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS, GATES, BELT TENSIONER	778.84
BAUER BUILT	NEW TIRES	1,534.32
BAXTER FORD	BRACKET, ROTOR ASSEMBLY, SEPARATOR	387.31
BELLEVUE TIRE & AUTO SERVICE	TIRES	2,786.43
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	65.30
CENTURY LINK	2021/11/22-2021/12/21 MONTHLY SERVICE	26.28
CORNHUSKER INTERNATIONAL TRUCKS	TURBO PIPE, CLAMP	645.73
COX BUSINESS SERVICES	2021/10/23-2021/11/22 MONTHLY SERVICE	107.39
DANKO EMERGENCY EQUIPMENT	CHARGER INVERTER	2,991.34
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2021	20,114.15
GRAINGER	GLOVES	17.20
IDEAL PURE WATER COMPANY	BOTTLED WATER	65.00
INTERSTATE BATTERIES	BATTERIES	954.66
JIM HAWK TRUCK TRAILERS	IP CARTRIDGES	347.44
JONES AUTOMOTIVE	SCREEN SUPPORT	55.00
JUDAH CASTER COMPANY	CHAIRS CASTERS	178.00
KAGE INNOVATION - WI LLC	CPS-WINGLINE LASER KIT	1,596.50
KRIHA FLUID POWER CO	FITTINGS	153.01
LOGAN CONTRACTORS SUPPLY	DUCK BILL TIPS, SWITCH	326.83
MATHESON TRI-GAS INC	WELDING SUPPLIES	152.69
MENARDS	SUPPLIES, SPRAY PAINT	61.27
MICHAEL SANOM COMMUNICATIONS INC	POLICE INTERCEPTOR TRAINING	2,500.00
MICHAEL TODD & COMPANY	TRUCK TIRE CHAIN PLIER, GRADER CHAIN	3,504.70
NAPA AUTO PARTS	FILTERS, RADIATOR, BRAKLEEN, FITTINGS, MIRROR, OIL	1,033.86
NEBRASKA IOWA INDUSTRIAL FASTENERS	GROMMETS, LOCK NUTS, CONNECTORS	104.62
NORTHERN AUTO PARTS	ENGINE SHAFT, LIFTERS, GASKETS	1,055.12
OMAHA PUBLIC POWER DISTRICT	2021/10/21-2021/11/22 MONTHLY SERVICE	1,123.99
O'REILLY AUTOMOTIVE PARTS	HEADLIGHT CLEANER	11.99
POWERPLAN	MACHINE INTERFACE UNIT, TRAINING	5,929.56
RELIANCE INSURANCE	DENTAL INSURANCE-NOV 2021	453.60

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FLEET MAINTENANCE (cont'd)

STATE STEEL	STEEL	591.38
SWAN ENGINEERING	O-RINGS	14.64
TERMINAL SUPPLY CO	TERMINAL BLOCKS	29.59
TY'S OUTDOOR POWER & SERVICE	RESERVOIR WITH REMOTE	233.23
U.S. CELLULAR	2021/11/04-2021/12/03 MONTHLY SERVICE	71.74
UPS STORE	FREIGHT TO SEND GPS UNIT BACK	283.27
US BANK VOYAGER FLEET SYSTEMS	CPS-FUEL FOR CITY VEHICLES - NOVEMBER 2021	576.56
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	439.98
		\$ 53,818.15

SOLID WASTE

PAPILLION SANITATION	TRASH HAULING FEES-NOV 2021	315,035.22
PAPILLION SANITATION	GLASS RECYCLING-NOV 2021	679.74
		\$ 315,714.96

PLANNING

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	66.22
CENTURY LINK	2021/11/22-2021/12/21 MONTHLY SERVICE	11.26
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2021	4,286.59
GRETNA GUIDE & NEWS	LEGAL AD	40.82
HAMPTON INN	LODGING FOR CONFERENCE-CURRY	267.64
RELIANCE INSURANCE	DENTAL INSURANCE-NOV 2021	90.72
		\$ 4,763.25

PERMITS & INSPECTIONS

CARHARTT, INC	CPS-UNIFORM PER CONTRACT	742.48
CENTURY LINK	2021/11/22-2021/12/21 MONTHLY SERVICE	18.77
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2021	11,187.04
RELIANCE INSURANCE	DENTAL INSURANCE-NOV 2021	241.92
U.S. CELLULAR	2021/11/04-2021/12/03 MONTHLY SERVICE	306.12
US BANK VOYAGER FLEET SYSTEMS	CPS-FUEL FOR CITY VEHICLES - NOVEMBER 2021	1,153.10
		\$ 13,649.43

POLICE

AUTO BODY AUTHORITY	TOW CHARGE AND STORAGE	120.00
AVERY L LOSCHEN	RENT FOR K9 BUILDING-JAN 2022	1,248.00
BELLEVUE ANIMAL HOSPITAL	VET VISIT	189.77
CANDLEWOOD SUITES	CPS-LOGING FOR TRAINING-MILOS	330.48
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	300.87
CENTURY LINK	2021/11/22-2021/12/21 MONTHLY SERVICE	321.70
CHARTER COMMUNICATIONS OPERATING	SUBPEONA FEES	50.00
CHEYENNE MOUNTAIN RESORT	CPS-LODGING FOR TRAINING-DARGY	625.24
CNA SURETY	RENEW NOTARY BOND-MELVIN	40.00
COLLISION FORENSIC SOLUTIONS	SOFTWARE UPGRADE	621.00
COMPCHOICE OCCUPATIONAL HEALTH	MEDICAL TESTING FOR NEW OFFICERS	544.11
COX BUSINESS SERVICES	2021/10/23-2021/11/22 MONTHLY SERVICE	184.99
COX COMMUNICATIONS	SUBPEONA FOR INVESTIGATIONS	50.00
CULLIGAN OF OMAHA	BOTTLED WATER	178.30
DON'S PIONEER UNIFORMS	UNIFORMS, GLOVES	2,208.75
DYLAN CASS	REIMB PER DIEM FOR TRAINING	229.50
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2021	132,060.95
EVITA SAUCEDO	REIMB FOR UNIFORM	477.56
FAIRFIELD INN & SUITES	CPS-LODGING FOR TRAINING-3 EMP	991.44
FASTSIGNS	CPS-SIGNS-EIDENMILLER	186.88

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POLICE (cont'd)

FIRST BAPTIST CHURCH	CPS-TRAINING-JASHINKSE	25.00
GALL'S, LLC	TACTICAL TEAM CAPS	168.35
GRAPHIC DESIGNS INTERNATIONAL, LLC	GRAPHICS FOR UNIT 610	314.45
GREAT PLAINS UNIFORMS	EMBROIDER SHOULDER PATCHES, COLLAR BADGES	2,050.00
HAMPTON INN & SUITES-RIDGE MALL	CPS-CREDIT ON LODGING-BAILEY	(10.66)
HOLIDAY INN	CPS-LODGING FOR TRAINING-EMP	914.22
HOLIDAY INN EXPRESS	CPS-LODGING FOR TRAINING-2 EMP	218.20
INFOSAFE SHREDDING	SHREDDING SERVICE	150.00
INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE	CPS-RENEW DEPARTMENTAL MEMBERSHIP	1,225.00
J P COOKE COMPANY	POCKET STAMPER-HAVERTY	35.95
JACKSON SERVICES, INC	DOOR MAT SERVICE	148.79
JAY KIRWAN	REIMB PER DIEM FOR TRAINING	280.50
JESSICA MANNING	REIMB FOR UNIFORM JACKET	156.56
TYLER BROM	REIMB PER DIEM FOR TRAINING	229.50
LP POLICE	LOCATE PLAN-NOV 2021	129.95
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	395.50
MATTHEW D HOFFMAN	REIMB PER DIEM FOR TRAINING	280.50
MICHAEL SANOM COMMUNICATIONS INC	POLICE INTERCEPTOR TRAINING	2,500.00
MIDLANDS PRINTING	BUSINESS CARDS-HAVERTY	209.00
MIDWEST GANG INVESTIGATORS ASSOCIATION	CPS-TRAINING-MARRS	44.06
NORTH TEXAS TOLLWAY AUTHORITY	CPS-TOLL FEE-LAMPMAN	23.50
OMAHA PUBLIC POWER DISTRICT	2021/10/08-2021/11/10 MONTHLY SERVICE	37.04
PROGRESSIVE BUSINESS TECHNOLOGIES	TONER KIT	67.00
RELIANCE INSURANCE	DENTAL INSURANCE-NOV 2021	3,811.44
RINGSIDE	WELLNESS ROOM EQUIPMENT	409.95
RYAN A AGUSTIN	REIMB PER DIEM FOR TRAINING	89.25
STREET COP TRAINING	CPS-TRAINING-3 EMP	597.00
SUNSET LAW ENFORCEMENT, LTD	AMMO	10,080.00
TRAVIS SHAFER	REIMB PER DIEM FOR TRAINING	229.50
U.S. CELLULAR	2021/11/04-2021/12/03 MONTHLY SERVICE	4,089.61
US BANK VOYAGER FLEET SYSTEMS	CPS-FUEL FOR CITY VEHICLES - NOVEMBER 2021	14,168.82
VERIZON WIRELESS	2021/10/24-2021/11/23 MONTHLY SERVICE	1,920.52
		\$ 185,948.04

FIRE & RESCUE

AIRGAS USA, LLC	MEDICAL SUPPLIES	382.48
AMAZON.COM, LLC	CPS-BOOTS, COFFEE, FLAGS, OFFICE SUPPLIES	742.52
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	368.25
CENTURY LINK	2021/11/22-2021/12/21 MONTHLY SERVICE	95.69
CONCETTA MILLER	REIMB FOR SERVICE	100.00
COX BUSINESS SERVICES	2021/10/23-2021/11/22 MONTHLY SERVICE	576.95
DEPARTMENT OF VETERANS AFFAIRS	REFUND FOR DOUBLE PAYMENT	795.00
EC DATA SYSTEMS, INC	CPS-SHARE OF FAX SERVER	7.95
ED M FELD EQUIPMENT CO	COMPRESSOR HOSE	777.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2021	77,228.65
INDOFF	COPY PAPER	185.00
INDUSTRIAL ORGANIZATIONAL SOLUTIONS	CAPTAIN WRITTEN EXAMS	6,590.00
INTERSTATE POWER SYSTEMS, INC	GENERATOR LABOR	209.50
MARKING REFRIGERATION, INC	ICE MACHINE REPAIR-DIST 1	264.50
MENARDS	KITCHEN BRUSH, LUMBER	182.77
OMAHA PUBLIC POWER DISTRICT	2021/09/29-2021/10/29 MONTHLY SERVICE	5,528.51

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FIRE & RESCUE (cont'd)

RELIANCE INSURANCE	DENTAL INSURANCE-NOV 2021	2,147.04
U.S. CELLULAR	2021/10/09-2021/11/08 MONTHLY SERVICE	477.32
U.S. CELLULAR	2021/11/04-2021/12/03 MONTHLY SERVICE	834.95
US BANK VOYAGER FLEET SYSTEMS	CPS-FUEL FOR CITY VEHICLES - NOVEMBER 2021	8,712.69
WALMART COMMUNITY	CPS-PRINTER	171.19
WESTLAKE ACE HARDWARE	COMBO HOSE	26.99
ZOLL DATA SYSTEMS INC	FRMS AND RMS CONTRACTUAL	1,105.00
		<u>\$ 107,509.95</u>

NON-DEPARTMENTAL/CONTRACTS

BKD & ASSOCIATES, LLP	2021 AUDIT PROGRESS BILLING #1	10,000.00
CENTURY LINK	2021/10/20-2021/11/19 MONTHLY SERVICE	527.25
COX BUSINESS SERVICES	2021/10/23-2021/11/22 MONTHLY SERVICE	638.37
LOCKTON COMPANIES, LLC	MONTHLY WELLNESS PROGRAM FEE-NOV 2021	1,815.00
NEB DEPT OF REVENUE	SALES TAXES-NOV 2021	28.20
SARPY COUNTY COURT HOUSE	ANIMAL CONTROL-NOV 2021	13,452.93
SARPY COUNTY COURT HOUSE	ANIMAL CONTROL-DEC 2021	13,452.93
SCOTT WELCH	CPS-MONTHLY WEB DESIGN	125.00
		<u>\$ 40,039.68</u>

INFORMATION TECHNOLOGY

AMAZON.COM, LLC	CPS-SUPPLIES	849.69
GO.DADDY	CPS-RENEW PROGRAM	899.98
HOSTGATOR.COM	CPS-MONTHLY DOMAIN MAINTENANCE	69.95
MILLER DISTRIBUTORS, INC	BATTERIES	311.02
MOTOROLA SOLUTIONS, INC	CABLE, SPEAKERS, MICROPHONES	1,622.11
ONE CALL CONCEPTS	LOCATES	6.15
TESSCO	RADIO PARTS	2,429.31
U.S. CELLULAR	2021/11/04-2021/12/03 MONTHLY SERVICE	40.29
		<u>\$ 6,228.50</u>

WASTEWATER

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	50.81
CENTURY LINK	2021/11/22-2021/12/21 MONTHLY SERVICE	462.99
CITY OF OMAHA	SEWER FEES-SEPT 2021	533,799.90
COX BUSINESS SERVICES	2021/10/23-2021/11/22 MONTHLY SERVICE	83.39
ELLIOTT EQUIPMENT CO	FLAT BLADE CUTTER, NOZZLES	2,195.63
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2021	15,837.16
HDR ENGINEERING, INC	SARPY WASTEWATER AGCY CONNECTION EVAL	1,235.98
J & J SMALL ENGINE SERVICE	LAWN MOWER	3,299.00
MENARDS	GLOVES, CLEANING SUPPLIES, WATER, SNACKS	228.90
METRO LEASING	LEASE 8735-2021/11/25-JET TRUCK	22,836.87
MOTION INDUSTRIES	BALL BEARINGS	640.38
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/10/08-2021/11/10	3,319.07
RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY BOOTS-2 EMP	388.99
RELIANCE INSURANCE	DENTAL INSURANCE-NOV 2021	393.12
U.S. CELLULAR	2021/11/04-2021/12/03 MONTHLY SERVICE	818.67
US BANK VOYAGER FLEET SYSTEMS	CPS-FUEL FOR CITY VEHICLES - NOVEMBER 2021	2,330.12
		<u>\$ 587,920.98</u>

COMMUNITY BETTERMENT

OMAHA PUBLIC POWER DISTRICT	2021/11/23 MONTHLY SERVICE	100.16
		<u>\$ 100.16</u>

MINUTE RECORD

CLAIMS FOR DECEMBER 21, 2021

Page 7

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CDBG CONSULTANT	5,082.11
GRETNA GUIDE & NEWS	LEGAL AD	30.72
		<u>\$ 5,112.83</u>

LAW ENFORCEMENT TRUST

POLICE-EVIDENCE REFUND	EVIDENCE REFUND	1,165.00
		<u>\$ 1,165.00</u>

FEDERAL FORFEITURES

VERIZON WIRELESS	2021/10/22-2021/11/21 MONTHLY SERVICE	410.94
		<u>\$ 410.94</u>

G.O. BONDS

UMB BANK - TRUST OPERATIONS	I1069 PUB SAFE BONDS 2/27/14 \$2,620,000 INT	1,250.00
UMB BANK - TRUST OPERATIONS	I1069 PUB SAFE BONDS 2/27/14 \$2,620,000 PRIN	100,000.00
		<u>\$ 101,250.00</u>

TOTAL CLAIMS FOR DECEMBER 21, 2021	\$ 1,721,219.65
---	------------------------

TOTAL PAYROLL FOR DECEMBER 10, 2021	\$ 1,210,638.39
--	------------------------

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11a. & 11a1.
12/21/2021

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. Rollins
[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



Map Scale 1: 1128

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



Notes





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



Map Scale 1: 1128

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



Notes



To the City of Bellevue Planning Department,

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

Sincerely,



Nicholas Enzolera

RECEIVED
SEP 24 2021
PLANNING DEPT.

MARCHIO'S SUBDIVISION REPLAT 1

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

RE
OCT 14 2021
PLANNING DEPT.

PROJECT NO.

NO.	DESCRIPTION	DATE	BY

EHRHART GRIFFIN & ASSOCIATES

3552 Fernon Street
Omaha, Nebraska 68131
402.720-0831

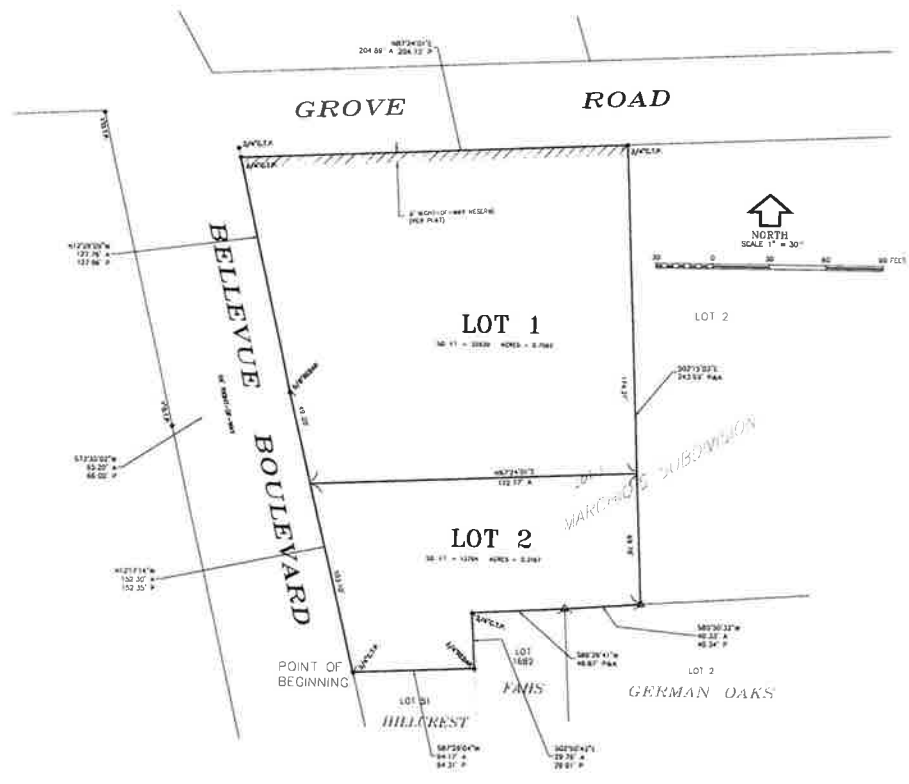
- ENGINEERING
- PLANNING
- LAND SURVEYING

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

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



SHEET NO.
1



- LEGEND**
- - 3/4" IRON REBAR W/ CAP (I.R.C.A.)
 - - FOUND SURVEY POINT
 - - TEMPORARY CONTROL POINT (T.C.P.)
 - - 1/2" LANSLOPE SPRING (L.A.S.P.)
 - - CONCRETE TOP PIPE
 - - OPEN TOP PIPE
 - - 6" DIA. & CAP
 - - 2" DIA. DRILL HOLE
 - - CHISELED "X" IN CONCRETE
 - - PLAT DISTANCE
 - - MEASURED DISTANCE
 - - RECORDED DISTANCE
 - - CHAINED DISTANCE
 - - UNL.D. - UNLESS NOTED OTHERWISE

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

NICHOLAS S. ENZLERA _____ DATE _____
JENNIFER A. ENZLERA _____ 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 STAKED 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' WEST ON THE WEST LINE OF SAID LOT 1, A DISTANCE OF 132.00 FEET; THENCE NORTH
172°20' WEST ON THE WEST LINE OF SAID LOT 1, A DISTANCE OF 127.76 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 87°24' EAST ON THE
NORTH LINE OF SAID LOT 1, A DISTANCE OF 204.88 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 73°50' EAST ON THE EAST LINE OF SAID LOT
1, A DISTANCE OF 143.88 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE WEST 1°01' ON THE SOUTH LINE OF SAID LOT 1, THE NEXT A CALL, SOUTH
85°52' W. 45.31 FEET; SOUTH 88°24' WEST, 184.77 FEET; SOUTH 02°04' EAST, 29.76 FEET; SOUTH 87°50' WEST, 84.77 FEET TO THE POINT OF BEGINNING.

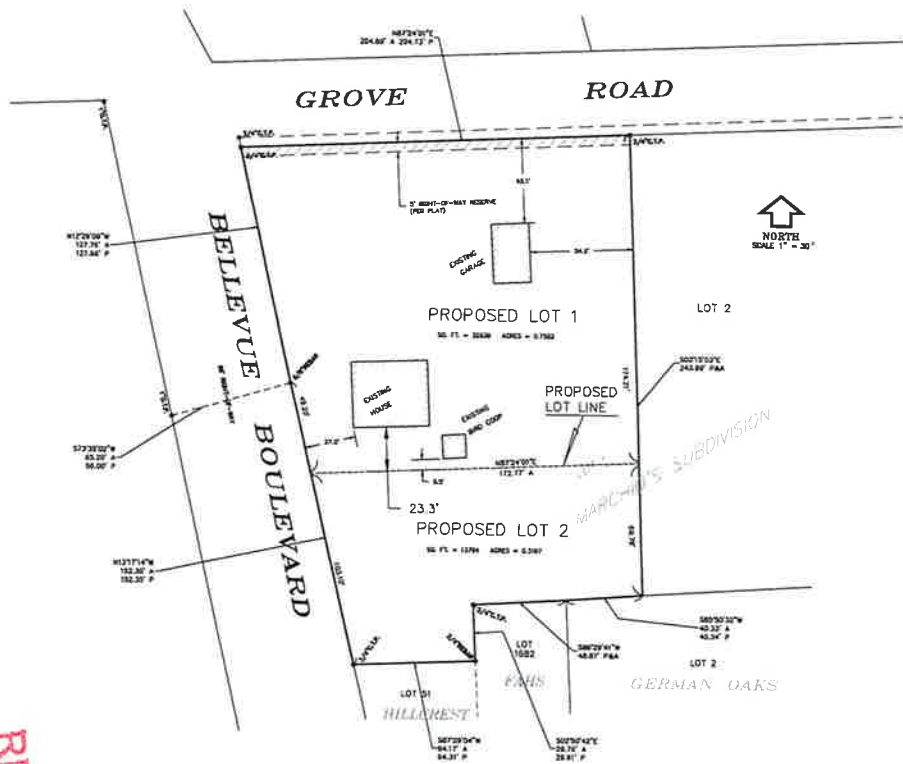
SHANE BAKER, L.C. #LS 1711 _____ DATE _____

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

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/ENGINEER _____

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

RECEIVED
 SEP 24 2021
 PLANNING DEPT.



LEGEND

△ - SET 5/8" IRON W/CP (I.A.S.)	SDA - IRON SPLIT JOINT
● - FOUND SURVEY POINT	CP - 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	I.A.S. - ILLINOIS NOTES 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, 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 MARCHIO'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.

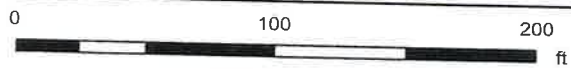
Sincerely,

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





Map Scale 1: 1128

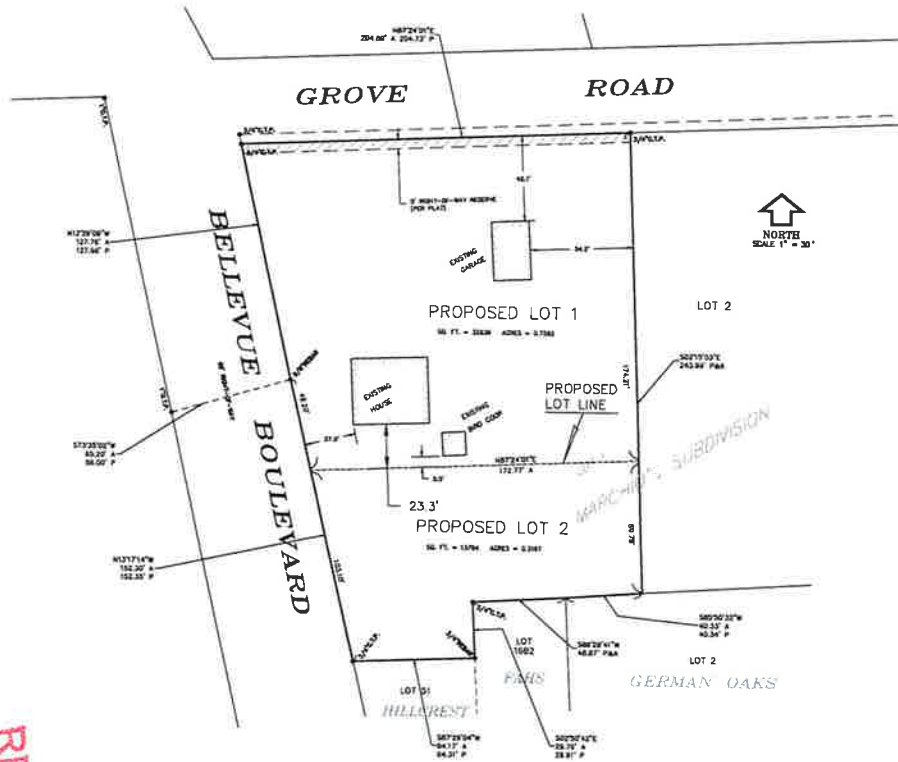
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.



Notes



RECEIVED
 SEP 24 2021
 PLANNING DEPT.



LEGEND

△ - SET 5/8" IRON W/ CAP (I.A.D.)	S.C. - IRON SMALL NAIL
○ - FOUND SURVEY POINT	T.C. - CHISELED "X" IN CONCRETE
△ - TRANSIT CONTROL POINT (T.C.P.)	P - PLAT DISTANCE
△ (1" LINE) - CONTROL POINT (I.A.D.)	A - ACTUAL DISTANCE
C.P. - 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

3552 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: WAG
 CHECKED BY: SWS
 CREW:

SHEET NO.
 1

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.

REVISIONS	
NO.	DESCRIPTION

PROJECT NO.

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:

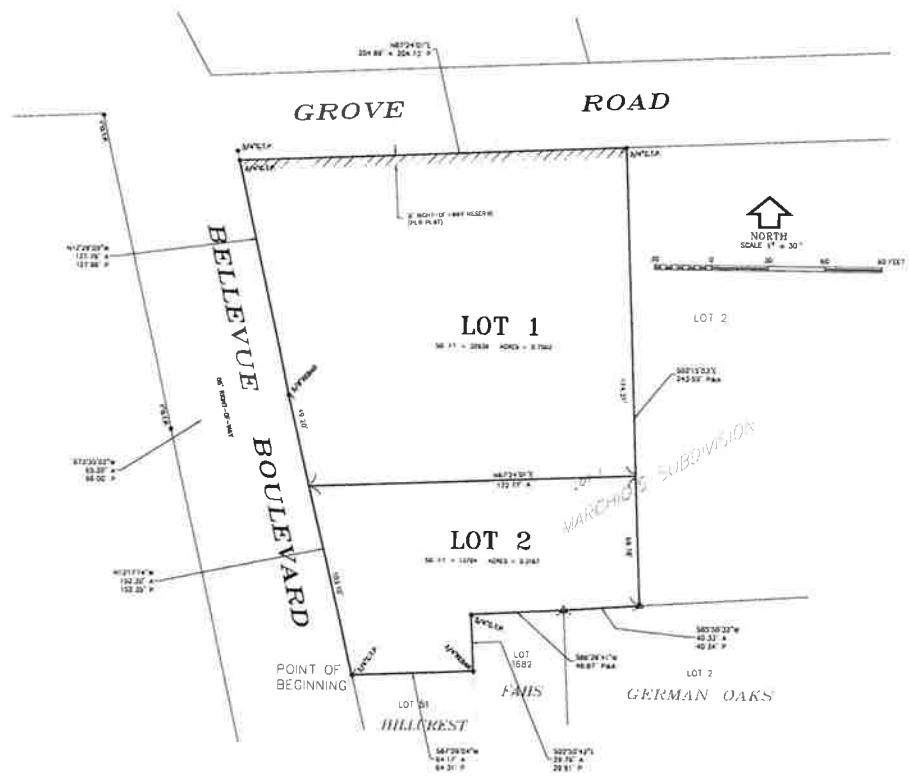
DRAWN BY: WAW

CHECKED BY: SRB

CREW:



SHEET NO. 1



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 TO BE HEREBY GRANTED A TELEVISION SYSTEM TO THE DRAWN
PUBLIC POWER DISTRICT AND TELEVISION AND CABLE COMPANIES WHICH ARE HEREBY
GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE
SUBDIVIDED THEIR SUCCESSORS AND ASSIGNS, TO LAY, INSTALL, MAINTAIN, REPAIR
AND RENEW POLES, WIRING, CABLES AND OTHER APPROPRIATE 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 SOUNDS OF ALL KINDS AND THE RECEIVING THEREOF,
INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEPTION ON
OVER, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND MEASURING
ALL FEET SAID WIDE BOUNDARY LINES AND AN EIGHT (8) FOOT WIDE STRIP OF LAND
ADJUTING THE WIDE BOUNDARY LINES OF ALL LOTS, NO PERMANENT BUILDINGS, STRUCTURES
OR OTHER IMPROVEMENTS SHALL BE PLACED IN THE SAID EIGHT FOOT WIDE STRIP
AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE ADDRESS AND
USES 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____
WAPOR 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 15°17'41" WEST ON THE WEST LINE OF SAID LOT 1, A DISTANCE OF 102.30 FEET; THENCE NORTH-
12°39'08" 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°24'42" EAST ON THE
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1, A DISTANCE OF 8.79 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTHERLY ON THE SOUTH LINE OF SAID LOT 1, THE BEAT 4 CORNER, SOUTH
85°22'22" W, 45.22 FEET; SOUTH 80°04'41" WEST, 44.72 FEET; SOUTH 87°00'42" WEST, 29.79 FEET; SOUTH 87°00'42" 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
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ACT AND DEED.

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 _____

LEGEND

○ - SET 3/4" BEAM N/W/CP (LAND)	S.D.H. - STAP DRILL HOLE
● - FOUND SURVEY POINT	○ - CHISELED "M" IN CONCRETE
○ - TURNPIKE CORNER POINT (C.C.P.)	— PLAT DISTANCE
○ - 1/2" LANGUISHING SPIKE (LAND)	— ACTUAL DISTANCE
○ - CORNER TOP IRN	— REQUIRED DISTANCE
○ - CORNER TOP PPE	— COMPUTED DISTANCE
○ - 1/2" x 1/2" CP	— WELDED WIRE CINDERBLOC

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: 12/21/2021

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.

REVISIONS	
NO.	DESCRIPTION

PROJECT NO.

DATE	BY

EHRHART GRIFFIN & ASSOCIATES

3552 Farnam Street
Omaha, Nebraska 68131
402.735.1631

- ENGINEERING
- PLANNING
- LAND SURVEYING

MARCHIO'S SUBDIVISION REPLAT 1

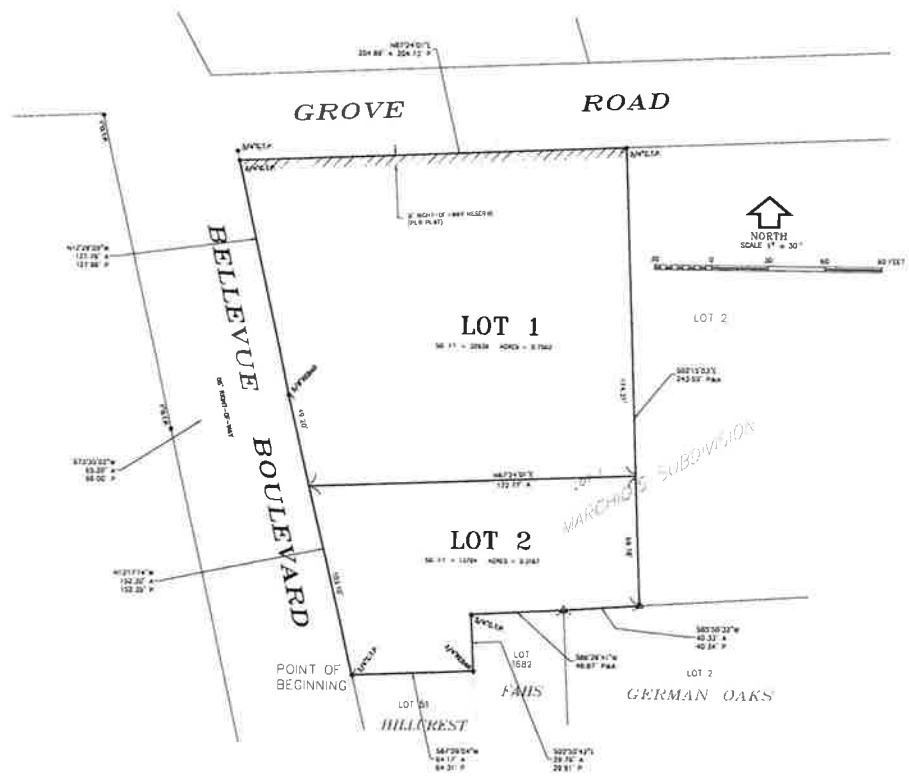
A SMALL SUBDIVISION
BELLEVUE, NEBRASKA

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

COUNTY TREASURER'S CERTIFICATE
THIS IS TO CERTIFY THAT I HAD NO RECORD OR SPECIAL TAXES DUE OR
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CERTIFICATE AND LISTED IN THIS REPLAT AS SHOWN BY THE RECORDS OF
THE OFFICE
COUNTY TREASURER
DATE



SHEET NO.
1



DEDICATION
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AND WE DO HEREBY GRANT AND APPROVE OF THE DEDICATION OF OUR PROPERTY AS
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PUBLIC POWER DISTRICT AND UTILITIES AND GAS COMPANIES WHICH ARE BEING
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AND RENEW POLES, WIRE, CABLES AND/OR CABLES AND ANCHORS, CABLES, CONDUITS
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OR OTHER STRUCTURES SHALL BE PLACED IN THE SAID EASEMENT STRIPS, BUT
THE SAME MAY BE USED FOR GRASSES, SHRUBS, LANDSCAPING, FLOWERS, ORNAMENTALS,
USES OR RIGHTS HEREIN GRANTED.

ACKNOWLEDGEMENT OF NOTARY
STATE OF NEBRASKA
COUNTY OF _____
ON THIS _____ DAY OF _____ 20____
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, SOLY QUALIFIED AND COMMISSIONED IN
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NOTARY PUBLIC
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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 _____

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 _____

APPROVAL OF BELLEVUE PLANNING COMMISSION
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PLANNING COMMISSION
THIS _____ DAY OF _____ 20____
BELLEVUE PLANNING COMMISSIONER _____

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COUNTY TREASURER
DATE

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12°39'08" 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°24'18" 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°01'18" 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 BEAT 4 CORNER, SOUTH
85°20'22" W, 45.22 FEET; SOUTH 80°04'41" WEST, 44.77 FEET; SOUTH 87°00'48" WEST, 84.17 FEET TO THE POINT OF BEGINNING.

LEGEND

○ - SET 3/4" BEAM N/100P (LAND)	S.D.H. - STAP DRILL HOLE
● - FOUND SURVEY POINT	○ - CHISELED "M" IN CONCRETE
△ - TEMPORARY SURVEY POINT (T.C.P.)	□ - PLAT DISTANCE
○ - 1/2" LANGSPRIG SPIKE (DIAG.)	— - ACTUAL DISTANCE
○ - CORNER TOP IRN	○ - REQUIRED DISTANCE
○ - CORNER TOP PPE	○ - COMPUTED DISTANCE
○ - 1/2" & 3/4" CP	U.N.D. - UNDETERMINED OVERSIGHT

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

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11b.
12/21/2021

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 Robbins
[Signature]
[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

1682B

RS-84

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

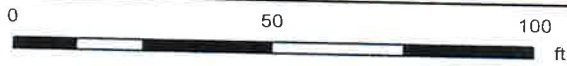


Notes





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

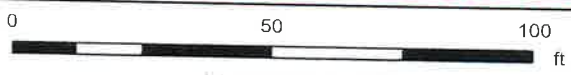
RECEIVED
SEP 22 2021
PLANNING DEPT.

16B2B

RS-84

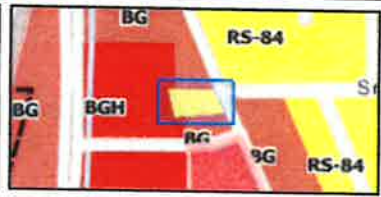
3

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



Map Scale 1: 564

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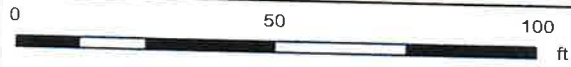


Notes





Esri, Inc. City of Naperville, 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: 12/21/2021

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11c.
12/21/2021

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

SUBJECT:

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

SYNOPSIS/BACKGROUND:

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

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and Planning Commission have recommended denial.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Byrd Robbins
[Signature]

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

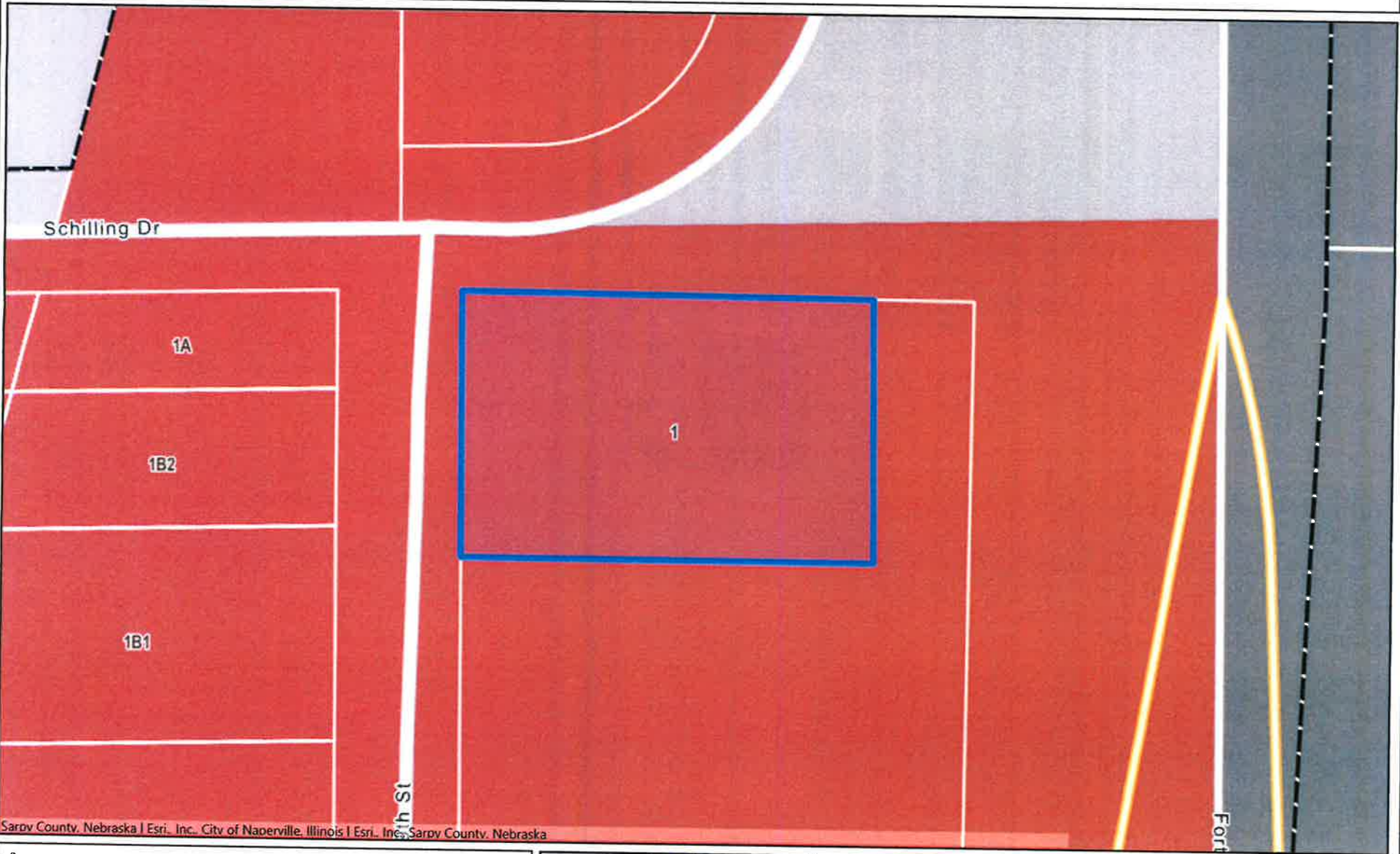
VII. COPIES OF REPORT TO:

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

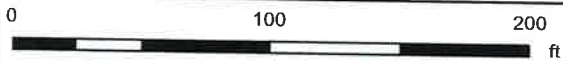
Assistant Planning Manager

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





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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 !!!

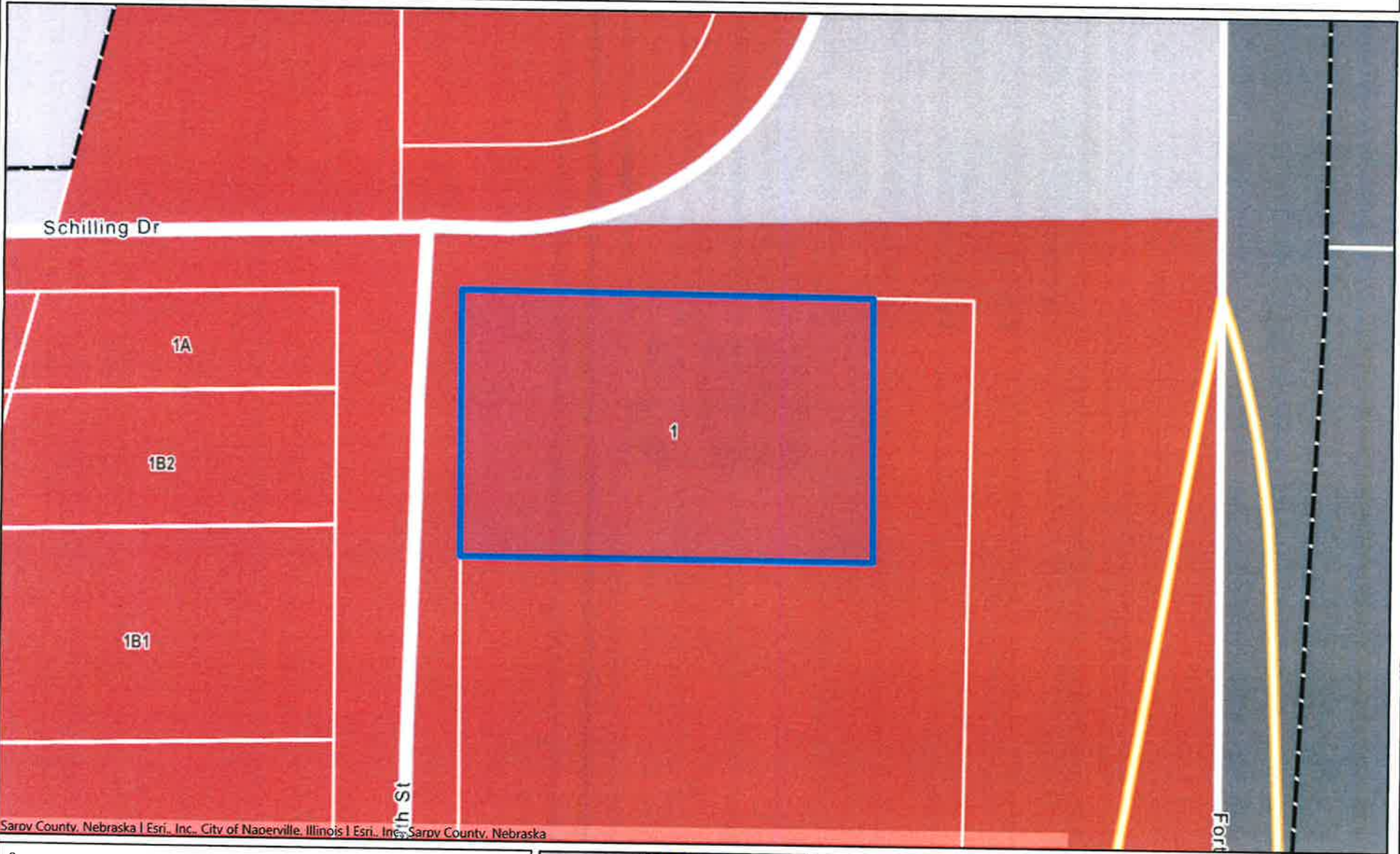


**Welcome to Aksarben
Fence & Gate**

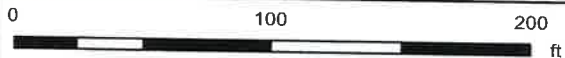
Aksarben Fence & Gate is family owned and locally operated. We are the leader in customer oriented fence installation. We offer a variety of both residential and commercial fencing options in an array of styles sure to delight for years to come. Aksarben Fence and Gate services Omaha and the greater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



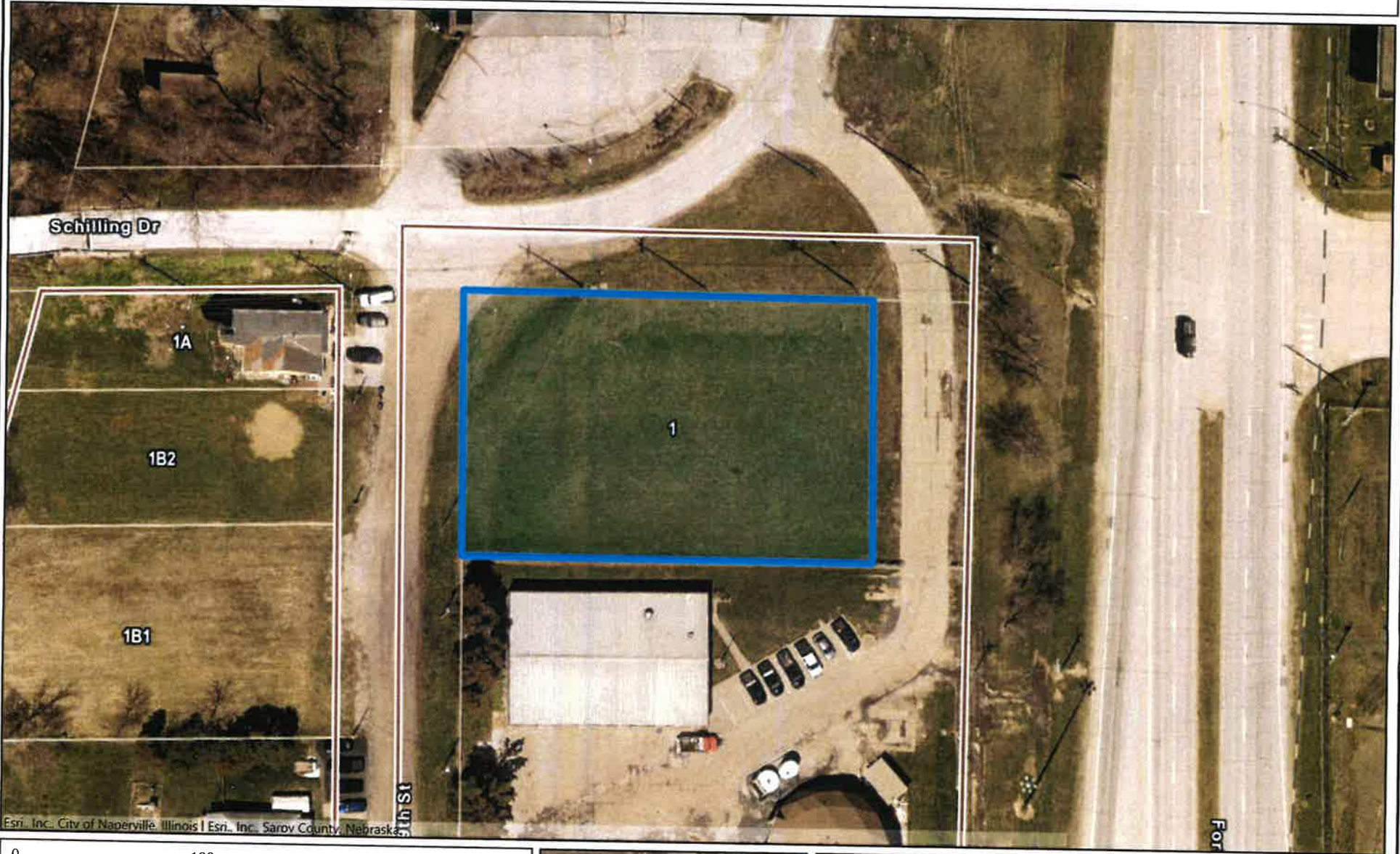
Map Scale 1: 1128

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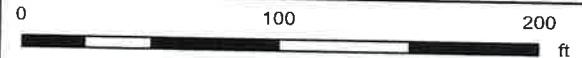


Notes





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Map Scale 1: 1128

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Notes



ORDINANCE NO. 4065

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 3619 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 12809 SOUTH 9TH STREET, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

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

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

(Aksarben Fence and Gate. Inc.)

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

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

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

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: 11/16/2021
Second Reading: 12/7/2021
Third Reading: 12/21/2021

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11d.
12/21/2021

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:

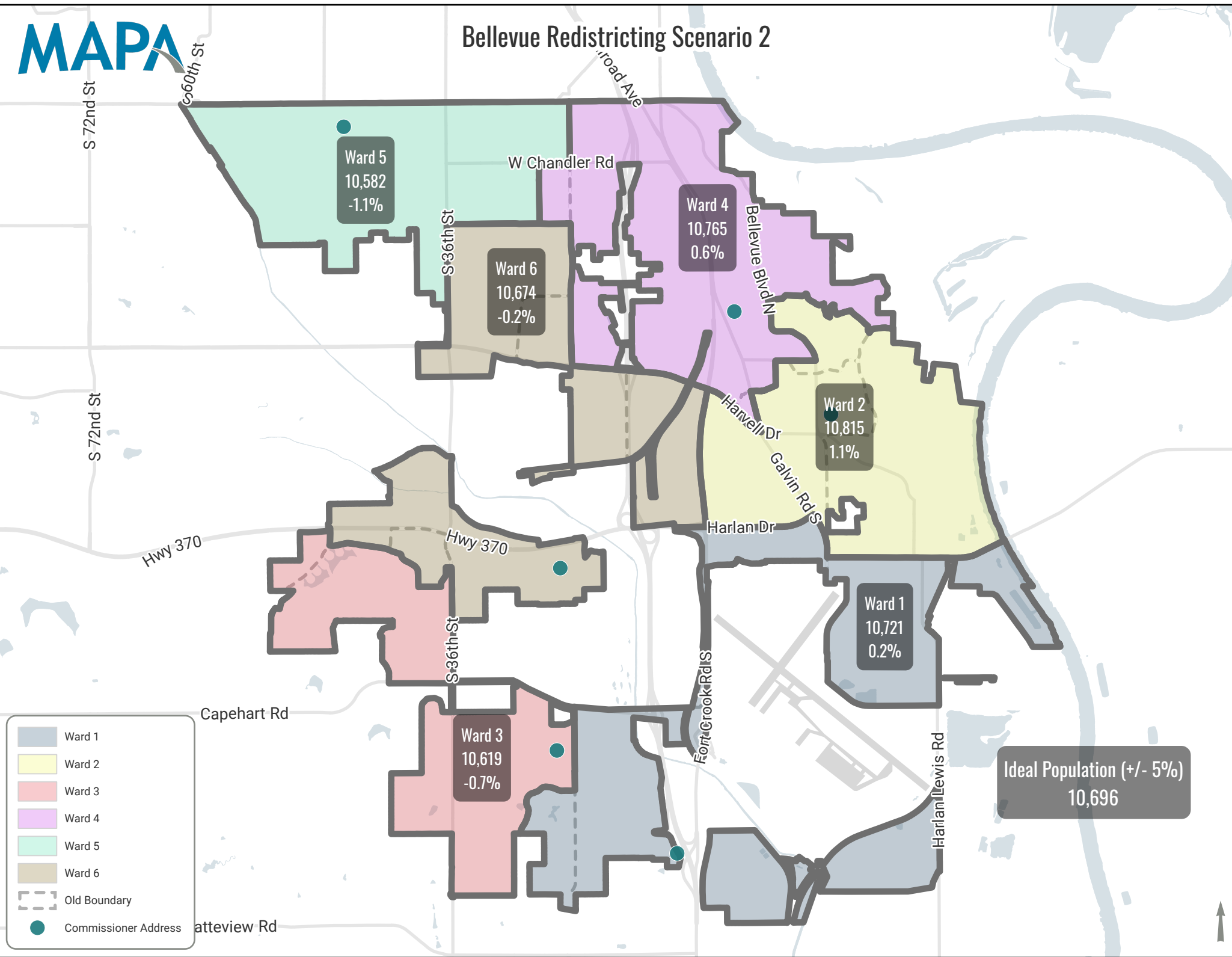
LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. B. Rubin
[Signature]
[Signature]

Bellevue Redistricting Scenario 2



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

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



Legend:

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

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: 12/21/2021

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12a. & 12a1.
12/21/2021

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 7-11 A, 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: 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. Planning Commission Recommendation Sheet | 2. Staff Report | 3. Rezoning Ordinance |
| 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. Robinson
Tammi Palm

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

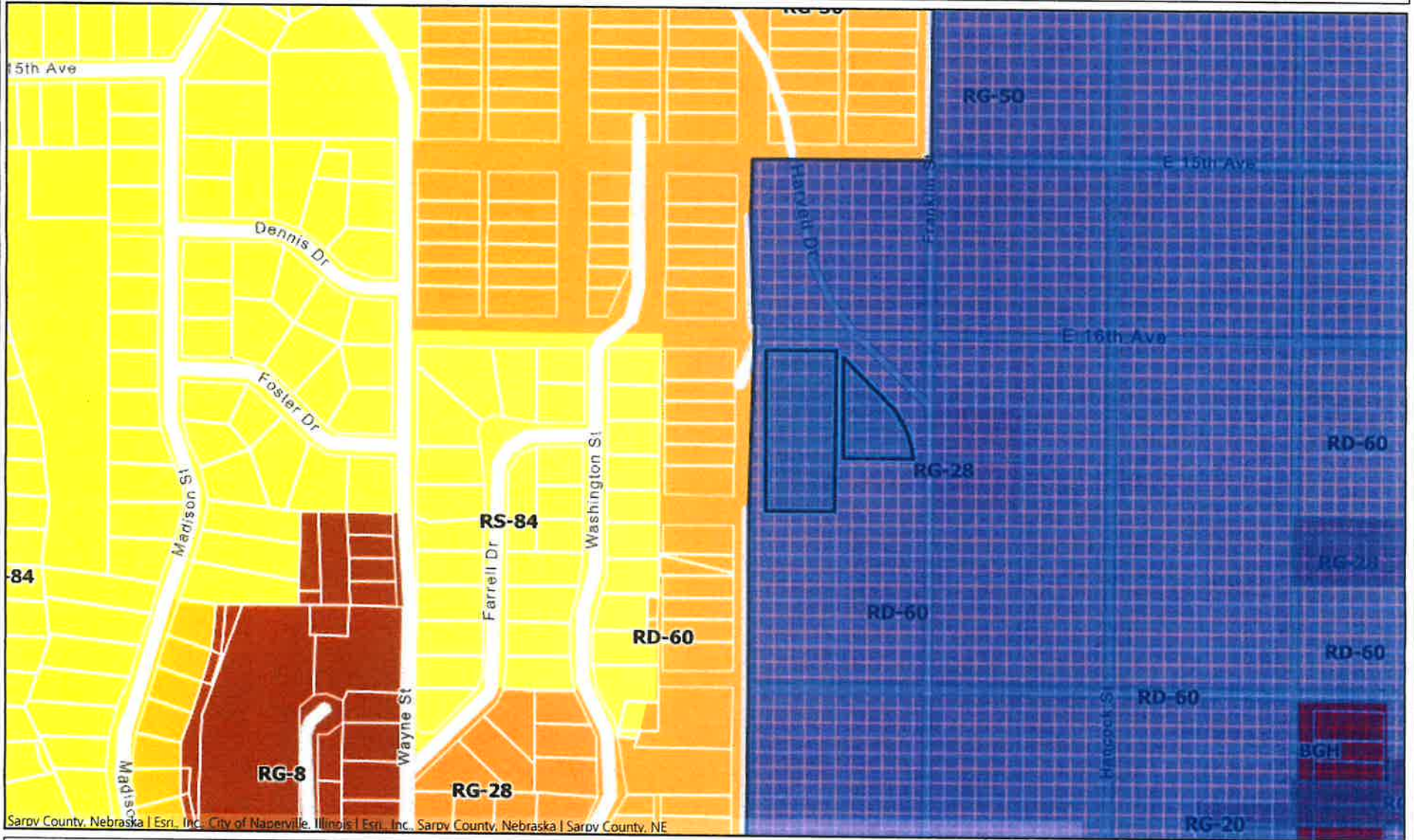
Sammi R. Palm

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

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

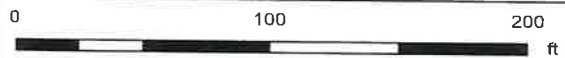


Notes





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



Map Scale 1: 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



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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

RECEIVED

NOV 15 2021

PLANNING DEPT.

SURVEYOR: RDH/DCH
DRAWN: RDM
DATE: 10/30/21
11/02/21

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, THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY OF HARVELL DRIVE ALONG THE FOLLOWING TWO COURSES: 1) S40°39'36"E, 144.56 FEET 2) SOUTHERLY ALONG 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, 145.81 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 THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CROSS ARMS, DOWN GUYS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE 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 AND THEIR RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING ALL PERIMETER SUBDIVISION BOUNDARY LINES NO PERMANENT BUILDINGS, TREES, RETAINING WALL OR LOOSE ROCK SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OF RIGHTS HEREIN 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

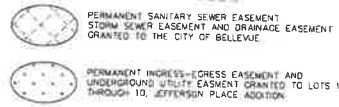
Jefferson Street

Jefferson Street

Franklin Street

Harvell Dr.

16th Avenue



Chord Bearing
S19°00'30"E, 130.94'
Radius = 175.00'
Arc = 134.21'



ALL ANGLE ARE IN DEGREES
UNLESS NOTED OTHERWISE
DIMENSIONS IN PARENTHESES
RELATE TO EASEMENTS
• - PINS FOUND/REMARKS (PINS AS NOTED)
• - PINS SET/REMARK (PINS AC 373)

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 _____ BLOCK _____ SARPY COUNTY TREASURER

11/15/21 10:45 AM - 11/15/21 10:45 AM - 11/15/21 10:45 AM - 11/15/21 10:45 AM - 11/15/21 10:45 AM

JEFFERSON PLACE ADDITION

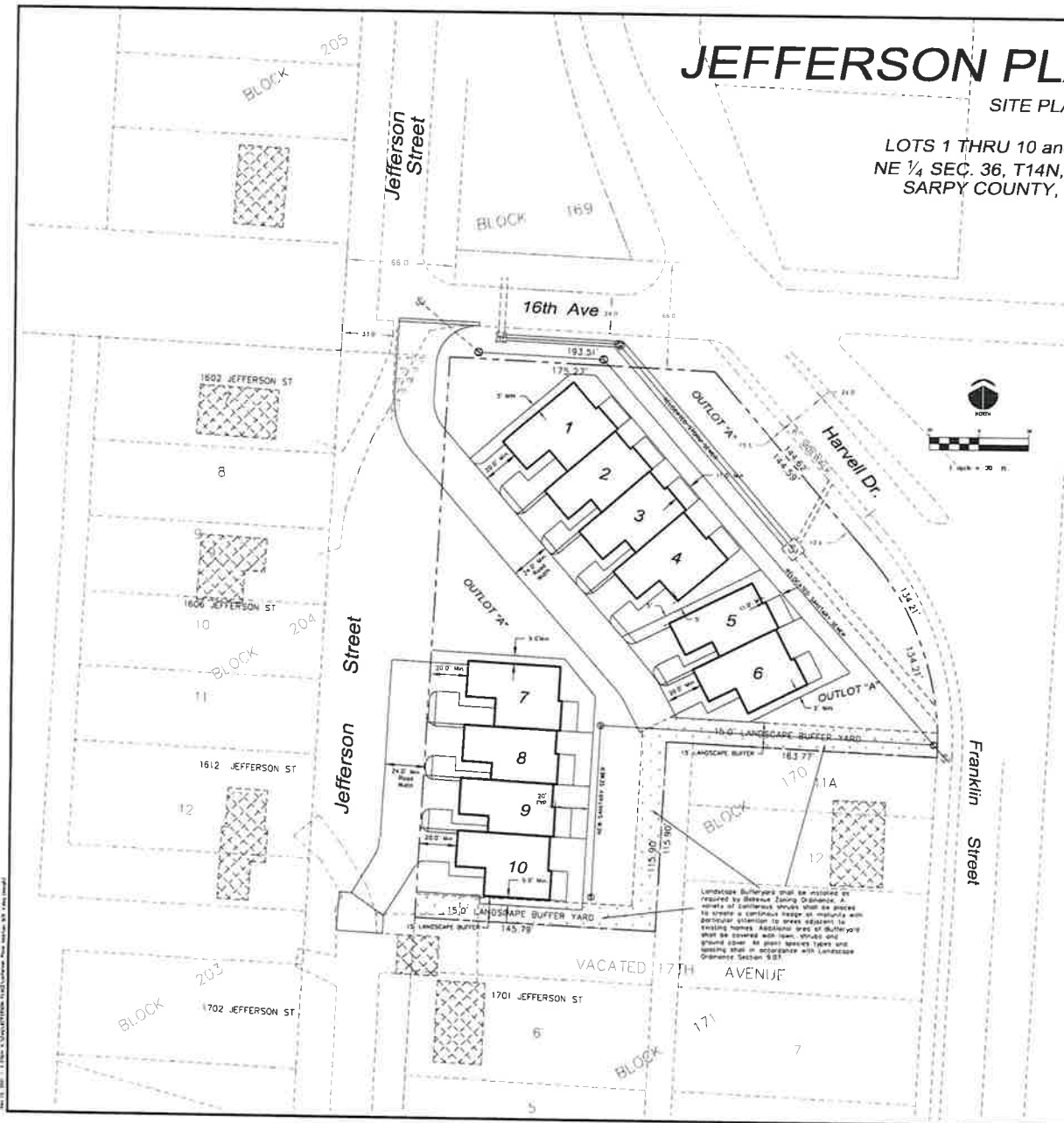
SITE PLAN

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.



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

SITE AREA 74,838 SQUARE FEET ±

SURVEY: N8000438
DRAWN: RDH
DATE: 10/13/21
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 P.L.A. 3

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





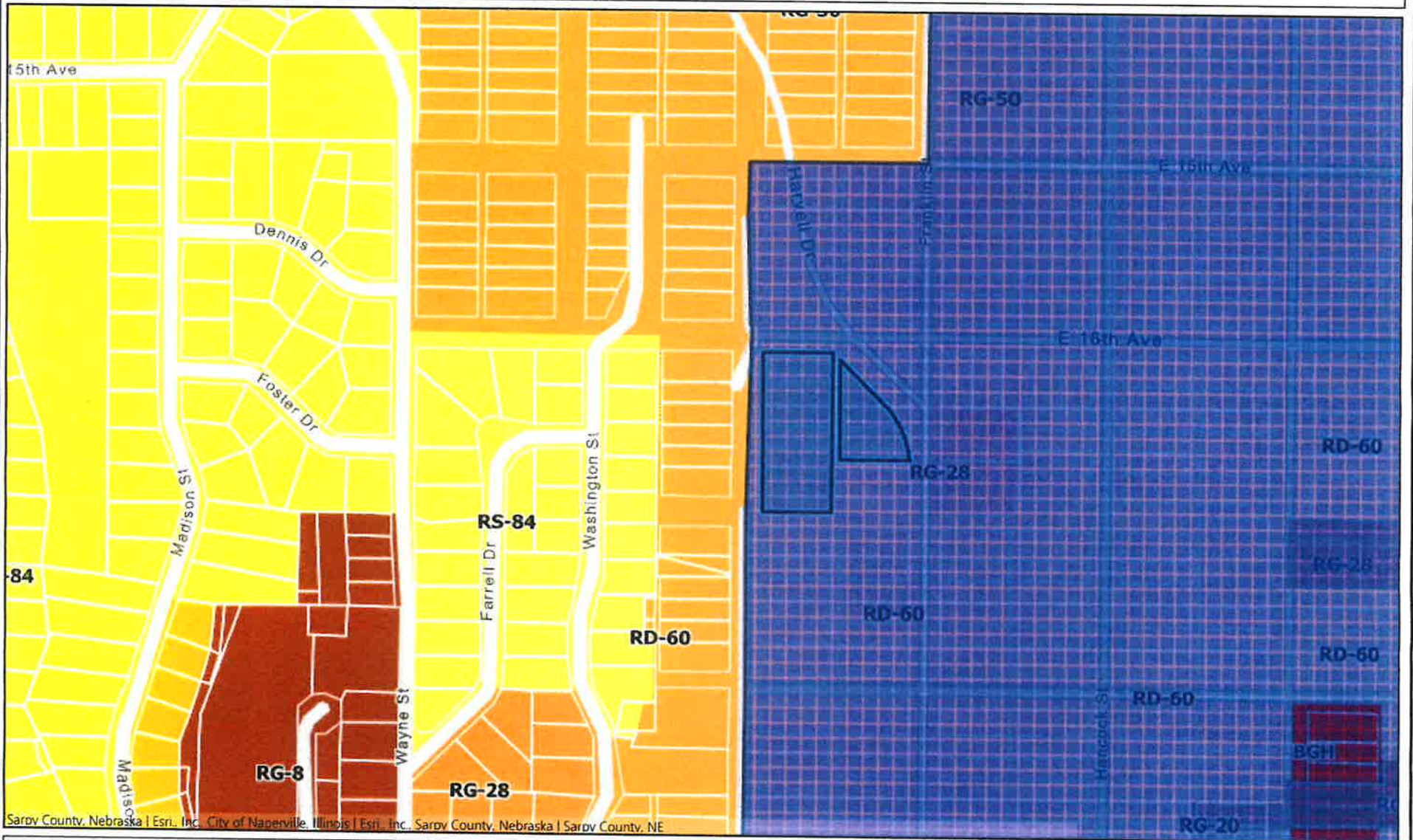




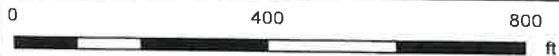








Sarpy County, Nebraska | Esri, Inc. City of Naperville, Illinois | Esri, Inc. Sarpy County, Nebraska | Sarpy County, NE



Map Scale 1: 4514

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



Notes





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



Map Scale 1: 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



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.

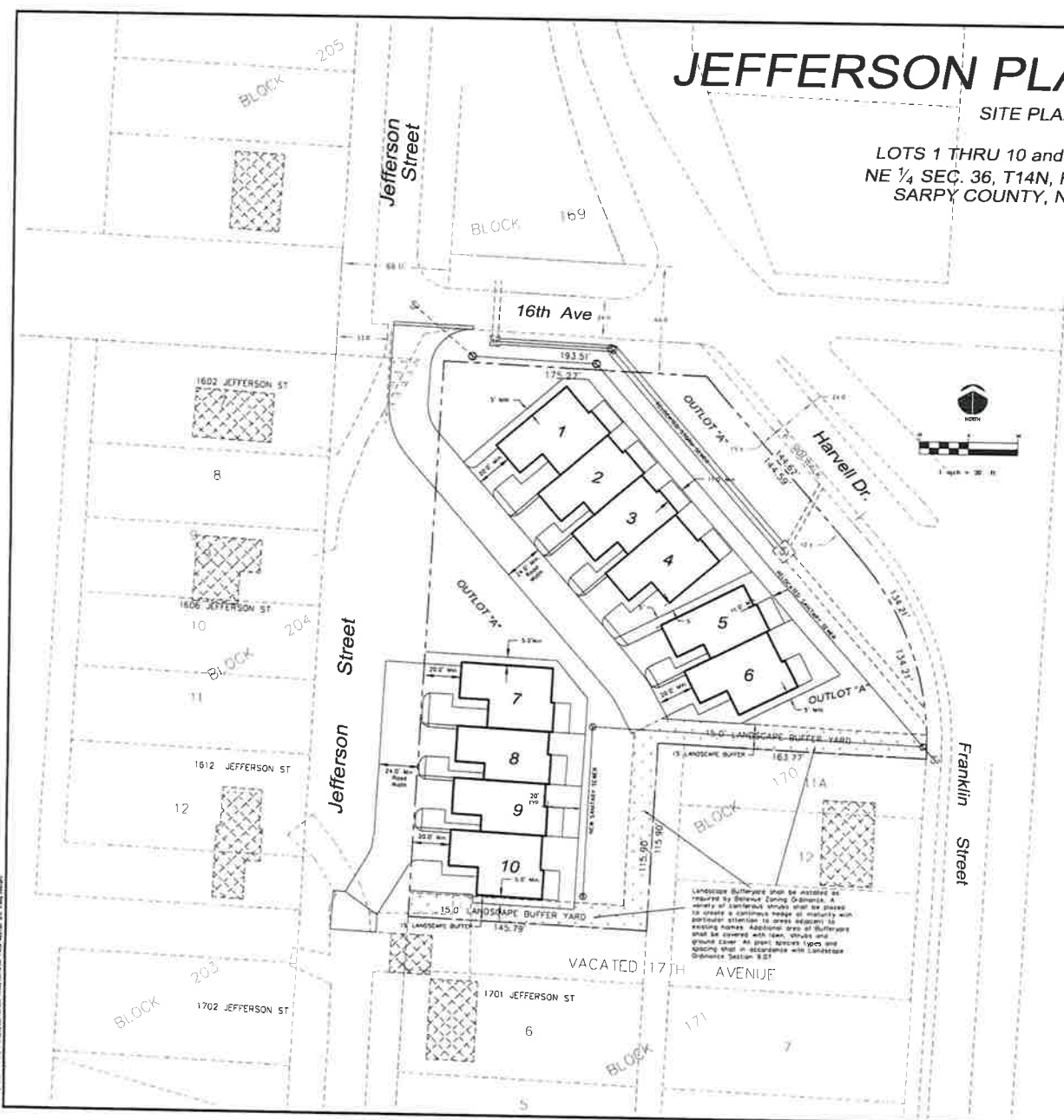
SURVEY RECORD # 18-0000000000
DRAWN RDM
DATE: 10/20/21
11/05/21
11/05/21

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 ±

SCALE: 1/8" = 30' (SEE NOTE 1)

RECEIVED
NOV 15 2021

PLANNING DEPT.

SURVEY RECORDS
DRAWN: RDM
DATE: 10/20/21
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.) 54°39'36"E, 144.56 FEET 2.) SOUTHERLY ALONG A CURVE TO THE RIGHT RADIUS 175.00 FEET, ARC 134.21 FEET, CHORD BEARING S19°00'30"E, 130.94 FEET TO THE SOUTHEAST 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 PERIMETER 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

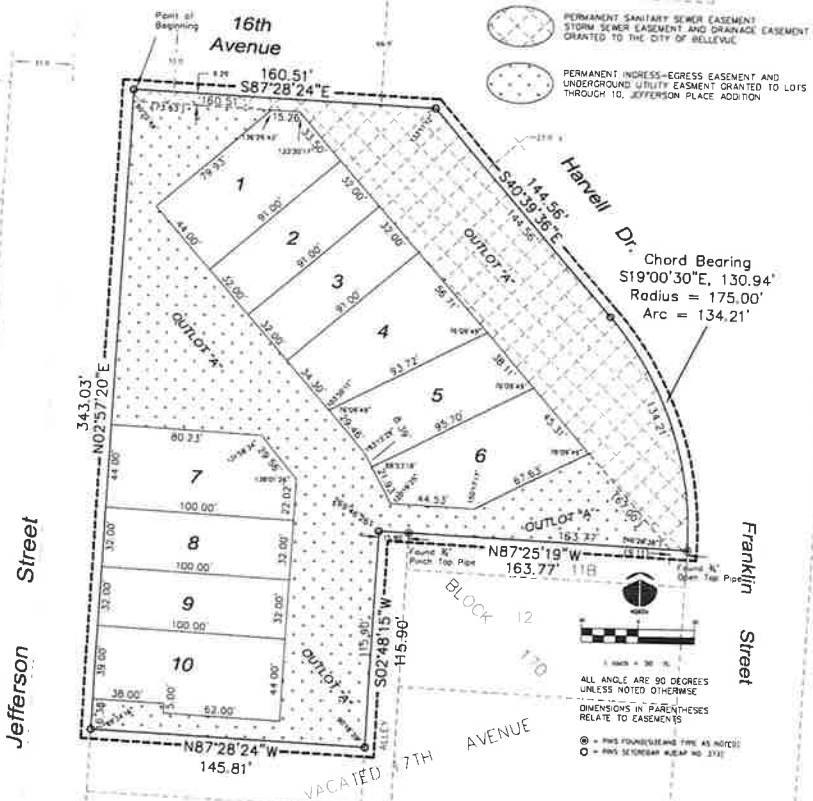
THIS PLAT OF "JEFFERSON PLACE ADDITION" WAS APPROVED BY THE BELLEVUE CITY COUNCIL THIS _____ DAY OF _____ 20____. THIS PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN NINETY (90) DAYS OF THE ABOVE DATE.

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 _____
BLOCK _____
SARPY COUNTY TREASURER _____

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



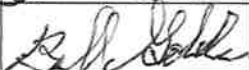
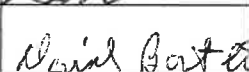
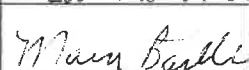
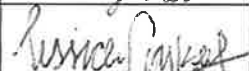
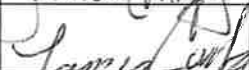
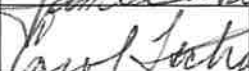
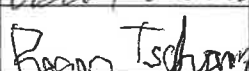
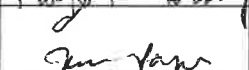
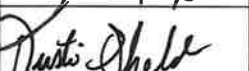
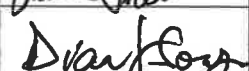

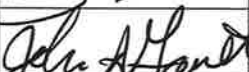
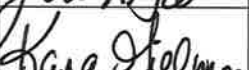
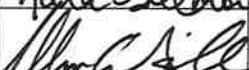
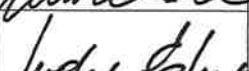

City Clerk

Mayor

First Reading: 12/07/2021
Second Reading: 12/21/2021
Third Reading: _____

Petition to Bellevue City Council

We, the undersigned, petition the Bellevue City Council to deny the Rezoning and Redevelopment Plan for the Jefferson Place Addition.

Name	Address	Signature
Tony Boyd	1701 Jefferson St	
Connie Golden	1712 Franklin St	
Bill Golden	1712 Franklin St	
David Bartlett	111 W 18 Ave	
Mary Bartlett	111 W 18 Ave	
JESSICA CONKEY	1706 FRANKLIN ST	
JAMES CONKEY	1706 FRANKLIN ST	
Carol Tschamp-Diering	1700 Franklin St	
Roger Tschamp-Diering	1700 Franklin St.	
Jim Pape	1801 FRANKLIN ST	
Dustin Sheldon	1710 Franklin St.	
Diana Souza	1702 Franklin St	
Shannon Surs	1612 Franklin St	
John A. Gant	1703 FRANKLIN ST	
KARA GILLMORE	1707 Franklin St.	
William Gillmore	1707 Franklin St	
Judy Eby	1504 Jefferson	
ED EBY	1504 JEFFERSON	
Number of signatures on page		18

RECEIVED

DEC 15 2021

Page of

CITY CLERK

We, the undersigned, petition the Bellevue City Council to deny the Rezoning and Redevelopment Plan for the Jefferson Place Addition.

Name	Address	Signature
Tony	1602 ^{JEFFERSON} BELLEVUE	[Signature]
M. Bass	1606 Jefferson St	[Signature]
Pathy Mitchell	1708 Franklin St.	[Signature]
Matt Griffith	1701 Franklin St	[Signature]
Maddy Pankow	1711 Franklin St.	Madalyn Gots
KEITH AUBERS	1712 HANCOCK ST	[Signature]
Patricia Rieple	1204 Bellevue Blvd S	Patricia Rieple
James Whelan	1802 Hancock St	[Signature]
BRIAN BARABE	101 E 16 th Ave	[Signature]
JOHN R AGODIN	103 E 16 th AVE	[Signature]
MARTI MRAMOR	101 E 16TH	Marti Mramor
Allison Bentz	107 E 16th	Allison Bentz
Danae Friejo	1512 Franklin St	[Signature]
Laurel Tibb	415 105 E 16th	[Signature]
Kim Mach	110 W 18th Ave	[Signature]
PAUL RUGIER	208 OAKRIDGE CT.	[Signature]
David Barger	1807 Franklin St.	[Signature]
Tammy Barger	1807 Franklin St	[Signature]
Judy Christerson	1807 Franklin St	[Signature]
Sheryl Rodden	1805 Franklin St.	[Signature]



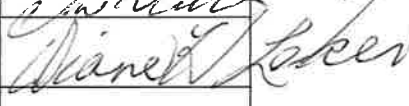
RECEIVED
 DEC 15 2021
 CITY CLERK

Number of signatures on page _____

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Petition to Bellevue City Council

We, the undersigned, petition the Bellevue City Council to deny the Rezoning and Redevelopment Plan for the Jefferson Place Addition.

Name	Address	Signature
Erica Powell	1621 Jefferson St Bellevue, NE 98005	
David Collins	1702 Jefferson	
Quinn Leikow	1702 Jefferson	
Number of signatures on page		

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DATE: December 19, 2021
TO: City of Bellevue – City Councilmembers
**RE: Regulatory and Environmental Compliance Assessment:
Ordinance No. 4068 – Request for Tax Increment Financing (TIF) and Rezoning for Proposed
Jefferson Place Redevelopment Plan**

City of Bellevue Councilmembers,

The purpose of this letter is to provide the City of Bellevue, City Councilmembers, with an assessment of whether the proposed Ordinance No. 4068, Request for Tax Increment Financing (TIF) and Rezoning for Proposed Jefferson Place Redevelopment Plan, based on the duties and responsibilities of the City Council, should be approved or denied based on: 1) proper and full accounting of applicant's Tax Increment Financing (TIF) request "as is", 2) proper and full accounting and assessment of cumulative redevelopment profitability, 3) consistency with existing zoning, 4) consistency and compliance with the City of Bellevue Comprehensive Plan (March 2021), 5) due diligence consideration of unaccounted for risks and costs to the City of Bellevue and its taxpayers, and 6) affected landowner sentiment.

Personal Background

Although I have introduced myself to a few City Councilmembers, it is important to briefly understand my relevant background and professional experience that support the objectivity this assessment. I currently serve as a Senior Program Director for a major, international, engineering and environmental consulting firm. I have 35 years of experience supporting all types of developers – including major oil and gas (Energy Transfer Partners, TransCanada, Kinder Morgan, Northern Natural Gas, etc.), electric transmission line, hydroelectric power, renewable energy, big box stores (Wal-Mart), highway, and housing development clients – with comprehensive federal, state, regional, county, and local environmental planning, permitting, impact assessment, mitigation planning, and construction compliance training and inspection programs. In this role, I am responsible based on my professionalism and code of ethics to prepare technical surveys and reports, environmental assessments, alternatives analyses, and cumulative impact analyses that are objective, unbiased, and legally defensible. The majority of this work requires public involvement and regulatory agency approvals at all regulatory levels, including under the heavily scrutinized National Environmental Policy Act (NEPA), and therefore must be in full compliance and consistent with all applicable regulations, ordinances, and guidance documents (policies). In addition, I have frequently served as an expert witness responsible for expert reports and written and oral testimony, and have successfully defended my developer clients on highly controversial and scrutinized projects against permit appeals and lawsuits before development public utility commissions, environmental hearing boards, and associated Administrative Law Judges, nationwide.

Assessment Perspective

Accordingly, I am not a "NIMBY" (not in my back yard), as I fully understand that development, including the development of housing diversity in the City of Bellevue, is essential to ensure a strong and competent infrastructure and economy. However, having "seen it all" across my career, I also

understand a proposed development must be properly balanced with full consideration of its impact on the physical, chemical, natural, and cultural resources and the human environment, and in full compliance with all applicable regulations.

Having said that, as a resident, taxpayer, and registered voter in the City of Bellevue, I prepared this assessment because I initially perceived the proposed Jefferson Place Redevelopment Plan as not making “common sense.” After conducting the limited high-level research and assessment presented herein, I now understand why that is the case due to numerous underestimates or overlooked issues and concerns that meaningfully and materially affect the planned development, the developer, the City of Bellevue, and affected residents.

Assessment Extent

As I have had somewhat limited time and resources since the first reading of the proposed Ordinance No. 4068 on December 7, 2021, this assessment is commensurately limited to a high-level analysis. **If interested, allowable, and warranted, I am open to meeting with the City Councilmembers to provide additional insight and analysis prior to the City Council vote on the proposed Ordinance No. 4068 on January 18, 2021.**

Executive Summary

As the following high-level assessment is still fairly lengthy, **I herein provide an Executive Summary of findings for the convenience of the City Councilmembers.**

Regarding the proposed Ordinance No. 4068 – Request for Tax Increment Financing (TIF) and Rezoning for Proposed Jefferson Place Redevelopment Plan:

1. The applicant’s *Exhibit “B” – Estimated TIF Eligible Civil Site Cost Detail* is incorrect “as is,” and furthermore does not account for (substantially or significantly underestimates) developer costs associated with numerous overlooked physical site constraints and regulatory compliance issues and concerns, and therefore cannot be approved “as is” based on this reason alone.
2. The applicant’s overall project accounting demonstrates the proposed project is not financially viable “as is,” and furthermore does not account for (substantially or significantly underestimates) developer costs associated with numerous overlooked physical site constraints and regulatory compliance issues and concerns, and therefore cannot be approved “as is” based on this reason alone.
3. The applicant’s proposed development plan does not identify or account for additional potential construction-period and long-term actions and costs that would be borne directly by the City of Bellevue to further subsidize construction and operation of the planned subdivision, and therefore is not prudent or suitable to approve “as is.”
4. The applicant’s proposed development plan is not consistent with the current zoning designation and zoning map presented in the current Comprehensive Plan (March 2021), and therefore *by definition* requires a *discretionary rezoning decision* to override current designations and enact a *significant change in zoning* (planned subdivision).
5. The applicant’s selected site for the proposed planned subdivision is not the best alternative that is most consistent with Comprehensive Plan policies, current community character, and best use of the existing conditions of the subject parcel, *(as well as is not the Least*

Environmentally Damaging Practicable Alternative [LEDPA] pursuant to United States Army Corps of Engineers regulations and NEPA guidelines and precedent), and therefore should not (or very likely would not) be approved “as is.”

6. The applicant’s proposed planned subdivision is unanimously opposed by the local affected residents, as well as is surrounded by controversy, and therefore is not prudent to be approved “as is” based on this reason alone.
7. Based on, but not limited to, the foregoing conclusions, City Council approval of Ordinance No. 4068 is likely not an approvable or legally defensible decision, and also raises substantive risk to the City of Bellevue and its officials related to optics, reputation, and unaccounted for actions and costs, including legal defense in the face of potential appeal(s) or lawsuit(s).

Assessment of Proposed Ordinance No. 4068 – Jefferson Place Redevelopment Plan

1) Proper and full accounting of applicant’s Tax Increment Financing (TIF) request “as is”

The applicant’s *Exhibit “B” – Estimated TIF Eligible Civil Site Cost Detail* is incorrect “as is,” as was noted by two City Planning Department representatives (who also voted “No”) and documented in the City Planning Department meeting minutes for the public meeting on the TIF request and Jefferson Place Redevelopment Plan held on November 18, 2021. Therefore, the proposal cannot be approved “as is” based on this reason alone.

In addition, the applicant’s *Exhibit “B” – Estimated TIF Eligible Civil Site Cost Detail* (totaling \$536,048) and estimated TIF uses table (totaling \$860,048) are incomplete “as is,” because they do not account for potential (substantially or significantly underestimates) developer costs associated with numerous overlooked physical site constraints and regulatory compliance issues and concerns, and therefore cannot be approved “as is” based on this reason alone.

For brevity, the following provides a bulleted list of the potential missing developer costs organized by major topic of concern:

Watershed and Stormwater Resource Due Diligence and Permitting

Based on the well-known drainage and stormwater management (flooding) issues at and adjacent to the site (see Item 5), the following due diligence and permitting efforts likely are required to approve the proposed planned subdivision:

- Watershed Existing Conditions
 - Delineate Existing Sub-Watershed Boundaries, Acreage, and Stormwater Flow Path
 - Calculate Sub-Watershed Stormwater Volume (1-yr, 2-yr, 10-yr, 100-yr Rainfall Events)
 - Evaluate Proposed Stormwater Detention Basin Existing Conditions (drainage problems, including saturation, flooding, and restricted storm water holding capacity)
- Stormwater Management Planning and Permitting
 - Quantify Increased Impervious Surface and Stormwater Runoff Volume
 - Quantify Upstream Watershed Stormwater Runoff, Flooding, and Resulting Reduced Water-holding Capacity of Proposed Stormwater Detention Basin
 - Conduct Percolation Testing of Proposed Stormwater Detention Basin Soils – based on existing soil limitations and potential requirement to import suitable clean fill
 - Stormwater Detention Basin Design (Size Required) for 100-year Flood Event

- Prepare Notice of Intent and Stormwater Pollution Prevention Plan (SWPPP) pursuant to Section 402 of the Clean Water Act – National Pollutant Discharge Elimination System (NPDES) Program

Infrastructure Resource Due Diligence and Permitting

- Construction and Operation Roadway and Access Plans
 - Parking – during construction and permanent impacts during operation
 - Traffic and Public Access – during construction and permanent impacts during operation
 - Emergency Services Access – during construction and permanent impacts during operation
 - Future additional or cumulative efforts and costs required to address indirect project impacts, such as parking nuisance complaints, traffic accidents, traffic controls, and reduced stormwater basin water-holding capacity resulting in roadway flooding
- Public Utility Relocation
 - Due to limited and further reduced City of Bellevue public utility easement, and the logistics of taking two public utilities out of service, relocation of the sanitary sewer and stormwater pipeline must be done sequentially, and prior to planned subdivision site clearing/grading activities – thus requiring temporary stormwater detention basin and E&S controls to be designed and in place prior to site development, and extending the duration and cost of project construction
- Soil Restrictions for Construction and Development
 - Based on numerous soil limitations, a geotechnical study is warranted to determine the composition, strength, and suitability of soils – below the planned excavation depth and at the planned final site grade
 - Should geotechnical study determine native soils are not suitable for construction, foundations, or basements (as reported by the United States Department of Agriculture, Natural Resources Conservation Service [USDA-NRCS] soils data), then additional substantive cost would be required to import suitable clean fill. Such costs include, but are not limited to, research and identification of available clean fill sources, revisions to engineering design, calculation of required clean fill volume/cubic yards, importation the soils, and additional site development (clean fill placement, compaction, foundation excavation, extended construction period and labor costs)
 - Based on USDA-NRCS soils data, the affected soils have “very limited” suitability for dwellings with basements (see Item 5), thus requiring importation of a substantive volume/cubic feet of suitable clean fill or (if constructed without basements) reduce projected unit sale price and project profitability)

Natural Resource Due Diligence and Permitting

Given existing upslope and on-site conditions (see Item 5), including the presence of an existing, highly-incised watershed and drainage feature adjacent to the west side of South Harvell Road, it is possible the proposed development site (particularly the City of Bellevue public utility easement area) contains United States Army Corps of Engineers (USACE) federally-jurisdictional Water of the United States (WOTUS) and requires permits pursuant to Sections 404 and 401 of the Clean Water Act (CWA), which in turn triggers requirements for several additional federal and state permits, including, but not limited to, the following efforts and associated costs:

- Section 404 of the CWA Due Diligence and Permitting
 - Desktop Evaluation of Potential WOTUS
 - Wetland and Waterbody Determination and Delineation (Survey)
 - Assessment of Upstream Federal Nexus (Jurisdiction)
 - Approved Jurisdictional Determination Request to USACE-Omaha District
 - Application for a Section 404 of the Clean Water Act Permit, including:
 - WOTUS Impacts Best Management Practices and Compensatory Mitigation Plan
 - Alternatives Analysis conclusively demonstrating proposed action is the Least Environmentally Damaging Practicable Alternative (LEDPA)
 - Cumulative Impact Analysis
 - Application for Section 401 CWA Permit
- Endangered Species Act Due Diligence and Permitting
 - Federally Protected Plant and Wildlife Species Survey and Habitat Assessment Report
 - Endangered Species Act Consultation and Clearance from USACE and United States Fish and Wildlife Services (USFWS)
 - Bald and Golden Eagle Protection Act Consultation and Clearance from USFWS
 - Migratory Bird Treaty Act (MBTA) Consultation and Clearance from USFWS
 - MBTA Impact Avoidance and Minimization Plan
 - MBTA Permanent Habitat Impact Mitigation (Offset) Plan and Implementation
 - State Protected Species Due Diligence and Permitting
- Section 106 of the National Historic Preservation Act (NHPA) Due Diligence and Permitting
 - Desktop Archival Research of Cultural Resources (Archaeological and Historic Architectural Resources)
 - Phase I Cultural Resource Investigation of Archaeological and Architectural Resources (Survey and Report)
 - Archaeological Resource Impact Assessment and Mitigation Plan
 - Historic Architectural Resource Impact Assessment and Mitigation Plan, including Visual/Aesthetic Impacts on the Historic Landscape (evaluation of existing community character and landscape consisting of single-family housing in forested environment)
 - Section 106 NHPA Consultation and Clearance from the Nebraska State Historic Preservation Office

Therefore, the applicant's *Exhibit "B" – Estimated TIF Eligible Civil Site Cost Detail* (totaling \$536,048) and estimated TIF uses table (totaling \$860,048) are incorrect "as is", and furthermore do not account for (substantially or significantly underestimates) developer costs associated with the numerous overlooked physical site constraints and regulatory compliance issues and concerns noted above, and as such cannot be approved "as is" based on this reason alone.

2) Proper and full accounting and assessment of cumulative redevelopment profitability

Based on the City of Bellevue Memorandum 3.b. dated November 12, 2021, the developer provided specific project development costs and valuations supporting the conclusion that, with approval of eligible and requested TIF costs, the proposed planned subdivision would be financially viable (profitable). However, the applicant's profitability analysis does not "add up," as was noted by two City Planning Department representatives (who also voted "No") and documented in the City Planning

Department meeting minutes for the public meeting on the TIF request and Jefferson Place Redevelopment Plan held on November 18, 2021.

Specifically, the financial viability information provided states that the total cost of the development is \$4,000,000, whereas the combined value (TIF funding and projected unit sale price) of the development totals \$4,010,000 (\$3,150,000 unit sales + ~\$860,000 in TIF). This results in an extremely marginal project profitability (\$10,000 or 0.25%), which raises grave concern regarding the accuracy of the assessment, the ultimate profitability of the project, and the ability of the project to withstand any unforeseen issues or contingencies.

Therefore, the applicant's overall project accounting demonstrates the proposed project is not financially viable "as is," and furthermore does not account for (substantially or significantly underestimates) developer costs associated with numerous overlooked physical site constraints and regulatory compliance issues and concerns (identified in Item 1), and as such cannot be approved "as is" based on this reason alone.

3) Due diligence consideration of unaccounted costs and risks to the City of Bellevue

As noted in this letter (primarily Items 1 and 4), the applicant's proposed development plan does not identify or account for potential "hidden" costs and risks to the City of Bellevue. These potential actions and costs are primarily driven by the extraordinary effort and cost required to develop a site that, historically and currently, is not suitable for conventional residential development and thereby requires extraordinary effort and costs by the City of Bellevue to further subsidize the project. These potential actions and costs are individually substantive and cumulatively significant, and may include, but are not limited to:

- Federal and state resource due diligence and permitting efforts that may be deferred by the applicant and/or the responsibility of the City of Bellevue, including but not limited to, compliance pursuant to Sections 404 and 401 CWA, Endangered Species Act, Migratory Bird Treaty Act, Bald and Golden Eagle Protection Act, Section 106 NHPA, and Section 402 CWA-Stormwater Discharges Associated with Construction Activity (see Item 1).
- Contracting a traffic study and implementing required parking and traffic mitigations on City of Bellevue public roads, potentially including, but not limited to, restricted access, parking meters, reduced speed limits, reconfiguration of the three-way intersection (see Item 5), a traffic light at the three-way intersection, or other traffic controls, and legal defense in the event of traffic accidents resulting from the planned subdivision as approved by the City Council.
- Development and implementation of mitigation plans to accommodate temporary (during construction) interruption of existing stormwater sewer use/capacity in a known flood/drainage hazard area.
- Compensation for potential damages to private and public infrastructure in the event a heavy rainfall event occur during the temporary (during construction) relocation of the existing stormwater sewer system (when the system is out of service), and legal defense of any associated lawsuits.
- Increased cost of City of Bellevue logistics, operations, and maintenance related to the reduced public utility (sanitary sewer and stormwater sewer) easement.

- Development of alternative stormwater management plans to address the permanently reduced acreage and water-holding capacity of the existing City of Bellevue stormwater detention basin (public utility easement area) to prevent increased risk of flooding and impacts to downstream public safety and private and public infrastructure. Alternative plans may require, but not be limited to, design and construction of a larger stormwater detention basin by relocating roads and/or buy-out and demolition of residences, and/or reconstruction of larger-diameter stormwater sewer pipelines and systems.
- Development and implementation of mitigation plans to accommodate temporary (during construction) interruption of public sanitary sewer use and capacity by affected residents upstream of the pipeline relocation, such as providing temporary sanitary sewer (i.e., port-a-potty) access to each individual affected resident.
- Offset of permanent loss of 1.71 acres of mature hardwood forested land (80- to 100-year-old trees) with compensatory mitigation by creating and permanently preserving (via conservation easement) mature forested land of equal function and value at mitigation ration of up to 10:1 to compensate for temporal loss (17.1 acres).
- Legal defense of any overarching lawsuit against the City of Bellevue related to City Council approval of the proposed planned subdivision.

These potential actions and costs are individually substantive, and cumulatively may result in significant cost to the City of Bellevue (and its taxpayers), resulting in the project being not financially viable.

Therefore, the applicant's proposed development plan does not identify or account for additional potential construction-period and long-term actions and costs, that are individually substantive and cumulative significant, that would be borne directly by the City of Bellevue to further subsidize construction and operation of the planned subdivision, and as such it is not prudent or suitable to approve "as is."

4) Consistency with existing zoning

Although clearly obvious, the applicant's proposed development plan is not consistent with the current zoning designation and zoning map presented in the current City of Bellevue Comprehensive Plan (March 2021) (Comprehensive Plan) for the subject parcel. Therefore, the proposed planned subdivision **by definition requires a discretionary rezoning decision** to override current designations and enact a **significant change in zoning classification** (from RD-60-OTO to RD-28-PS [Planned Subdivision]). This is further assessed in Item 5 below.

5) Consistency and compliance with the City of Bellevue Comprehensive Plan (March 2021)

If approved, based on a simple and perfunctory assessment, the applicant's proposed per unit lot size (square footage) for the planned subdivision complies with the proposed rezoning classification (to RD-28-PS [Planned Subdivision]). **However, City Council assessment of compliance with the Comprehensive Plan is in fact an important discretionary decision that requires more careful consideration (beyond simple lot size requirements) of the Comprehensive Plan vision, goals, and land-use plan. This assessment must be balanced with full consideration of best land use alternatives based on existing conditions; the proposed action's impact on the physical, chemical, natural, and cultural resources and the human environment; and full compliance with all applicable regulations.**

Historic and Existing Parcel Land Use Conditions

To carefully assess the proposed planned development's compliance with the Comprehensive Plan, it is fundamentally important to define and assess historic and existing parcel land use conditions.

Historic and Existing Physical Landscape, Land Use, Development and Zoning – The proposed, reportedly 1.71-acre, development parcel appears to have been completely undeveloped since the initial settlement and ultimate founding of the City of Bellevue in the 1800s, and (based on ArcGIS historic aerial photography from 1955 through present), definitively has remained undeveloped since the institution of City of Bellevue zoning regulations in 1965, despite being zoned for residential development (RD-60-OTO). The parcel consists of very steep and undulating terrain to the north (based on GoogleEarth imagery, elevation rises sharply 32 feet [from 1,077 to 1,109 feet over an approximately 180-foot length]) and eventually levels to a somewhat flat plain to the south. The site is further situated at the base of very steep slopes (up to 39 percent) to the east and west and a steep slope to the north (represented by South Harvell Drive), that results in a highly-incised valley (watershed). A highly human-altered drainage is located downslope to the west of Harvell Drive with flow that ultimately drains to the City of Bellevue easement and stormwater drain and continuing stormwater pipeline system. Based on several personal observations and affected resident reports, the easement area frequently floods during heavy rainfall events and constitutes a well-known existing drainage concern for the City of Bellevue and affected residents.

Existing Soil Conditions and Limitations – The site is underlain by two soil types (based on USDA-NRCS Soil Web Survey for Sarpy County) – 9706 (Udorthents-Urban land-Pohocco complex, 0 to 39 percent slopes) underlies approximately 74 percent of the site including the proposed duplex units, and 9720 (Udorthents-Urban land-Pohocco complex, 0 to 16 percent slopes) underlies approximately 26 percent of the site toward the eastern boundary. The USDA-NRCS considers these existing on-site soils to have “very limited” (9706) or “somewhat limited” (9720) capability to support dwellings with basements, as well as “very limited” capability for small commercial buildings (both 9706 and 9720), primarily due to steep slopes and shrink-swell limitations, as well as possess “very poor” drainage capacity.

Existing Cultural Resources and Community Character – The parcel is bounded to the immediate north by an existing City of Bellevue utility easement (public stormwater and sanitary sewer pipelines, maintained lawn) and South Harvell Drive, to the west by Jefferson Street with single-family residences and primarily forested land on steep slopes, to the south by occupied single-family residences along Jefferson Street and Franklin Street with maintained lawns and moderate mature tree cover, and to the east by Franklin Street and two recently condemned duplexes and occupied single-family residences. Based on ArcGIS historic aerial photography, the adjacent single-family residences appear to have been constructed primarily before 1955 and up to 1976, and therefore are between 45 and 66 years of age; note that any structure 50 years of age or older are considered potentially eligible for listing on the National Register of Historic Places and protected pursuant to Section 106 of the NHPA. In general, the site may be aesthetically characterized as a low to moderate density, single-family residential area within a locally steeply sloped and mature forested visual landscape situated within a broader moderately-dense urban environment.

Existing Natural Resources – Vegetation cover consists of mature forest with dense overstory of hardwood tree species (estimated 80 to over 100 years old) with a moderate mid-story canopy of hardwood tree and shrub species and limited herbaceous plants. Given its position at the base of the

South Harvell Drive forested watershed and in the broader landscape across the City of Bellevue, the site is part of a moderately unfragmented (historically residual) forest connected to Fontenelle Forest and the Gifford Farm Wildlife Management Area to the north and east, and therefore represents an important part of a heavily used wildlife habitat and transit corridor to these largely intact forested ecosystems. Based on numerous and daily personal observations and affected resident reports, and based on the site's unique and important juxtaposition in the natural landscape, the entire South Harvell Drive watershed area and proposed site logically are heavily used and transited by wildlife, including white-tailed deer (as evidenced by Deer Warning signs posted at the top and bottom of South Harvell Drive slope), turkey, coyote, red fox, opossum, skunk, racoon, small mammals, and bats, including potential presence of species protected pursuant to the Endangered Species Act; and used as a nesting and foraging habitat by numerous species of hawks, at least three species of owls, and numerous migratory birds protected pursuant to the Migratory Bird Treaty Act of 1918. One of the species potentially present at the site (northern long-eared bat) also is protected as endangered pursuant to the Nebraska Nongame and Endangered Species Conservation Act.

In addition, as researched and reported by the USDA Forest Service (*Urban Forests and Climate Change*, Safford et al.), urban forests offer numerous important benefits, including reducing air and water pollution, increasing water transpiration rates to desynchronize flooding events, increase carbon capture that mitigates climate change "by capturing and storing atmospheric carbon dioxide during photosynthesis, and by influencing energy needs for heating and cooling buildings," and even increase real estate values. Urban forests also serve to "improve physical and mental health, strengthen social connections, and are associated with reduced crime rates. Trees, community gardens, and other green spaces get people outside, helping to foster active living and neighborhood pride."

Consistency with Comprehensive Plan

By its nature, the Comprehensive Plan is intended to be applied as an overarching guidance document, and provides the City Council with clear vision, goals, and land-use planning objectives to be applied to future growth decisions at both individual-decision and cumulative (long-term, City-wide) basis. As a result, application of the Comprehensive Plan is fundamentally intended to ensure planning decisions **optimize the important balance between competing objectives** and seeks to **ensure the best use alternative is selected** at an individual-decision basis and cumulatively over time. Among other principles, the Comprehensive Plan "contains recommendations that promote quality development that is congruent with the vision of the community."

Section 2.2 of the Comprehensive Plan summarizes primary Community Goals that (relevant to the proposed planned subdivision) include transportation corridors, mixed land use, interconnected neighborhoods, diversity of housing, parks and recreation, essential public facilities, preservation of natural resources and open space, economic development, planned commercial and business all-purpose activities, and design consistent with existing community character. Given land is limited and it is impossible for any individual land parcel to simultaneously meet all Community Goals, **it is imperative for the City Council to ensure individual planning decisions select the best use alternative to cumulatively result in optimizing Community Goals across the City of Bellevue.**

The primary purpose of the proposed planned development is to fulfill the need for an increased volume and diversity of housing within the City of Bellevue, and based on conceptual design, appears consistent with the Community Goals of interconnected neighborhoods and economic development. The planned

development is essentially neutral (or not applicable) with regard to the Community Goals of mixed land use, and planned commercial and business all-purpose activities. However, the planned development appears to be wholly inconsistent with the remainder (and majority) of the Community Goals, and, given that the subject parcel is not suitable for conventional single-family residential development (being undeveloped since the 1800s), requires extraordinary effort and cost to be marginally (and likely not) financially viable (profitable).

Regarding primary transportation corridors, although the site is adjacent to South Harvell Drive (a primary transportation corridor), and despite the planned new access road, local access concerns have been raised by local residents regarding increased congestion (parking, traffic) and increased potential for traffic accidents at what is well-known by local residents as a dangerous three-way intersection (South Harvell Drive, Jefferson Street, and 16th Avenue “blind” access point). Given no traffic study has been conducted (or is required by the City Planning Department for conceptual development plans), a traffic study is likely required (at cost to the City of Bellevue) to determine whether the proposed development will require restricted access, parking meters, reduced speed limits, reconfiguration of the three-way intersection, a traffic light at the three-way intersection, or other traffic controls, and associated additional actions and costs to the City of Bellevue. Should a traffic accident occur as a result of City Council approval of the planned subdivision, then legal defense against potential lawsuits may be required.

Regarding essential public facilities, the proposed development will require the relocation, and temporary (during construction) interruption of, existing stormwater sewer use and capacity in a known flood/drainage hazard area, resulting in jeopardy to local residents and the public at large in the event of heavy rainfall events and potential damages that would need to be addressed by the City of Bellevue; as well as public sanitary sewer use and capacity by affected residents upstream of the relocation, resulting in additional actions and costs to the City of Bellevue to provide temporary sanitary sewer use (i.e., port-a-potties) to affected residents.

Furthermore, the proposed development is wholly inconsistent with the Community Goals for providing parks and recreation local to neighborhoods (considering the open space recreational use value of the existing parcel immediately adjacent to single-family residences), preservation of natural resources and open space, and design consistent with existing community character. When assessed in combination, the proposed development supersedes a clear opportunity for the City Council to optimize meeting these Community Goals by acknowledging the obvious historic and existing use of the subject parcel – an undeveloped (since the 1800s) open/green space within a single-family residential community, offering visual/aesthetic, natural resource, wildlife, green space, and recreational functions and values that are wholly consistent with the existing local community character.

In addition (noted previously), the proposed development may require federal and state permitting (USACE Section 404 CWA and associated triggered regulations) that would require an Alternatives Analysis and demonstration that the proposed project is the LEDPA (or best use alternative) for the site.

Furthermore, a decision to approve the proposed development could set a dangerous precedent and serve as a catalyst to support additional blighted/substandard designations and approval of additional planned subdivision developments on adjacent undeveloped parcels stretching northward along both sides of South Harvell Drive. Such a full build-out development scenario would only serve to significantly exacerbate the already present concerns regarding steep slopes, erosion, drainage restrictions, flooding,

infrastructure and public facility damage, access constraints, and traffic congestion and accidents, not to mention resulting in a significant cumulative change in existing local community character.

Selection of Best Use Alternative

Based on the historic and current existing land use of the proposed development site, the best use alternatives that would maintain or result in limited impact on existing community character, would include either a single-family dwelling (without a basement due to soil limitation) with retention of most of the mature forest, or conservation of the existing mature forest vegetation (no development). These alternatives would be in greatest compliance with the Comprehensive Plan, by allowing either a single-family residence consistent with current zoning or proactively optimizing use of the existing unique and important green space into the broader City of Bellevue urban landscape.

Conversely, given the significant and severe site limitations and constraints (i.e., full vegetation clearing, steep topography, extensive grading/spoil removal, retention wall, utility relocation, new roadway due to access restrictions, soil limitations for dwellings with basements, drainage / flooding, stormwater management on poorly drained soils), extraordinary effort and cost required to “force a square peg in a round hole,” and the requirement for almost \$1M in TIF subsidies to achieve a marginally (or likely not) profitable development, the proposed planned subdivision does not represent the best use alternative, or a “common sense” decision, for the subject site.

Conclusions

Therefore, the applicant’s selected site for the proposed planned subdivision is not the best alternative that is most consistent with Comprehensive Plan objectives (Community Goals), current community character, and best use of the existing conditions of the subject parcel, and therefore should not be approved “as is.”

In addition, if applicable, the applicant’s selected site is not the LEDPA (best use alternative) pursuant to USACE regulations and NEPA guidelines and precedent, and therefore very likely would not be approved “as is.”

6) Affected landowner sentiment

As documented in the City Planning Department meeting minutes for the public meeting on the TIF request and Jefferson Place Redevelopment Plan held on November 18, 2021, all local affected residents in attendance – those directly abutting and/or adjacent to the proposed development parcel and/or within the area designated as blighted and substandard – oppose the proposed planned subdivision. The local affected residents enumerated many meaningful and material issues and concerns, including but not limited to, drainage, stormwater management, flooding, parking, traffic, access, accidents, construction noise and other disturbances, inconsistency with community character, and permanent loss of greenspace, forest, and wildlife.

Therefore, the applicant’s proposed planned subdivision is unanimously opposed by the local affected residents for numerous meaningful and material reasons, as well as is surrounded by controversy, and is not prudent to be approved “as is” based on this reason alone.

Conclusions

In conclusion, based on the foregoing analysis, the applicant's proposed development plan (Ordinance No. 4068) incorrectly assesses TIF costs and requirements, is not financially viable "as is," does not represent best compliance with the City of Bellevue Comprehensive Plan, presents concerns for unaccounted for actions and costs to the City of Bellevue (and its taxpayers) to further subsidize the project, and overall does not pass the "common sense" test. Combined with the unanimous opposition by the local affected residents and controversy surrounding this action, City Council approval of Ordinance No. 4068 is likely not a legally defensible decision, and raises substantive risk to the City of Bellevue and its officials related to optics, reputation, and unaccounted for actions and costs, including potentially legal defense in the face of appeal(s).

Due to, but not limited to, these reasoned conclusions, and as a City of Bellevue property owner, taxpayer, and registered voter, I oppose the proposed development plan (Ordinance No. 4068) and strongly encourage the City Council to deny approval of this ordinance.

Requests for Public Information

Based on the foregoing, and prior to the City Council's final vote on the subject Ordinance No. 4068, I respectfully request that the City Council either request from the applicant or provide directly (as noted below), and make available to the public, the following information:

- A plan and profile drawing depicting the current and conceptual proposed final grade and elevations of the proposed planned subdivision (typically referred to as a cut-and-fill drawing), including calculated volume of native materials to be "cut"/removed and imported "clean fill" materials;
- Adequately detailed backup of the applicant's estimated TIF request (approximately \$536K cost estimate table – *Exhibit "B"*) and total TIF-eligible costs (approximately \$860K estimate);
- A breakdown and adequate backup of the estimated \$4M project development cost;
- A cost estimate sensitivity analysis (+/- \$USD) and adequate support of the contingency funding of 5% (reported in *Exhibit "B"*);
- An adequate assessment of financial risk and contingency cost, based on the sheer number of potentially unaccounted for significant development and operation issues enumerated herein, including risk profile or description, likelihood of occurrence, and associated increase in contingency cost on a line item and cumulative project basis;
- Conclusive demonstration that proposed project is fundamentally and *robustly (not marginally)* financially viable (without consideration of additional actions and costs to the City of Bellevue to further subsidize the project, as noted herein and below);
- Subsequent revision to the applicant's *Exhibit "C"* – Cost Benefit Analysis (Pursuant to Neb. Rev. Stat. Section 18-2113) to account for the above-noted revised financial assessment; and
- Independent assessment by the City Council and officials of unaccounted additional actions and costs that would be borne by the City of Bellevue (and its taxpayers) and required to further subsidize the proposed project development.

If Approved by City Council

In the event the proposed development is approved, I would appreciate the opportunity to work with the City Council and officials to ensure design and implementation of best management practices to avoid, minimize, and mitigate (offset) temporary construction and permanent operation impacts to infrastructure, watershed, natural, and cultural resources that will result from the proposed Planned Subdivision. This includes, but is not limited to, compensatory mitigation to offset the permanent loss of 1.71 acres of greenspace (mature forested land with high-quality functions and values) within Olde Towne with the creation and conservation of an equivalent acreage, function, and (and further accounting for an 80- to 100-year temporal loss of functions and values with an applicable mitigation ratio) of forested land on existing City property.

I respectfully appreciate in advance your careful review and consideration of this high-level assessment as part of your analysis whether to approve or deny the subject planned subdivision.

Sincerely,

A handwritten signature in blue ink that reads "Stephen A. Compton". The signature is written in a cursive style with a large, stylized initial 'S'.

Stephen A. Compton
802 Kohl Road
Bellevue, NE 68005
steve.compton@tetrattech.com

12a

Susan Kluthe

From: GILL MSN <gillsoddjobs@msn.com>
Sent: Sunday, December 19, 2021 4:14 PM
To: Susan Kluthe
Subject: Jefferson place townhouses

RECEIVED
DEC 20 2021
CITY CLERK

We, William and Kara Gillmore of 1707 Franklin Street, are HIGHLY apposed to and disapprove of these townhouses.

We would like our opinions on this matter read aloud at the council meeting on Tuesday, Dec 21st.

12a

Susan Kluthe

From: Connie Golden <cdgolden@hotmail.com>
Sent: Monday, December 20, 2021 9:51 AM
To: Susan Kluthe
Subject: Tuesday city council meeting

RECEIVED
DEC 20 2021
CITY CLERK

Some people said they could not make the meeting but were sending emails etc. Please make sure they get read this time. For some reason, during the blighted meeting they were not read. Please watch for any. One is from Judy Eby. She mentioned she was sending you an email. She wants it read during the meeting. Thank you, Connie

WA

Susan Kluthe

From: Carol Tschampl-Diesing <c.tschampl_diesing@yahoo.com>
Sent: Tuesday, December 21, 2021 3:00 AM
To: Susan Kluthe
Subject: letter for 12/21/21 planning mtg

RECEIVED
DEC 21 2021
CITY CLERK

Dear Ms. Kluthe,

We are unable to attend the Planning Commission meeting on December 21, 2021, but respectfully request that our letter regarding the proposed Jefferson Place addition be given to each City Council member AND read aloud for public consideration at the hearing. Thank you.

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

1. One of the most charming aspects of Olde Towne Bellevue that greets people as they near the downtown area is the beautiful tree-lined street 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 Olde 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 Olde 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 covering up in order to push through this project of the Jefferson Place addition.

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



Carol Lee Tschampl-Diesing
PhD Candidate - Communication Studies
University of Nebraska-Lincoln

12a

RECEIVED

DEC 21 2021

CITY CLERK

Susan Kluthe

From: Jessica Conkey <mamacrochets@gmail.com>
Sent: Tuesday, December 21, 2021 12:11 PM
To: Susan Kluthe
Subject: Fwd: 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

Susan,

Below is my written out disapproval of the proposed townhomes for Jefferson Place. I cannot attend tonight's meeting, so I ask that my email be read aloud and, if possible, the pictures attached be printed and passed around to the city council members. Thank you very much.

To the members of the City Council:

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. Even though this will probably be a lengthy email, I hope you all take the time to listen to and 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 previous meetings 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 for our home and property 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, rabbits, 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 is being built on that plot now, 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 and a parking area with cars 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













RECEIVED
NOV 15 2021

PLANNING DEPT.

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.) 54°39'36"E, 144.56 FEET 2.) SOUTHERLY ALONG A CURVE TO THE RIGHT RADIUS 175.00 FEET, ARC 134.21 FEET, CHORD BEARING S19°00'30"E, 130.94 FEET TO THE SOUTHEAST 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 PERIMETER 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

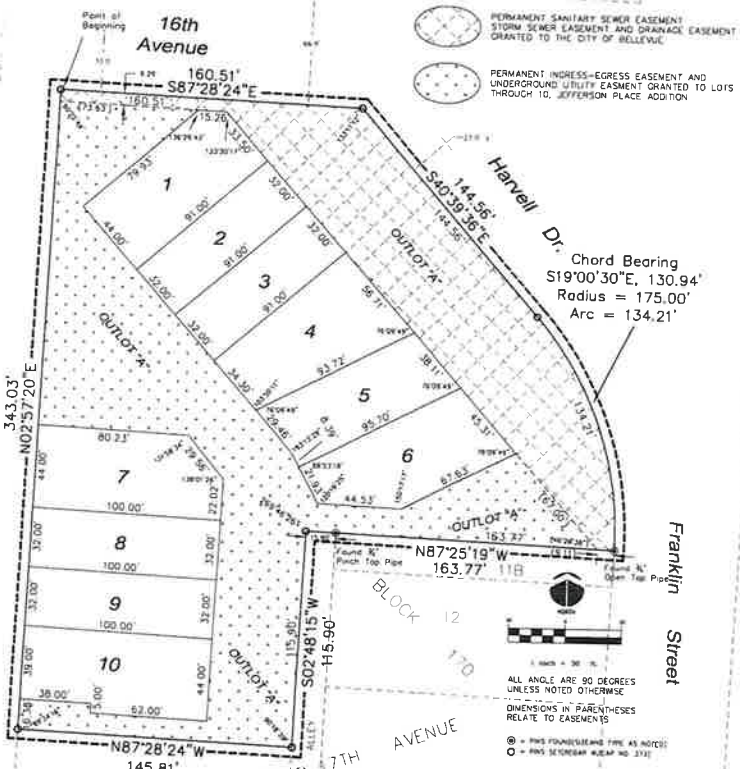
APPROVAL OF BELLEVUE PLANNING COMMISSION
THIS PLAT OF "JEFFERSON PLACE ADDITION" WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION THIS _____ DAY OF _____ 20____.

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

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12b.
12/21/2021

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?: 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 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. 2. 3.
4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Angela Maether
[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

12c.
12/21/2021

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. Byler Roen
[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.robbins@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

13a.
12/21/2021

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: 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:
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.

4. 5. 6.

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.
12/21/2021

COUNCIL MEETING DATE: 12/21/2021		SUBMITTED BY: Legal		
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 Section 2-29 of the Bellevue Municipal Code pertaining to Agendas; Submission of Materials; Formulation; Public Availability, Etc. and to provide for an effective date.

SYNOPSIS/BACKGROUND:

Section 2-29 of the City Code needs revised to allow for the amending of the agenda as allowed by Nebraska Law outlined in Neb. Rev. Stat. 84-1411. While the City makes its best effort to have the agenda published to the public and city council by 4:00 p.m. on the Wednesday before the meeting, there are occasions where the agenda needs altered/amended after that publication date to include items or attachments. Modeling 2-29 off the state statute allows for such alteration. Any alternation will be provide to the city council and made available to the public.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve Ordinance No. 4071.

ATTACHMENTS:

1. Ordinance 4071 Clean Copy	2. Ordinance 4071 Redline 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: _____

A. Bryan Rollins
[Signature]
[Signature]

ORDINANCE NO. 4071

AN ORDINANCE TO AMEND SECTION 2-29 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO AGENDA; SUBMISSION OF MATERIALS; FORMULATION; PUBLIC AVAILABILITY, ETC., 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 2-29 of the Bellevue Municipal Code are hereby amended to read as follows:

§2-29 AGENDA; SUBMISSION OF MATERIALS; FORMULATION; PUBLIC AVAILABILITY, ETC.

All new ordinances or new resolutions affecting policy that are to be placed on a city council agenda must be submitted, in their proposed form, to the city administrator by noon on the Monday that is three weeks prior to the city council meeting at which the ordinance or resolution will be introduced. All reports, communications, ordinances, resolutions, contract documents or other matters to be placed on a council agenda must be submitted, in their proposed form, to the city administrator by noon on the Monday that is two weeks prior to the council meeting at which the item will be discussed. ~~The above timeline may be expedited with approval of the city administrator. If the item is deemed to be "of an emergency nature" by the city administrator, the above timeline may be expedited.~~ The city clerk shall prepare the agenda of all such matters under the direction of the city administrator. ~~Unless prevented by unforeseen circumstances or emergency, the~~ The agenda and all supporting documentation referenced herein shall be delivered to the council members on the Wednesday preceding the regularly scheduled Tuesday council meeting to which it pertains and shall be made available to the public no later than 4:00 p.m. on the same Wednesday. ~~The agenda may be altered after being made available to the public and city council members as provided for in Nebraska Revised Statute 84-1411 (as may be amended) and any altered agenda shall be provided to the council members and made available to the public.~~

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

REDLINE COPY

ORDINANCE NO. 4071

AN ORDINANCE TO AMEND SECTION 2-29 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO AGENDA; SUBMISSION OF MATERIALS; FORMULATION; PUBLIC AVAILABILITY, ETC., 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 2-29 of the Bellevue Municipal Code are hereby amended to read as follows:

§2-29 AGENDA; SUBMISSION OF MATERIALS; FORMULATION; PUBLIC AVAILABILITY, ETC.

All new ordinances or new resolutions affecting policy that are to be placed on a city council agenda must be submitted, in their proposed form, to the city administrator by noon on the Monday that is three weeks prior to the city council meeting at which the ordinance or resolution will be introduced. All reports, communications, ordinances, resolutions, contract documents or other matters to be placed on a council agenda must be submitted, in their proposed form, to the city administrator by noon on the Monday that is two weeks prior to the council meeting at which the item will be discussed. The above timeline may be expedited with approval of the city administrator. The city clerk shall prepare the agenda of all such matters under the direction of the city administrator. The agenda and all supporting documentation referenced herein shall be delivered to the council members on the Wednesday preceding the regularly scheduled Tuesday council meeting to which it pertains and shall be made available to the public no later than 4:00 p.m. on the same Wednesday. The agenda may be altered after being made available to the public and city council members as provided for in Nebraska Revised Statute 84-1411 (as may be amended) and any altered agenda shall be provided to the council members and made available to the public.

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

DRAFT

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

14a.
12/21/2021

COUNCIL MEETING DATE: 12/21/2021		SUBMITTED BY: Susan Kluthe, City Clerk		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

Public Hearing on the request of a Privately-Operated Farmers Market at Washington Park

SYNOPSIS/BACKGROUND:

Event Application for an Event License shall have a public hearing before the City Council. In accordance to the ordinance, Mrs. Carol Blood has submitted an application for a privately-operated farmers market at Washington Park to be held on Saturday mornings, 6/04/2022 to 9/10/2022 (with the exception of the weekend of Arrows to Aerospace 2022, if held) from 6:30 AM to 12:00 PM (actual hours of operation of market will be 8:00 AM to 12:00 PM.

FISCAL IMPACT: N/A BUDGETED FUNDS: NO GRANT/MATCHING FUNDS: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: n/a CIP PROJECT NAME: n/a

STREET DISTRICT NAME (S): n/a STREET DISTRICT NUMBER (S): n/a

ACCOUNTING DISTRIBUTION CODE: n/a ACCOUNT NUMBER: n/a

RECOMMENDATION:

Approve request of application for a privately-operated farmers market at Washington Park to be held on Saturday mornings, 6/04/2022 to 9/10/2022 (with the exception of the weekend of Arrows to Aerospace 2021, if held) from 6:30 AM to 12:00 PM (actual hours of operation of market will be 8:00 AM to 12:00 PM.

ATTACHMENTS:

- App. for Privately-Owned Farmers Market
- Comments from Police, Parks, & Streets
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



City of Bellevue
Office of the City Clerk
1500 Wall Street • Bellevue, Nebraska 68005
(402) 293-3007

APPLICATION FOR A PRIVATELY-OPERATED FARMERS MARKET ON CITY-OWNED PROPERTY

The undersigned hereby makes application to privately conduct or operate a Farmers Market on City-owned property,
and hereby submits the following facts in support thereof:

Date of Application: December 1, 2021

APPLICANT (Name/Address/Phone #: Carol Blood/2812 Jack Pine St. Bellevue, NE 68123/402-517-1446

CORPORATION (Name/Address – if applicable): NA

DATES OF PROPOSED ACTIVITY: Saturday, June 4, 2022 to Saturday, September 10th, 2022. No Market on weekend of Arrows to Aerospace 2022, if held.

LOCATION OF PROPOSED ACTIVITY: Washington Park located at 20th Ave & Franklin

HOURS OF OPERATION: Set up 6:30 to 7:30 am. Hours of operation 8 am to Noon.

WHAT PROVISIONS, IF APPLICABLE, HAVE BEEN MADE FOR THE FOLLOWING:

1. Sanitary Facilities: Restrooms in Park for residents and vendors per State Health Dept.
2. Running Water: Use of Water Pump in Park
3. Power: Use of electric outlets in gazebo and park. Some vendors utilize generators.
4. Parking: Around park and residential street area

I guarantee to the City of Bellevue that the premises will be cleaned and inspected following the above listed event on the day(s) indicated and, after inspection by the City, we will meet any additional responsible requests of the City of Bellevue as to the cleaning of the premises. For equal opportunity enjoyment for all individuals, I guarantee that all events will meet the legal requirements outlined in the American with Disabilities Act (ADA) and its amendments to prevent discrimination and enable individuals with disabilities to participate fully in all aspects of the event.

Signature of Applicant: Carol Blood via email

FOR CITY OFFICE USE ONLY:

City Council Meeting on: _____

NOTE: Police Dept. and Parks Dept. make recommendations on reverse side.



Notice of Public Hearing
Privately-Operated Farmers Market

Pursuant to Sec. 5-36 through 5-40 of the Bellevue City Code, on Tuesday, December 21, 2021, at 6:00 p.m., the Bellevue City Council will hold a public hearing on the request of application for a privately-operated farmers market at Washington Park to be held on Saturday mornings, 06/04/2021 to 9/10/2021, except for the weekend of Arrows to Aerospace 2022, if held, from 6:30 AM to 12:00 PM (actual hours of operation of market will be 8:00 AM to 12:00 PM).

The meeting is open to the public and the public is encouraged to attend. Requests for special accommodations must be placed with the City Clerk at least forty-eight hours prior to the meeting.

Susan Kluthe
City Clerk



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

- Police Department
Asst. Chief Stukenholtz
Sgt. Larry Lampman

- Parks Department
Jim Shada
Mark Blackburn

- Streets Department
Bobby Riggs

- Public Works Department
Doug Clark

FROM: Susan Kluthe

DATE: December 14, 2021

SUBJECT: Approve request of application for a privately-operated farmers market at Washington Park to be held on Saturday mornings, 6/04/2022 to 9/10/2022 (except for the weekend of Arrows to Aerospace 2021, if held) from 6:30 AM to 12:00 PM (actual hours of operation of market will be 8:00 AM to 12:00 PM.

Please make comments on the above request and return to Susan Kluthe, by, Wednesday, December 15, 2021. I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

- Comments
No Comments

Large empty rectangular box for comments.

Ast. Chief of Police David Stukenholtz

12-14-21

Signature or Fill in Your Name

Date



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

- Police Department
 - Asst. Chief Stukenholtz
 - Sgt. Larry Lampman

- Parks Department
 - Jim Shada
 - Mark Blackburn

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Doug Clark

FROM: Susan Kluthe

DATE: December 14, 2021

SUBJECT: Approve request of application for a privately-operated farmers market at Washington Park to be held on Saturday mornings, 6/04/2022 to 9/10/2022 (except for the weekend of Arrows to Aerospace 2021, if held) from 6:30 AM to 12:00 PM (actual hours of operation of market will be 8:00 AM to 12:00 PM).

Please make comments on the above request and return to Susan Kluthe, by **Wednesday, December 15, 2021**. I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

No foreseeable issues or conflicts with the event season as outlined in the application

Signature or Fill in Your Name

12/14/21

Date



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

- Police Department
 - Asst. Chief Stukenholtz
 - Sgt. Larry Lampman

- Parks Department
 - Jim Shada
 - Mark Blackburn

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Doug Clark

FROM: Susan Kluthe

DATE: December 14, 2021

SUBJECT: Approve request of application for a privately-operated farmers market at Washington Park to be held on Saturday mornings, 6/04/2022 to 9/10/2022 (except for the weekend of Arrows to Aerospace 2021, if held) from 6:30 AM to 12:00 PM (actual hours of operation of market will be 8:00 AM to 12:00 PM).

Please make comments on the above request and return to Susan Kluthe, by **Wednesday, December 15, 2021**. I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

Karen Clandler
Signature or Fill in Your Name

12-14-2021
Date

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

14b.
12/21/2021

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?: 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 are both recommending approval of this request.

ATTACHMENTS:

- | | | |
|-------------------------|-------------------------|-------------------------|
| 1. PC Recommendation | 2. 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]

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

14b.
12/21/2021

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?: 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 are both recommending approval of this request.

ATTACHMENTS:

- | | | |
|-------------------------|-------------------------|-------------------------|
| 1. PC Recommendation | 2. 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]

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

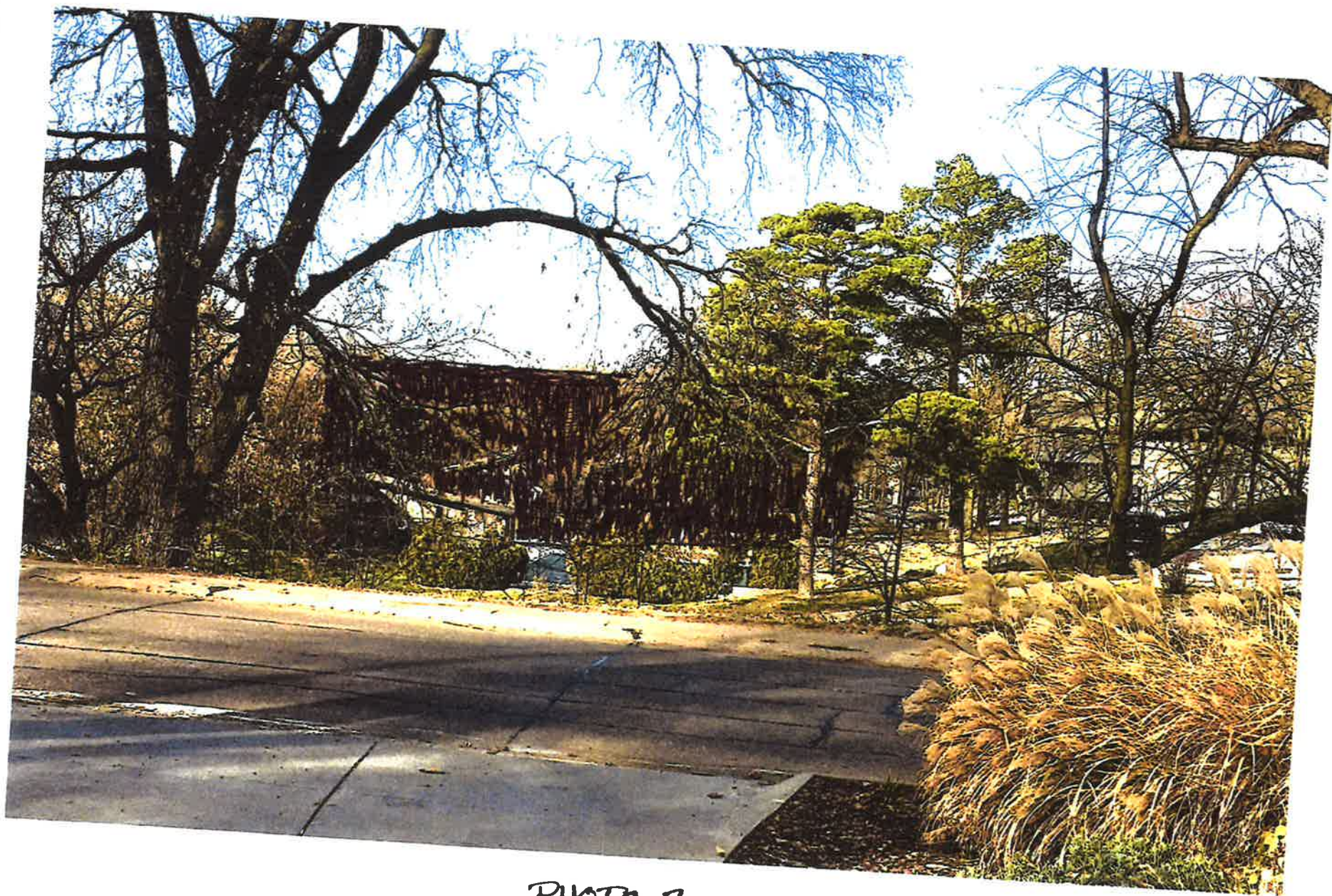
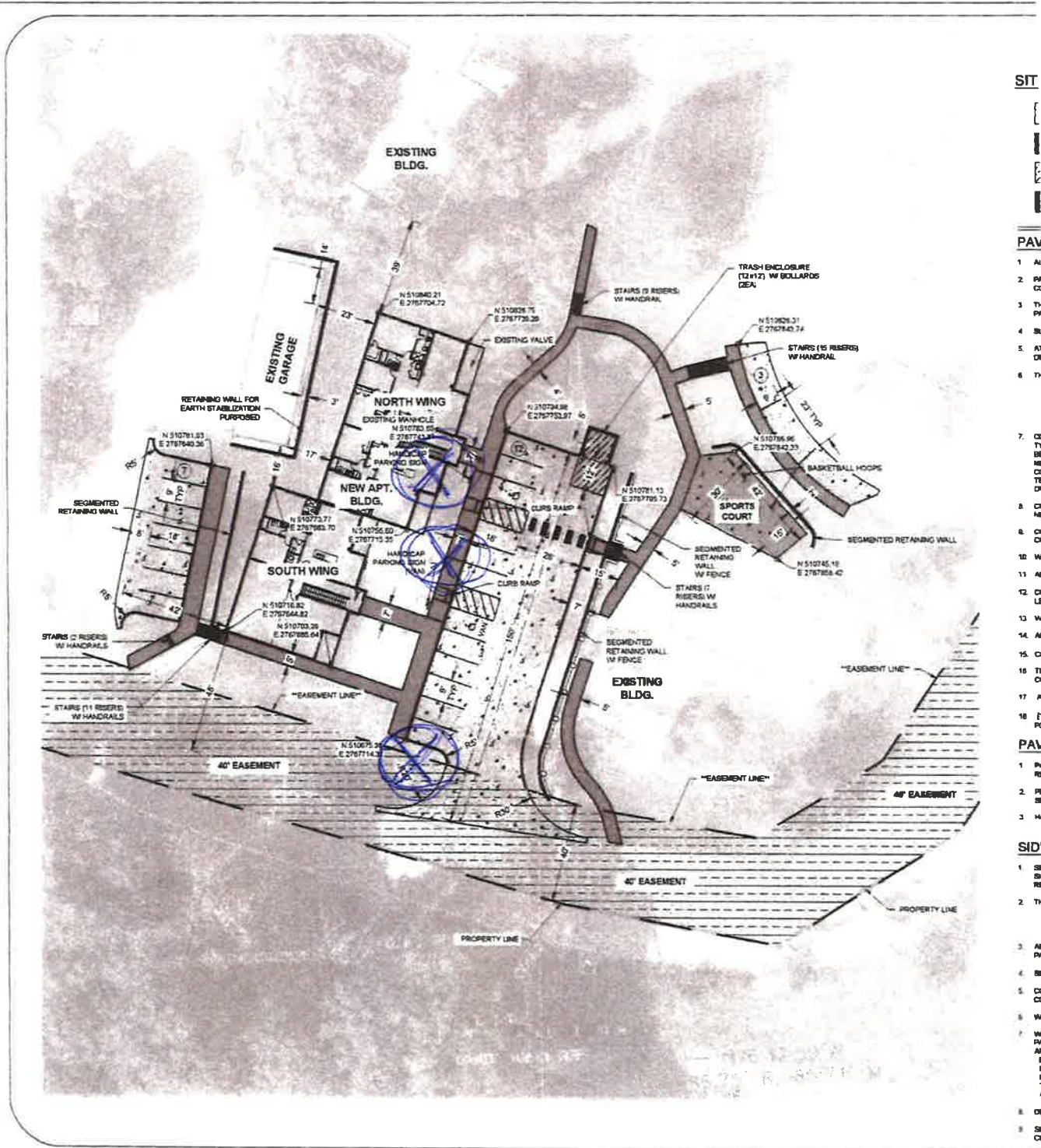


PHOTO 2

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**.

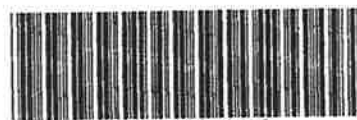
You are authorized and empowered to care for and manage the estate, subject to the following limitation of powers, until you shall be discharged according to law:

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

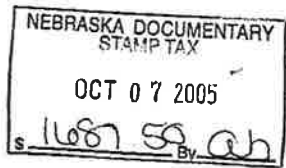


LLOYD J. DOWDING
REGISTER OF DEEDS, SARPY COUNTY,
NEBRASKA



FILED SARPY CO. NE
INSTRUMENT NUMBER
2005-37319
2005 OCT -7 PM 3: 55

Henry J. Lawding
REGISTER OF DEEDS



COUNTER ah C.E. ah
VERIFY ah D.E. ah
PROOF ah
FEES \$ 5.50
CHECK# 44932
CHG _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ MPH _____

SPECIAL CORPORATION WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT, **Bank of America**, herein referred to as Grantor for and in consideration of the sum of **ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION** (\$1.00) to it paid by **Duane H. Menke**, a single person , hereinafter referred to as Grantee in the State aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee, its heirs, successors, and assigns forever the property situated in **Sarpy** and described as follows:

Lot 8, Fox Meadow, an addition to the city of Bellevue in Sarpy County, Nebraska.

THE GRANTOR covenants with Grantee(s) that Grantor:

- (1) Is lawfully seized of such real estate and that it is free from encumbrances subject to easements, reservations, covenants and restrictions of record and **subject to all regular taxes and special assessments.**
- (2) Has legal power and lawful authority to convey the same;
- (3) Warrants and will defend the title to the real estate against the lawful claims of all persons **from the date of 3-15-2005.**

WITNESS our Hand and Seal this 3rd day of October, 2005.

Bank of America



By: Cynthia A. Mech
Cynthia A. Mech, Vice President

STATE OF New York)
COUNTY OF Erie) SS:

The foregoing instrument was acknowledged before me on this 3rd day of October, 2005, by Cynthia A. Mech, vice president of Bank of America.

Lisa A. Mufford
Notary Public
LISA A. MUFFORD
Notary Public, State of New York
No. 01MU5029439
Qualified in Erie County
Commission Expires 6-30-06 ON-006225

RETURN TO:
Duane H. Menke
70 Marina Court
Center Lake, IA 51515
170 Banyan Ct
Bellevue NE 68005

*550
onte*



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.

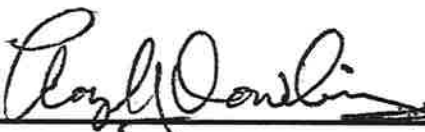
WITNESS THIS MY HAND AND SEAL THIS

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.

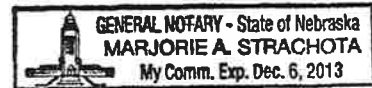
Duane Menke
 DUANE H. MENKE, Grantor

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.

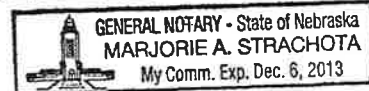
Marjorie A. Strachota
 Notary Public



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

15a.
12/21/2021

COUNCIL MEETING DATE: 12/21/2021		SUBMITTED BY: City Administrator & Legal Department	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Resolution 2021-45 to to Authorize the City of Bellevue's participation in the national opioid settlements with Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively "J&J") and Amerisourcebergen, Cardinal Health, and McKesson ("Distributors").

SYNOPSIS/BACKGROUND:

Nebraska Attorney General, along with other State Attorney Generals, has reached a settlement in the pending opioid litigation by states and localities against J&J and the Distributors. The litigation alleged that J&J and the Distributors caused damages to states and localities through their manufacture, marketing, and distribution of addictive opioid drugs. Under the settlement agreements, J&J and the Distributors would pay up to \$26 billion in settlement funds for the benefit of affected states and localities. The Nebraska Attorney General has invited the City of Bellevue and other eligible Nebraska cities exceeding 10,000 in population to participate in the settlement. Participating subdivisions would receive direct shares of the annual payments from the settlement funds. The Nebraska Attorney General has estimated the following "best case scenario" for payments to be received by the City of Bellevue should it choose to participate:

J&J settlement: Annual payments ranging from \$2,986 to \$15,550 for 10 years.
Distributor settlement: Annual payments ranging from \$14,389 to \$19,568 for 18 years.

Actual amounts to be received depends on a number of factors, including the number of states and localities participating. Any received funds would have to be utilized only for eligible uses related to abatement or mitigation of opioid use. Participation in the settlement is not expect to incur any expenses for the City. Participation in the settlement would preclude the City from bringing its own opioid lawsuits against J&J and the Distributors.

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:

It is recommended that the City Council approve Resolution 2021-45.

ATTACHMENTS:

1. <input type="text" value="Resolution 2021-45"/>	2. <input type="text" value="Nebraska Attorney General October 8, 2021 Letter"/>	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 NO. 2021-45

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA AUTHORIZING THE CITY OF BELLEVUE'S PARTICIPATION IN THE NATIONAL OPIOID SETTLEMENTS WITH JOHNSON & JOHNSON, AMERISOURCEBERGEN, CARDINAL HEALTH, AND MCKENSSON.

WHEREAS, the State of Nebraska, along with many other states and subdivisions, has reached a final agreement with four companies to resolve legal claims against them for their role in the national opioid crisis; and

WHEREAS, one agreement is with manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively "J&J"), and the other is with three major pharmaceutical distributors: AmerisourceBergen, Cardinal Health, and McKensson ("the Distributors"); and

WHEREAS, both agreements contain industry-changing injunctive terms, wherein the Distributors will be subject to more oversight and accountability, including independent monitoring, to prevent deliveries of opioid to pharmacies where diversion and misuse occur, and they will be required to establish and fund an independent clearinghouse to track opioid distribution nationwide and flash suspicious order, and J&J will be prohibited from selling or promoting opioids; and

WHEREAS, the Nebraska Attorney General has advised the City of Bellevue that the City may register to participate in the settlement as a "participating subdivision," in order to receive an, as of now, undetermined amount of money over periods of 10 to 18 years, to be utilized for certain, eligible uses related to opioid abuse abatement; and

WHEREAS, the Nebraska Attorney General has represented to the City of Bellevue that if the State of Nebraska receives the maximum amount under the terms of the Settlement Agreement, the City of Bellevue could receive up to \$377,922.77 in direct payments from the Distributors and Johnson & Johnson over the course of 10 to 18 years, although the exact amount is yet to be determined.

WHEREAS, it is in the best interest of the City of Bellevue to participate in the settlements with the Distributors and J&J.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA that the Mayor is hereby authorized to register the City's participation in the settlements and to take all actions necessary, including the signing of documents and legal papers, in order to carry out the intent and purposes of such settlements on behalf of the City of Bellevue.

ADOPTED this ____ day of _____ 2021.

Mayor

ATTEST:

City Clerk



October 8, 2021

Jim Ristow
City Administrator
1500 Wall Street
Bellevue, NE 68005

RE: Opioid Litigation Settlements

Dear Jim,

This letter is intended to provide you and the remainder of the city's leadership with additional information regarding two legal settlements recently entered into by the Attorney General against a manufacturer and several distributors of prescription opioid drugs. The first settlement concerns Johnson & Johnson. The second settlement concerns prescription drug distributors: McKesson, Cardinal Health, and AmerisourceBergen (collectively referred to as the "distributors"). Both settlement agreements contain similar terms and can be read in their entirety at the following website: <https://nationalopioidsettlement.com>.

Both settlement agreements involve distributions of money on an annual basis to both a state fund and allow direct distributions of money on an annual basis to certain political subdivisions (referred to as "participating subdivisions"). You are receiving this letter because your city's population exceeds ten thousand people and is therefore listed as a "participating subdivision" under both settlement agreements.

The monetary distributions under both settlement agreements are maximized for both the state's share and each participating subdivision's "direct share" when all participating subdivisions "sign on" to or execute each of the two settlement agreements. It is important to note that participating subdivisions must sign on to these settlement agreements in order to receive their direct share as well as to be eligible to receive any additional distribution or grant from the state's share. Participating subdivisions that do not sign on to these agreements will not only not receive their direct share but will also not be eligible to receive any additional distribution or grant from Nebraska's Opioid Recovery Fund.

Further details regarding your city's direct share, the state's Opioid Recovery Fund, and how you can sign on to these settlements are provided below. In order to ensure that Nebraska and each of

its participating subdivisions are able to realize their maximum payments under these settlements, we are asking you to provide your response before December 31, 2021.

Why We Are Contacting You Now

These nationwide settlements with Johnson & Johnson and the distributors were announced on July 24, 2021. State attorneys general had until August 21, 2021, to determine whether they would sign on to these settlements. On September 4, 2021, the distributors and Johnson & Johnson notified the attorneys general that a sufficient number of states had entered into these settlement agreements to move forward with the process of notifying all participating political subdivisions. Following this notification, a National Administrator responsible for verifying participating political subdivisions and distributing both state and subdivision shares was retained. The National Administrator has recently established a system for political subdivisions to receive their respective direct shares.

This letter is your notice that your city is eligible to receive its direct share. Your city will receive its direct share and be eligible to receive additional funding from the state's Opioid Recovery Fund only if it signs on to these settlement agreements. To sign the agreements, please follow the steps listed below:

1. Determine the person(s) that has/have legal authority to execute these participation agreements on behalf of your municipality. (Such person(s) will eventually need to provide their email address(es) to the National Administrator).
2. Log on to <https://nationalopioidsettlement.com>.
3. Click on the political subdivision registration link.
4. Enter your municipality's unique registration code [] and click "verify registration code".
5. The National Administrator will then provide your municipality with the necessary documents to participate in the settlements. All required documentation must be signed and submitted electronically through the nationalopioidsettlement.com website using the "DocuSign" service.

Your City's Direct Share

Both the Johnson & Johnson and the distributors settlement agreements are the result of several years of negotiation that included both the state attorneys general and many private plaintiff attorneys representing cities and counties from around the country, the primary negotiating group of private attorneys is referred to as the plaintiff's executive committee or the "PEC". The PEC determined the allocation percentages of the political subdivision share for each participating subdivision in the United States. The political subdivision share is 15% of the total annual disbursement from the national administrator for each state. The state is also to receive 15%. The remaining 70% is allocated to a designated fund for the "abatement" of opioid addiction or opioid misuse and other co-occurring mental health or substance abuse issues. In Nebraska, the state's 15% share is automatically added to Nebraska's dedicated abatement fund, known as the "Opioid Recovery Fund", according to the Opioid Prevention and Treatment Act passed in 2020 and found at Neb. Rev. Stat. §§71-2485 to 71-2490.

The direct share percentage for each participating subdivision in Nebraska is found in “Exhibit G” of each settlement agreement which is accessible on the nationalopioidsettlement.com website.

Conclusion: What Your City Can Do Next

The Attorney General’s Office is happy to answer any questions that your city has regarding these settlements.

Your city has several options for response to these settlement agreements:

1. “Sign on” to both of these agreements using the forms provided by the National Administrator and thereby make your city eligible to receive its direct share and potentially receive additional funds from Nebraska’s Opioid Recovery Fund;
2. “Sign on” to both agreements but elect to contribute your city’s direct share to Nebraska’s Opioid Recovery Fund for use within your Behavioral Health Region;
3. Elect to not “sign on” to these agreements and forego both your city’s direct share and forego distributions from Nebraska’s Opioid Recovery Fund.

Again, the more participating subdivisions that sign on to these agreements, the more money will come to both your city, other political subdivisions throughout the state, and the state of Nebraska as a whole.

We appreciate your consideration of this matter and again respectfully request your response through the sign-on process at <https://nationalopioidsettlement.com> or by contacting the undersigned before December 31, 2021.

Sincerely,
DOUGLAS J. PETERSON
ATTORNEY GENERAL OF NEBRASKA



Joshua R. Shasserre
Assistant Attorney General & Chief of Staff
(402) 471-2628
joshua.shasserre@nebraska.gov

cc: Lynn Rex, Executive Director
League of Nebraska Municipalities

RESOLUTION NO. 2021-46

DECLARATION AS TO USE

WHEREAS; the City of Bellevue is the owner of Lot(s) Outlot B, Heartland Hills Subdivision, Bellevue, Nebraska, and

WHEREAS; said Lot(s) Outlot B, Heartland Hills Subdivision Bellevue, Nebraska, is now being occupied by the Heartland Hills Park, as park land, and

WHEREAS; The City of Bellevue hereby wishes to construct, operate, and maintain a storm sewer, and associated appurtenances, across a portion of said property, and

WHEREAS; The storm sewer, and associated appurtenances, is to be constructed as part of Nebraska Department of Transportation project MAPA-5061(5), Control Number 22276, and identified as "36th St, N-370 to Sheridan Rd - Bellevue", and

WHEREAS; To comply with Federal Highway Administration 23 CFR 1.23(a) – "Interest to be acquired – The State shall acquire rights-of-way of such nature and extent as are adequate for the construction, operation, and maintenance of a project"; It is necessary for the City of Bellevue to declare that a portion of said property shall be used for the construction, operation, and maintenance of a storm sewer and associated appurtenances.

NOW THEREFORE, BE IT RESOLVED; that the Mayor and City Council of the City of Bellevue, Nebraska, hereby approves the use of a portion of said land owned by the City of Bellevue for the construction, operation, and maintenance of an storm sewer, and associated appurtenances, as shown on attached Exhibit "A", and as aligned in project plans and specifications for Nebraska Department of Transportation project MAPA-5061(5), Control Number 22276, and identified as "36th St, N-370 to Sheridan Rd - Bellevue".

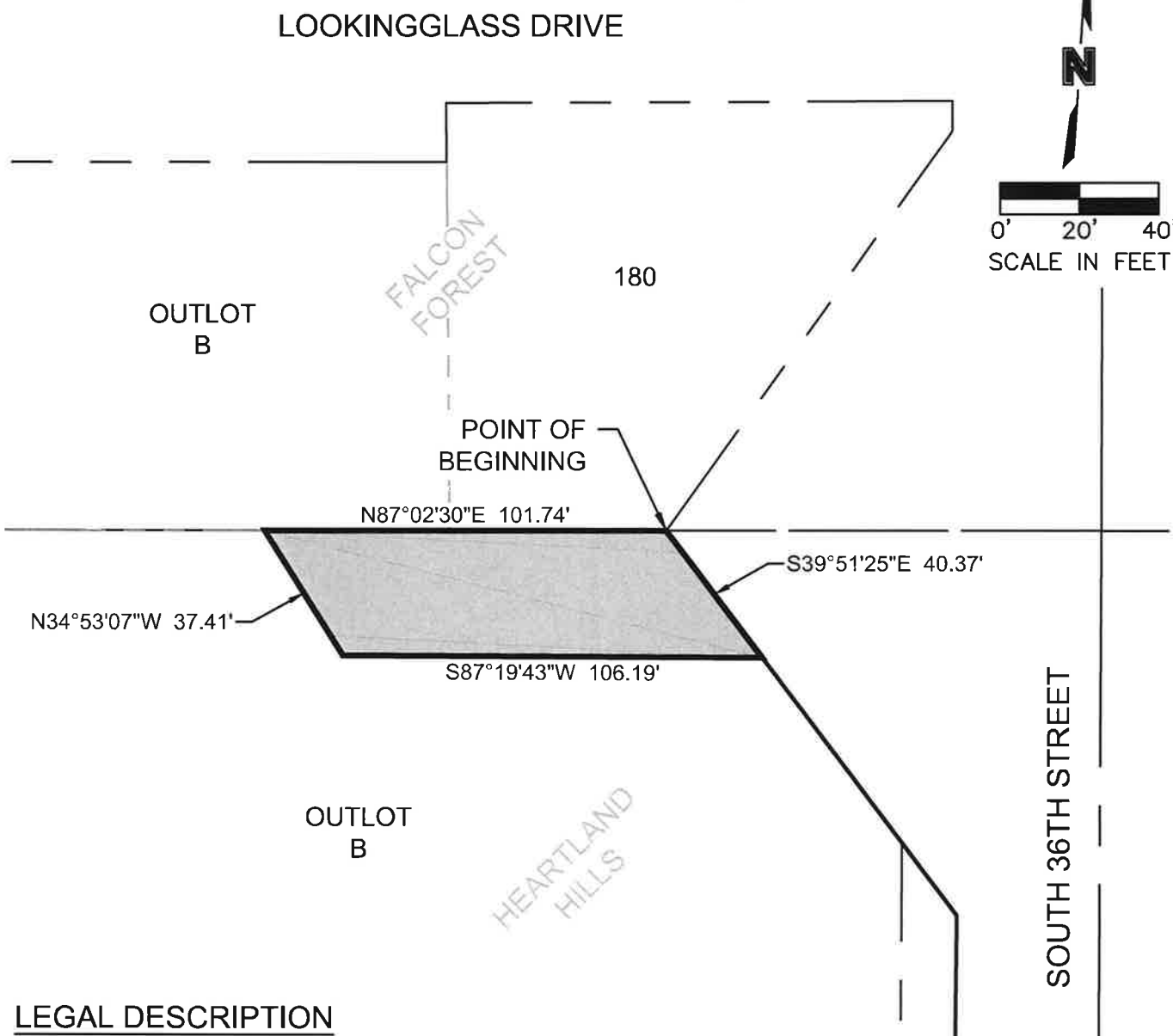
Passed and approved this ___ day of _____, 20__.

Mayor

ATTEST:

City Clerk

DWG: F:\Projects\008-0620-A\40-Design\AutoCAD\Final Plans\SRVY\PERM EASE.V_P_ESM-PERM 0080620A.dwg USER: zturek 806200dr_Revision 2021-12-03
 DATE: Dec 07, 2021 12:56pm XREFS: V_P_ROW 0080620A V_X_TOPO BNDY 2018 0080620A V_P_ESM-TEMP C1-C14 0080620A



LEGAL DESCRIPTION

A PERMANENT DRAINAGE EASEMENT LOCATED IN OUTLOT B, HEARTLAND HILLS, A PLATTED AND RECORDED SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID OUTLOT B, SAID CORNER ALSO BEING ON THE NORTH LINE OF SAID SOUTHEAST QUARTER AND THE WEST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET; THENCE ON SAID WEST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET ON AN ASSUMED BEARING OF S39°51'25\"E, 40.37 FEET; THENCE S87°19'43\"W, 106.19 FEET; THENCE N34°53'07\"W, 37.41 FEET TO A POINT ON THE NORTH LINE OF SAID OUTLOT B, SAID POINT ALSO BEING A POINT ON SAID NORTH LINE OF THE SOUTHEAST QUARTER; THENCE ON SAID NORTH LINE OF THE SOUTHEAST QUARTER N87°02'30\"E, 101.74 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT DRAINAGE EASEMENT CONTAINS A CALCULATED AREA OF 3,322.83 SQUARE FEET OR 0.076 ACRES, MORE OR LESS.

PROJECT NO:	A08-0620
DRAWN BY:	ZTT
DATE:	12/03/2021

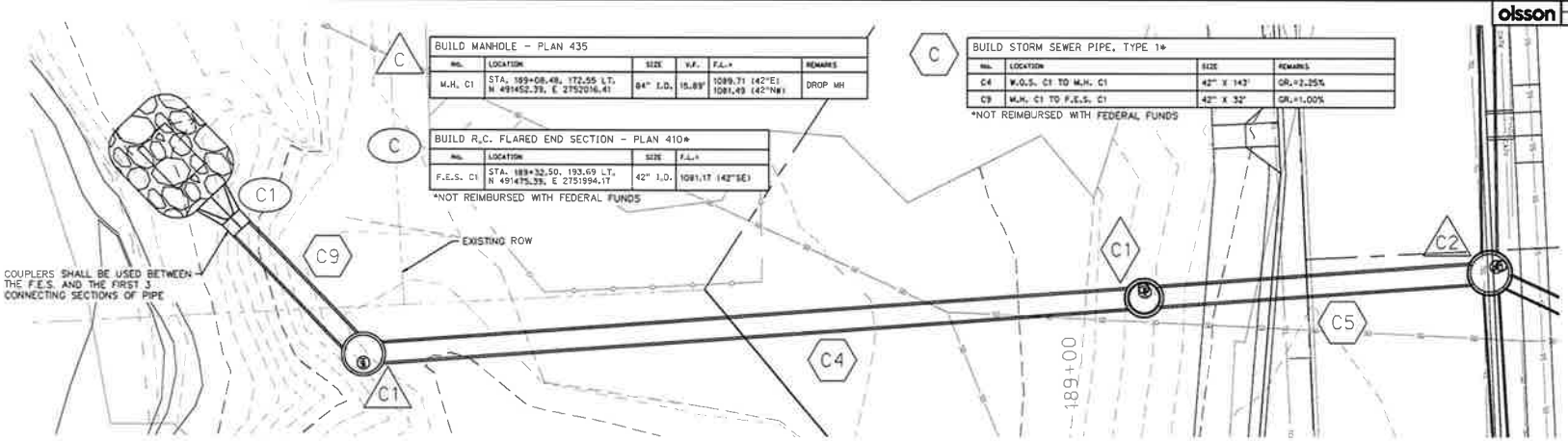
PERMANENT
DRAINAGE EASEMENT

MOLSSON ASSOCIATES

2111 South 67th Street, Suite 200
Omaha, NE 68108
TEL 402.341.1116
FAX 402.341.5895

EXHIBIT
A16

ROADWAY DESIGN DIVISION



BUILD MANHOLE - PLAN 435

NO.	LOCATION	SIZE	V.F.	F.L.±	REMARKS
M.H. C1	STA. 189+08.49, 172.55 LT. N 491452.39, E 2752016.41	84" I.D.	15.89	1089.71 (42"E) 1081.49 (42"NW)	DROP MH

BUILD R.C. FLARED END SECTION - PLAN 410*

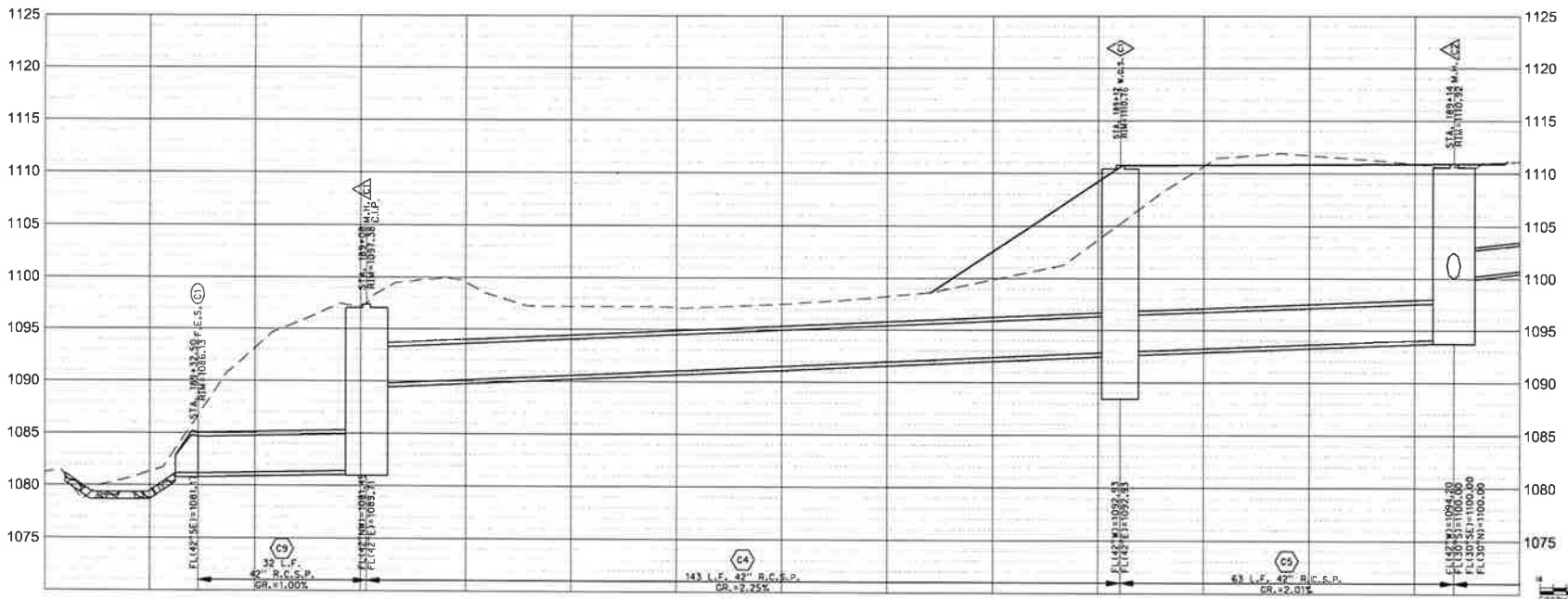
NO.	LOCATION	SIZE	F.L.±
F.E.S. C1	STA. 189+32.50, 193.69 LT. N 491475.39, E 2751994.17	42" I.D.	1081.17 (42"SE)

*NOT REIMBURSED WITH FEDERAL FUNDS

BUILD STORM SEWER PIPE, TYPE 1*

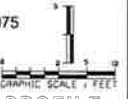
NO.	LOCATION	SIZE	REMARKS
C4	W.O.S. C1 TO M.H. C1	42" X 143'	GR.=2.25%
C9	M.H. C1 TO F.E.S. C1	42" X 32'	GR.=1.00%

*NOT REIMBURSED WITH FEDERAL FUNDS



36th STREET
 STA. 189+13

DRAINAGE PLAN & PROFILE



F:\Projects\108-820-AND-101\DWG\MISC\DWG\Final_Plan_Profile_C1.ctb
 Blake Cobble
 2/24/21

RESOLUTION NO. 2021-47

DECLARATION AS TO USE

WHEREAS; the City of Bellevue is the owner of Lot(s) Outlot B, Falcon Forest Subdivision, Bellevue, Nebraska, and

WHEREAS; said Lot(s) Outlot B, Falcon Forest Subdivision Bellevue, Nebraska, is now being occupied by the City of Bellevue, as a forested outlet, and

WHEREAS; The City of Bellevue hereby wishes to construct, operate, and maintain an storm sewer and drainage outlet structure, and associated appurtenances, across a portion of said property, and

WHEREAS; The storm sewer and drainage outlet structure, and associated appurtenances, is to be constructed as part of Nebraska Department of Transportation project MAPA-5061(5), Control Number 22276, and identified as "36th St, N-370 to Sheridan Rd - Bellevue", and

WHEREAS; To comply with Federal Highway Administration 23 CFR 1.23(a) – "Interest to be acquired – The State shall acquire rights-of-way of such nature and extent as are adequate for the construction, operation, and maintenance of a project"; It is necessary for the City of Bellevue to declare that a portion of said property shall be used for the construction, operation, and maintenance of a storm sewer and drainage outlet structure and associated appurtenances.

NOW THEREFORE, BE IT RESOLVED; that the Mayor and City Council of the City of Bellevue, Nebraska, hereby approves the use of a portion of said land owned by the City of Bellevue for the construction, operation, and maintenance of an drainage outlet structure, and associated appurtenances, as shown on attached Exhibit "A", and as aligned in project plans and specifications for Nebraska Department of Transportation project MAPA-5061(5), Control Number 22276, and identified as "36th St, N-370 to Sheridan Rd - Bellevue".

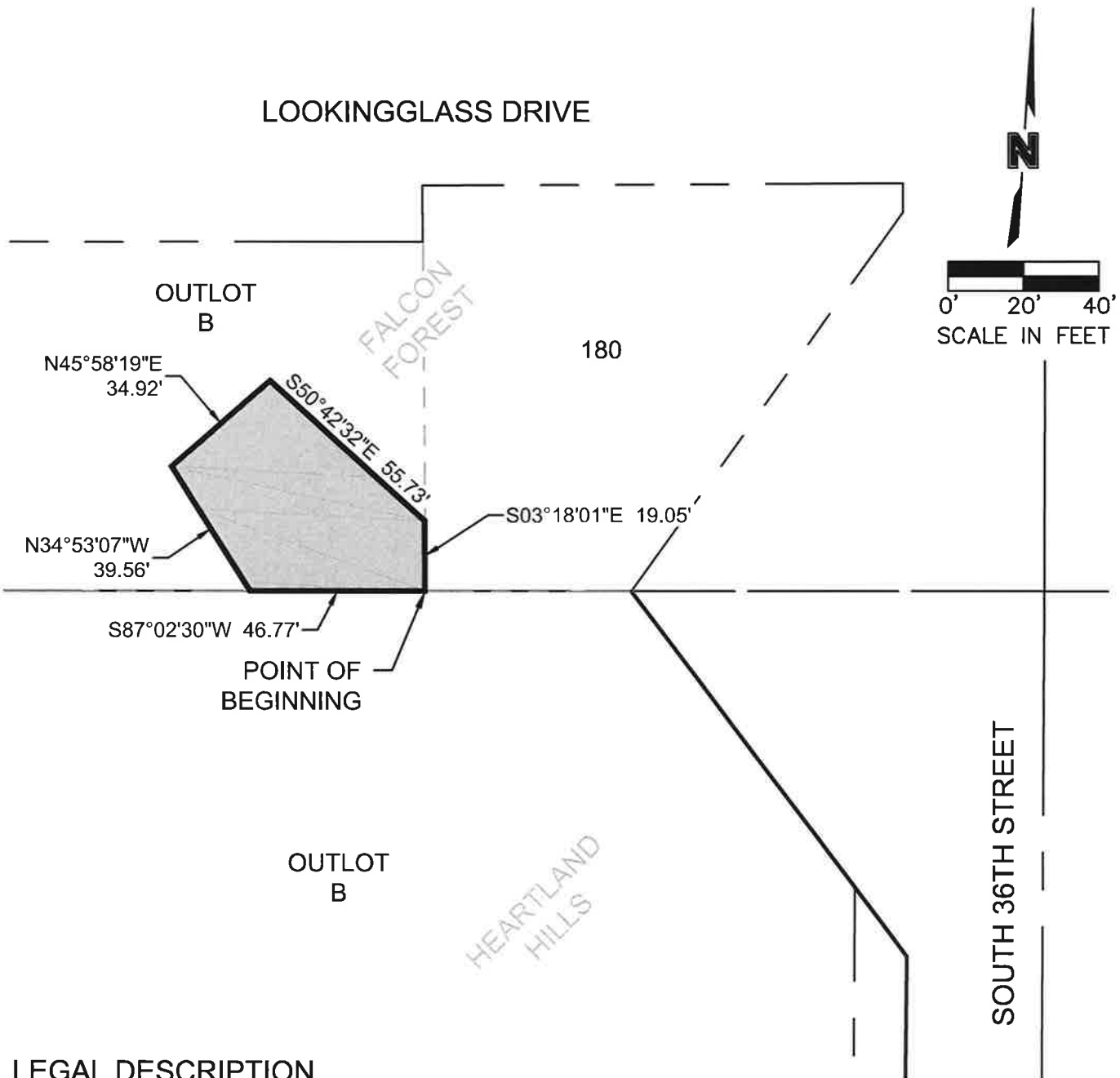
Passed and approved this ___ day of _____, 20__.

Mayor

ATTEST:

City Clerk

DWG: F:\Projects\008-0620-A\40-Design\AutoCAD\Final Plans\Sheets\SRVY\PERM EASE V_P_ESM-PERM 0080620A.dwg USER: zturek
 DATE: Dec 03, 2021 4:10pm XREFS: V_P_ROW 0080620A V_X_TOPO BNDY 2018 0080620A V_P_ESM-TEMP C1-C14 0080620A
 806200dr_Revision 2021-12-03



LEGAL DESCRIPTION

A PERMANENT DRAINAGE EASEMENT LOCATED IN OUTLOT B, FALCON FOREST, A PLATTED AND RECORDED SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID OUTLOT B, SAID CORNER ALSO BEING A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE ON SAID SOUTH LINE OF THE NORTHEAST QUARTER ON AN ASSUMED BEARING OF S87°02'30"W, 46.77 FEET; THENCE N34°53'07"W, 39.56 FEET; THENCE N45°58'19"E, 34.92 FEET; THENCE S50°42'32"E, 55.73 FEET TO A POINT ON THE EAST LINE OF SAID OUTLOT B; THENCE ON SAID EAST LINE OF OUTLOT B S03°18'01"E, 19.05 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT DRAINAGE EASEMENT CONTAINS A CALCULATED AREA OF 2,394.20 SQUARE FEET OR 0.055 ACRES, MORE OR LESS.

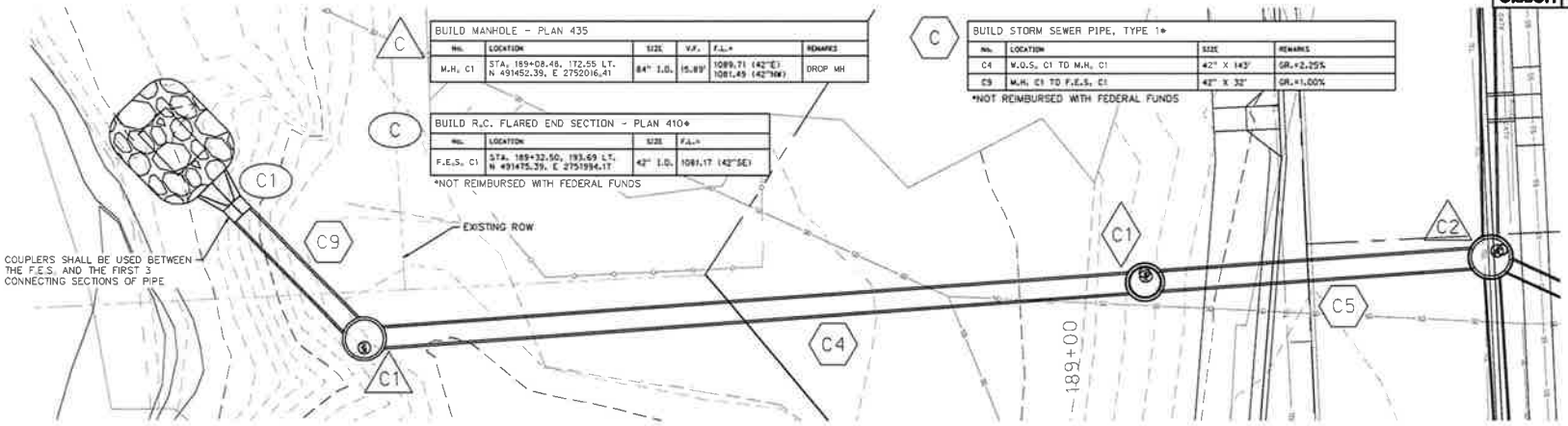
PROJECT NO:	A08-0620
DRAWN BY:	ZTT
DATE:	12/03/2021

PERMANENT
DRAINAGE EASEMENT

2111 South 67th Street, Suite 200
 Omaha, NE 68106
 TEL 402.341.1116
 FAX 402.341.5895

EXHIBIT
A16-A

ROADWAY DESIGN DIVISION



BUILD MANHOLE - PLAN 435

No.	LOCATION	SIZE	V.F.	F.L.±	REMARKS
M.H. C1	STA. 189+08.48, 172.55 LT. N. 491452.39, E. 2752016.41	84" I.D.	15.89'	1089.71 (42"E) 1081.49 (42"SW)	DROP MH

BUILD R.C. FLARED END SECTION - PLAN 410*

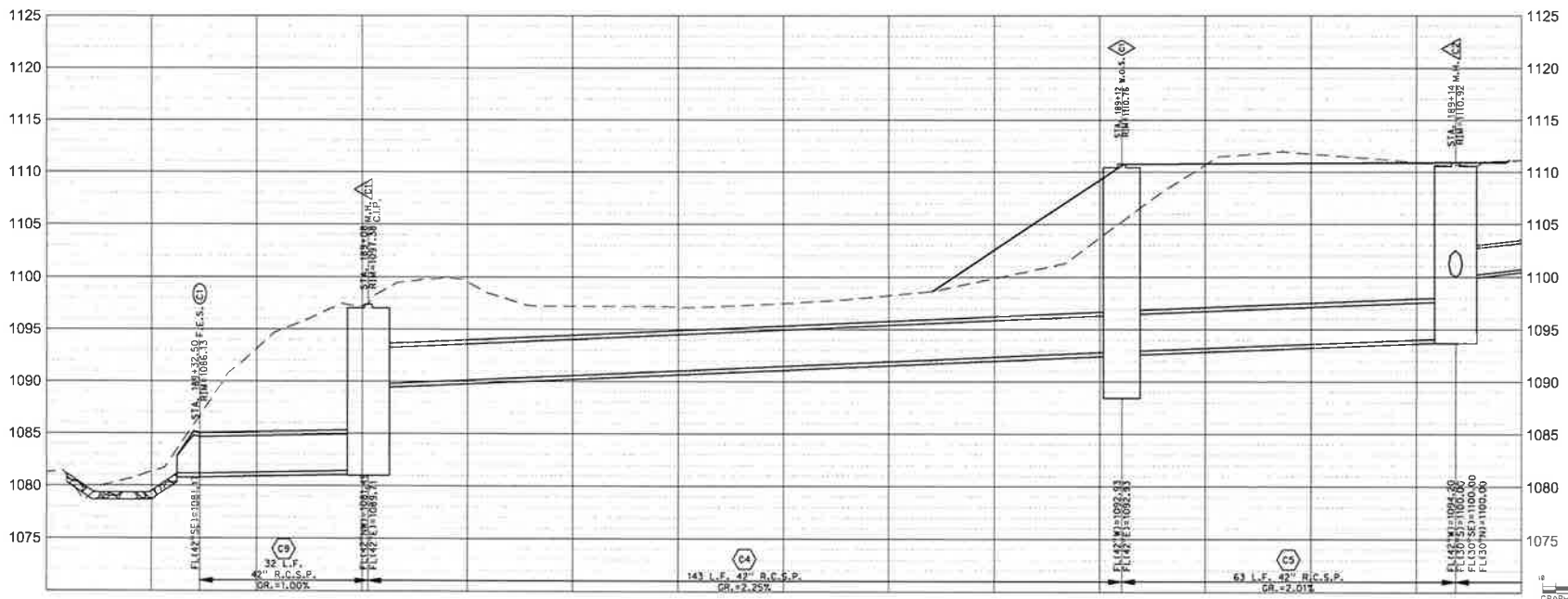
No.	LOCATION	SIZE	F.L.±
F.E.S. C1	STA. 189+32.90, 193.69 LT. N. 491475.29, E. 2751994.17	42" I.D.	1081.17 (42"SE)

*NOT REIMBURSED WITH FEDERAL FUNDS

BUILD STORM SEWER PIPE, TYPE 1*

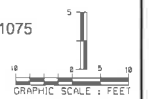
No.	LOCATION	SIZE	REMARKS
C4	V.G.S. C1 TO M.H. C1	42" X 143'	GR. +2.25%
C9	M.H. C1 TO F.E.S. C1	42" X 32'	GR. +1.00%

*NOT REIMBURSED WITH FEDERAL FUNDS

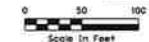
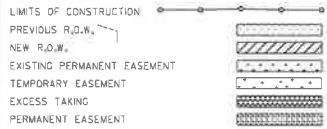


F:\PROJECTS\008-582D-AND-DESIGN\ANALYSIS\Drawings\MapA-C_PDF\DM_8030A.dwg
 Blake Coburn
 2/24/21

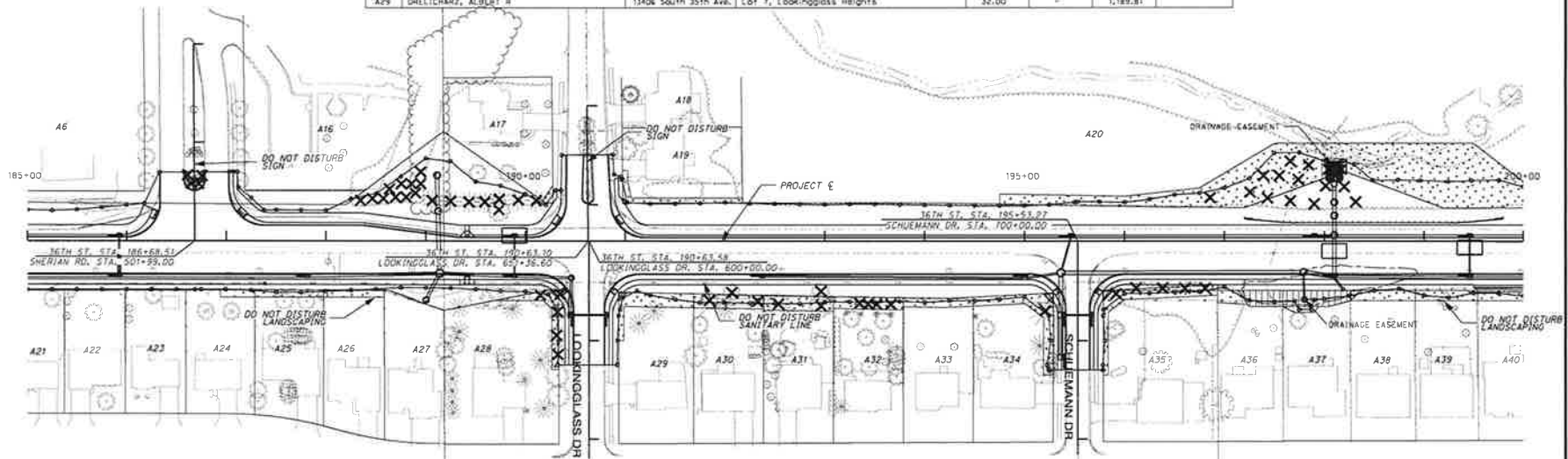
DRAINAGE PLAN & PROFILE



LEGEND



TRACT NO.	OWNER	ADDRESS	DESCRIPTION	R.O.W. ACQUISITION	EASMENT		DRIVEWAY RIGHT OF WAY
					PERM.	TEMP.	
A6	LEWELLEN, DAVID & KNEAN W	13472 South 36th St.	Lot 1 LGB Properties Replat 1	-	-	-	-
A16	SANITARY & IMPROVEMENT DISTRICT 19T	-	Outlot B, Heortland Hills	-	-	-	-
A17	ST MATTHEW THE EVANGELIST CHURCH	3605 Lookingglass Dr	Lot 180, Falcon Forest	-	-	101.43	-
A18	SOETZ, MATTHEW P	3606 Lookingglass Dr	Lot 178, Falcon Forest	-	-	-	-
A19	NOBLE, GINA R	3607 Lookingglass Dr	Lot 179, Falcon Forest	12.50	-	756.07	-
A20	CITY OF BELLEVUE	-	Outlot A, Falcon Forest	-	822.11	24,728.23	-
A21	JOSEPH L ELLIESTE & SARAH ANN HILLEBRANDT	13502 South 35th Ave.	Lot 38, Oakridge West	-	-	-	-
A22	NICHOLSON, LARRY D & CORRIE J	13492 South 35th Ave.	Lot 37, Oakridge West	-	-	-	-
A23	PENA, JUAN & TEXACIN	13490 South 35th Ave.	Lot 36, Oakridge West	-	-	-	-
A24	MIKHAYLEVSKY, MIKHAIL A	13418 South 35th Ave.	Lot 35, Oakridge West	-	-	241.50	-
A25	NICK L KAISER & KATHLEEN A SCHUTZ	13416 South 35th Ave.	Lot 34, Oakridge West	-	-	482.98	-
A26	MCCARTY, BRENDA S	13414 South 35th Ave.	Lot 33, Oakridge West	-	-	427.00	-
A27	KNOPE, MICHAEL H & SU C	13412 South 35th Ave.	Lot 32, Oakridge West	-	-	-	-
A28	MOSS, COLIN D & DONNA BASS	13410 South 35th Ave.	Lot 22, Lookingglass Heights	32.00	-	875.68	-
A29	DREICHAZ, ALBERT R	13408 South 35th Ave.	Lot 7, Lookingglass Heights	32.00	-	1,189.81	-



TRACT NO.	OWNER	ADDRESS	DESCRIPTION	R.O.W. ACQUISITION	EASMENT		DRIVEWAY RIGHT OF WAY
					PERM.	TEMP.	
A30	BOYUK, BRET DAVID	13404 South 35th Ave.	Lot 6, Lookingglass Heights	-	-	980.01	-
A31	BRUEGER, KAY E	13402 South 35th Ave.	Lot 5, Lookingglass Heights	-	-	1,250.01	-
A32	LOWAX, RICHARD & MARY	13310 South 35th Ave.	Lot 4, Lookingglass Heights	-	-	842.08	-
A33	JUAN RODRIGUEZ & ELIZABETH LOPEZ	13308 South 35th Ave.	Lot 3, Lookingglass Heights	-	-	632.83	-
A34	VEIK, JON G & DEBBIE S	13306 South 35th Ave.	Lot 2, Lookingglass Heights	49.93	-	1,537.07	-
A35	HOLMES, RICHARD A & LINDA C	3512 Schumann Dr.	Lot 1A & Outlot A, Lookingglass Heights	49.94	-	1,572.24	-
A36	WEAVER, ELISA CARD	13276 South 35th Ave.	Lot 1, Oakridge North	-	616.88	376.25	-
A37	COLLINS, LAWRENCE E & DEBI	13274 South 35th Ave.	Lot 2, Oakridge North	-	1,019.82	166.03	-
A38	WELWORTH, ARTHUR L & DONNA	13272 South 35th Ave.	Lot 3, Oakridge North	-	54.10	650.00	-
A39	LADD, KRISTINA	13270 South 35th Ave.	Lot 4, Oakridge North	-	13.71	616.20	-
A40	DARLEY, VICKY L	13268 South 35th Ave.	Lot 5, Oakridge North	-	94.50	533.50	-



STA. 185+00.00 TO STA. 200+00.00

RIGHT OF WAY

I:\PROJECTS\2008-0820-AV10-DESIGN\CONTRACTOR\08-0820-AV10-DESIGN\CONTRACTOR\RIGHT-OF-WAY\0820R02-08.dwg
 11/19/08
 11/19/08

*15d.
12/21/2021

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 12/21/2021	SUBMITTED BY: Legal	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Resolution 2021-48 - Declaration as to Use for Lot Outlot A, Falcon Forest Subdivision for ~~the~~ drainage outlet structure.

SYNOPSIS/BACKGROUND:

The city needs to approve and record with the Register of Deeds the Declaration as to Use for the above described lot as further indicated on the Declaration of Use.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the Resolution and authorize the Mayor to sign the same.

ATTACHMENTS:

1. Resolution	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:



RESOLUTION NO. 2021-48

DECLARATION AS TO USE

WHEREAS; the City of Bellevue is the owner of Lot(s) Outlot A, Falcon Forest Subdivision, Bellevue, Nebraska, and

WHEREAS; said Lot(s) Outlot A, Falcon Forest Subdivision Bellevue, Nebraska, is now being occupied by the City of Bellevue, as a forested outlot, and

WHEREAS; The City of Bellevue hereby wishes to construct, operate, and maintain an drainage outlet structure, and associated appurtenances, across a portion of said property, and

WHEREAS; The drainage outlet structure, and associated appurtenances, is to be constructed as part of Nebraska Department of Transportation project MAPA-5061(5), Control Number 22276, and identified as "36th St, N-370 to Sheridan Rd - Bellevue", and

WHEREAS; To comply with Federal Highway Administration 23 CFR 1.23(a) – "Interest to be acquired – The State shall acquire rights-of-way of such nature and extent as are adequate for the construction, operation, and maintenance of a project"; It is necessary for the City of Bellevue to declare that a portion of said property shall be used for the construction, operation, and maintenance of a drainage outlet structure and associated appurtenances.

NOW THEREFORE, BE IT RESOLVED; that the Mayor and City Council of the City of Bellevue, Nebraska, hereby approves the use of a portion of said land owned by the City of Bellevue for the construction, operation, and maintenance of an drainage outlet structure, and associated appurtenances, as shown on attached Exhibit "A", and as aligned in project plans and specifications for Nebraska Department of Transportation project MAPA-5061(5), Control Number 22276, and identified as "36th St, N-370 to Sheridan Rd - Bellevue".

Passed and approved this ___ day of _____, 20__.

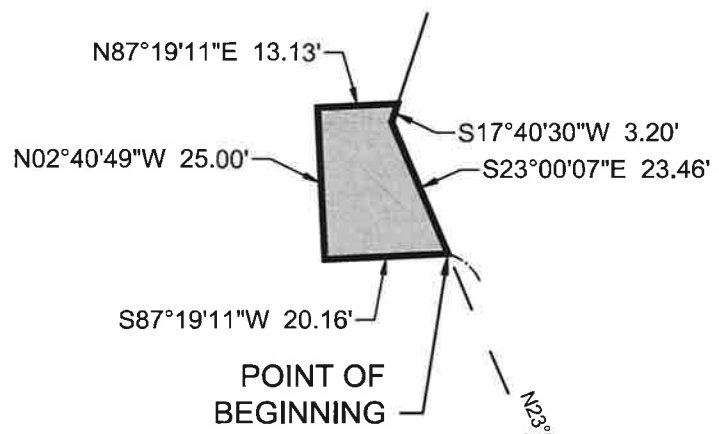
Mayor

ATTEST:

City Clerk

FALCON FOREST

OUTLOT
A



POINT OF
BEGINNING

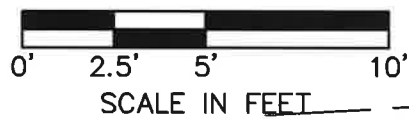
N23°00'07\"/>

SOUTH 36TH STREET

N01°44'57\"/>

N02°40'17\"/>

COMMENCING
POINT



SCALE IN FEET

178

179

FALCON FOREST

LEGAL DESCRIPTION

A PERMANENT DRAINAGE EASEMENT LOCATED IN OUTLOT A, FALCON FOREST, A PLATTED AND RECORDED SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

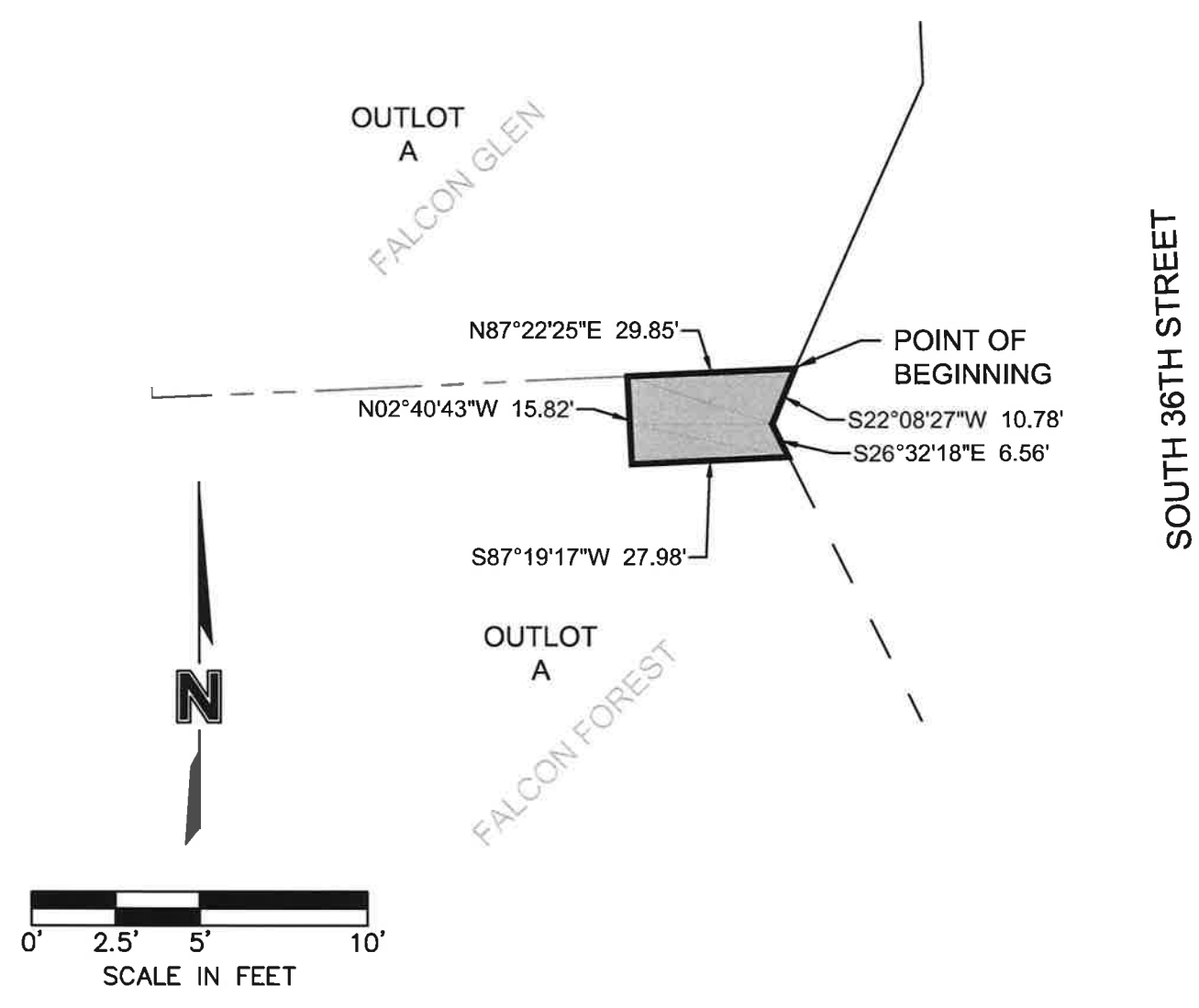
COMMENCING AT THE SOUTHEAST CORNER OF SAID OUTLOT A, SAID CORNER ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET; THENCE ON THE EAST LINE OF SAID OUTLOT A, ON AN ASSUMED BEARING OF N02°40'17\"/>

SAID PERMANENT DRAINAGE EASEMENT CONTAINS A CALCULATED AREA OF 391.69 SQUARE FEET OR 0.009 ACRES, MORE OR LESS.

DWG: F:\Projects\008-0620-A\40-Design\Survey\SRVY\Sheets\PERM EASE\V_P_ESM-PERM 0080620A.dwg USER: dhastings
 DATE: Oct 02, 2018 4:05pm XREFS: V_P_ROW 0080620A V_P_ESM-TEMP 0080620A V_X_TOPO BNDY 2018 0080620A 806200dr

PROJECT NO: A08-0620	PERMANENT DRAINAGE EASEMENT		2111 South 67th Street, Suite 200 Omaha, NE 68106 TEL 402.341.1116 FAX 402.341.5895	EXHIBIT
DRAWN BY: DSH			A-1	
DATE: 10/02/2018				

DWG: F:\Projects\008-0620-A\40-Design\Survey\SRVY\Sheets\PERM EASE\V_P_ESM-PERM_0080620A.dwg USER: dhastings 806200dr
 DATE: Oct 05, 2018 8:15am XREFS: V_P_ROW 0080620A V_P_ESM-TEMP 0080620A V_X_TOPO BNDY 2018 0080620A



LEGAL DESCRIPTION

A PERMANENT DRAINAGE EASEMENT LOCATED IN OUTLOT A, FALCON FOREST, A PLATTED AND RECORDED SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID OUTLOT A, SAID CORNER ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET; THENCE ON THE EAST LINE OF SAID OUTLOT A, ON AN ASSUMED BEARING OF S22°08'27\"W, 10.78 FEET; THENCE CONTINUING ON SAID EAST LINE OF OUTLOT A, S26°32'18\"E, 6.56 FEET; THENCE S87°19'17\"W, 27.98 FEET; THENCE N02°40'43\"W, 15.82 FEET TO A POINT ON THE NORTH LINE OF SAID OUTLOT A, FALCON FOREST; THENCE ON SAID NORTH LINE OF FALCON FOREST, N87°22'25\"E, 29.85 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT DRAINAGE EASEMENT CONTAINS A CALCULATED AREA OF 430.42 SQUARE FEET OR 0.010 ACRES, MORE OR LESS.

PROJECT NO: A08-0620	PERMANENT DRAINAGE EASEMENT		2111 South 67th Street, Suite 200 Omaha, NE 68106 TEL 402.341.1116 FAX 402.341.5895	EXHIBIT
DRAWN BY: DSH			A-2	
DATE: 10/02/2018				

ROADWAY DESIGN DIVISION

F:\P\Projects\008-0620-A\0-D\Sign\Map\Drawings\A23.Right-Of-Way\080620A-02.dgn
9/2/2019
bospf

LEGEND

- LIMITS OF CONSTRUCTION
- PREVIOUS R.O.W.
- NEW R.O.W.
- EXISTING PERMANENT EASEMENT
- TEMPORARY EASEMENT
- EXCESS TAKING
- PERMANENT EASEMENT

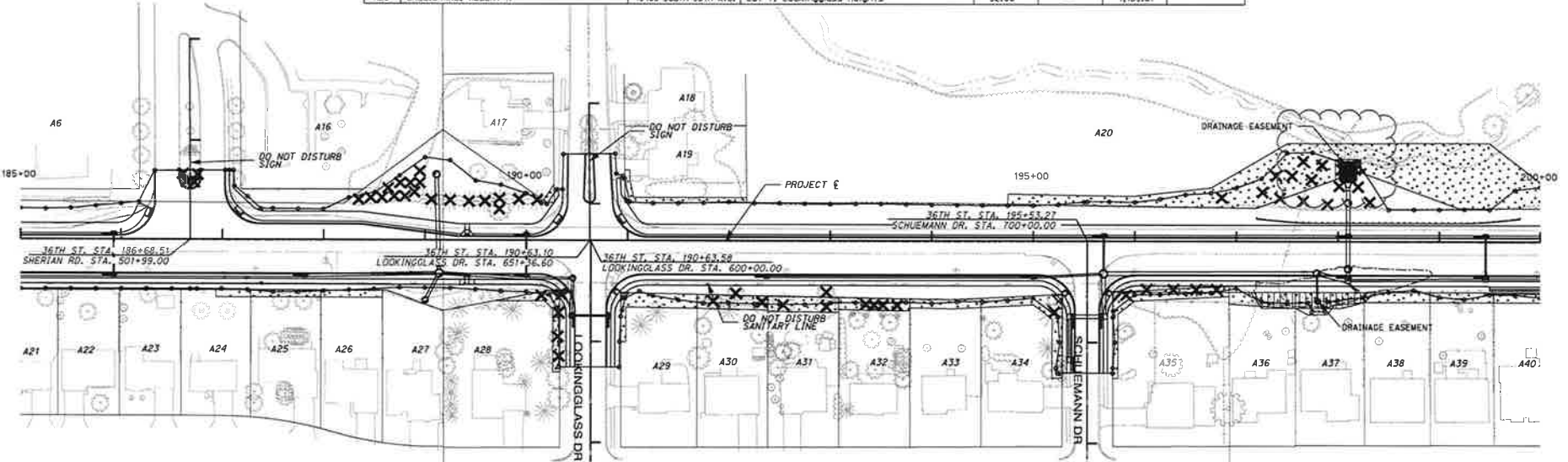
Exhibit A-3

PROJECT NO. MAP-A-506(15)	SHEET NO. #2
C.N. 22276	

PRELIMINARY PLAN
NOT FINAL - SUBJECT TO CHANGE



TRACT NO.	OWNER	ADDRESS	DESCRIPTION	R.O.W. ACQUISITION	EASEMENT		DRIVEWAY RIGHT OF WAY
					PERM.	TEMP.	
A6	LEWELLEN, DAVID & KIMEAN W	13472 South 36th St.	Lot 1 LGB Properties Replat 1	-	-	-	-
A16	SANITARY & IMPROVEMENT DISTRICT 197	-	Outlot B, Heartland Hills	-	-	-	-
A17	ST MATTHEW THE EVANGELIST CHURCH	3605 Lookingglass Dr.	Lot 180, Falcon Forest	-	-	101.43	-
A18	GOETZ, MATTHEW P	3606 Lookingglass Dr.	Lot 178, Falcon Forest	-	-	156.07	-
A19	NOBLE, GINA R	3602 Lookingglass Dr.	Lot 179, Falcon Forest	12.50	-	-	-
A20	CITY OF BELLEVUE	-	Outlot A, Falcon Forest	-	829.90	24,728.23	-
A21	JOSEPH L ELTISTE & SARAH ANN HILLEBRANDT	13502 South 35th Ave.	Lot 38, Oakridge West	-	-	-	-
A22	NICHOLSON, LARRY G & CORRINE J	13422 South 35th Ave.	Lot 37, Oakridge West	-	-	-	-
A23	PENA, JUAN & IGNACIA	13420 South 35th Ave.	Lot 36, Oakridge West	-	-	-	-
A24	MIKHAYLEVSKIY, MIKHAIL A	13418 South 35th Ave.	Lot 35, Oakridge West	-	-	241.50	-
A25	RICK L KAISER & KATHLEEN A SCHUTZ	13416 South 35th Ave.	Lot 34, Oakridge West	-	-	492.98	-
A26	MCCARTY, BRENDA S & CRYSTAL A	13414 South 35th Ave.	Lot 33, Oakridge West	-	-	427.00	-
A27	KNOPE, MICHAEL H & SU C	13412 South 35th Ave.	Lot 32, Oakridge West	-	-	-	-
A28	MOSS, COLIN D & DONNA BASS	13410 South 35th Ave.	Lot 22, Lookingglass Heights	32.00	-	875.68	-
A29	DRELICHARZ, ALBERT R	13406 South 35th Ave.	Lot 7, Lookingglass Heights	32.00	-	1,189.81	-



TRACT NO.	OWNER	ADDRESS	DESCRIPTION	R.O.W. ACQUISITION	EASEMENT		DRIVEWAY RIGHT OF WAY
					PERM.	TEMP.	
A30	BOYUM, BRETT DAVID	13404 South 35th Ave.	Lot 6, Lookingglass Heights	-	-	980.01	-
A31	KRUEGER, KAY E	13402 South 35th Ave.	Lot 5, Lookingglass Heights	-	-	1,050.01	-
A32	LOWAX, RICHARD & MARY	13310 South 35th Ave.	Lot 4, Lookingglass Heights	-	-	840.01	-
A33	JUAN RODRIGUEZ & ELIZABETH LOPEZ	13308 South 35th Ave.	Lot 3, Lookingglass Heights	-	-	632.83	-
A34	VEIK, JON G & DEBBIE S	13306 South 35th Ave.	Lot 2, Lookingglass Heights	49.93	-	1,537.07	-
A35	HOLMES, RICHARD A & LINDA C	3512 Schumann Dr.	Lot 1A & Outlot A, Lookingglass Heights	49.94	-	1,572.24	-
A36	WEAVER, ELISA CAROL	13216 South 35th Ave.	Lot 1, Oakridge North	-	616.88	906.14	-
A37	COLLINS, LAWRENCE E & DEBI	13214 South 35th Ave.	Lot 2, Oakridge North	-	1,019.82	1,111.40	-
A38	WEGWORTH, ARTHUR L & DONNA	13212 South 35th Ave.	Lot 3, Oakridge North	-	54.10	650.00	-
A39	LADD, KRISTINA	13210 South 35th Ave.	Lot 4, Oakridge North	-	13.71	616.30	-
A40	RAAB, JOE E & COURTNEY	13208 South 35th Ave.	Lot 5, Oakridge North	-	94.50	535.50	-

STA. 185+00.00 TO STA. 200+00.00
RIGHT OF WAY

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*15e.
12/21/2021

COUNCIL MEETING DATE: 12/21/2021		SUBMITTED BY: Legal		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>		CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Resolution 2021-49 - Declaration as to Use for Lot 123, Leawood Oaks Subdivision for a retaining wall.

SYNOPSIS/BACKGROUND:

The city needs to approve and record with the Register of Deeds the Declaration as to Use for the above described lot as further indicated on the Declaration of Use.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the Resolution and authorize the Mayor to sign the same.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Breyer

[Signature]

RESOLUTION NO. 2021-49

DECLARATION AS TO USE

WHEREAS; the City of Bellevue is the owner of Lot(s) 123, Leawood Oaks Subdivision, Bellevue, Nebraska, and

WHEREAS; said Lot(s) 123, Leawood Oaks Subdivision Bellevue, Nebraska, is now being occupied by the Leawood Oaks Park, as park land, and

WHEREAS; The City of Bellevue hereby wishes to construct, operate, and maintain a retaining wall, and associated appurtenances, across a portion of said property, and

WHEREAS; The retaining wall, and associated appurtenances, is to be constructed as part of Nebraska Department of Transportation project MAPA-5061(5), Control Number 22276, and identified as "36th St, N-370 to Sheridan Rd - Bellevue", and

WHEREAS; To comply with Federal Highway Administration 23 CFR 1.23(a) – “Interest to be acquired – The State shall acquire rights-of-way of such nature and extent as are adequate for the construction, operation, and maintenance of a project”; It is necessary for the City of Bellevue to declare that a portion of said property shall be used for the construction, operation, and maintenance of a retaining wall and associated appurtenances.

NOW THEREFORE, BE IT RESOLVED; that the Mayor and City Council of the City of Bellevue, Nebraska, hereby approves the use of a portion of said land owned by the City of Bellevue for the construction, operation, and maintenance of an retaining wall, and associated appurtenances, as shown on attached Exhibit “A”, and as aligned in project plans and specifications for Nebraska Department of Transportation project MAPA-5061(5), Control Number 22276, and identified as "36th St, N-370 to Sheridan Rd - Bellevue".

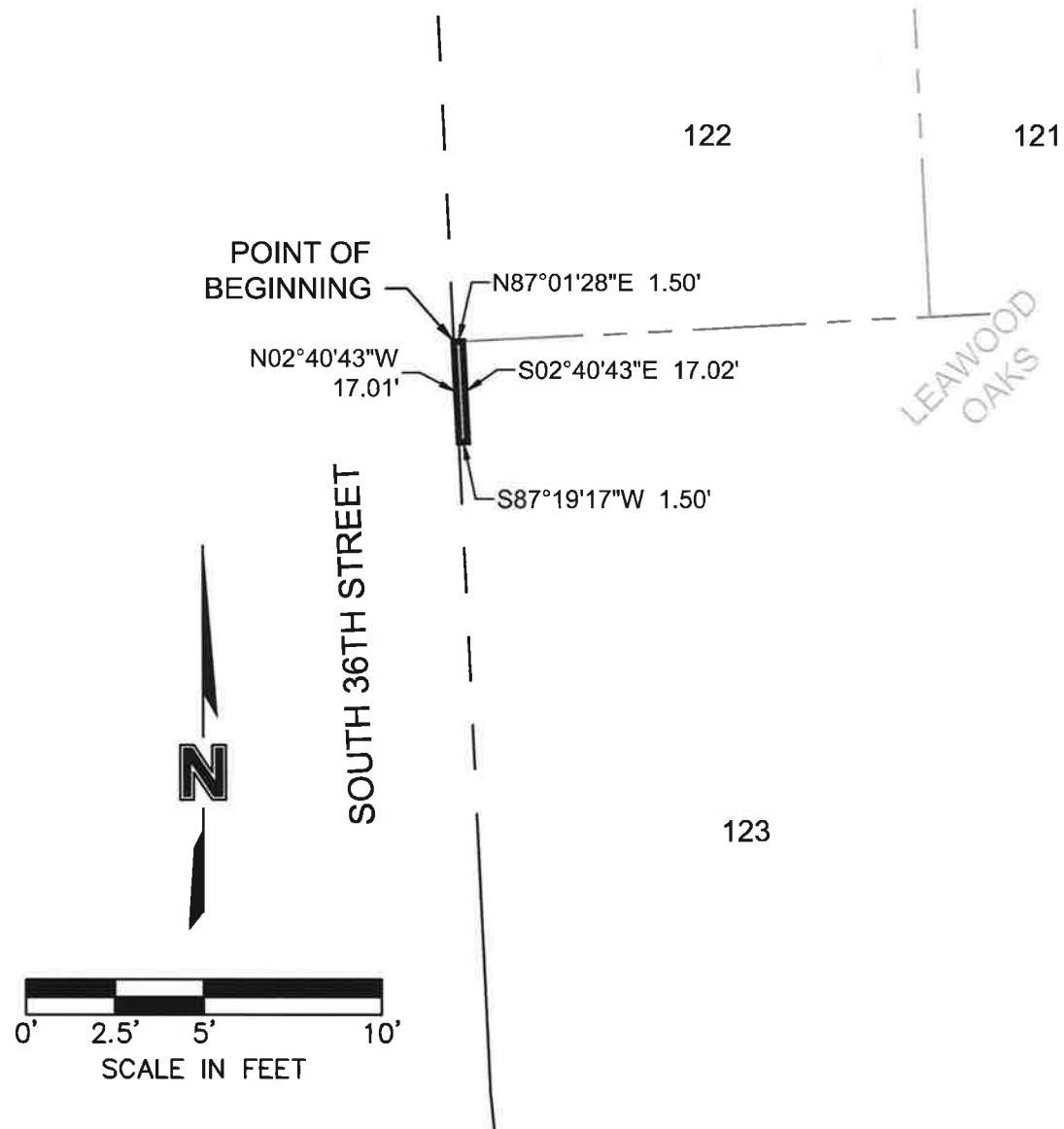
Passed and approved this ___ day of _____, 20__.

Mayor

ATTEST:

City Clerk

DWG: F:\Projects\008-0620-A\40-Design\Survey\SRVY\Sheets\PERM_EASE\VP_ESM-PERM_0080620A.dwg
 DATE: Oct 05, 2018 10:43am
 XREFS: V_P_ROW 0080620A V_P_ESM-TEMP 0080620A V_X_TOPO BNDY 2018 0080620A
 USER: dhastings
 806200dr



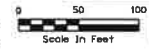
LEGAL DESCRIPTION

A PERMANENT EASEMENT LOCATED IN LOT 123, LEAWOOD OAKS, A PLATTED AND RECORDED SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 123, SAID CORNER ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET; THENCE ON THE NORTH LINE OF SAID LOT 123 ON AN ASSUMED BEARING OF N87°01'28"E, 1.50 FEET; THENCE S02°40'43"E, 17.02 FEET; THENCE S87°19'17"W, 1.50 FEET TO SAID EAST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET; THENCE ON SAID EAST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET, N02°40'43"W, 17.01 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT EASEMENT CONTAINS A CALCULATED AREA OF 25.52 SQUARE FEET, MORE OR LESS.

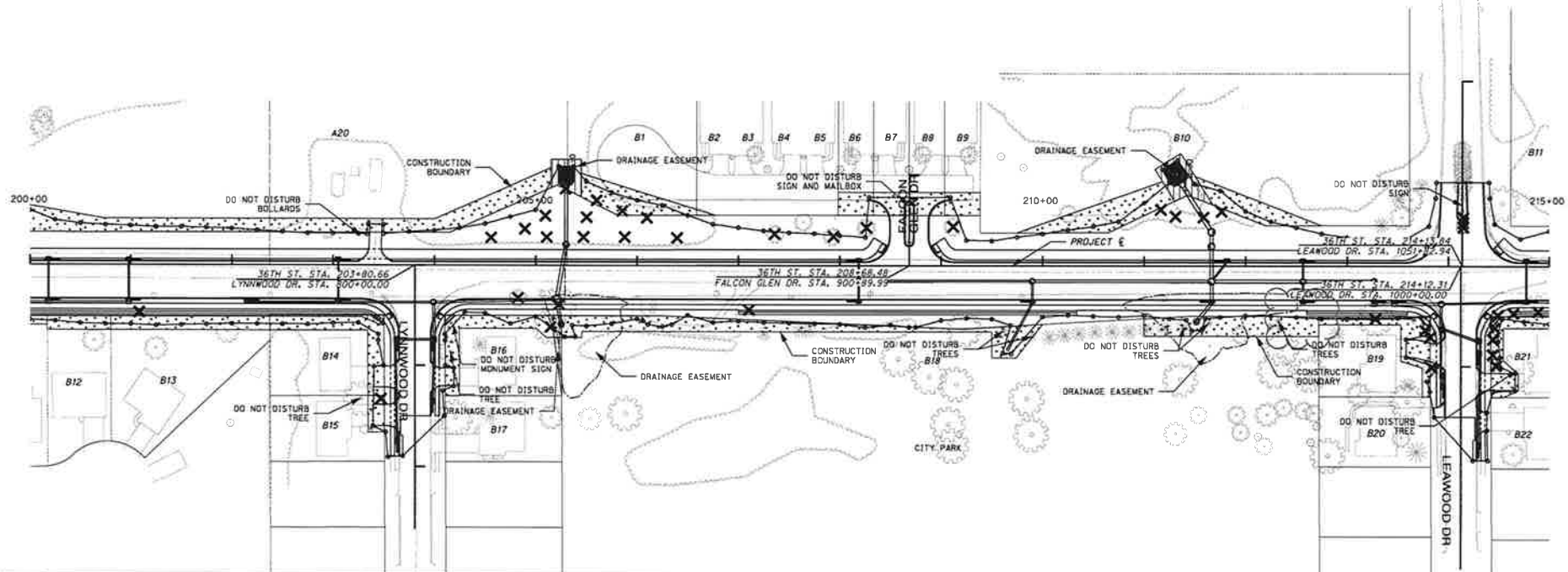
PROJECT NO: A08-0620	PERMANENT EASEMENT	MOLSSON ASSOCIATES 2111 South 67th Street, Suite 200 Omaha, NE 68106 TEL 402.341.1116 FAX 402.341.5895	EXHIBIT
DRAWN BY: DSH			A-1
DATE: 10/02/2018			



LEGEND

LIMITS OF CONSTRUCTION	
PREVIOUS R.O.W.	
NEW R.O.W.	
EXISTING PERMANENT EASEMENT	
TEMPORARY EASEMENT	
EXCESS TAKING	
PERMANENT EASEMENT	

TRACT NO.	OWNER	ADDRESS	DESCRIPTION	R.O.W. ACQUISITION	EASEMENT		DRIVEWAY RIGHT OF WAY
					PERM.	TEMP.	
A20	CITY OF BELLEVUE	-	Outlet & Falcon Forest	-	See Sht. W02	See Sht. W02	-
B1	FALCON FOREST JOINT VENTURE	13004 South 36th St.	Outlet & Falcon Glen	-	468.02	2,341.56	-
B2	SHERWOOD PROPERTIES LLC	12916 South 36th St.	Lot 8 Falcon Glen	-	-	54.91	-
B3	SHERWOOD PROPERTIES LLC	12914 South 36th St.	Lot 7 Falcon Glen	-	-	-	-
B4	SHERWOOD PROPERTIES LLC	12912 South 36th St.	Lot 6 Falcon Glen	-	-	-	-
B5	SHERWOOD PROPERTIES LLC	12910 South 36th St.	Lot 5 Falcon Glen	-	-	-	-
B6	SHERWOOD PROPERTIES LLC	12908 South 36th St.	Lot 4 Falcon Glen	-	-	803.55	-
B7	SHERWOOD PROPERTIES LLC	12906 South 36th St.	Lot 3 Falcon Glen	-	-	803.55	-
B8	SHERWOOD PROPERTIES LLC	12904 South 36th St.	Lot 2 Falcon Glen	-	-	806.86	-
B9	SHERWOOD PROPERTIES LLC	12902 South 36th St.	Lot 1 Falcon Glen	-	-	807.57	-



TRACT NO.	OWNER	ADDRESS	RIGHT OF WAY OWNERSHIP DESCRIPTION	R.O.W. ACQUISITION	EASMENT		DRIVEWAY RIGHT OF WAY
					PERM.	TEMP.	
B10	GREATER OMAHA REALTY CO	-	Tax Lot 7A1 8-13-13 (1.43 AC)	-	1,317.97	4,953.57	-
B11	GREATER OMAHA INVESTMENTS LLC	South 36th St.	Tax Lot 6 8-13-13 (.87 AC)	-	-	-	-
B12	GOOD, ROBERT LUTHER	13206 South 35th Ave.	Lot 6 Oakridge North	-	94.50	850.51	-
B13	ZIPPRICH, GENE M	13204 South 35th Ave.	Lot 7 Oakridge North	-	236.02	2,124.26	-
B14	WATKINS JR, GAIL E	3515 Lynnwood Dr.	Lot 88 Leawood Oaks	48.03	227.51	2,454.95	-
B15	QUALMAN, KURTIS S	3513 Lynnwood Dr.	Lot 87 Leawood Oaks	-	-	576.50	-
B16	HERRERA, RAYMOND & MARIA E	3514 Lynnwood Dr.	Lot 89 Leawood Oaks	50.00	423.84	2,567.05	-
B17	RENK, KIMBER L & JOAN L	3512 Lynnwood Dr.	Lot 90 Leawood Oaks	-	-	-	-
B18	CITY OF BELLEVUE	-	Lot 123 Leawood Oaks	-	25.52	9,183.83	-
B19	RITCHIE, JIMMY D	3515 Leawood Dr.	Lot 122 Leawood Oaks	73.19	149.11	2,237.82	-
B20	MIDGENDORF, DUSTIN J	3513 Leawood Dr.	Lot 121 Leawood Oaks	-	-	-	-
B21	SLY, JAMES E & GWENDOLYN K	3516 Leawood Dr.	Lot 1 Leawood Oaks	58.25	-	2,532.56	-

STA. 200+00.00 TO STA. 215+00.00
RIGHT OF WAY

P:\Projects\008-0620-A-10-Dwg\Map\Information\008-0620-A-ROBR\DKA\Sheets\3. Right-of-Way\0080620r_03.dwg
 9/5/2018
 bcsp@r

ROADWAY DESIGN DIVISION

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*15f.
12/21/2021

COUNCIL MEETING DATE: 12/21/2021	SUBMITTED BY: Legal		
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Resolution 2021-50 - Declaration as to Use for Lot 4, Daniell's Farm Addition Subdivision for a driveway access.

SYNOPSIS/BACKGROUND:

The city needs to approve and record with the Register of Deeds the Declaration as to Use for the above described lot as further indicated on the Declaration of Use.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the Resolution and authorize the Mayor to sign the same.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Breyer
[Signature]

RESOLUTION NO. 2021-50

DECLARATION AS TO USE

WHEREAS; the City of Bellevue is the owner of Lot(s) 4, Daniell's Farm Addition Subdivision, Bellevue, Nebraska, and

WHEREAS; said Lot(s) 4, Daniell's Farm Addition Subdivision Bellevue, Nebraska, is now being occupied by the Bellevue City Municipal Building Corporation, as an open field, and

WHEREAS; The City of Bellevue hereby wishes to construct, operate, and maintain a driveway access, and associated appurtenances, across a portion of said property, and

WHEREAS; The driveway access, and associated appurtenances, is to be constructed as part of Nebraska Department of Transportation project MAPA-5061(5), Control Number 22276, and identified as "36th ST, N-370 to Sheridan Rd - Bellevue", and

WHEREAS; To comply with Federal Highway Administration 23 CFR 1.23(a) – "Interest to be acquired – The State shall acquire rights-of-way of such nature and extent as are adequate for the construction, operation, and maintenance of a project"; It is necessary for the City of Bellevue to declare that a portion of said property shall be used for the construction, operation, and maintenance of a driveway access and associated appurtenances.

NOW THEREFORE, BE IT RESOLVED; that the Mayor and City Council of the City of Bellevue, Nebraska, hereby approves the use of a portion of said land owned by the City of Bellevue for the construction, operation, and maintenance of a driveway access, and associated appurtenances, as shown on attached Exhibit "A", and as aligned in project plans and specifications for Nebraska Department of Transportation project MAPA-5061(5), Control Number 22276, and identified as "36th ST, N-370 to Sheridan Rd - Bellevue".

Passed and approved this ___ day of _____, 20__.

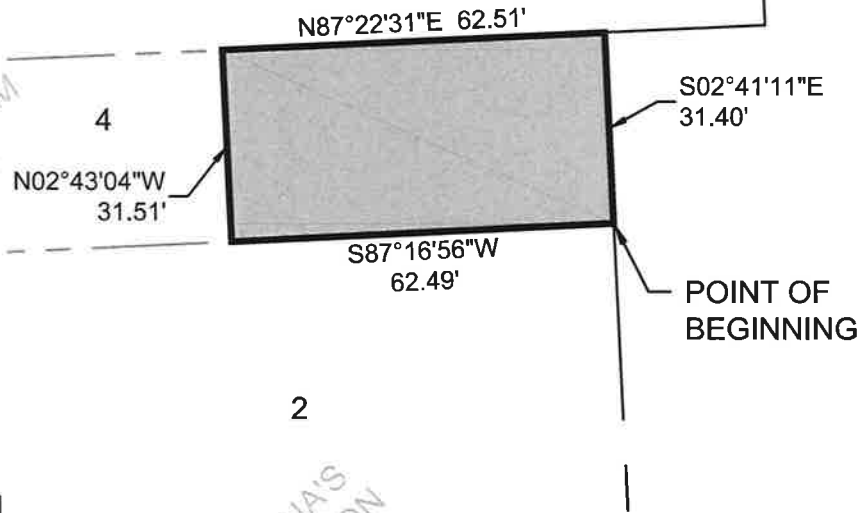
Mayor

ATTEST:

City Clerk

PART OF THE SOUTHEAST QUARTER OF
 THE NORTHEAST QUARTER OF
 SECTION 5, T13N, R13E
 OWNER: ANDERSON GROVE CEMETARY

SOUTH 36TH STREET



DANIELL'S FARM
 ADDITION

CAMPAGNA'S
 2ND ADDITION



LEGAL DESCRIPTION

A PERMANENT ACCESS EASEMENT LOCATED IN LOT 4, DANIELL'S FARM ADDITION, A PLATTED AND RECORDED SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4, SAID CORNER ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET; THENCE ON THE SOUTH LINE OF SAID LOT 4, ON AN ASSUMED BEARING OF S87°16'56\"W, 62.49 FEET; THENCE N02°43'04\"W, 31.51 FEET TO THE NORTH LINE OF SAID LOT 4; THENCE ON SAID NORTH LINE OF LOT 4, N87°22'31\"E, 62.51 FEET TO THE NORTHEAST CORNER OF SAID LOT 4, SAID CORNER ALSO BEING ON SAID WEST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET; THENCE ON SAID WEST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET, S02°41'11\"E, 31.40 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT ACCESS EASEMENT CONTAINS A CALCULATED AREA OF 1,965.91 SQUARE FEET OR 0.045 ACRES, MORE OR LESS.

DWG: F:\Projects\008-0620-A\40-Design\Survey\SRVY\Sheets\PERM EASE\V_P_ESM-PERM_0080620A.dwg
 DATE: Nov 30, 2021 9:34am
 XREFS: V_P_ROW 0080620A V_X_TOPO BNDY 2018 0080620A V_P_ESM-TEMP C1-C14 0080620A
 USER: dhastings 806200dr

PROJECT NO:	A08-0620
DRAWN BY:	DSH
DATE:	11/30/2021

**PERMANENT ACCESS
 EASEMENT**

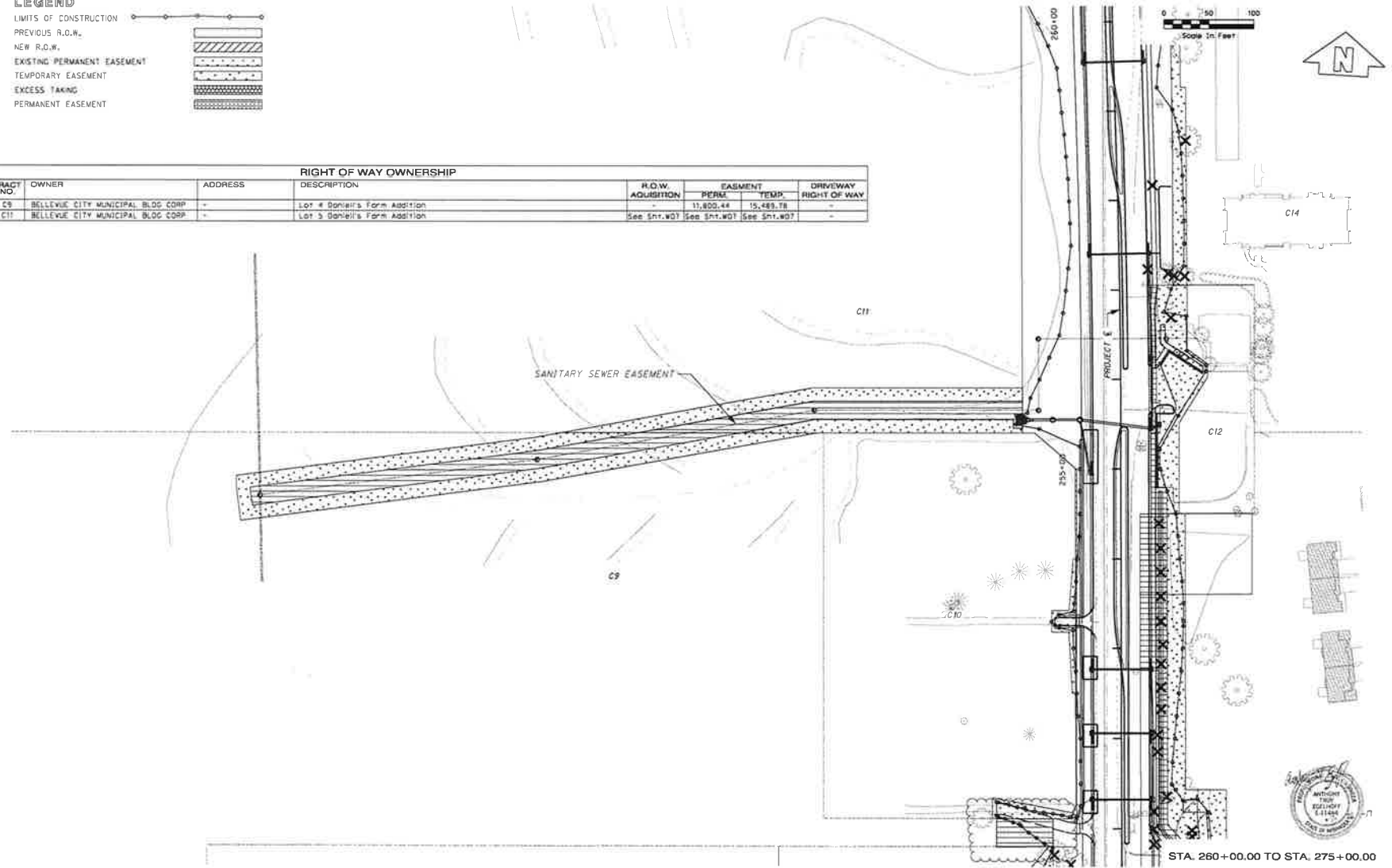
MOLSSON ASSOCIATES
 2111 South 67th Street, Suite 200
 Omaha, NE 68106
 TEL 402.341.1116
 FAX 402.341.5895

EXHIBIT
A-1

LEGEND

- LIMITS OF CONSTRUCTION
- PREVIOUS R.O.W.
- NEW R.O.W.
- EXISTING PERMANENT EASEMENT
- TEMPORARY EASEMENT
- EXCESS TAKING
- PERMANENT EASEMENT

RIGHT OF WAY OWNERSHIP						
TRACT NO.	OWNER	ADDRESS	DESCRIPTION	R.O.W. ACQUISITION	EASEMENT PERM.	DRIVEWAY TEMP. RIGHT OF WAY
C9	BELLEVUE CITY MUNICIPAL BLDG CORP	-	Lot # Danieil's Farm Addition	-	11,800.44	-
C11	BELLEVUE CITY MUNICIPAL BLDG CORP	-	Lot 5 Danieil's Farm Addition	See Sht.W07	See Sht.W07	See Sht.W07



STA. 260+00.00 TO STA. 275+00.00
RIGHT OF WAY

ROADWAY DESIGN DIVISION

F:\17\106131\106131-0620-A\106131-0620-A_081810\DWG\106131-0620-A_081810\106131-0620-A_081810.dwg
 1/28/2019
 1:20

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*15g.
12/21/2021

COUNCIL MEETING DATE: 12/21/2021	SUBMITTED BY: Legal	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Resolution 2021-51 - Declaration as to Use for Lot 4-5, Daniell's Farm Addition Subdivision for a sanitary sewer.

SYNOPSIS/BACKGROUND:

The city needs to approve and record with the Register of Deeds the Declaration as to Use for the above described lot as further indicated on the Declaration of Use.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the Resolution and authorize the Mayor to sign the same.

ATTACHMENTS:

1. Resolution 2. 3.

4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:



FINANCE APPROVAL AS TO FORM:



ADMINISTRATOR APPROVAL AS TO FORM:



RESOLUTION NO. 2021-51

DECLARATION AS TO USE

WHEREAS; the City of Bellevue is the owner of Lot(s) 4-5, Daniell's Farm Addition Subdivision, Bellevue, Nebraska, and

WHEREAS; said Lot(s) 4-5, Daniell's Farm Addition Subdivision Bellevue, Nebraska, is now being occupied by the Bellevue City Municipal Building Corporation, as an open field, and

WHEREAS; The City of Bellevue hereby wishes to construct, operate, and maintain a sanitary sewer, and associated appurtenances, across a portion of said property, and

WHEREAS; The sanitary sewer, and associated appurtenances, is to be constructed as part of Nebraska Department of Transportation project MAPA-5061(5), Control Number 22276, and identified as "36th St. N-370 to Sheridan Rd - Bellevue", and

WHEREAS; To comply with Federal Highway Administration 23 CFR 1.23(a) – "Interest to be acquired – The State shall acquire rights-of-way of such nature and extent as are adequate for the construction, operation, and maintenance of a project"; It is necessary for the City of Bellevue to declare that a portion of said property shall be used for the construction, operation, and maintenance of a sanitary sewer and associated appurtenances.

NOW THEREFORE, BE IT RESOLVED; that the Mayor and City Council of the City of Bellevue, Nebraska, hereby approves the use of a portion of said land owned by the City of Bellevue for the construction, operation, and maintenance of a sanitary sewer, and associated appurtenances, as shown on attached Exhibit "A", and as aligned in project plans and specifications for Nebraska Department of Transportation project MAPA-5061(5), Control Number 22276, and identified as "36th St. N-370 to Sheridan Rd - Bellevue".

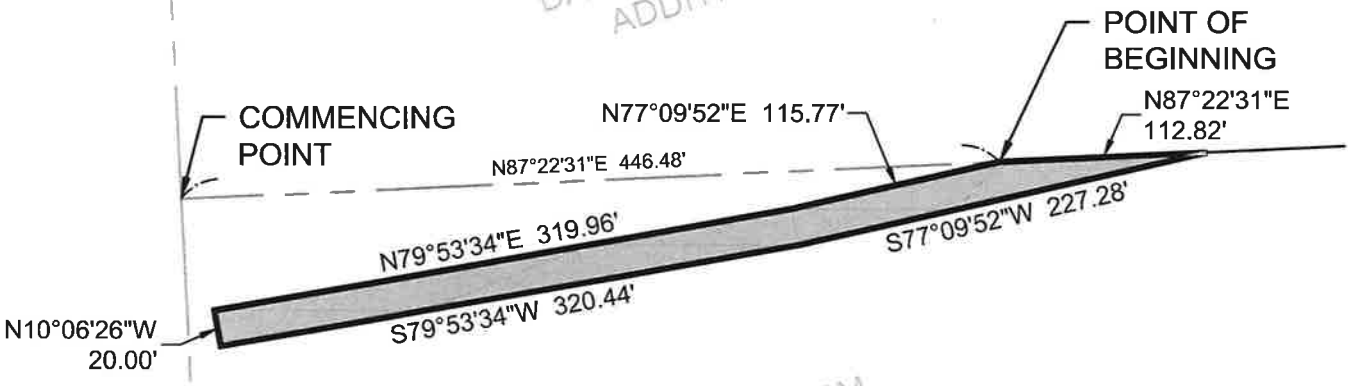
Passed and approved this ___ day of _____, 20__.

Mayor

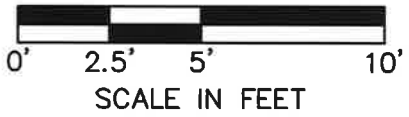
ATTEST:

City Clerk

DANIELL'S FARM
ADDITION 5



DANIELL'S FARM
ADDITION 4



DWG: F:\Projects\008-0620-A\40-Design\Survey\SRVY\Sheets\PERM_EASE\V_P_ESM-PERM_0080620A.dwg
 DATE: Nov 30, 2021 9:30am
 XREFS: V_P_ROW_0080620A V_X_TOPO_BNDY_2018_0080620A V_P_ESM-TEMP C1-C14_0080620A
 USER: dhastings 806200dr

LEGAL DESCRIPTION

A PERMANENT SANITARY SEWER EASEMENT LOCATED IN PART OF LOT 4, DANIELL'S FARM ADDITION, A PLATTED AND RECORDED SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

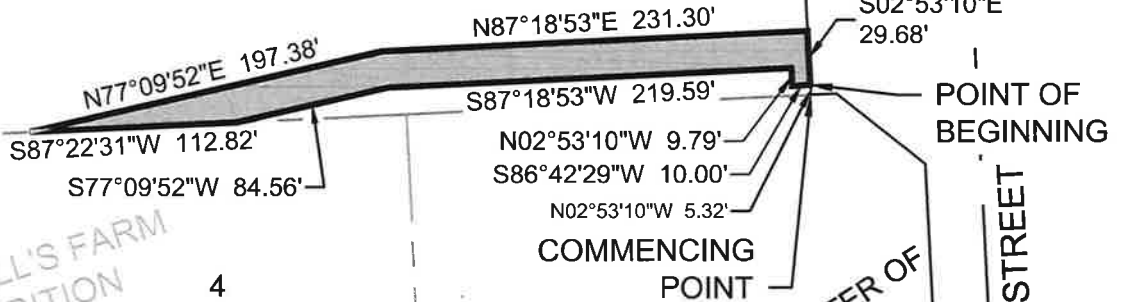
COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 4, DANIELL'S FARM ADDITION; THENCE ON THE NORTH LINE OF SAID LOT 4, ON AN ASSUMED BEARING OF N87°22'31"E, 446.48 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ON SAID NORTH LINE OF LOT 4, N87°22'31"E, 112.82 FEET; THENCE S77°09'52"W, 227.28 FEET; THENCE S79°53'34"W, 320.44 FEET; THENCE N10°06'26"W, 20.00 FEET; THENCE N79°53'34"E, 319.96; THENCE N77°09'52"E, 115.77 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT SANITARY SEWER EASEMENT CONTAINS A CALCULATED AREA OF 9,834.53 SQUARE FEET OR 0.226 ACRES, MORE OR LESS.

PROJECT NO: A08-0620	PERMANENT SANITARY SEWER EASEMENT		2111 South 67th Street, Suite 200 Omaha, NE 68108 © TEL 402.341.1116 FAX 402.341.5895	EXHIBIT
DRAWN BY: DSH			A-1	
DATE: 11/30/2021				

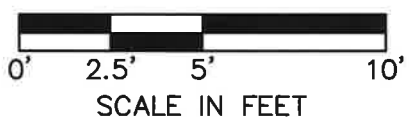
DANIELL'S FARM ADDITION 5

DANIELL'S FARM ADDITION 4



PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, T13N, R13E OWNER: ANDERSON GROVE CEMETARY

SOUTH 36TH STREET



LEGAL DESCRIPTION

A PERMANENT SANITARY SEWER EASEMENT LOCATED IN PART OF LOT 5, DANIELL'S FARM ADDITION, A PLATTED AND RECORD SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 5, DANIELL'S FARM ADDITION, SAID CORNER ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET; THENCE ON SAID WEST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET, ON AN ASSUMED BEARING OF N02°53'10"W, 5.32 FEET TO THE POINT OF BEGINNING; THENCE S86°42'29"W, 10.00 FEET; THENCE N02°53'10"W, 9.79 FEET; THENCE S87°18'53"W, 219.59 FEET; THENCE S77°09'52"W, 84.56 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 5; THENCE ON SAID SOUTH LINE OF LOT 5, S87°22'31"W, 112.82 FEET; THENCE N77°09'52"E, 197.38 FEET; THENCE N87°18'53"E, 231.30 TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET; THENCE ON SAID WEST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET, S02°53'10"E, 29.68 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT SANITARY SEWER EASEMENT CONTAINS A CALCULATED AREA OF 7,525.62 SQUARE FEET OR 0.173 ACRES, MORE OR LESS.

DWG: F:\Projects\008-0620-A\40-Design\Survey\SRVY_Sheets\PERM_EASE\VP_ESM-PERM_0080620A.dwg
 DATE: Nov 30, 2021 9:31am
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 USER: dhastings 806200dr








PROJECT NO:	A08-0620
DRAWN BY:	DSH
DATE:	11/30/2021

PERMANENT SANITARY SEWER EASEMENT

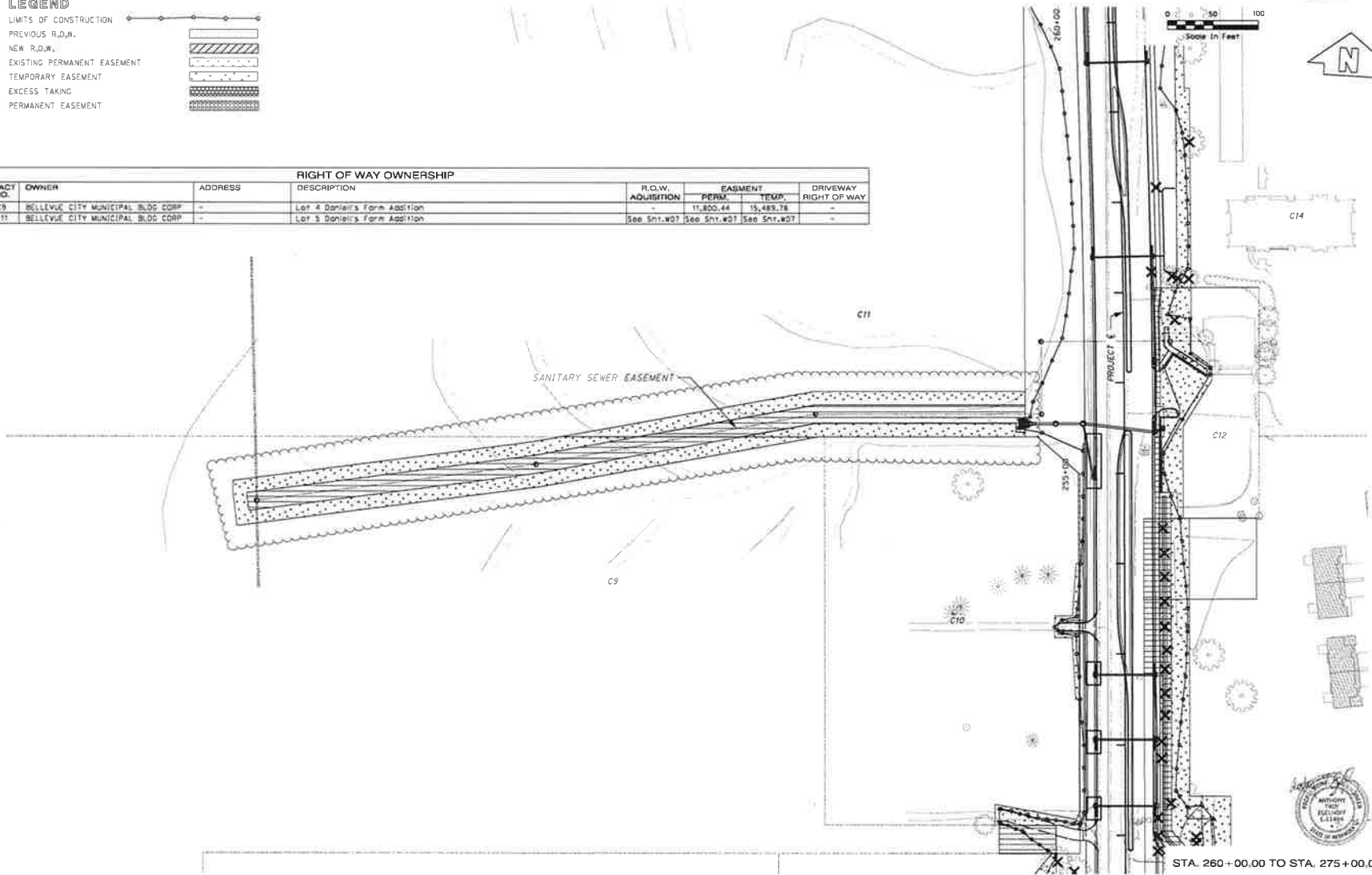
2111 South 67th Street, Suite 200
 Omaha, NE 68106
 © TEL 402.341.1116
 FAX 402.341.5895

EXHIBIT
A-2

LEGEND

- LIMITS OF CONSTRUCTION 
- PREVIOUS R.O.W. 
- NEW R.O.W. 
- EXISTING PERMANENT EASEMENT 
- TEMPORARY EASEMENT 
- EXCESS TAKING 
- PERMANENT EASEMENT 

TRACT NO.	OWNER	ADDRESS	RIGHT OF WAY OWNERSHIP			
			R.O.W. ACQUISITION	EASEMENT		DRIVEWAY RIGHT OF WAY
C9	BELLEVUE CITY MUNICIPAL BLDG CORP	-	-	PERM. 11,800.44	TEMP. 15,489.78	-
C11	BELLEVUE CITY MUNICIPAL BLDG CORP	-	See Sht. W07	See Sht. W07	See Sht. W07	-



STA. 260+00.00 TO STA. 275+00.00

RIGHT OF WAY



ROADWAY DESIGN DIVISION

C:\projects\0308-3520-AMD-Inspection\Map\station\0308-3520-A_030810\EN\Shaw's\21_Right-Of-Way\03083520-10.dgn
 12/26/2017 10:45:45 AM

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

***15h.
12/21/2021**

COUNCIL MEETING DATE: 12/21/2021		SUBMITTED BY: Legal		
AGENDA ITEM:	CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	ORDINANCE	<input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	CURRENT BUSINESS	<input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Resolution 2021-52 - Declaration as to Use for Lot 5, Daniell's Farm Addition Subdivision for a municipal street.

SYNOPSIS/BACKGROUND:

The city needs to approve and record with the Register of Deeds the Declaration as to Use for the above described lot as further indicated on the Declaration of Use.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the Resolution and authorize the Mayor to sign the same.

ATTACHMENTS:

1. Resolution 2. 3.

4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Brynne

James

James

RESOLUTION NO. 2021-52

DECLARATION AS TO USE

WHEREAS; the City of Bellevue is the owner of Lot(s) 5, Daniell's Farm Addition Subdivision, Bellevue, Nebraska, and

WHEREAS; said Lot(s) 5, Daniell's Farm Addition Subdivision Bellevue, Nebraska, is now being occupied by the Bellevue City Municipal Building Corporation, as an open field, and

WHEREAS; The City of Bellevue hereby wishes to construct, operate, and maintain a municipal street, and associated appurtenances, across a portion of said property, and

WHEREAS; The municipal street, and associated appurtenances, is to be constructed as part of Nebraska Department of Transportation project MAPA-5061(5), Control Number 22276, and identified as "36th St, N-370 to Sheridan Rd - Bellevue", and

WHEREAS; To comply with Federal Highway Administration 23 CFR 1.23(a) – "Interest to be acquired – The State shall acquire rights-of-way of such nature and extent as are adequate for the construction, operation, and maintenance of a project"; It is necessary for the City of Bellevue to declare that a portion of said property shall be used for the construction, operation, and maintenance of a municipal street and associated appurtenances.

NOW THEREFORE, BE IT RESOLVED; that the Mayor and City Council of the City of Bellevue, Nebraska, hereby approves the use of a portion of said land owned by the City of Bellevue for the construction, operation, and maintenance of a municipal street, and associated appurtenances, as shown on attached Exhibit "A", and as aligned in project plans and specifications for Nebraska Department of Transportation project MAPA-5061(5), Control Number 22276, and identified as "36th St, N-370 to Sheridan Rd - Bellevue".

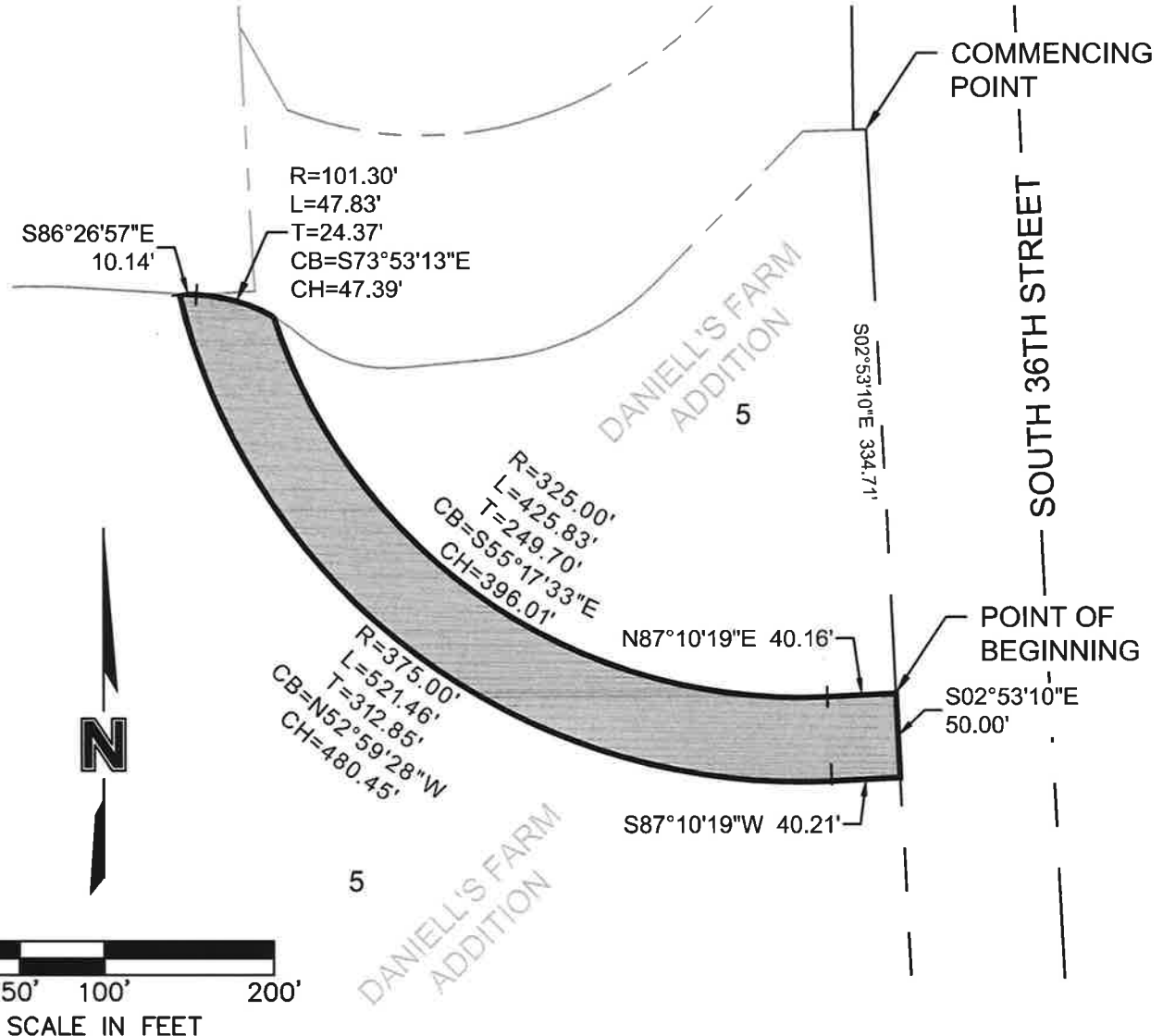
Passed and approved this ___ day of _____, 20__.

Mayor

ATTEST:

City Clerk

USER: dhostings
 V_P_ESM-TEMP 0080620A
 V_P_ESM-PERM 0080620A
 XREFS: V_X_TOPO BNDY 2018 0080620A
 DWG: F:\Projects\008-0620-A\40-Design\Survey\SRVY\Sheets\ROW\V_P_ROW 0080620A.dwg
 DATE: Nov 30, 2021 9:39am



LEGAL DESCRIPTION

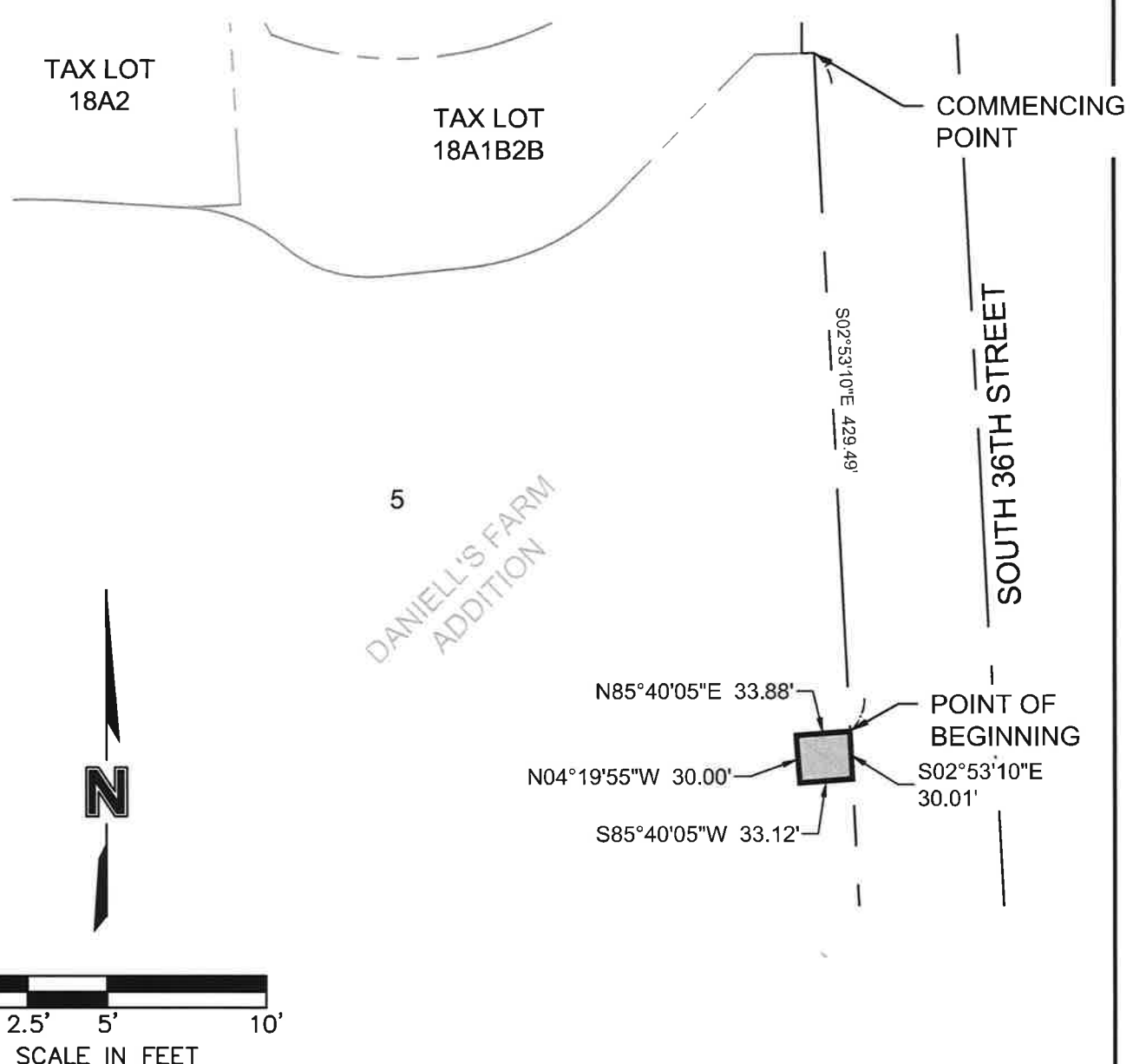
A RIGHT-OF-WAY DEDICATION LOCATED IN LOT 5, DANIELL'S FARM ADDITION, A PLATTED AND RECORDED SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 5, SAID CORNER ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET; THENCE ON SAID WEST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET ON AN ASSUMED BEARING OF S02°53'10"E, 334.71 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ON SAID WEST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET S02°53'10"E, 50.00 FEET; THENCE S87°10'19"W, 40.21 FEET TO A POINT OF CURVATURE; THENCE ON A 375.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 521.46 FEET (LONG CHORD BEARS N52°59'28"W, 480.45 FEET) TO A POINT ON THE NORTH LINE OF SAID LOT 5; THENCE ON SAID NORTH LINE OF LOT 5, S86°26'57"E, 10.14 FEET TO A POINT OF CURVATURE; THENCE ON A 101.30 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 47.83 FEET (LONG CHORD BEARS S73°53'13"E, 47.39 FEET) TO A POINT OF CURVATURE; THENCE ON A 325.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 425.83 FEET (LONG CHORD BEARS S55°17'33"E, 396.01 FEET); THENCE N87°10'19"E, 40.16 FEET TO THE POINT OF BEGINNING.

SAID RIGHT-OF-WAY DEDICATION CONTAINS A CALCULATED AREA OF 25,837.83 SQUARE FEET OR 0.593 ACRES, MORE OR LESS.

PROJECT NO: A08-0620	RIGHT-OF-WAY DEDICATION	2111 South 67th Street, Suite 200 Omaha, NE 68106 © TEL 402.341.1116 FAX 402.341.5895	EXHIBIT
DRAWN BY: DSH			A-1
DATE: 11/30/2021			

DWG: F:\Projects\008-0620-A\40-Design\Survey\SRVY\Sheets\PERM EASE\V_P_ESM-PERM_0080620A.dwg USER: dhastings
 DATE: Nov 30, 2021 9:32am XREFS: V_P_ROW 0080620A V_X_TOPO BNDY 2018 0080620A 806200dr V_LP_ESM-TEMP C1-C14 0080620A



LEGAL DESCRIPTION

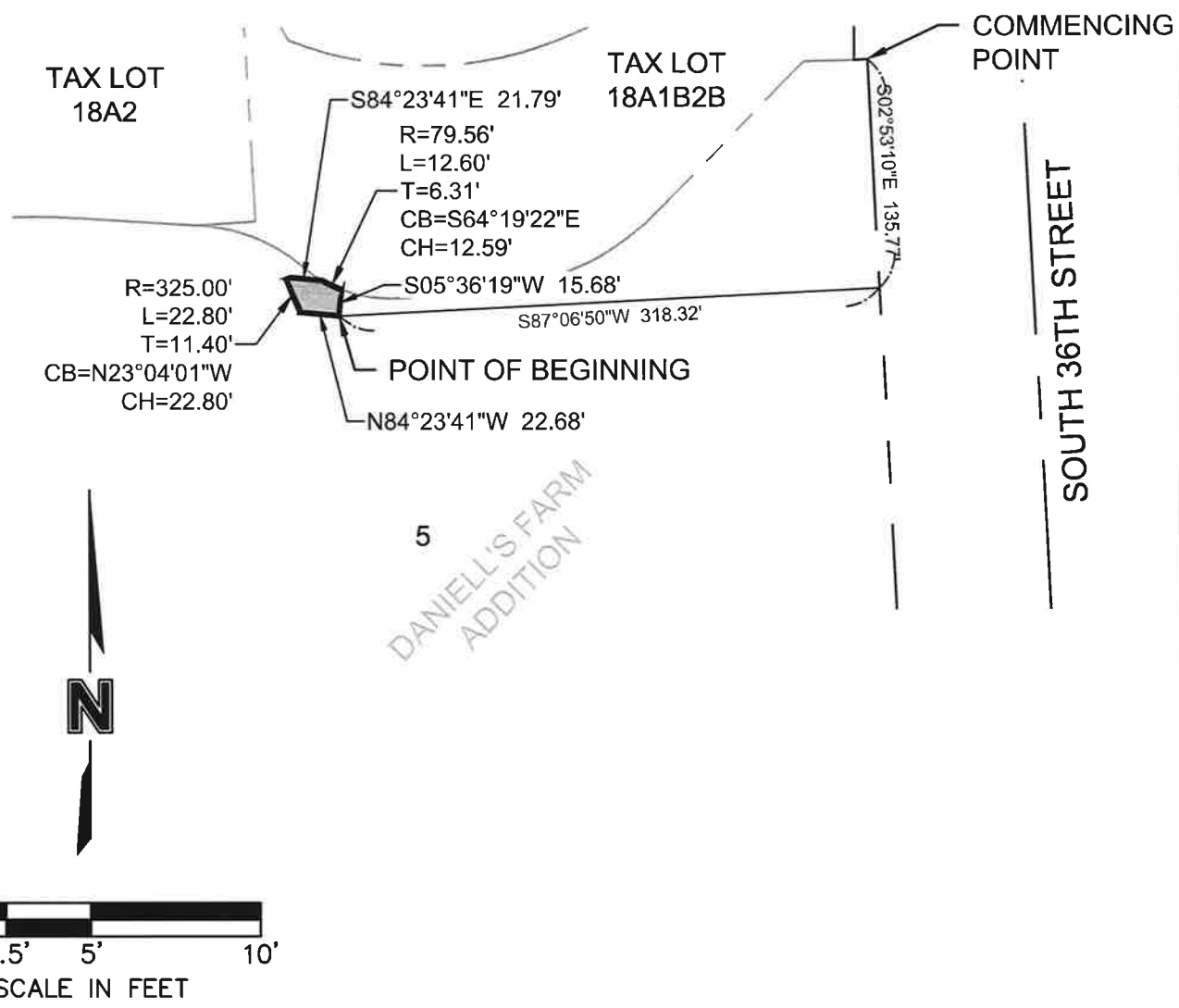
A PERMANENT DRAINAGE EASEMENT LOCATED IN LOT 5, DANIELL'S FARM ADDITION, A PLATTED AND RECORDED SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 5, DANIELL'S FARM ADDITION, SAID CORNER ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET; THENCE ON SAID WEST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET ON AN ASSUMED BEARING OF S02°53'10"E, 429.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ON SAID WEST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET, S02°53'10"E, 30.01 FEET; THENCE S85°40'05"W, 33.12 FEET; THENCE N04°19'55"W, 30.00 FEET; THENCE N85°40'05"E, 33.88 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT DRAINAGE EASEMENT CONTAINS A CALCULATED AREA OF 1,005.03 SQUARE FEET OR 0.023 ACRES, MORE OR LESS.

PROJECT NO: A08-0620	PERMANENT DRAINAGE EASEMENT	MOLSSON ASSOCIATES	2111 South 67th Street, Suite 200 Omaha, NE 68108 © TEL 402.341.1116 FAX 402.341.5895	EXHIBIT
DRAWN BY: DSH				A-2
DATE: 10/02/2018				

DWG: F:\Projects\008-0620-A\40-Design\Survey\SRVY\Sheets\PERM EASE\V_P_ESM-PERM_0080620A.dwg
 DATE: Nov 30, 2021 9:32am
 XREFS: V_P_ROW_0080620A V_X_TOPO_BNDY 2018 0080620A V_J_ESM-TEMP C1-C14 0080620A
 USER: dhastings 806200dr



LEGAL DESCRIPTION

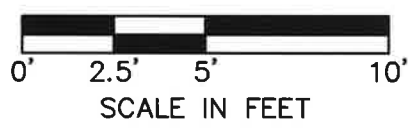
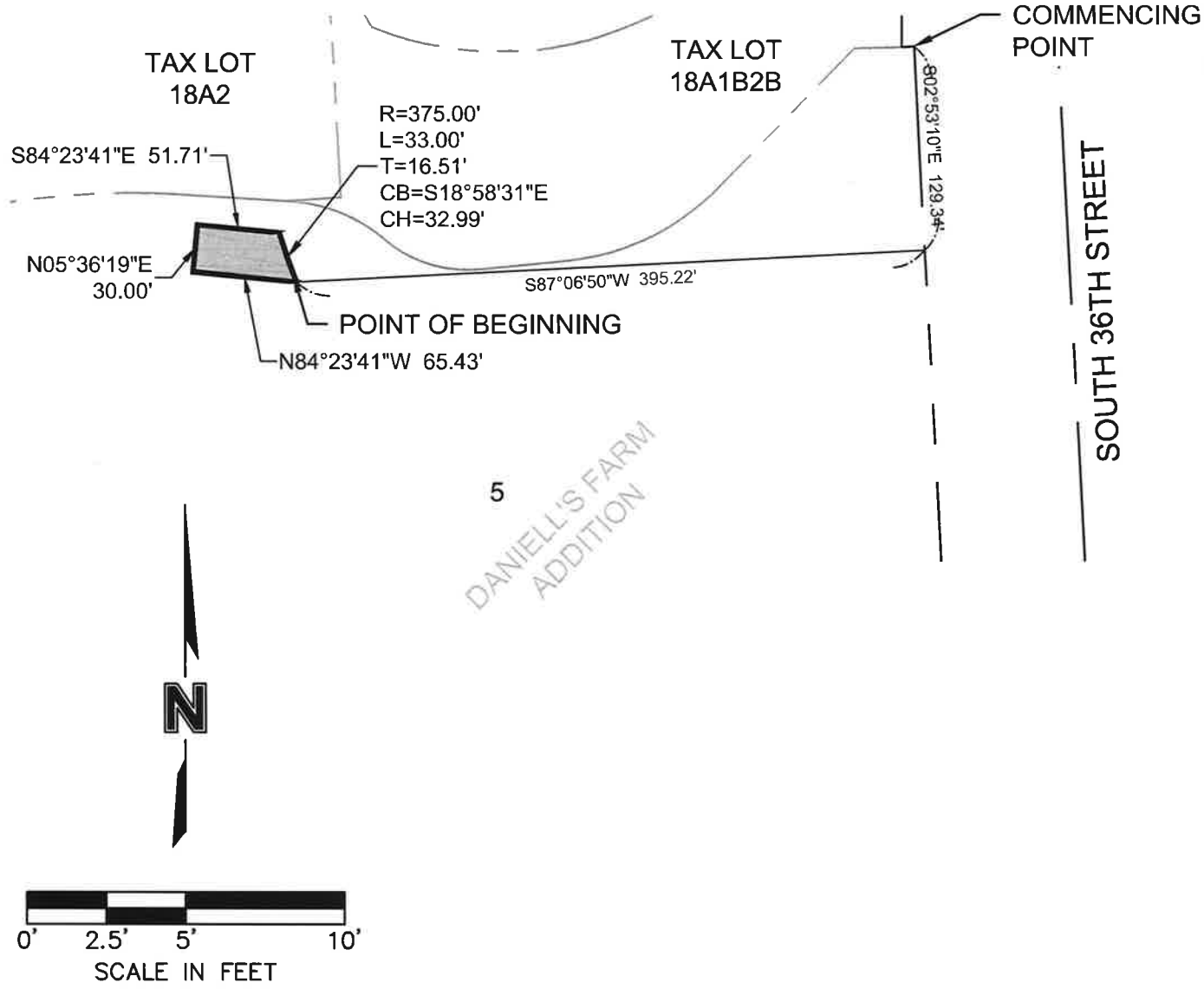
A PERMANENT DRAINAGE EASEMENT LOCATED IN LOT 5, DANIELL'S FARM ADDITION, A PLATTED AND RECORDED SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 5, DANIELL'S FARM ADDITION, SAID CORNER ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET; THENCE ON SAID WEST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET ON AN ASSUMED BEARING OF S02°53'10"E, 135.77 FEET; THENCE S87°06'50"W, 318.32 FEET TO THE POINT OF BEGINNING; THENCE N84°23'41"W, 22.68 FEET TO A POINT OF CURVATURE; THENCE ON A 325.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 22.80 FEET (LONG CHORD BEARS N23°04'01"W, 22.80 FEET); THENCE S84°23'41"E, 21.79 FEET TO A POINT OF CURVATURE ON THE NORTH LINE OF SAID LOT 5; THENCE ON SAID NORTH LINE OF LOT 5, ON A 79.56 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 12.60 FEET (LONG CHORD BEARS S64°19'22"E, 12.59 FEET); THENCE S05°36'19"W, 15.68 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT DRAINAGE EASEMENT CONTAINS A CALCULATED AREA OF 538.35 SQUARE FEET OR 0.012 ACRES, MORE OR LESS.

PROJECT NO: A08-0620	PERMANENT DRAINAGE EASEMENT	MOLSSON ASSOCIATES	2111 South 67th Street, Suite 200 Omaha, NE 68106 © TEL 402.341.1116 FAX 402.341.5895	EXHIBIT
DRAWN BY: DSH			A-3	
DATE: 11/30/2021				

DWG: F:\Projects\008-0620-A\40-Design\Survey\SRV\Sheets\PERM EASE\V_P_ESM-PERM 0080620A.dwg USER: dhastings
 DATE: Nov 30, 2021 9:35am XREFS: V_P_ROW 0080620A V_X_TOPO BNDY 2018 0080620A V_P_ESM-TEMP C1-C14 0080620A



LEGAL DESCRIPTION

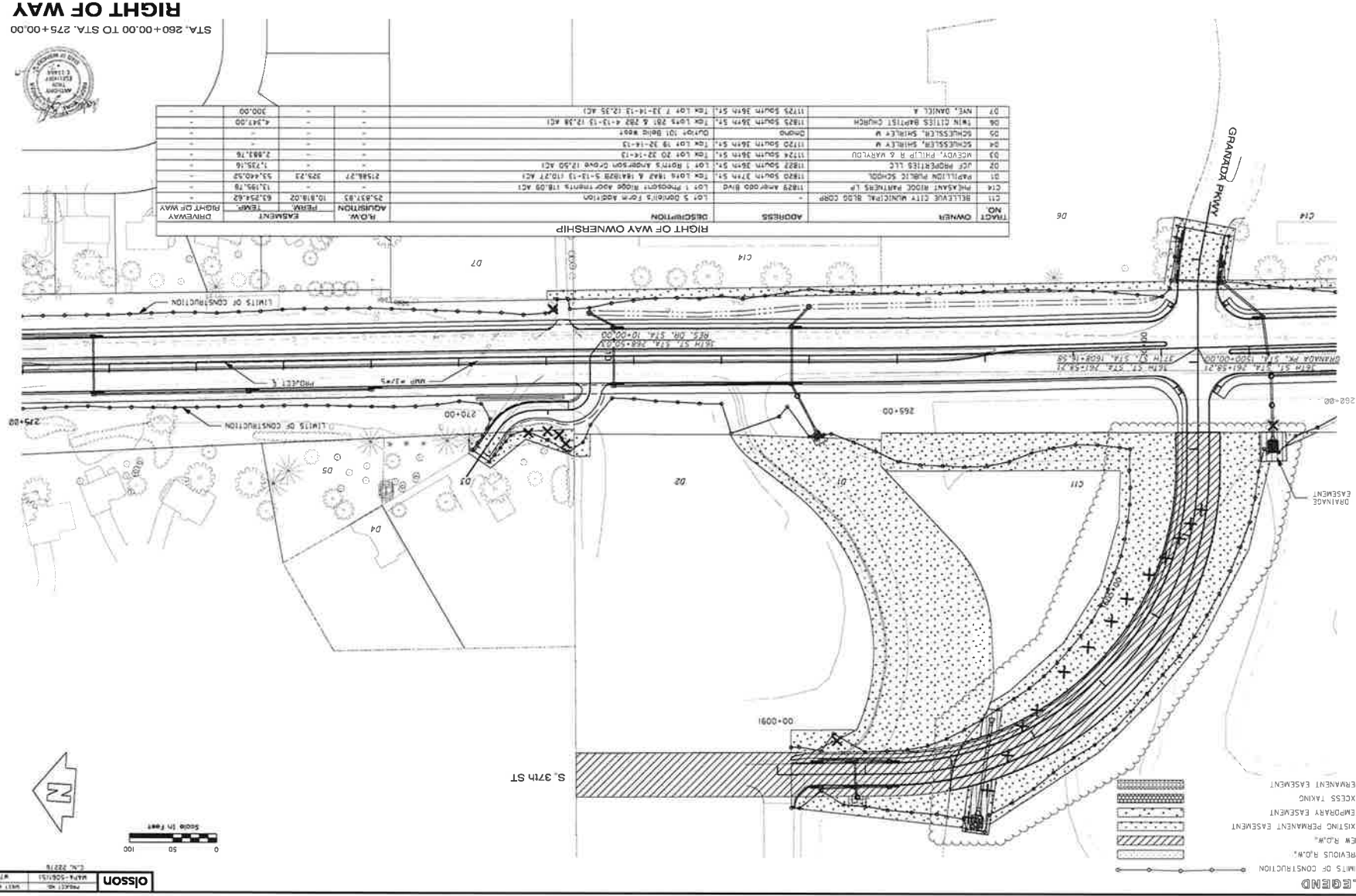
A PERMANENT DRAINAGE EASEMENT LOCATED IN LOT 5, DANIELL'S FARM ADDITION, A PLATTED AND RECORDED SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 5, DANIELL'S FARM ADDITION, SAID CORNER ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET; THENCE ON SAID WEST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET ON AN ASSUMED BEARING OF S02°53'10"E, 129.34 FEET; THENCE S87°06'50"W, 395.22 FEET TO THE POINT OF BEGINNING; THENCE N84°23'41"W, 65.43 FEET; THENCE N05°36'19"E, 30.00 FEET; THENCE S84°23'41"E, 51.71 FEET TO A POINT OF CURVATURE; THENCE ON A 375.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 33.00 FEET (LONG CHORD BEARS S18°58'31"E, 32.99 FEET) TO THE POINT OF BEGINNING.

SAID PERMANENT DRAINAGE EASEMENT CONTAINS A CALCULATED AREA OF 1,749.02 SQUARE FEET OR 0.040 ACRES, MORE OR LESS.

5
DANIELL'S FARM
ADDITION

PROJECT NO: A08-0620	PERMANENT DRAINAGE EASEMENT	MOLSSON ASSOCIATES	2111 South 67th Street, Suite 200 Omaha, NE 68106 TEL 402.341.1116 FAX 402.341.5895	EXHIBIT
DRAWN BY: DSH			A-4	
DATE: 11/30/2021				



Olsson
 PROJECT NO. 15081/13
 SHEET NO. 47
 DATE: 07/27/13

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15i.
12/21/2021

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 type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to approve the Jefferson Place Redevelopment Plan for Lots 1 through 6, and Part of Lots 7 through 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 & Jefferson Street.

SYNOPSIS/BACKGROUND:

Mercury Property Management, Inc. is requesting approval of the Jefferson Place Redevelopment Plan for Lots 1 through 6, and part of Lots 7 through 11A, Block 170, Bellevue, together with the adjacent vacated streets, avenues, and alleys. The 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. As part of the redevelopment plan, the applicant is requesting approval of \$750,000 in Tax Increment Financing.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

1. Staff Memo	2. Resolution 2021-53	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)



City of Bellevue
Planning Department
1510 Wall Street • Bellevue, Nebraska 68005
(402) 293-3026

MEMORANDUM

TO: City Council
Mayor Rusty Hike
City Administrator Jim Ristow

FROM: Angela Curry, Assistant Planning Manager

DATE: December 14, 2021

RE: Proposed Redevelopment Plan for Jefferson Place

Attached for your review and recommendation is the Redevelopment Plan for the Jefferson Place redevelopment project. This plan proposes the redevelopment of the vacant property of Lots 1 through 6, and Part of Lots 7 through 11A, lying south and west of Harvell Drive, Block 170, Bellevue. This area was previously designated as blighted and substandard by Resolution 2021-38, which was approved by the City Council on October 19, 2021. Approval of the Redevelopment Plan is the next step in the redevelopment process.

The site is approximately 1.71 acres in size and consists of several non-conforming, residential lots located south of West 16th Avenue, along Harvell Drive. The lots are undeveloped. The property lacks improvements and has been vacant for many years.

The applicant is proposing redevelopment of the property by rezoning and replatting the existing lots to be developed into ten residential dwelling units. The development will consist of two four-plex residential structures, along with one duplex residential structure. Each 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) in addition to a garage.

The applicant anticipates approximately \$536,000 will be necessary for civil site improvements, to include public utility relocation and infrastructure improvements.

The applicant is estimating the property's valuation to be \$3,150,000 upon completion. The Redevelopment Plan states there is approximately \$860,000 of Tax Increment Financing (TIF) eligible redevelopment costs associated with the project. The applicant is proposing the use of TIF to fund \$750,000 of the expenses. The breakdown of costs and

data supporting the payback of TIF expenditures is attached to the Redevelopment Plan for your review.

The Planning Department believes this project will be a benefit to the city through the improvement of a blighted and substandard area that has remained vacant and underutilized.

The Redevelopment Plan meets the requirements of Section 18-2111 of Nebraska State Statutes with respect to required plan contents. As required by Nebraska State Statutes, the Planning Department advertised the public hearing on this application twice in local publications and sent notification to the governing bodies of Sarpy County, the Papio-Missouri River NRD, Metropolitan Community College, ESU #3, and the Bellevue Public School District.

PLANNING DEPARTMENT RECOMMENDATION:

The Planning Department recommends approval of the Jefferson Place Redevelopment Plan based on 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.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommends APPROVAL of the Jefferson Place Addition Redevelopment Plan based on the elimination of a blighted and substandard area, conformance with the requirements of State Statutes, and the opportunity for infill development near the Olde Towne district.

RESOLUTION 2021-53

WHEREAS, Mercury Property Management Inc., is the developer of certain real property currently situated within the corporate limits of the City of Bellevue ("City"), legally described as Lots 1 through 6, and Part of Lots 7 through 11A, lying south and west of Harvell Drive, Block 170, Bellevue, together with the adjacent vacated streets, avenues, and alleys, Sarpy County, Nebraska ("Redevelopment Project Area"); and

WHEREAS, the Redevelopment Project Area is situated within an area previously designated by the Bellevue City Council as blighted and substandard and in need of redevelopment as such terms are defined and contemplated by the Nebraska Community Development Law (Sections 18-2103(3) and 18-2103(31) et seq., R.R.S. Neb.) (the "Act"); and

WHEREAS, Mercury Property Management Inc. has submitted the Redevelopment Project Plan for the Redevelopment Project Area ("Redevelopment Plan") to the Council for its approval as the governing body of the City (as such terms are contemplated by the Act) for the redevelopment of the Redevelopment Project Area; and

WHEREAS, the Redevelopment Plan is attached to this Resolution as Exhibit "A"; and

WHEREAS, the Redevelopment Plan anticipates the redevelopment of land with new residential units to be used for multi-family residential use, and other property improvements as shown in Exhibit "A" (the "Redevelopment Project"); and

WHEREAS, the Redevelopment Plan contemplates that the Redevelopment Project shall be the sole responsibility of, and shall be undertaken and completed at the sole cost and expense of Mercury Property Management Inc; and

WHEREAS, it is further anticipated that, when completed, the Redevelopment Project will result in an approximately \$3,149,200 increase in the current assessed valuation of the Redevelopment Project Area, and will also enhance the potential for increases in commercial and other desired development within the surrounding vicinity of the Redevelopment Project Area; and

WHEREAS, the Redevelopment Plan contemplates that pursuant to the covenants, terms and conditions of a redevelopment agreement among the City, Mercury Property Management Inc. and such other parties as shall be appropriate, the City will issue such appropriate tax increment financing instruments as City shall deem to be appropriate, at the cost of Mercury Property Management Inc., in an amount not to exceed the principal sum of \$750,000 which, if fully paid, will reimburse Mercury Property Management Inc. for costs incurred in furtherance of those eligible Project improvements that are identified in the Plan and the Redevelopment Agreement from the increase in ad valorem real estate taxes levied upon the Redevelopment Project Area over a period of not more than fifteen (15) years from the effective date of the Redevelopment Plan as contemplated by the Act; and

WHEREAS, the Redevelopment Plan contemplates that the tax increment financing instruments to be issued in furtherance of the Redevelopment Project will be fully retired within fifteen (15) years from the effective date of the Redevelopment Plan as a result of the anticipated increase in the assessed value of the Redevelopment Project Area alone (by the payment of the corresponding increase in ad valorem real estate taxes to be levied upon Redevelopment Project Area); and

WHEREAS, following a public hearing convened by the Bellevue Planning Commission pursuant to and in accordance with Section 18-2115 of the Act, the Bellevue Planning Commission concluded that the Redevelopment Plan was in conformity with the general plan for the development of the City and otherwise in conformity with the Act and recommended that this

Council approve the Redevelopment Plan, such recommendation being attached to this Resolution in the form of Exhibit "B"; and

WHEREAS, following a public hearing convened in accordance with the requirements of Section 18-2115 of the Act, and in consideration of all information therein presented together with such other information as this Council has determined to be appropriate, this Council finds:

(a) The Redevelopment Plan is in conformity with the general plan for the development of the City and otherwise in conformity with the legislative declarations and determinations of the Act;

(b) The Redevelopment Project would not be economically feasible without the use of tax-increment financing;

(c) The Redevelopment Project would not occur in the Redevelopment Project Area without the use of tax-increment financing;

(d) The costs and benefits of the Redevelopment Project, including costs and benefits to other affected political subdivisions, the economy of the City, and the demand for public and private services are in the long-term interest of the City, its residents and taxpayers and the Redevelopment Project Area; and

(e) The cost-benefit analysis for the Redevelopment Project, including that analysis identified and discussed in the Redevelopment Plan, i.e.

- (i) Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147 of the Act;
- (ii) Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the Redevelopment Project;
- (iii) Impacts on employers and employees of firms locating or expanding within the boundaries of the Redevelopment Project Area;
- (iv) Impacts on other employers and employees within the City and the immediate areas that are located outside the Redevelopment Project Area; and
- (v) Such other impacts determined by this Council, as the governing body of the City to be relevant to the consideration of costs and benefits arising from the Redevelopment Project,

sufficiently demonstrates to this Council that approval of the Redevelopment Project as outlined in the Redevelopment Plan is in the best interest of the City, its residents and taxpayers, subject to the execution and delivery of a Redevelopment Agreement (and other related agreements) among Mercury Property Management Inc. and such other appropriate parties, containing covenants, terms and conditions as shall be necessary or appropriate.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of the City of Bellevue as follows:

1. That the Redevelopment Plan should be and hereby is approved subject to the due execution and delivery of a Redevelopment Agreement and other appropriate agreements by and among the City, Mercury Property Management Inc., and such other parties as shall be appropriate, to be first approved by this City Council, which agreement(s) shall implement the Redevelopment Plan and set forth the covenants, terms, conditions and other appropriate provisions by which any tax increment financing instruments shall be issued and by which the Redevelopment Project shall be effected.

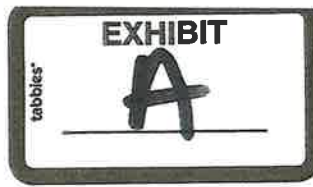
2. That, subject to the due execution and delivery of a Redevelopment Agreement and other appropriate agreements by and among the City, Mercury Property Management Inc., and such other parties as shall be appropriate, to be first approved by this City Council, the appropriate City officers, employees and agents shall undertake all such acts as shall be necessary or appropriate to implement the Redevelopment Plan or to otherwise allow for the Redevelopment Project.

PASSED AND ADOPTED THIS 18TH DAY OF January, 2022.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk



RECEIVED

NOV 08 2021

PLANNING DEPT.

REDEVELOPMENT PLAN FOR THE JEFFERSON PLACE REDEVELOPMENT PROJECT IN THE CITY OF BELLEVUE, NEBRASKA

Introduction

This Redevelopment Plan identifies a certain redevelopment area in the City as legally described as follows:

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

(the "Redevelopment Area"). The Redevelopment Area is depicted below:



The Jefferson Place Blight and Substandard Study was prepared in August, 2021 by JEO Consulting Group, Inc. The Redevelopment Area was declared blighted and

substandard by the City Council on October 19, 2021.

The purpose of this Redevelopment Plan is to identify specific property within the Redevelopment Area that is in need of redevelopment to cause the removal of blight and substandard conditions in the Redevelopment Area. This Redevelopment Plan serves as the guide for the implementation of redevelopment activities on the Project Site, as defined herein.

The Jefferson Place Project Site

The Project Site is hereby defined as the following property, which is located in the Redevelopment Area:

Lots 1, 2, 3, 4, 5, 6, and parts of Lots 7, 8, 9, 10 and 11A lying South and West of Harvell Drive, in Block 170, in the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska, together with vacated portions of alleys and streets abutting thereon, EXCEPTING therefrom, the South 20 feet of Lot 11, Block 170, in the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska, together with the vacated portions of Franklin Street abutting thereon, as described in the Quit Claim Deed in Book 132 at Page 133 filed July 12, 1967.

(the "Project Site"). The Project Site shall also include all rights of way adjacent to the Project Site. The lots comprising the Project Site (together with all adjacent public rights of way) are depicted below:



The Project Site located within the Redevelopment Area has been declared blighted and substandard. The Project Site is in need of redevelopment. The Community Development Agency of the City of Bellevue ("CDA") has considered whether redevelopment of the Project Site will conform to the general plan and the coordinated, adjusted, and harmonious development of the City and its environs. The Project Site is currently vacant and is not served by public infrastructure adequately designed to support the proposed redevelopment project. The Project Site will require, among other things, the relocation of utilities and other improvements for development to be feasible. In this consideration, the CDA finds that such a redevelopment of the Project Site will promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community including, among other things, the promotion of safety from fire, the promotion of the healthful and convenient distribution of population, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary and unsafe dwelling accommodations or conditions of blight. The blighted condition of the Project Site and the Redevelopment Area has contributed to its inability to attract businesses and/or development. In order to support private development, the Project Site and the Redevelopment Area are in need of renovation and redevelopment.

Description of the Jefferson Place Project

The project under consideration will consist of the construction of approximately 10 residential dwelling units and associated improvements on the Project Site (the "Project").

Mercury Property Management, Inc., a Nebraska corporation (the "Redeveloper"), has submitted a proposal for the Project and the redevelopment of the Project Site. The redevelopment of the Project Site pursuant to this Redevelopment Plan will eliminate the current blight and substandard conditions of the Project Site and will further the purposes of the Act in conformity with the Redevelopment Plan.

As part of the Project, the CDA shall capture available tax increment from the Project Site to assist in payment for the public improvements listed as eligible expenditures under the Act in the Redevelopment Area. Such public improvements may include, but are not limited to: land acquisition, site preparation, utility infrastructure relocation and improvements, streetscape improvements, landscaping, architectural, engineering, and legal fees, landscaping, façade enhancements, and other improvements deemed feasible and necessary in support of the public health, safety, and welfare which qualify as eligible expenditures for public improvements under the Act. Redeveloper shall be responsible for all other costs and expenses associated with the Project.

Preliminary site plans for the Project are attached hereto as Exhibit "A" and incorporated herein by this reference. The CDA acknowledges that these plans are preliminary in nature and subject to change, but has included the current information submitted by Redeveloper.

Tax Increment Financing

The CDA contemplates the use of TIF for the Project. Section 18-2147 of the Act

authorizes the use of TIF. It provides that any ad valorem tax levied upon real property, or any portion thereof, in a redevelopment project shall be divided, for a period not to exceed fifteen years after the effective date as identified in the redevelopment contract, or amendment thereof, or in the resolution(s) of the authority authorizing the issuance of TIF Indebtedness pursuant to the Act, as follows:

- (a) That portion of the ad valorem tax the levy produces at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body (“Base Tax Amount”); and
- (b) That portion of the ad valorem tax on real property, as provided in the redevelopment contract or bond resolution, in the redevelopment project in excess of the Base Tax Amount, if any, shall be allocated to and, when collected, paid into a special fund of the authority to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such authority for financing or refinancing, in whole or in part, the redevelopment project.

With respect to the Project, the actual base tax year and Base Tax Amount for the Project Site will be set forth in the redevelopment agreement. The division of taxes for the Project Site may be effectuated in phases. Notwithstanding any provision herein to the contrary, all incremental tax revenues resulting from each lot in the Project Site shall only be divided and allocated for no more than the applicable 15-year increment period provided by the Act.

The 2021 assessed value of the Project Site is \$800. Based upon a final valuation of \$315,000 per unit, the projected completed valuation of the Project is \$3,150,000. The CDA does not make any representations to the final value of any Project, but has relied upon the Redeveloper’s estimate of the final valuation of the Project.

Based upon the anticipated completed valuation of \$3,150,000 and an anticipated 5.0% interest rate for the TIF Note, the Project will yield TIF Indebtedness in the amount of approximately \$750,000. Redeveloper anticipates that the total Project costs shall be approximately \$4,000,000. Redeveloper has identified approximately \$860,000 in estimated TIF-eligible expenditures. The estimated TIF uses is set forth below:

Site Acquisition	\$ 100,000
Civil Site Work	\$ 536,048
Professional Fees (Architect, Engineer, Survey)	\$ 100,000
Electrical Service	\$ 14,000
Water & Gas Service	\$ 100,000
Attorney Fees	\$ 10,000
Total	\$ 860,048

The Civil Site Work estimate is further described on the attached Exhibit "B". These TIF eligible improvements will get the Project Site into a condition that will allow for the development of the Project. The Project will include substantial costs in addition to the costs set forth above, including the development of each lot and the construction of the dwelling units on the Project Site, but such improvements cannot be undertaken without the TIF-eligible improvements to the Project Site.

Statutory Elements

As described above, the Project envisions the capture of the incremental taxes created by the Project on the Project Site to pay for those eligible expenditures as set forth in the Act. A consideration of the statutory elements under the Nebraska Community Development Law is set forth in this section.

A. Property Acquisition, Demolition and Disposal

No public acquisition of private property, relocation of families or businesses, or the sale of property is necessary to accomplish the Project. Redeveloper owns the Project Site.

B. Population Density

The proposed Project on the Project Site is a residential project, involving the construction of ten (10) dwelling units on the Project Site. The maximum population increase from the Project is ten (10) families. The Project will not significantly affect population density in the project area.

C. Land Coverage

The Project will consist of the construction of ten (10) dwelling units on the Project Site. The units are approximately each 2,750 square feet (1,400 sf main level, 1,350 sf lower level) plus garage. The Project will meet the applicable land-coverage ratios and zoning requirements as required by the City of Bellevue. Redeveloper shall be required to obtain all building permits and zoning approval for the Project.

D. Traffic Flow, Street Layouts, and Street Grades

No adverse impacts are anticipated with respect to traffic flow, street layouts, and street grades. The blight study for the area identified the vehicular circulation challenges on this site. The Project is being designed to provide access to the units from the existing street infrastructure based upon the current blighted and substandard conditions.

E. Parking

Redeveloper shall be responsible for obtaining any permits and meeting all zoning requirements. The dwelling units will all have garages.

F. Zoning, Building Code, and Ordinances

The Project Site is currently zoned in the RD-60-OTO zoning district. Redeveloper intends to apply for a rezoning of the Project Site from RD-60-OTO to RD-28-PS. The Project would be a permitted use in the RD-28 zoning district. No additional zoning, building code, or ordinance changes will be necessary for the Project. Redeveloper shall be responsible for any subdivision and replatting of the Project Site necessary for the Project.

Cost-Benefit Analysis

Pursuant to Section 18-2113 of the Act, the CDA must conduct a cost-benefit analysis for any redevelopment project that will utilize TIF. The Cost-Benefit Analysis for the Project is attached hereto as Exhibit "C" and incorporated by this reference.

Comprehensive Plan

Several goals of the 2021 Bellevue Comprehensive Plan (the "Comprehensive Plan") will be furthered by this Project, including but not limited to infill residential development:

Table 3-4 indicates the future land-use demands by category. Most of the future land-use growth will take the form of single-family housing. Bellevue should expect approximately 4,133 acres of additional single-family residential land use. Bellevue is encouraged to first evaluate vacant parcels within the city limits for future land-use growth. Vacant, infill development, is attractive for growth because it falls within the city limits and is typically served by existing infrastructure and transportation networks. The preferred development concept proposes land-use functions in areas that currently fall outside Bellevue's city limits.

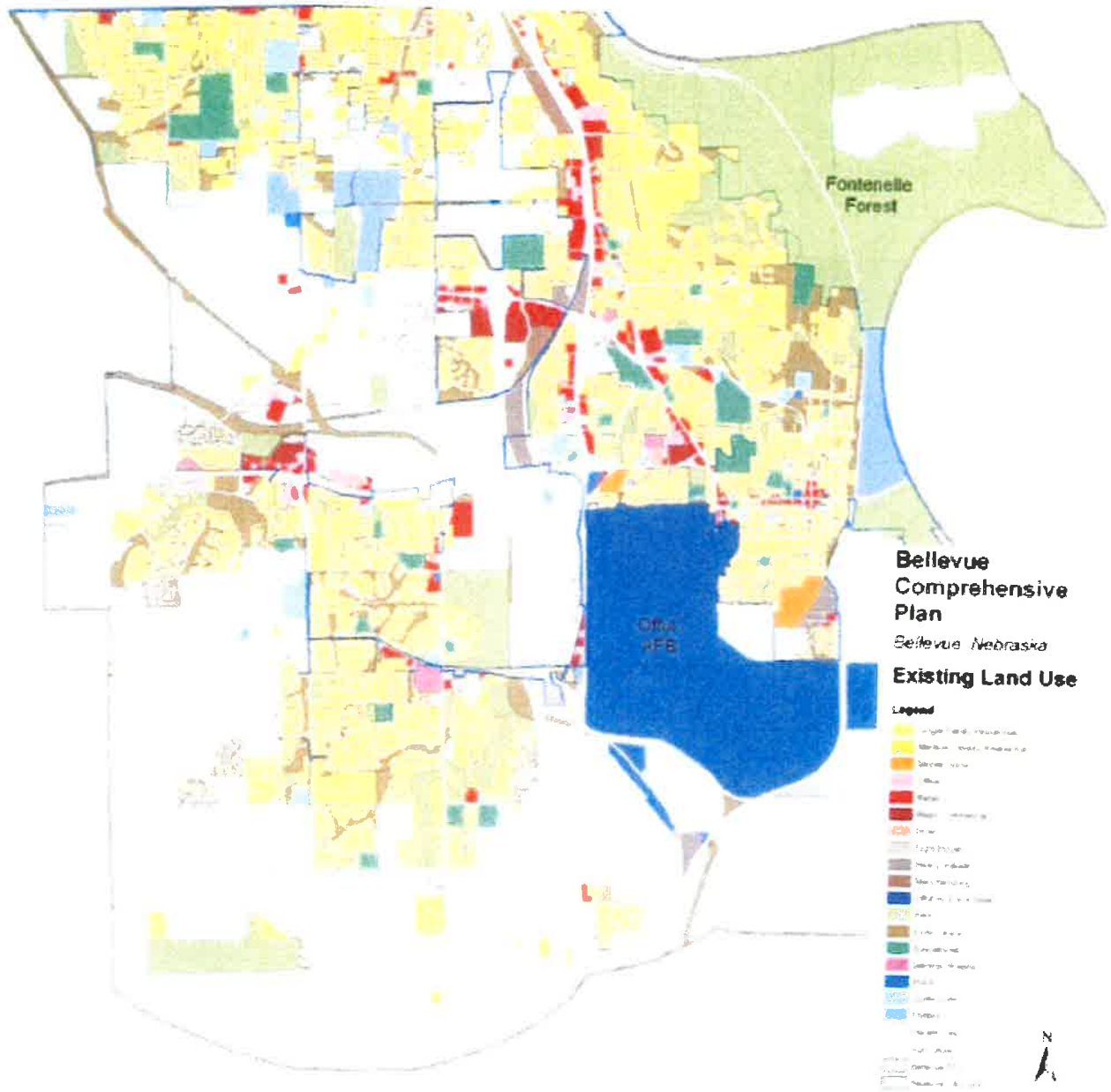
LAND-USE TYPE	EXISTING (ACRES)	NEEDED (ACRES)	TOTAL (ACRES)
Single-Family Residential	5.584	4,133	9,717
Multifamily Residential	490	362	852
Office	117	87	204
Commercial	579	429	1,008
Industrial	276	204	480
Park	2,352	1,731	4,083
Public	1,203	889	2,092
TOTAL(ACRES)	10,601	7,835	18,436

Table 3-4: Future Land Use Demand

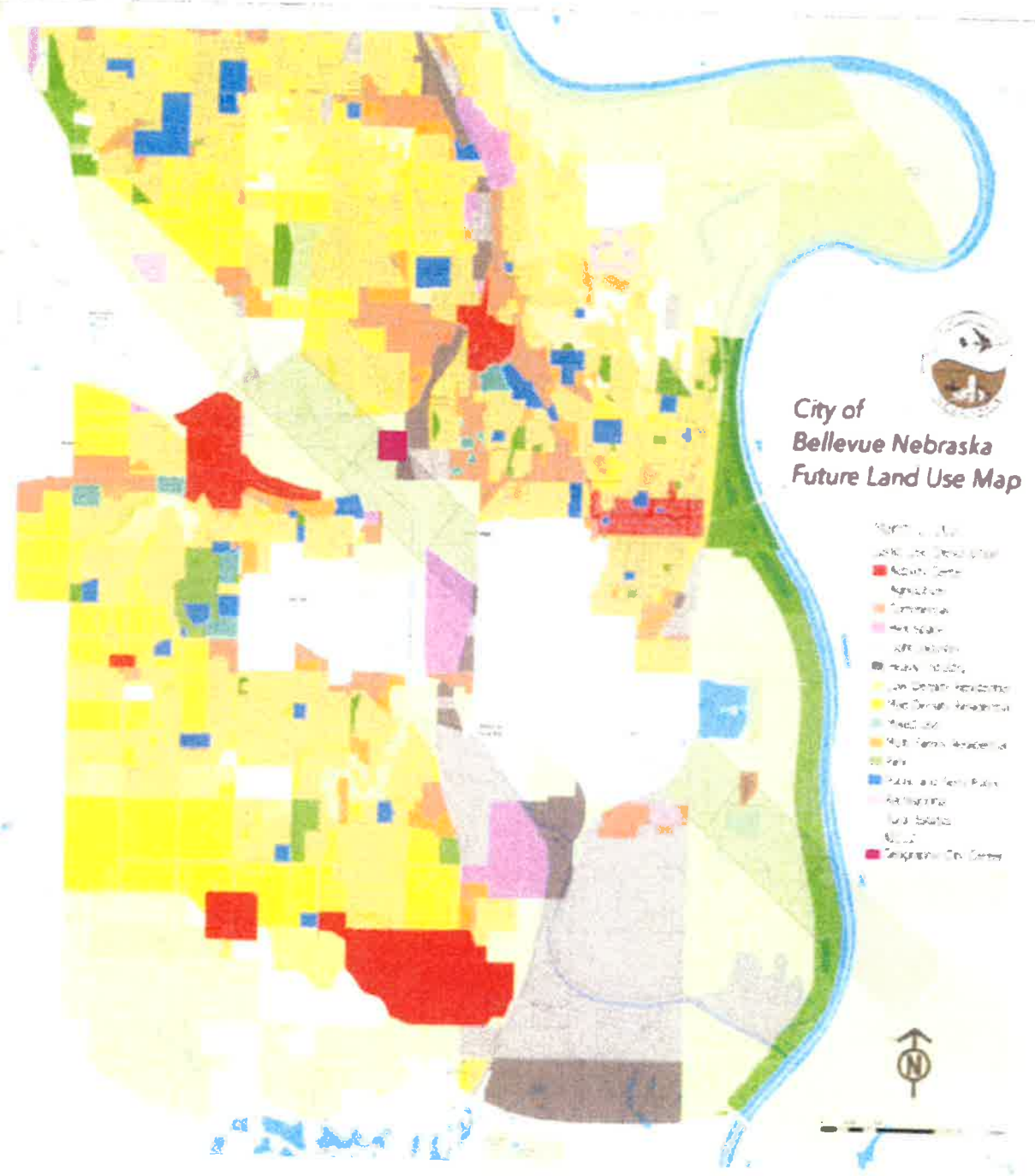
The existing land use map and future land use map from the Comprehensive Plan are included for reference in this Redevelopment Plan. The future land use of the site is designated for residential use, so the Project conforms to the future land use designation of the Project Site.

Note: This section is not a comprehensive analysis of the Project's conformance with the Comprehensive Plan, but is meant to highlight and summarize the key points on this topic.

EXISTING LAND USE MAP:



FUTURE LAND USE MAP:



Additional Project Information from Redeveloper

Redeveloper has represented that without the use of TIF, this Project would not be feasible and Redeveloper could not develop this Project on the Project Site. Redeveloper has further represented that it does not intend to file an application with the Department of Revenue to receive tax incentives under the ImaginNE Act.

EXHIBIT "A"
Preliminary Site Plans

All drawings presented in this Exhibit are conceptual and preliminary. All drawings are subject to change pursuant to Redeveloper's plans or the City's requirements.

Preliminary site plan:

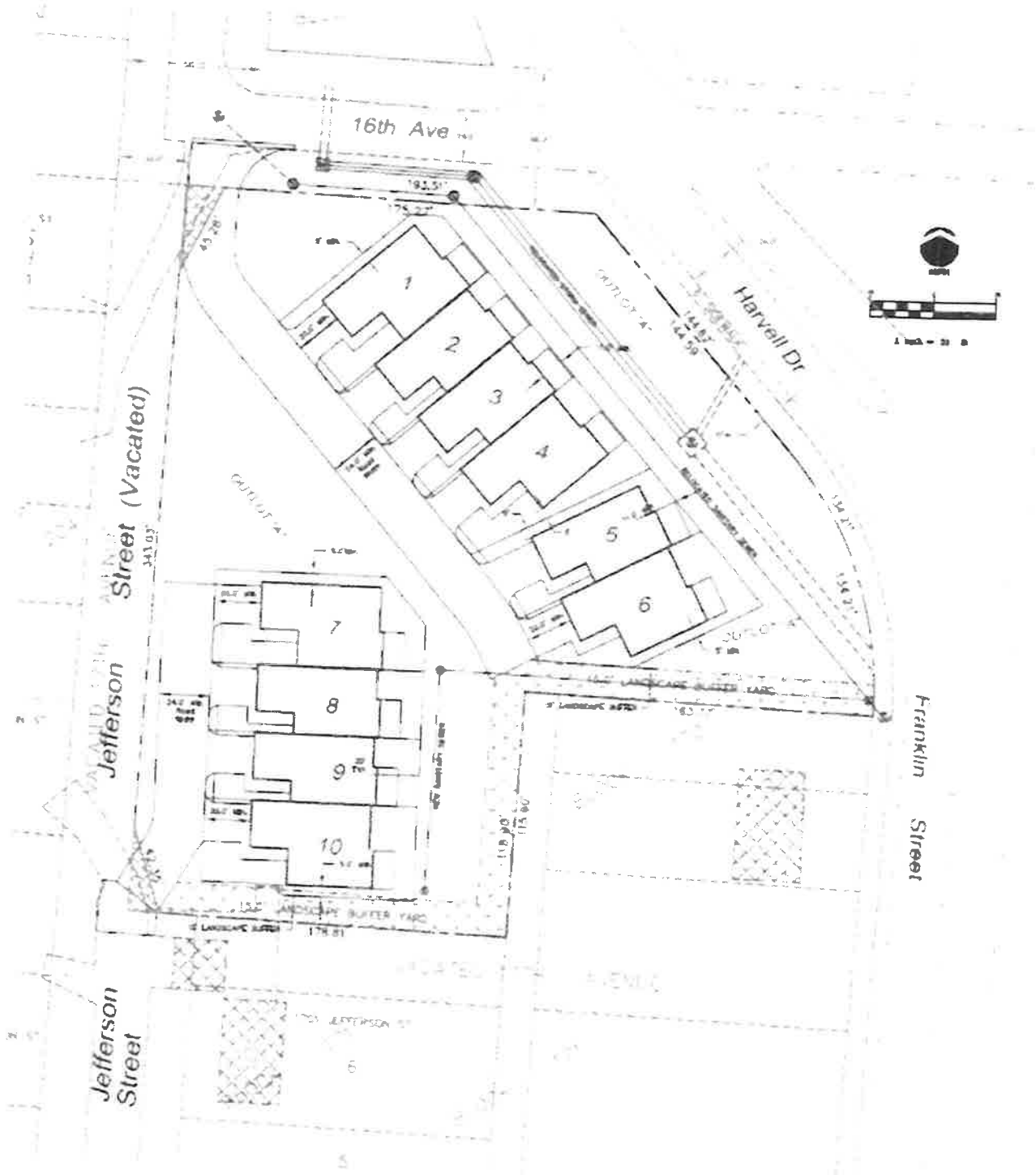


Exhibit "A"

Preliminary site layout with utility relocation information:

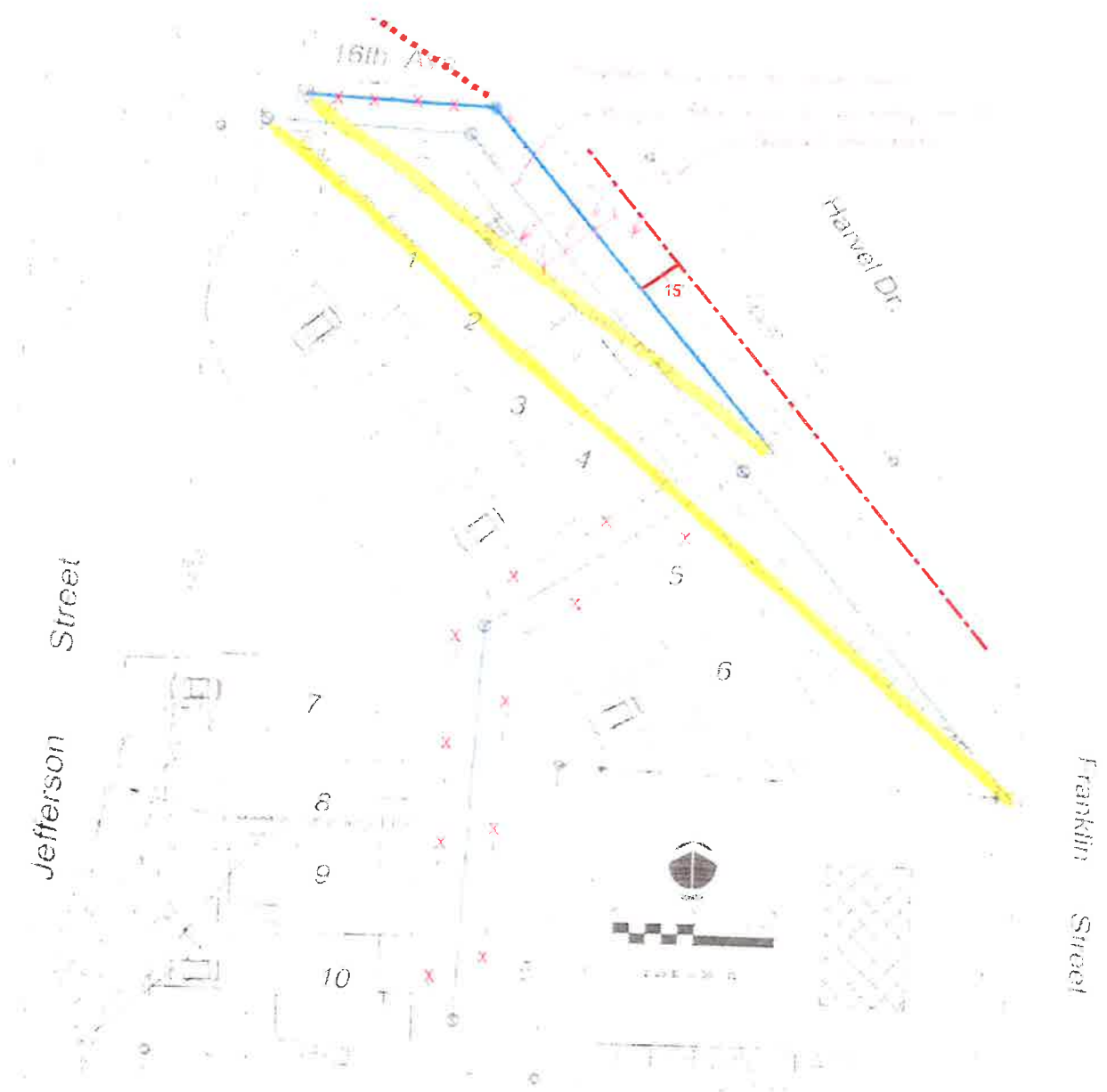
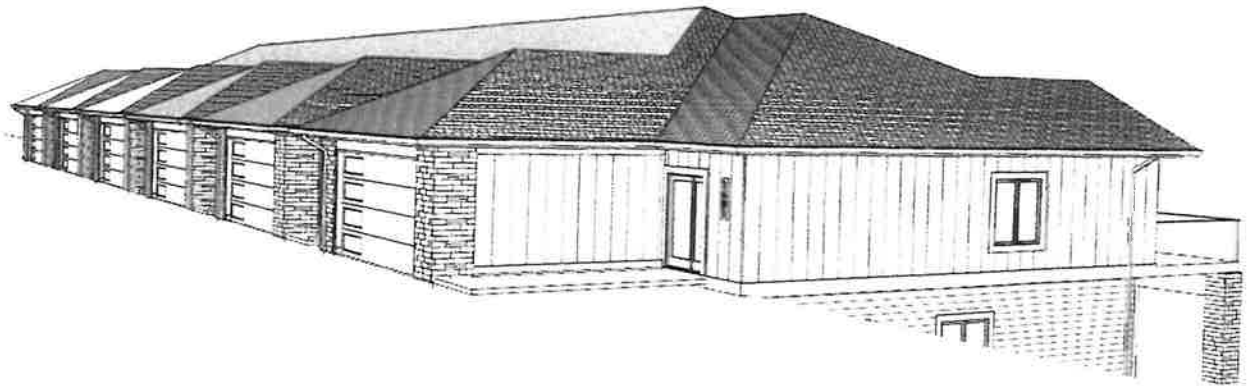


Exhibit "A"

Perspectives:



PERSP 1



PERSP 2

REV.
P

Elevations:



REAR ELEVATION

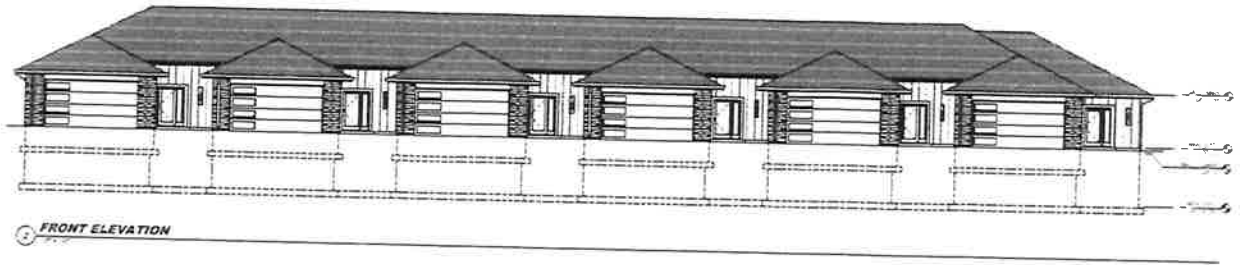


EXHIBIT "B"
Estimated TIF Eligible Civil Site Cost Detail

Conceptual Civil Site Cost Estimate					
	Unit	Quantity	Item Description	Unit Price	Cost
8-INCH SANITARY SEWER RELOCATION					
1	LF	275	REMOVE 12" OR SMALLER SEWER PIPE	\$45	\$12,375
2	LF	100	ABANDON 12" OR SMALLER PIPE	\$27	\$2,700
3	EA	1	REMOVE MANHOLE	\$2,500	\$2,500
4	LF	393	CONSTRUCT 8" PVC SANITARY SEWER PIPE (SDR 26)	\$60	\$23,580
5	VF	30	CONSTRUCT 54" I.D. SANITARY MANOLE	\$600	\$18,000
6	EA	3	INSTALL EXTERNAL FRAME SEAL ON SANITARY SEWER MANHOLE	\$550	\$1,650
7	EA	2	CONSTRUCT CONCRETE MANHOLE RING RETAINER	\$650	\$1,300
8	EA	1	CONSTRUCT 8" SANITARY SEWER MANHOLE TAP	\$1,800	\$1,800
9	LF	393	PERFORM CCTV PIPELINE INSPECTION	\$3	\$1,081
10	LF	393	JET EXISTING SANITARY SEWER	\$3	\$1,081
42-INCH STORM SEWER RELOCATION					
11	LF	116	REMOVE 42" SEWER PIPE	\$100	\$11,600
12	LF	100	ABANDON 42" PIPE	\$35	\$3,500
13	EA	1	REMOVE MANHOLE	\$2,500	\$2,500
14	LF	234	CONSTRUCT 42" RCP, D(0.01) = 3,000	\$150	\$35,100
15	VF	11	CONSTRUCT 72" I.D. STORM MANHOLE	\$1,250	\$13,750
16	VF	11	CONSTRUCT 84" I.D. STORM MANHOLE	\$1,550	\$17,050
17	EA	2	CONSTRUCT CONCRETE MANHOLE RING RETAINER	\$650	\$1,300
18	EA	1	CONSTRUCT 42" STORM SEWER TAP	\$2,500	\$2,500
RETAINING WALL					
19	SF	1715	CONSTRUCT KEYSTONE BLOCK RETAINING WALL	\$25	\$42,875
GRADING					
20	LS	1	CLEAR & GRUB (note 12inch+ diam. Trees present)	\$55,000	\$55,000
21	CY	10000	CUT / FILL	\$5	\$50,000
22	LS	1	MISC. EROSION CONTROL FEATURES	\$5,000	\$5,000
PAVING					
23	CY	663	SUBGRADE PREPARATION	\$15	\$9,950
24	SY	1990	CONSTRUCT 7" THICK CONCRETE PAVEMENT	\$50	\$99,500
25	SF	1400	CONSTRUCT 5" THICK CONCRETE SIDEWALK	\$12	\$16,800
STORM SEWER					

26	LF	40	CONSTRUCT 18" RCP, CLASS III	\$75	\$3,000
27	EA	2	CONSTRUCT 18" RC, FLARED END SECTION	\$700	\$1,400
			SANITARY SEWER		
28	LF	263	CONSTRUCT 8" PVC SANITARY SEWER PIPE (SDR 26)	\$60	\$15,780
29	LF	256	CONSTRUCT 6" PVC SANITARY SEWER PIPE (SERVICE LINE)	\$50	\$12,800
30	VF	16	CONSTRUCT 54" I.D SANITARY MANHOLE	\$600	\$9,600
31	EA	1	CONSTRUCT CONCRETE MANHOLE RING RETAINER	\$650	\$650
32	EA	2	INSTALL EXTERNAL FRAME SEAL ON SANITARY SEWER MANHOLE	\$550	\$1,100
			LANDSCAPING		
33	LS	1	MISC. LANDSCAPING OF PUBLIC AREAS	\$10,000	\$10,000
34	SY	3800	INSTALL ROLLED EROSION CONTROL, TYPE I WITH SEEDING - TYPE A SEED	\$2	\$5,700
			POST CONSTRUCTION STORMWATER MANAGEMENT		
35	LS	1	REMOVAL AND DISPOSAL OF SILT	\$8,000	\$8,000
36	LS	1	LANDSCAPING OF PCSMP BASIN	\$10,000	\$10,000
SUBTOTAL					\$510,521.50
CONTINGENCY (5%)					\$ 25,526.08
TOTAL					\$536,047.58

All amounts are based on preliminary estimates and are subject to change.

Exhibit "C"
Cost-Benefit Analysis
(Pursuant to Neb. Rev. Stat. § 18-2113)

The cost-benefit analysis for the Jefferson Place Redevelopment Project, as described in the Redevelopment Plan to which this cost-benefit analysis is attached, is presented below. The above-referenced project will utilize Tax Increment Financing ("TIF") funds authorized by Neb. Rev. Stat. §18-2147.

1. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:

The taxes generated by the current value of the property shall continue to be allocated between taxing jurisdictions pursuant to standard statutory requirements. Only the incremental taxes created by the Project will be captured to pay eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Project, the true tax shift of this Project is a positive shift in taxes after 15 years. However, for the purposes of illustrating the incremental taxes used for TIF, the 15-year tax shift is as follows:

a.	Redevelopment Project Valuation:	\$800
b.	Projected Completed Project Assessed Valuation:	\$3,150,000
c.	Projected Tax Increment Base:	\$3,149,200
d.	Estimated Tax Levy:	2.28431
e.	Annual Projected Tax Shift:	\$71,937

Notes: The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2020 levy rate. There has been no accounting for incremental growth or change in the tax levy over the 15-year TIF period. The annual projected tax shift analysis presented in this section is based upon the project being completed in a single phase, but the project may be completed in multiple phases. The phasing will not change the overall aggregate tax shift for the project, just the timing.

2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project:

a. Public infrastructure improvements and impacts:

No substantial effects are anticipated on the public infrastructure and community public service needs. The Project anticipates expenditures of approximately \$536,000 on civil site improvements, including public utility relocation and infrastructure improvements, which will benefit the area. No other public infrastructure improvements are anticipated to be necessary based on this Project. The City is served by OPPD for power and MUD for water. The City's wastewater treatment and sanitary sewer facilities have adequate capacity. The Project will not have a material adverse effect on any community public services.

Infill development will be beneficial for the efficient provision of community public services.

Redeveloper anticipates expenditures of approximately \$4,000,000 for the Project. It is anticipated that approximately \$750,000 of the public improvements will be financed with the proceeds of the TIF generated by the private improvements on the Project Site. The projected uses of the TIF Indebtedness, which will be refined in the Redevelopment Agreement for this Project, are set forth in the Redevelopment Plan for the Project. All expenditures financed by the TIF Indebtedness shall be eligible under the Community Redevelopment Law.

b. Local Tax impacts (in addition to impacts of tax shifts described above):

The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of tax increment financing will defer receipt of a majority of new ad valorem real property taxes generated by the Project, the Project should generate immediate tax growth through sales tax paid by the new residents of the housing units on the Project Site. Additionally, the residents will pay for City services. It is not anticipated that the Project will have any material adverse impact on such City services, but will generate revenue providing support for those services.

3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project:

It is not anticipated that the Project will have a material adverse impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project. The Project will create additional housing units in the City. This is viewed as a positive impact for employers, as additional housing is needed in the City for employees. Without an adequate housing stock, businesses are unlikely to expand or relocate to the area.

4. Impacts on other employers and employees within the City and the immediate area that is located outside of the boundaries of the area of the redevelopment project:

As stated in Section 3, above, the Project should have a material positive impact on private sector businesses in and around the area outside the boundaries of the redevelopment project. The Project is not anticipated to impose a burden or have a negative impact on other local area employers. In addition, the Project should also generally increase the need for services and products from existing businesses as the new residents will require typical goods and services from local businesses.

5. Impacts on the student populations of school districts within the City:

It is anticipated that the Project will not have a material adverse impact on the student populations of the school district within the City. The Project could result in ten (10) new families residing in the City. According to the Comprehensive Plan, the

City is anticipating 5.25% growth without net migration by 2030. The City is planning for growth, and the schools should be anticipating growth as well. Infill development does help keep resources from spreading too thin due to outward expansion of the area of the town.

6. Other impacts determined by the agency to be relevant to the consideration of costs and benefits arising from the redevelopment project:

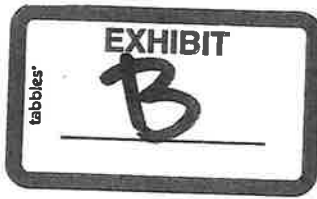
The topography of the Project Site presents a particular challenge. The Project was designed to work with the topography of the Project Site, but there may be limited alternative uses, and it is likely that any alternative use would not be feasible without TIF.

7. Summary of Findings:

The Project will facilitate the redevelopment of a blighted and substandard area of the City without the incurrence of significant public cost. Additionally, the Project will increase property tax revenue in the long-term. The benefits outweigh the costs of the proposed Project.

4851-4720-5111, v. 2

4851-4720-5111, v. 2



City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Mercury Property Management, Inc.

CASE #: ECD-53

CITY COUNCIL HEARING DATE: December 21, 2021

REQUEST: to approve the Jefferson Place Redevelopment Plan for Lots 1 through 6, and Part of Lots 7 through 11A, lying south & west of Harvell Dr., Block 170, Bellevue, together with the adjacent vacated streets, avenues, and alleys.

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

APPROVAL based on 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.

VOTE:

Yes:	Seven:	No:	Two:	Abstain:	Zero:	Absent:	Zero:
	Casey		Ritz				
	Hankins		Ackley				
	Aerni						
	Cutsforth						
	Compton						
	Jacobson						

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

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15j.
12/21/2021

COUNCIL MEETING DATE: 12/21/2021		SUBMITTED BY: Legal	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Resolution to amend the Master Fee Schedule regarding certain fees for public record requests.

SYNOPSIS/BACKGROUND:

Nebraska law provides the ability to assess fees for public record requests for electronic copies. The Master Fee Schedule has been updated to reflect this charge that can be collected upon receiving a public record request.

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:

Approve and authorize the Mayor to sign the Resolution updating the Master Fee Schedule.

ATTACHMENTS:

1. Resolution (Redline)	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A Bruce Roblin
[Signature]
[Signature]

RESOLUTION NO. 2021-54

WHEREAS, the Bellevue City Council passed and adopted the code of the City of Bellevue, Section 11-120 of Article VII, which provides for a Master Fee Schedule for various permits, fees and taxes to be collected by the City of Bellevue, and

WHEREAS, the code of the City of Bellevue, Section 11-120 of Article VII, provides that the Master Fee Schedule may be established and amended by resolution of the Bellevue City Council, and

WHEREAS, the Bellevue City Council has determined that the Master Fee Schedule established by Resolution 2009-04, passed March 9, 2009, shall be amended from time to time to fix various fees and taxes for goods and services provided by the City, and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Bellevue that Resolution 2009-04 establishing the Master Fee Schedule, and last amended by Resolution No. ~~2021-20~~ passed ~~February 2, 2021~~ **July 20, 2021** is amended as follows:

MASTER FEE SCHEDULE

BUILDING & USE FEES

Arterial Street Improvement Program (“ASIP”) fees:

1. For all new agricultural construction, including single family dwellings and buildings for uses permitted in the Agricultural District, a fee of \$1,500.00 shall be charged at the time the building permit is issued.
2. For all the new residential construction, including single family dwellings, town homes (per living unit), and duplexes (per living unit), a fee of \$1,500.00 shall be charged at the time the building permit is issued.
3. For new mobile home pads, a fee in the amount of \$1,000.00 per unit shall be charged when the site is permitted.
4. For new multi-family residential construction, a fee in the amount of \$5,000.00 per development acre shall be charged when the building permit is issued.
5. For new civic, office and commercial use type construction, as defined in the City of Bellevue’s Zoning Code, a fee in the amount of \$5,000.00 per development acre (as such term is defined in Bellevue City Code Section 28-179) shall be charged when the building permit is issued.
6. For new industrial construction, a fee in the amount of \$1,000.00 per development acre shall be charged when the building permit is issued.

Building Permit

Building, Plumbing, Mechanical
Electrical and Grading

1997 Uniform Administrative Code fees as amended

Penalty Fee

4x regular permit fee

BUILDING & USE FEES (Continued)

Refund Policy Up to 80% in accordance with Section 304.6 of the 1997 Uniform Administrative Code;
NO refund will be given after 180 days

Pre-connect deposit fees \$500
Penalty Fee 2nd revocation \$1,500
Penalty Fee 3rd revocation \$5,000

**Papio Creek and South Sarpy Watershed Partnership Fees
(Effective July 1, 2018 – June 30, 2019)**

Residential – up to a four plex \$954 per dwelling unit
Multi-family – greater than a four plex \$4,197 per gross acre
Commercial and Industrial \$4,842 per gross acre

These fees shall apply to the issuance of building permits for new development and significant redevelopment of property in the Papio Creek and South Sarpy Watersheds, as provided for in the Papio Creek Watershed Partnership Agreement and the South Sarpy Watershed Partnership Agreement. Developing subdivisions platted prior to 2009 shall be exempt from the collection of Watershed Fees.

Plan Review Fee (New Construction)

Commercial 25% of building permit fee

Demolition of Building Permit (\$25,000 bond for each)

Residential accessory structures
less than 1200 square feet \$40

One- and two-family dwellings Determined by total cost of contract as calculated from Table 3-A of the 1997 Uniform Administrative Code

Non-residential structures Determined by 40% of Sarpy County assessed value and calculated from Table 3-A of 1997 Uniform Administrative Code

Building Moving Permit (120 sq. ft. or greater) \$25

Sheds Shed based on the 1997 Uniform Administrative Code fees as amended by ordinance.

FIRE ALARM/FIRE EXTINGUISHING SYSTEM FEES

Smoke Detectors (low voltage)	\$ 1.10 each
Pull Stations	\$ 1.10 each
Heat Detectors	\$ 1.10 each
Water Flow Switches	\$ 1.10 each
Tamper Switches	\$ 1.10 each
Panel/ Circuit Connections	\$ 4.75 each
Remote Annunciators	\$ 1.10 each
Range Hood Fire Extinguishing	\$10.65 each
Issuance Fee	\$23.50 each
Issuing each Supplemental	\$ 7.25 each

CITY LICENSE – PLUMBING; MECHANICAL; SEWER; CONTRACTOR

License Fees

Mechanical Master/Master Plumber/ Sewer Layer	\$75 initial/\$75 renewal
Journeyman Plumber/Mechanical Journeyman/ Sheet Metal Journeyman/Mechanical Apprentice	\$25 initial/\$25 renewal
Lawn Sprinkler Contractor/Lawn Sprinkler Installer	\$25 initial/\$25 renewal
Apprentice Plumber	\$25 initial/\$25 renewal
Late Renewal Fees after Expiration of License Master & Journeyman Plumber/Master & Journeyman Mechanical/Sewer Layer/ Lawn Sprinkler Contractor & Installer	\$20 per month or part of/ up to 3 months.
Reinstatement fee for Mechanical, Plumbing, Lawn Sprinkler, Tile Layer Licenses	yearly license fee + late fees X2
Special Master Mechanical/Plumber (1 job only)	\$150
CLASS A General Contractor Unlimited	\$250 per year
CLASS B General Contractor Limited	\$200 per year
CLASS C Residential Contractor Unlimited	\$100 per year
CLASS D Residential Contractor Limited	\$ 75 per year
CLASS E Roofing Contractor Unlimited	\$ 50 per year
Late Contractor Renewal Fees after Expiration of License	
Class A General Contractor Unlimited	\$100/mo. or part of, up to 3 months
Class B General Contractor Limited	\$100/mo. or part of, up to 3 months
Class C Residential Contractor Unlimited	\$50/mo. or part of, up to 3 months
Class D Residential Contractor Limited	\$50/mo. or part of, up to 3 months
Class E Roofing Contractor Unlimited	\$20/mo. or part of, up to 3 months

CITY LICENSE – PLUMBING; MECHANICAL; SEWER; CONTRACTOR (Continued)

Reinstatement fee for all Contractor licenses	yearly license fee + late fees X 2
Special Contractor License (1 job only)	
Class A General Contractor Unlimited	\$1,000
Class B General Contractor Limited	\$1,000
Class C Residential Contractor Unlimited	\$ 500
Class D Residential Contractor Limited	\$ 200
Class E Roofing Contractor Unlimited	\$ 100
Decorative Appliance/Gas Log Contractor	\$75 (1-time fee, no renewal fee)
Decorative Appliances/Gas Log Installer	\$25 (1-time fee, no renewal fee)
Water Conditioning Contractor	\$75 (1-time fee, no renewal fee)
Water Conditioning Installer	\$25 (1-time fee, no renewal fee)
In-ground Private Pools Plumbing Permit	\$84.25
In-ground Private Pools Electrical Permit	\$73
Above Ground Private Pools (20' in diameter or larger)	\$25
Single Family Dwelling Roofing Permits (tear off & reroof)	\$40
Single Family Siding Permits	\$25
<u>CURB CUT AND GRINDING</u>	
Permit fee with curb requiring cut plus the 4' apron on each side done by City or Contractor	\$25 + \$17.50 per sq. ft of cut to 6 ft additional 10% per foot beyond 6 ft.\$25
Extended Permit & Subsequent Extended Permits Winter Charge	\$200 additional 10% for cuts or grinds from November 15 th to April 1 st
Request for Waiver (sidewalk construction/repair)	\$30
<u>FIRE AND RESCUE SQUAD FEES</u>	
Basic Life Support, Non-Emergency (BLS)	\$365.00
Basic Life Support, Emergency (BLS-Emergency)	\$650.00
Advanced Life Support, Non-Emergency (ALS)	\$475.00
Advanced Life Support, Emergency Level I (ALS1)	\$750.00
Advanced Life Support, Emergency Level 2 (ALS2)	\$950.00
Specialty Care Transport (SCT)	\$765.00
Treat and Release	\$ 75.00
Mileages (loaded miles)	\$ 15.00
Haz-Mat Fees	Fee based on material, equipment and manpower per call
EMS Patient Care Report	\$ 20.00 handling fee + .50 per page copying fee

FIRE TRAINING FACILITY FEES

***Fees outlined for use of the fire training facility may be waived or reduced by the Bellevue Fire Chief, with permission/approval from the City Council for good cause shown. If the use of the Fire Training Facility needs to be made prior to the time it can be brought before the City Council for approval, the City Administrator may approve the waiver or reduction of fees for good cause shown.**

Training Tower Only	TMA Fee/Public Fee
Annual Usage	
5-4 Hour Scheduled Events Per Year	\$ 400.00/ \$ 700.00
10-4 Hour Scheduled Events Per Year	\$ 800.00/ \$1,400.00
15-4 Hour Scheduled Events Per Year	\$1,200.00/ \$2,150.00

Hour Rate	
4 Hours	\$100.00/ \$150.00
8 Hours	\$200.00/ \$300.00
1 Gas/Tower Operator	Included/ Included
*Plus Consumable Material Used	

Training Tower and Fire Simulator	TMA/ Public Fee
Annual Usage	
5-4 Hour Scheduled Events Per Year	\$ 800.00/ \$1,950.00
10-4 Hour Scheduled Events Per Year	\$1,600.00/ \$3,900.00
15-4 Hour Scheduled Events Per Year	\$2,400.00/ \$5,850.00

Single Usage	
1-4 Hour Scheduled Event	\$200.00 / \$400

Natural Gas	Included/ Included
1 Gas/Tower Operator	Included/ Included
*Additional Gas Operator	\$25.00 p/h / \$32.50 p/h
*Plus Consumable Material Used	

Rail Car Simulator	TMA Fee/Public Fee
Annual Usage	
5-4 Hour Scheduled Events Per Year	\$ 640.00/ \$ 640.00
10-4 Hour Scheduled Events Per Year	\$1,280.00/ \$1,280.00

Single Usage	
1-4 Hour Scheduled Event	\$160.00 / \$160.00

Natural Gas	Included/ Included
1 Gas/Tower Operator	Included/ Included

FIRE TRAINING FACILITY FEES (Continued)

Confined Space	TMA Fee/Public Fee
Annual Usage	
5-4 Hour Scheduled Events Per Year	\$ 800.00/ \$1,450.00
10-4 Hour Scheduled Events Per Year	\$1,600.00/ \$2,800.00
Single Usage	
1-4 Hour Scheduled Event	\$200.00 / \$300.00
2 Observers	Included/ Included
Driving Area	TMA Fee/Public Fee
Annual Usage	
5-4 Hour Scheduled Events Per Year	\$400.00 / \$400.00
10-4 Hour Scheduled Events Per Year	\$800.00 / \$800.00
Single Usage	
1-4 Hour Scheduled Event Per Year	\$100.00 / \$100.00
1 Observer	Included/Included
Cones	Included/Included
Extrication Area	TMA Fee/Public Fee
Annual Usage	
5-4 Hour Scheduled Events Per Year	\$400.00 / \$400.00
10-4 Hour Scheduled Events Per Year	\$800.00 / \$800.00
Single Usage	
5-4 Hour Scheduled Event Per Year	\$100.00 / \$100.00
1 Observer	Included/Included
*Each Vehicle	\$ 50.00 / \$50.00
Classroom Area	TMA Fee/Public Fee
Annual Usage:	
Contract Bellevue FD Training Site	
Single Usage	
Room 1	
1-4 Hour Scheduled Events Per Year	\$150.00 / \$150.00
10-4 Hour Scheduled Events Per Year	\$300.00 / \$300.00
Room 2	
1-4 Hour Scheduled Events Per Year	\$100.00 / \$100.00
10-4 Hour Scheduled Events Per Year	\$200.00 / \$200.00
Room 3	
1-4 Hour Scheduled Events Per Year	\$100.00 / \$100.00
1-8 Hour Scheduled Events Per Year	\$200.00 / \$200.00

FIRE TRAINING FACILITY FEES (Continued)

Rooms 1, 2 and 3	
1-4 Hour Scheduled Events Per Year	\$300.00 / \$300.00
1-8 Hour Scheduled Events Per Year	\$600.00 / \$600.00
Available AV Equipment	Included/Included
Chairs	Included/Included
Janitorial Fee	Included/Included
Entire Training Site	TMA Fee/Public Fee
Annual Usage	Contact Bellevue FD Training Site
Single Use:	
1-4 Hour Scheduled Events Per Year	\$ 600.00 / \$ 600.00
1-8 Hour Scheduled Events Per Year	\$1,200.00 / \$1,200.00

FIRE INSPECTION FEE SCHEDULE

Hospitals:	
50 Beds or Less	\$ 50.00
51 – 100	\$100.00
101 and Up	\$150.00
Health Care Facilities	
50 Beds or Less	\$ 50.00
51 – 100	\$100.00
101 and Up	\$150.00
Hospital and Nursing Home Revisits	\$50.00 up to one hour \$25.00 for each additional ½ hour NOT TO EXCEED \$150.00
Liquor Inspections:	
Non-Consumption Establishment	\$50.00
Consumption Establishments	\$75.00
Revisits for either	\$50.00
Child Care Inspections:	
1 to 8 Children	\$40.00
9 to 12 Children	\$50.00
13 or More Children	\$60.00
Revisits for any of the above	\$40.00
Foster Care Inspections:	
Initial Inspection	\$20.00
Revisit Inspection	\$20.00
Investigative Reports:	
Fee for Reports	\$3.00 plus actual cost of printing

CODE ENFORCEMENT FEES

Seasonal Grass Mowing (required within a 12-month period commencing Jan. 1 of each year)

1st mowing	\$200/min/hour + \$50 Admin fee
2nd mowing	\$400/min/hour + \$50 Admin fee
3rd or subsequent mowing	\$600/min/hour + \$50 Admin fee

CODE ENFORCEMENT FEES (Continued)

Snow Removal

1 st removal	\$100/min/hour + \$50 Admin fee
2 nd removal	\$200/min/hour + \$50 Admin fee
3 rd removal	\$300/min/hour + \$50 Admin fee

General Clean-up (includes junk, litter, concrete, building materials, tires, furniture, appliances, dog/cat waste, or similar)

Small	\$300/min/hour + \$50 Admin fee
Large	\$500/min/hour + \$50 Admin fee

Trees and Brush (does not include contracted tree removal that would include jobs beyond the expertise of city crews)

Small	\$300/min/hour + \$50 Admin fee
Large	\$700/min/hour + \$50 Admin fee

Graffiti removal \$200/min/hour + \$50 Admin fee

Application Fee for Nuisance Violation Hearing \$35

POLICE RANGE TRAINING FACILITY

Facility may only be utilized by approved law enforcement agencies at the availability of a Bellevue Police Firearms Instructor; each request must be reviewed and/or modified and approved by the Chief of Police

\$100/hour

GRADE PERMIT FEES

10 acres or less	1997 Uniform Administrative Code Fees as amended + \$750 NPDES Fee
More than 10 acres	1997 Uniform Administrative Code Fees as amended + \$1,250 NPDES fee

ZONING FEES

Comprehensive Plan Amendment	\$ 500
Change of Zone	
less than 1 acre	\$ 175
1-5 acres	\$ 325
over 5 acres	\$ 525
Zoning Text Amendment	\$ 250
Subdivision Text Amendment	\$ 250
Conditional Use Permit	
1 acre or less	\$ 175
more than 1 acre	\$ 325
Conditional Use Permit Amendment	
1 acre or less	\$ 175
more than 1 acre	\$ 325
Administrative Review of Wireless Antennas	\$ 150
Preliminary Platting	\$1,000 + \$10 per lot
Final Platting	\$ 600 + \$5 per lot
Revised Preliminary Plat	\$1,000 + \$10 per lot
Extension of Date for Preliminary & Final Plats	\$ 200
Small Subdivision Plat	\$ 250 Administrative Approval + \$ 300 City Council Approval
Vacation of Plat	\$ 150
Board of Adjustment Application	\$ 250
Sign Permit (by size of sign)	
35 square feet or less	\$ 40
36 – 75 square feet	\$ 80
76 – 150 square feet	\$150
151 – 300 square feet	\$200
Over 300 square feet	\$300
Awnings	\$ 4.00/100 square foot of vertical projected area of awning or fraction thereof; \$40 minimum
Design Review Board Hearing Request	\$ 250
Application for Hearing/Hard Surface Parking Comm.	\$ 50

SMALL WIRELESS FACILITIES (SWF) FEES

All permits necessary to deploy including but not limited to excavation, electrical, and building permit (s).	\$500.00 per application containing as few as one (1) and up to five (5) SWF \$100.00 for each additional SWF
An application of a new, modified, or replacement utility pole or support structure intended to support one or more SWF's and the associated SWF.	\$250 per pole or structure

OCCUPATION TAXES

Liquor License Occupation Taxes & Fees

(Annual fee in addition to State License Fees)

Class A Liquor License Holder	\$200
Class B Liquor License Holder	\$200
Class C Liquor License Holder	\$600
Class D Liquor License Holder	\$400
Class I Liquor License Holder	\$500
Class K Catering	\$200
Class L Craft Breweries	\$500
Class Y Farm Winery License Holder	\$500
Special Designated Permit	\$ 40/day
Transfer of Liquor License to Another Location	\$ 25 processing fee
Addition to Currently Licensed Premises	\$ 25 processing fee
Publication Charges	\$ 15
Natural Gas Distributors	3 % of Annual Gross
Telephone Companies Occupation Tax (includes land lines, wireless, cellular, & mobile)	6.25% of gross receipts
Hotel Operators Occupation Tax	5.5% of gross receipts
Music, Vending, & Amusement Machines	
Musical Machine for Profit	\$ 25/machine + \$100/year distributor
Tobacco	\$ 25/machine
Electronic Video/Mechanical	
Amusement Machine for Profit	\$ 25/machine + \$100/year distributor
Merchandise Vending Machine for Profit	\$ 5.00/machine + \$75/year distributor

OTHER FEES

Arborist	\$ 75 initial/\$50 renewal
Barricades	
Rental Deposit Fee	\$ 50/barricade/day
Construction Use	\$ 50/barricade/day (5 days maximum)
Beekeeping Permit	\$ 20
Bicycle License	\$ 2
Bus Bench Permit	\$ 75/per bench
Cemetery:	
Open/Close Fees: (includes Pre-Pay)	\$ 850 Full Size \$ 450 Cremains \$ 400 Infant \$ 275 Niche
Saturday Funeral (extra charge)	\$ 100
Winter Funerals (extra charge) (December 1 – March 1)	\$ 40

OTHER FEES (Continued)

Other Fees:	\$ 10 Stone Setting Permit \$ 100 Government Marker setting fee \$ 50 Attach VA Marker to Niche Door
Disinterment Fees:	\$1,100 Full size \$ 600 Cremains \$ 555 Infant
Grave Spaces:	\$ 800 Full Size \$ 125 Infant \$ 800 Niche
Green Burial Space:	\$1,600 Full Size (includes marker)
In-Ground Cremation Space:	\$ 900 (includes marker)
Scattering Garden:	\$ 400 (includes brass plaque)
Commemorative Street Application Fee	\$25
Dog, Cat & Pot-Bellied Pig Fees (Collected by NE Humane Society-not City of Bellevue) Dog/Cat License (Annual Fee)	\$5 each if spayed/neutered, (no charge for owners age 65 and older) \$15 each if not spayed/neutered (\$5 of fee held in trust for owner and refunded if proof of sterilization shown within 6 months)
Pot-bellied Pig License (Annual Fee)	\$35
Dog, Cat, & Pot-bellied Pig License Handling Fee (if not applied for in person)	\$5
Dog, Cat, & Pot-bellied Pig License Replacement if Lost	\$ 0.50
Dog, Cat Pet Advocacy Permit	Obtained thru the NE Humane Society \$100 for initial permit \$50 annual renewal fee
Dog, Cat, & Pot-bellied Pig Capture and Confinement Fee	\$13/per day Kennel Fee 1 st impoundment \$30 2 nd impoundment \$60 3 rd impoundment \$100
Vaccination Fee	\$20 (in trust and refunded upon proof of vaccination within 9 months)
Purchase of Unclaimed Animal Fee	Nebraska Humane Society Adoption Fee plus license fee
Kennel License (if allowed by zoning)	\$100/year

OTHER FEES (Continued)

Dog & Cat License Late Charge	Double applicable license fee
Pot-bellied Pig License Late Charge	\$50
Feral Cat Colony Caretaker Permit Fee (Collected by NE Humane Society- <i>not</i> City of Bellevue)	\$25
Election Filing Fee	1% of Annual Salary of Position (per State Statute)
Farmers Market Fees (City-Run)	
Season Vendor	\$200 per season
Electricity	\$ 25 per outlet per season
Weekly Vendor	\$ 10 per week
Electricity	\$ 2 per outlet per week
Farmers Market – Privately Operated on City Property (with prior City approval of application) Season Operator Fee (electricity included)	\$0
Fireworks Annual License Fee (Non-Profits Only)	\$ 600 + \$1,000 bond
Fireworks Annual Distributor or Jobber License Fee	\$1,000
Hen Permit Fee (Five Year)	\$25
Ice Cream Vendor Fee	\$50 per person
Ice Cream Vehicle Inspection Fee	\$25 per truck
Mini-Bus	\$ 2 each way per trip in town \$ 4 each way per trip out of town
Opening Burning Permit	\$10 (per State Statute)
Parking Ticket Fee	
If paid within 7 days of violation due	\$5/\$10/\$25
If paid after 7 days but within 30 days	Fine Doubles
Pawnbrokers Permit Fee	\$50/year and \$5,000 surety bond
Pet Store and/or Grooming Shop License	\$50/year
Transfer of Ownership	\$ 5
Returned Check (NSF) & Returned ACH Transaction Fee	\$25

OTHER FEES (Continued)

Temporary Business Licenses:

Seasonal Merchant

\$25 license valid for 1 month
\$50 license valid for 4 months
\$15 one-month extension – maximum
of two (2) one-month extensions
ONLY applies to 4 month license

Itinerant Merchant/Peddlers/Solicitor/
Street Vendor/Transient Merchant

\$50/day/person or \$300/year/person
plus Certificate of Insurance naming
City as Additional Insured + \$10 non-
refundable processing fee to be certified
to license fee issued

Carnival/Circus/Public Amusement Show/
Music Concert/Temporary Amusement Park

\$50/event to be paid by event organizer
or sponsor + \$10/day, or portion thereof,
for each ride, show, tent, booth,
concession stand, etc., when in
operation and open to the public

Tobacco License

\$15 license fee per State Statute +
\$10 administrative fee

Trash and Recycling Residential Collection Fee, effective June 1, 2020

\$14.99per month, per residence for 35-
gallon service
\$18.19per month, per residence for 65
gallon service
\$21.19per month, per residence for 95-
gallon service
\$15.00 for each bulky item pick up
\$2.00 for each one-half (1/2) cubic yard
extra material, not to exceed 25 pounds
\$1.00 for each extra bag of material, not
to exceed 13 gallons or 25 pounds
\$9.30 for each additional cart

Tree Damage

Tree DBH (Diameter at Breast Height)

Up to 4"	\$ 600
>4" to 8"	\$ 850
>8" to 12"	\$1,340
>12" to 16"	\$2,370
>16" to 20"	\$3,700
>20" to 24"	\$5,300
>24" to 28"	\$6,700
Over 28"	\$6,700 + \$500 for every inch over 28"

OTHER FEES (Continued)

Limb Circumference	
Up to 4"	\$350
>4" to 8"	\$500
>8" to 12"	\$700
Vehicle Impoundment Fees	
Tow Fee	\$80/\$75 for motorcycles
Storage Fee	\$20/per day
Storage for Victimless Incidents – City lots	\$20/day outside; \$40 day inside
Administration Fee	\$30
Extraordinary tows (i.e. flatbed and accident clean up)	Per towing company contract
Street/Alley Vacation	
Application Fee	\$50
Administrative Fee	\$300
<u>PUBLIC RECORDS</u>	
Audio Tapes, Video Tapes, or CD/DVD or other media	\$10 per tape, CD, DVD, or other media
Comprehensive Plan	\$50
Zoning Map	\$5
Zoning Ordinance w/Map	\$25
Subdivision Regulations	\$15
Bellevue City Maps 200E3	\$0.75 - \$20 depending upon size (price range for all maps, plats, etc., reproduced by Public Works)
Fire Report	\$50
Police Report	\$10
Police Photos	
(Digital)	\$20 per CD or other digital media device
35 mm photos	\$20 per roll
Certification by City Clerk	\$5 certification fee + cost of copies
Records Search Fee (paper or electronic)	\$5 per request + applicable copy fee
Copy Fee (paper or electronic)	\$0.25 per page

If the estimated cost of any public records request is more than fifty (50) dollars, the City may require the requester to furnish a deposit prior to fulfilling such request. "A special service charge reflecting the calculated labor cost may be included in the fee for time required in excess of four cumulative hours since that large of a request may cause some delay or disruption of the other responsibilities of the custodian's office, except that the fee for records shall not include any charge for the services of an attorney to review the requested public records seeking a legal basis to withhold the public records from the public." (R.R.S.84-172)

ALARM SYSTEMS/FALSE AND NUISANCE ALARMS

Registration Fee for Alarm System	\$25
Renewal Fee for Alarm System	\$25
Late Registration Charge	Double

False Alarm Fee for any false alarm generated by the registrant's alarm system, a fee in accordance with the following schedule (from 1 January through 31 December of each year) shall be charged:

Number of False/Nuisance Alarms	False/Nuisance Alarm Charge
1	No Charge
2	\$125
3	\$250
4	\$275

LIBRARY FEES

Membership

Non-resident Membership, Semi-Annual (Family)	\$20
Non-resident Membership, Annual (Family)	\$40
Non-resident Student Fee, Annual	\$10
Replacement of Lost Card	\$1

Fines:

Books, Audio Books, CD's, DVDs	\$0.10/day
USB Language Kits, Watt Detectors	\$1/ day
Leisure Passes	\$5 for replacement

Interlibrary Loan:

Postage	\$3 per item
Lost Interlibrary Loan Items	Price set by lender

Proctor Fees

Prints	\$0.10/page (single sided)
Postage	\$3 per item

Lost Items

Replacement cost of item (or purchase like item as replacement)

Damaged Items

Damage cost assessed up to full value of item

LIBRARY FEES (Continued)

Materials Processing

Replacement of Materials

\$2 per item (for replacement of hubs, spine labels, book covers, plastic inserts for books on CD, clear hanging bags, music CD Cases, CD and DVD locks, DVD cases, AV inserts)

Replacements for Books on CD Cases

\$ 8 for small, \$ 9 for medium, \$ 10 for large

Copier/Printer Rates

Black & White Copies/Prints

\$0.10/page (single sided)

Color Prints

\$0.50/page (single sided)

RECREATION FEES

100% BEFORE first day

Reed Center -- Rental

\$325 -- Friday/Sunday

\$375 -- Sunday

\$175 -- Non profit

Field Rentals

\$30 per hour light fee +

\$175 per day

\$200 per day -- non-resident

Jr. T-Ball

\$25

T-Ball/Coach Pitch

\$35

Baseball/Softball

\$40

Adult Softball -- Church League

\$60

Baseball/Softball Spring Training

\$10

Tennis Lessons

Juniors

\$20

Adults

\$25

Swimming Pools:

Swimming Lessons

\$35

Swimming League

\$35

Daily Swim Fee

Youth (18 - Under)

\$3.00

Adult (19 & Over)

\$5.00

Wading Pool (2 year -- Adult)

\$2.00

Seniors (55 & Over)

Free

Pool Parties

Pool Rental Fee

\$100

Lifeguard Fee

\$ 40

*Bellevue residents pay the lower fee

Track Club	\$35
Youth Sports Camp	\$30 single session \$40 both sessions
Youth Lacrosse Camp	\$30
Youth Soccer League	\$40
Youth Flag Football League	
Spring	\$35
Fall	\$35
Historic Presbyterian Church Rental Fee	\$375

SEWER CONNECTION FEES

Residential	
Single Family Dwelling (includes manufactured/ modular/mobile homes)	\$ 900
Duplex	\$1,600
Multiple Family	\$700 per unit
Commercial/Industrial	\$3,900 per acre, minimum \$1,950 based on the building footprint
Sewer Tap Inspection Fee	
Service Line (all sizes)	\$118
Re-inspection Fee (after two inspections)	\$47

TAX INCREMENT FINANCING (TIF) FEES

Application Fee	\$ 500
Processing Fee	\$3,000
Administrative Fee (upon approval of redevelopment plan based on requested TIF principal amount)	
TIF principal amount:	
First \$500,000	None
Next \$1,500,000	1.5%
Next \$2,000,000	1%
No fees of TIF amounts over \$4,000,000	

The maximum fee as a result of this section is \$42,500. By way of illustration, the fee on a loan with a TIF principal amount of three million dollars is \$32,500, which is calculated by taking one and one-half (1.5) percent of the amount between a half million and two million (\$22,500) and one percent of the next million dollars (\$10,000).

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Bellevue City Council of the City of Bellevue, Nebraska that this Master Fee Schedule shall become effective on the _____ day of _____, 2021.

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

CITY OF BELLEVUE

Mayor

ATTEST:

City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16a.
12/21/2021

COUNCIL MEETING DATE: 12/21/2021		SUBMITTED BY: Tammi Palm		Planning Manager	
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:

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

SYNOPSIS/BACKGROUND:

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

FISCAL IMPACT: 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 recommends approval of this request.

ATTACHMENTS:

1. Letter from Lamp Rynearson	2. Email from Redwood	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:



Tammi Palm

From: Michael Kall <MKall@byRedwood.com>
Sent: Wednesday, December 8, 2021 6:52 AM
To: Tammi Palm
Cc: Paul DeKruiff
Subject: Bellevue Plat Extension for Redwood 25th and Cornhusker, Submission Date 12-8-2021
Attachments: LTR PALM Final Plat Delay Request 211013.pdf

Tami,

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

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

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

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

Michael Kall
Acquisitions Coordinator

RECEIVED
DEC 08 2021
PLANNING DEPT.



Mobile: [216.299.4810](tel:216.299.4810) byRedwood.com

7007 East Pleasant Valley Road, Independence, OH 44131

2018-2021 Great Place to Work Certified | 2018-2021 Top Workplace

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VIA Email

October 13, 2021

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

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

RECEIVED
DEC 08 2021
PLANNING DEPT.

Dear Ms. Palm:

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

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

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

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

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

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

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

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

Sincerely,

LAMP RYNEARSON

A handwritten signature in blue ink that reads "John E. Coolidge, P.E." with a stylized flourish at the end.

John E. Coolidge, P.E.
Vice President

c: Paul DeKruiff

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16b.
12/21/2021

COUNCIL MEETING DATE: 12/21/2021		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:
Approval of an MOU between the Bellevue Police Department and the Omaha Police Department

SYNOPSIS/BACKGROUND:
This MOU would allow the newly created Sarpy County Force Investigation Team (of which the Bellevue Police Department is a member) to investigate officer involved incidents involving their officers or officers of other agencies that request assistance - specifically within Omaha.

FISCAL IMPACT: **None ?** 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: **Public Safety agreement**

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

PROJECT NAME: _____

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

CIP PROJECT NAME: _____ CIP PROJECT NUMBER: _____

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

ACCOUNTING DISTRUBUTION CODE: _____ ACCOUNT NUMBER: _____

RECOMMENDATION:
Approve the MOU as written.

- ATTACHMENTS:
- 1. **MOU**
 - 2. _____
 - 3. _____
 - 4. _____
 - 5. _____
 - 6. _____

SIGNATURES:

LEGAL APPROVAL AS TO FORM: 

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: 

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into this ___ day of _____, 2021 by and between the City of Omaha, through the Omaha Police Department, hereinafter referred to as the “OPD”, Sarpy County through the Sarpy County Sheriff’s Office hereinafter referred to as “Sarpy County”, the City of Bellevue through the Bellevue Police Department, hereinafter referred to as the “BPD”, the City of La Vista through the La Vista Police Department, hereinafter referred to as the “LPD”, and the City of Papillion through the Papillion Police Department, hereinafter referred to as the “PPD”.

WHEREAS, the Departments subject to this MOU have each created an Officer-Involved Investigations Team (OIIT) to investigate officer involved incidents involving their officers or officers of other agencies that request assistance; and,

WHEREAS, the purpose of the OIIT is to have a group of experienced, qualified officers to investigate officer-involved incidents which receive enhanced scrutiny; and,

WHEREAS, the OPD, Sarpy County, BPD, LPD, and PPD have engaged in discussions concerning the willingness of the various agencies to allow one of their officers to serve on the OIIT of another agency thereby ensuring a level of independence should such an investigation become necessary; and,

WHEREAS, the Departments subject to this MOU have agreed to provide an experienced officer to serve on an OIIT that is mobilized by another agency to investigate officer-involved incidents.

NOW, THEREFORE, BE IT AGREED BY THE PARTIES AS FOLLOWS:

- 1.) That each time that the Officer-Involved Investigations Team (OIIT) from one of the agencies that is party to this Agreement is mobilized to investigate an officer involved incident, that agency may contact another agency that is a party to this Agreement and that other agency will designate an officer who will be assigned to the OIIT of the requesting agency for that incident. All parties understand that any information gathered, received, transmitted or observed in the course of an investigation by an agency’s OIIT is confidential to the fullest extent provided by law, and each party agrees that any information that they receive in the course and scope of assisting with an OIIT of another agency shall not be made available to the public or to any other body without the written permission of the Chief of Police of the agency for which the OIIT is conducting the investigation or by valid court order compelling the production of the same.
- 2.) Any member of an OIIT who is a representative from a different agency shall have the ability to go directly to the Chief of Police of their agency or the Chief of the agency for which the OIIT is performing an investigation to raise any concern they may have about the investigation they have been assigned to. During the course of these

conversations with either their Chief of Police or with the Chief of the agency for which they are doing the investigation, the officer shall be permitted to discuss the work of the OIIT and its findings in detail. Should such a conversation occur, all parties to this Agreement agree that the Chiefs of Police of the two agencies shall collectively determine the appropriate method to process those concerns.

- 3.) It is understood by the OPD, Sarpy County, LPD, BPD, and PPD that no money will be exchanged. All employees of each agency will continue to be employees of their agency and payment of that employee will be the sole responsibility of the employing agency.
- 4.) This Agreement shall become effective upon the date of execution by all parties. This Agreement may be terminated by any party by providing the other parties thirty (30) days written notice.

5.) STANDARD PROVISIONS

a. NON-DISCRIMINATION. OPD, Sarpy County, LPD, BPD, and PPD shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability, political or religious opinions, affiliations, or national origin.

b. APPLICABLE LAW: Parties to this Agreement shall conform with all existing and applicable City ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.

c. INTEREST OF THE CITY. Pursuant to Section 8.05 of the Home Rule Charter of the City of Omaha, no elected official or any officer or employee of the City shall have a financial interest, direct or indirect, in any City contract. Any violation of this section with the knowledge of the person or corporation contracting with the City shall render the contract voidable by the Mayor or Council.

d. MODIFICATION: This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.

e. STRICT COMPLIANCE: All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from an authorized representative.

f. SEVERABILITY: If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid or unenforceable for any reason, it shall be modified

rather than voided, if possible to achieve the intent of the parties to the extent possible. All other provision of this Agreement shall be deemed valid and enforceable to the fullest extent possible.

g. NOTICES: For purposes of this Agreement, notices required under this Agreement shall be deemed properly given if in writing and delivered personally and receipted for, sent by United States certified mail, return receipt requested, postage paid addressed as follows:

City of Omaha
Chief of Police
City of Omaha
505 S. 15th Street
Omaha, NE 68102
402-444-5600

Sarpy County Sheriff
Sarpy County Sheriff
8335 Platteview Road
Papillion, NE 68046
402-593-2288

City of Bellevue
Chief of Police
City of Bellevue Police Department
1510 Wall Street
Bellevue, NE 68005
402-293-3100

City of LaVista
Chief of Police
City of La Vista Police Department
7701 S. 96th Street
La Vista, NE 68128
402-331-1582

City of Papillion
Chief of Police
City of Papillion Police Department
1001 E. 1st Street
Papillion, NE 68046
402-339-3196

All signatories to this Memorandum of Understanding warrant they have read it and fully understand its terms. They warrant that they are of legal age, legally competent and authorized to execute this Agreement.

DATED this ___ day of _____, 202__.

SARPY COUNTY SHERIFF'S OFFICE:

DATED this ___ day of _____, 202__.

CITY OF BELLEVUE:

Mayor, Rusty Hike

CHIEF OF POLICE:

Ken Clary

DATED this ___ day of _____, 202__.

CITY OF LA VISTA:

DATED this ___ day of _____, 202__.

CITY OF PAPILLION:

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16c.
12/21/2021

COUNCIL MEETING DATE: 12/21/2021		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:

Approve the 2021 CDBG Subrecipient Agreement with Eastern Nebraska Community Action Partnership for the Bellevue Food Pantry Relocation Assistance in an amount not to exceed \$240,080.00

SYNOPSIS/BACKGROUND:

As part of the 2021 Action Plan approved by the City Council on July 20, 2021, Eastern Nebraska Community Action Partnership (ENCAP) was approved for funding in an amount not to exceed \$240,080.00 for the Bellevue Food Pantry relocation assistance project to assist with acquisition of a larger space to expand service to the Bellevue community. ENCAP has approved and signed the subrecipient agreement which includes the scope of service and all city and federal requirements for the use of CDBG funding.

FISCAL IMPACT: \$240,080.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Eastern NE Community Action Partnership INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: 2021 CDBG Subrecipient Agreement

CONTRACT EFFECTIVE DATE: 12/21/2021 CONTRACT TERM: 1 year CONTRACT END DATE: 12/20/2022

PROJECT NAME: ENCAP Food Pantry Relocation Assistance

START DATE: 12/21/2021 END DATE: 12/20/2022 PAYMENT DATE: INSURANCE REQUIRED: YES

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: CDBG-192202 ACCOUNT NUMBER: 60/1903/192202/450

RECOMMENDATION:

Approve and authorize the Mayor to sign the CDBG subrecipient agreement with ENCAP.

ATTACHMENTS:

- 2021 CDBG Subrecipient Agreement
-
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]

**SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
EASTERN NEBRASKA COMMUNITY ACTION PARTNERSHIP
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-21-MC-31-0003**

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this 6 day of Dec., 2021 by and between the subrecipient, EASTERN NEBRASKA COMMUNITY ACTION PARTNERSHIP (ENCAP), hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

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

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-21-MC-31-0003 HUD contract in the amount of \$240,080.00 for the acquisition of land for the development of affordable housing and commercial spaces within the city limits of Bellevue; and

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

A. SCOPE OF SERVICE.

1. Activities. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed \$240,080.00 from the B-21-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of property acquisition for the relocation of the Bellevue Food Pantry to a larger space to expand services to the Bellevue community and address the increased need. The SUBRECIPIENT will be responsible for administering a Community Development Block Grant (CDBG) program in a manner satisfactory to the GRANTEE and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

- XB
- a. Program Description. To provide for the acquisition of property for the relocation of the Bellevue Food Pantry as eligible under 24 CFR 570.201(1), the major tasks the SUBRECIPIENT will perform include, but are not limited to the following:
 - i. The project will meet CDBG eligibility requirements and national objective for both housing and commercial components of the project; each component must meet all CDBG requirements.
 - ii. Provide a written, detailed proposal following selection of a site that includes:
 - 1. Overall site plan.
 - 2. Management of Assisted Property. The SUBRECIPIENT will outline a financial management system that allows the effective control and accountability for the CDBG-assisted real property as outlined under 2 CFR 200.302(b)(4).
 - 3. Timeline for Completion. The SUBRECIPIENT must provide a timeline for completion of the construction and the meeting of all CDBG National Objective requirements within five (5) years of the expiration of the subrecipient agreement.

- iii. Follow real property voluntary acquisition requirements as set forth in 49 CFR Subpart B for Federal and federally-assisted programs and projects under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA).
- iv. Obtain any and all federal, state, and local permits and licenses required to execute the project as describe in this agreement. The SUBRECIPIENT further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws.
- v. Provide all matching funds needed to complete the project.
- vi. Approved use must continue for five years following the expiration of this agreement.

b. Income Benefit Goals. The project will provide assistance to 2,500 low- and moderate-income households.

c. National Objective. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208.

- i. The SUBRECIPIENT certifies that the property acquisition carried out under this agreement will meet the National Objective Low- and Moderate-Income Clientele Benefit by acquiring real property for the purpose of providing new and improved public service assistance per 24 CFR 570.208(a)(2). The SUBRECIPIENT will continue to meet the CDBG National Objective for a minimum of five (5) years after the expiration of the Subrecipient Agreement. If the National Objective is not met during this time period, the CITY must be reimbursed in the amount of the current fair market value of the property, less the value attributable to the non-CDBG portion of the acquisition or improvements.

2. Performance Monitoring. The SUBRECIPIENT at such times and in such forms as the GRANTEE may require, shall furnish performance reports pertaining to the activities undertaken pursuant to this Agreement to meet the CDBG National Objective. Such reports shall include, but not be limited to:

- a. Total clients served, including all members of each household
- b. Racial breakdown of clients serviced including an ethnicity breakdown
- c. Number and percentage of extremely low, low, and moderate-income clients as defined by HUD CDBG Income Limits with income eligibility documentation on file.
- d. Number of disabled clients, senior citizens, and female heads-of-households served.
- e. Update on the expenditure of funding as well as a timeline for expenditure update.
- f. Documentation of match or funds leveraged with CDBG funding.
- g. Procurement and contracting records for construction work for compliance with federal requirements and reports of the costs and obligations incurred in connection therewith,
- h. Other reports as required by Section 570.507 or Title 24, OMB Circular A-110, and as otherwise required by HUD and the GRANTEE.

3. Site Visit. The GRANTEE CDBG staff will perform periodic site visits to ascertain that approved and contracted work is proceeding properly and satisfactorily, authorize (with the SUBRECIPIENT's written approval, including signature and date) any change orders, and mediate in the event of the owner dissatisfaction with the work completed by the contractor. The work will be in compliance with all applicable Federal, state and local rules and regulations governing these funds and, in a manner, satisfactory to the GRANTEE of Bellevue. Before the commencement of the project, the SUBRECIPIENT must have approval of expenditures by the GRANTEE of Bellevue CDBG Specialist.

4. Environmental Clearance. The SUBRECIPIENT shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR 570 Subpart K, except that the SUBRECIPIENT does not assume the GRANTEE's environmental review responsibilities described in 24 CFR Part 570.604; and for

initiating the review process under provisions of 24 CFR Part 52. All activities must have prior review to ensure environmental conformance through a site-specific review, i.e.: floodplain clearance, airport hazards Asbestos, Americans with Disabilities Act, etc.

- a. No CDBG project funds will be advanced and no costs can be incurred until the GRANTEE has conducted an Environmental Review of the proposed project site as required per 24 CFR 58 and the Mayor has signed the Environmental Review Record Site Specific Review for the project. The SUBRECIPIENT must meet all mitigation requirements outlined in the Environmental Review Record to ensure environmental clearance for the project.
- b. The SUBRECIPIENT will not undertake or commit any funds or physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair, or construction prior to the environmental clearance. Violation of this provision may result in the denial of any funds under this agreement.

5. Time of Performance. This agreement will remain in effect for twelve (12) months from the date of this agreement, or for as long as funds are made available.

6. Ineligible Expenses. General maintenance costs are ineligible CDBG expenses, i.e., mowing, replacement of expended light bulbs, and similar expenses which are necessary for the operation of the facility.

ATB
7. Liens. The SUBRECIPIENT agrees to execute a lien note ("Note") and deed of trust ("Deed of Trust") in favor of the GRANTEE in the amount of the funds granted to, and expended by the SUBRECIPIENT for the acquisition of Real Property. The Deed of Trust shall be subordinate to any deed of trust or other lien placed on the Real Property by the SUBRECIPIENT. The Note shall be a ten-year, zero-interest deferred note. If the SUBRECIPIENT maintains the property for the approved use for five years following initial occupancy, the GRANTEE shall forgive the Note and release the Deed of Trust provided that all payments on the first lien note are current. The SUBRECIPIENT shall notify the GRANTEE immediately if the SUBRECIPIENT plans to sell or ceases the approved use of the Real Property. If the Real Property is sold during the term of the Note, the balance of the Note is immediately due and payable to the GRANTEE.

ATB
8. Change in Use. Property acquired or improved in whole or in part with CDBG funds in excess of \$25,000 must remain in the SUBRECIPIENT's control as outlined in 570.502(b)(7). The property must either:

- a. Be used by the SUBRECIPIENT to continue to meet a CDBG program national objective for a minimum of five (5) years after the expiration of the subrecipient agreement; or
- b. If a national objective is not met during this time-period, the SUBRECIPIENT must reimburse the GRANTEE for the current fair market value, less any portion of the value attributable to non-CDBG funds.

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed \$240,080. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

2. Records and Reporting. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:
- a. Records providing a full description of each activity undertaken, including compliance with standards for public services in 24 CFR 570.201(e);
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
 - c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR 570.502 and 24 CFR 570.84.21-58; and
 - g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

AB

3. DUNS Number. The SUBRECIPIENT must maintain a Subrecipient Unique Entity Identifier, or DUNS number, through the completion of the agreement. The GRANTEE must be able to verify the SUBRECIPIENT's registered DUNS number with SAM.gov prior to any grant funding being disbursed.

AB

4. Quarterly Reporting. The SUBRECIPIENT shall provide the GRANTEE with quarterly activity reports through the completion of the funded activity with information as outlined in A.2 Performance Monitoring. All activity reports are due to the CDBG Office of the GRANTEE on or before the 15th day of the month following the end of a quarter. Failure to submit said reports in a timely manner may delay reimbursement to the SUBRECIPIENT for grant-eligible expenses. The CDBG Fiscal Year will be October 1st to September 30th. Quarters will be:
- a. 1st Quarter: October – December,
 - b. 2nd Quarter: January – March,
 - c. 3rd Quarter: April – June, and
 - d. 4th Quarter: July – September.

5. Record Retention. The SUBRECIPIENT shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this agreement for at least five (5) years from the date of submission of the final activity report or until all audit findings have been resolved, whichever is later. The SUBRECIPIENT shall, as often as deemed necessary by the GRANTEE, permit authorized representatives of the GRANTEE and HUD to have full access to and the right to fully examine all such material.

6. Beneficiary Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to GRANTEE monitors or their designee for review upon request.

7. Disclosure. The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the activity with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent/guardian.

AB

8. Purchasing Procedures.

- a. For the purchase of supplies or contractual services, the SUBRECIPIENT will adhere to the following procedures:
 - i. \$0.00 to \$1,000.00 – Best Effort Pricing: Employee shall endeavor to obtain the best price for the item(s) through research or consultation with the Purchasing Agent.
 - ii. \$1,000.00-\$9,999.99 - Telephone Quotes: All purchases of supplies, equipment or contractual services in an amount of \$1,000 but under \$10,000.
 - iii. \$10,000.00-\$29,999.99 - Informal Bidding: Not published but competitive and documented for all purchases of supplies, equipment or contractual services in an amount \$10,000 but under \$30,000.
 - iv. \$30,000.00 or more - Formal Bidding (sealed bids): Published for all purchases of supplies, equipment or contractual services in an amount of \$30,000 or more.
- b. For purchase amount that exceeds \$10,000.00, the SUBRECIPIENT must submit copies a minimum of three bids with a memo explanation of the selected bid/contractor to the GRANTEE's CDBG Office. Upon approval by the GRANTEE, a Notice to Proceed will be issued.

9. Contracting.

- a. The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the GRANTEE; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GRANTEE. All terms and conditions of this agreement shall apply to any approved subcontract or assignment related to the agreement.
- b. Subcontracts.
 - i. Approvals. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GRANTEE prior to the execution of such agreement.
 - ii. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written quarterly reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - iii. Content. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - iv. Selection Process. The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. All subcontracts must have a DUNS number indicating eligibility to work on federal projects and be registered in the System for Award Management (www.sam.gov). Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process.

AB

10. Request for Payment.

- a. Request for funds may be made by the SUBRECIPIENT upon satisfactory completion of project requirements as specified in the agreement. The SUBRECIPIENT must submit a cover sheet or invoice requesting reimbursement for allowable expenses signed by the Authorized

Representative, a copy of the original invoice, and any additional requested documentation. The GRANTEE will reimburse the SUBRECIPIENT directly. The request will be reviewed for payment by the GRANTEE and submitted for approval by the City Council during meetings on the 1st and 3rd Tuesday of each month. The GRANTEE will not be responsible for any late fees incurred and will not reimburse the agency for any late fees paid. There is no guarantee that funds will be reimbursed within a month's time. The payments are made only from monies available to the GRANTEE through the CDBG program and are subject to the availability of such funds.

- b. The SUBRECIPIENT's right to incur expenses under this Agreement shall cease upon expiration of Agreement. All requests for reimbursement on expenditures made prior to expiration of Agreement must be requested within thirty (30) days after expiration. Unless expressly authorized by the GRANTEE in writing, expenditures not requested within the thirty (30) day period after expiration of Agreement shall be disallowed and all funds shall be reclaimed by the GRANTEE.
- c. Any expenses incurred or subcontracts executed prior to the execution of this subrecipient agreement will not be eligible for reimbursement.

11. Program Income. In accordance with 24 CFR 570.504(c), any program income as defined in 24 CFR 570.500, generated by activities carried out with CDBG funds made available under this agreement shall be reported quarterly to the GRANTEE by the SUBRECIPIENT. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR 200.307.

12. Timeliness. Funding allocated as part of this agreement must be expended within 12 months from the date of the agreement. The agreement may be eligible for one extension for one additional year.

- a. Agreement Extension Request. To be eligible for an agreement extension, the SUBRECIPIENT must provide a written request with narrative explaining the reason for the delay in project completion, an updated timeline for project completion, and any additional information as requested by the GRANTEE. The GRANTEE CDBG staff will review the request and prepare the request for City Council consideration. The GRANTEE CDBG staff reserves the right to reallocate any unexpended funds upon expiration of the agreement.

13. Close-outs.

- a. The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advance, program income balances, an accounts receivable to the GRANTEE), and determining the custodianship of records. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including program income.
- b. Upon expiration or termination of the Agreement, the SUBRECIPIENT will provide final versions of all financial performance, and other reports that were a condition of the funding agreement, including, but not limited to:
 - i. A final performance report,
 - ii. A final request for payment, and
 - iii. A final inventory of property in the SUBRECIPIENT's possession that was acquired or

improved with CDBG funds.

C. GENERAL COMPLIANCE.

1. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except the (1) the SUBRECIPIENT does not assume the GRANTEE's environmental responsibilities described in 24 CFR 570.604 and (2) the SUBRECIPIENT does not assume the GRANTEE's responsibility for initiating the review process under the provisions of 24 CFR Part 52. . The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.
2. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.
3. Hold Harmless. The SUBRECIPIENT, to the extent permitted by law, shall hold harmless, defend and indemnify, the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.
4. Grantor Recognition. The SUBRECIPIENT shall insure recognition of the role of the GRANTEE in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as funded with CDBG funds from the GRANTEE. In addition, the SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this agreement.
5. Amendments. The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

The GRANTEE may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both the GRANTEE and SUBRECIPIENT.

6. Eligibility Restrictions for Certain Resident Aliens. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.613 with respect to the eligibility restrictions for certain resident aliens. Certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in this part of the regulation. The Grantee shall provide the City with any guidelines necessary for compliance with that portion of the regulation.

7. Architectural Barriers Act and Americans with Disabilities Act. The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that ensure accessibility to, and use by, physically handicapped people. The SUBRECIPIENT also agrees to comply with federal regulations issued pursuant to compliance with the Americans with Disabilities Act which provide comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

D. OTHER PROGRAM REQUIREMENTS.

1. Civil Rights.

- a. Compliance. The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
- b. Nondiscrimination. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
- c. Land Covenants. This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the GRANTEE and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
- d. Section 504. The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

2. Affirmative Action.

- a. Plan. The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- b. Women and Minority Owned Business Enterprises (W/MBE). The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this agreement. As used in this agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish- speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- c. Access to Records. The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. EEO/AA Statement. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
- f. Subcontracting Provisions. The SUBRECIPIENT will include the provisions of Section D Paragraph 1, Civil Rights, and 2, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

3. Employment Restrictions.

- a. Prohibited Activity. The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities; lobbying, political patronage, and nepotism activities.
- b. Labor Standards. The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the GRANTEE for review upon request.

The SUBRECIPIENT agrees that all contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this agreement, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

c. Section 3 Clause.

- i. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- ii. The SUBRECIPIENT agrees to comply with HUD's Section 3 regulations (24 CFR Part 75). As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Section 3 regulations.
- iii. The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- iv. The SUBRECIPIENT agrees to include this Section 3 clause in every subcontract subject to compliance with Section 3, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the Section 3 regulations. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the Section 3 regulations.
- v. The SUBRECIPIENT will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the Section 3 regulations require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under the Section 3 regulations.

- vi. Noncompliance with HUD's Section 3 regulations may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

4. Conduct.

- a. Assignability. The SUBRECIPIENT shall not assign or transfer any interest in this contract without the prior written consent of the GRANTEE. Notice of any such assignments or transfer shall be furnished promptly to the GRANTEE.
- b. Subcontracts. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this agreement without the written consent of the GRANTEE prior to the execution of such agreement.
 - i. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.
 - ii. Content. The SUBRECIPIENT shall cause all the provisions of this agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - iii. Selection Process. The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.
- c. Hatch Act. The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.
- d. Conflict of Interest. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.
- e. Lobbying. The SUBRECIPIENT hereby certifies that:
 - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any

agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

- iii. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

- iv. Lobby Certification.

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

- f. Copyright. If this agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

- g. Religious Organization. The SUBRECIPIENT agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

- 5. Relocation and One-For-One Housing Replacement. The displacement of any person as a direct result of a CDBG-assisted project must comply with 24 CFR 570.606 and 49 CFR Part 24. The SUBRECIPIENT will conduct the CDBG activities so as to minimize displacement, and if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act. The SUBRECIPIENT shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project.

E. UNIFORM ADMINISTRATIVE REQUIREMENTS.

- 1. The SUBRECIPIENT shall comply with the administrative regulations, including, but not limited to, 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" Final Guidance applicable to HUD Federal Award Recipients. Requirements and standards under 2 CFR 200 which supersedes, consolidates, and streamlines requirements from eight OMB Circulars, including:
 - a. A-21, Cost Principles for Educational Institutions,
 - b. A-87, Cost Principles for State, Local, and Indian Tribal Governments,
 - c. A-89, Catalog of Federal Domestic Assistance,
 - d. A-102, Grants and Cooperative Agreements with State and Local Governments,
 - e. A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations,
 - f. A-122, Cost Principles for Non-Profit Organizations,
 - g. A-133, Audits of States, Local Governments, and Non-Profit Organizations, and
 - h. The guidance in OMB Circular A-50, Audit Follow Up, on Single Audit Act follow-up.

2. Cost Principles. The SUBRECIPIENTS shall comply with the requirements under 2 CFR 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
3. Audits. The SUBRECIPIENT is required to comply with 2 CFR 200, Subpart F, as applicable, which supersedes OMB Circular A-133 "Audits of Institutions of State, Local Government, and Nonprofit Institutions". If the SUBRECIPIENT spends \$750,000 or more a fiscal year in Federal awards, the SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with the OMB Super Circular.

F. INSURANCE REQUIREMENTS.

1. Worker's Compensation. The GRANTEE also requires the SUBRECIPIENT to carry workers compensation with a waiver of subrogation and a \$500,000.00 limit.
2. Insurance and Bonding. The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage and comply with insurance requirement of 2 CFR 200.310. The SUBRECIPIENT is required to list the GRANTEE as additional insured with waiver of subrogation. The GRANTEE requires contracting insurance of \$1,000,000.00 limit for General Liability with a \$2,000,000.00 aggregate. The GRANTEE will review insurance requirements on a case-by-case basis if this a burden or not applicable under specific agreements.

G. AGREEMENT MODIFICATIONS.

1. In the event the parties fail to agree on changes or interpretations of this agreement, the decision of the GRANTEE shall prevail. In the event of any disagreement between the SUBRECIPIENT and the GRANTEE relating to the funded activity and materials purchased and its conformity to the requirements of this agreement, the decision of the GRANTEE shall prevail.
2. This agreement is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the GRANTEE.
3. Except as otherwise provided in this agreement, the rehabilitation activities to be completed and the total grant award may be modified only by written agreement of the authorized representatives of the parties to this agreement.

H. REVERSION OF ASSETS.

1. Any CDBG funds on hand at the time the agreement expires, including accounts receivable, shall be returned. The SUBRECIPIENT assures that any real property acquired or improved with CDBG funds in excess of \$25,000 meets the requirements specified in 24 CFR 570.503(b)(7).

I. SUSPENSION OR TERMINATION OF AGREEMENT.

1. In accordance with 24 CFR 85.43, the GRANTEE may suspend or terminate this agreement should the SUBRECIPIENT violate any terms or conditions thereof.
2. This agreement may be terminated or suspended in whole or in part at any time by the GRANTEE for cause. The GRANTEE may refuse to disburse additional funds or require return of all or part of funds already disbursed. The decision of the GRANTEE shall prevail. Grounds constituting cause include but are not limited to:
 - a. Failure by the SUBRECIPIENT to comply with the provisions of this agreement or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this agreement.
 - b. Purposes for the funds have not been or will not be fulfilled, or would be illegal to carry out.
 - c. The SUBRECIPIENT has submitted incorrect or incomplete documentation pertaining to this agreement.
3. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the GRANTEE or the SUBRECIPIENT, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the GRANTEE determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the GRANTEE may terminate the award in its entirety.
4. In the event of termination or suspension, all materials/equipment purchased through the agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action. The option of the GRANTEE constitutes a security interest in any materials/equipment purchased or property improved by expenditure of the funds for as long as such materials/equipment or improvements have any value unless the GRANTEE declines its option or releases its security interest. Recording of this agreement shall be effective as a financing statement noticing the security interest of the GRANTEE as created herein. In addition, the GRANTEE shall have a lien against the improved real estate to the extent of expenditures of these funds and to secure repayment of such funds in the event of cessation of operations, sale, transfer of the property in any manner whatsoever, voluntary or involuntary receivership, or application for bankruptcy by the SUBRECIPIENT.

J. NOTICES.

1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.
 - a. To GRANTEE: City Administrator
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
 - b. To SUBRECIPIENT: Board President
Eastern Nebraska Community Action Partnership
2406 Fowler Avenue
Omaha, NE 68111

- c. Copy to: Finance Director
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Rusty Hike, Mayor
City of Bellevue, Nebraska

Daniel A. Esch

Dan Esch, President
Eastern Nebraska Community Action Partnership

Rich Severson, Finance Director
City of Bellevue, Nebraska

Aaron Bowen

Aaron Bowen, Executive Director
Eastern Nebraska Community Action Partnership

ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

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

The undersigned, a notary public qualified in and for said county, does hereby certify that Rusty Hike and Susan Kluthe, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipality of the first class and political subdivision of the State of Nebraska, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as City Council President and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

My Commission Expires: _____

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

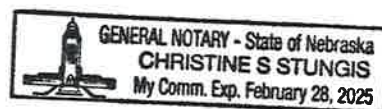
The above and foregoing instrument was acknowledged before me this 6th day of December 2021 by Dan Esch, President, on behalf of the organization.

My Commission Expires:

February 28, 2025

Christine S Stungis

NOTARY PUBLIC



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
12/21/2021

COUNCIL MEETING DATE: 12/21/2021		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:

Approve the 2021 CDBG Subrecipient Agreement with Habitat for Humanity of Sarpy County for the Single Family Housing Rehabilitation Assistance project in an amount not to exceed \$45,000.00

SYNOPSIS/BACKGROUND:

As part of the 2021 Action Plan approved by the City Council on July 20, 2021, Habitat for Humanity of Sarpy County was approved for funding in an amount not to exceed \$45,000.00 for the rehabilitation of a single family housing unity within Bellevue city limits for affordable housing. Habitat has approved and signed the subrecipient agreement which includes the scope of service and all city and federal requirements for the use of CDBG funding.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the Mayor to sign the CDBG subrecipient agreement with Habitat for Humanity of Sarpy County.

ATTACHMENTS:

- | | | |
|--|-------------------------|-------------------------|
| 1. <input type="text" value="2021 CDBG Subrecipient Agreement"/> | 2. <input type="text"/> | 3. <input type="text"/> |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]

**SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
HABITAT FOR HUMANITY OF SARPY COUNTY
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-21-MC-31-0003**

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this 23rd day of November, 2021, by and between the subrecipient HABITAT FOR HUMANITY OF SARPY COUNTY hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

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

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-21-MC-31-0003 HUD contract in the amount of \$45,000.00 for rehabilitation of a single-family housing unit project located within the city limits; and

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

A. SCOPE OF SERVICE.

1. Activities. The SUBRECIPIENT agrees to provide the GRANTEE eligible services, activities, and/or programs in accordance with the Community Development Block Grant regulations set forth in 24 CFR Part 570 as amended and the GRANTEE's CDBG program as described in the City of Bellevue's 2019-2023 Consolidated Plan. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed \$45,000.00 from the B-21-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of providing assistance for rehabilitation of a single-family housing unit which will then be made available for a low- and moderate-income household which is eligible under 24 CFR 570.202(a)(1) Rehabilitation: Single-Unit Residential. Such program will include the following activities eligible under the CDBG program:

- AB
- a. Program Delivery. Funding will be provided for rehabilitation of a single family residential housing unit for household who meet program participation requirements, including living within Bellevue city limits and with an income at or below 80% of the Area Median Income (AMI) for the Omaha-Council Bluffs NE-IA HUD Metro FMR Area as determined by HUD. The major tasks performed by the SUBRECIPIENT will include, but are not limited to, the following:
 - i. Develop program metrics to document program performance in meeting CDBG National Objective goals and income benefit goals outlined in A.1.b-c.
 - ii. Maintain real property acquired or improved with CDBG funds in excess of \$25,000 with the approved use of the property for a minimum of five (5) years following expiration of this Agreement as outlined under 24 CFR 570.201.
 - iii. Maintain program records documenting household eligibility including race/ethnic data, income, and other characteristics to meet National Objective requirements and income benefit goals.

- b. Income Benefit Goals. It is anticipated that the program will benefit one (1) low- and moderate-income household with the rehabilitation of a single-family residential unit.
- c. National Objective. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The SUBRECIPIENT certifies that the activity carried out under this agreement will meet the National Objective benefit low- and moderate-income housing by benefiting low- and moderate-income households.
- i. Income Definition. For the purposes of determining whether a person or household is low- and moderate-income, the SUBRECIPIENT will utilize the income definition under 24 CFR 570.3 Income (1)(iii) Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 for individual Federal annual income tax purposes.
 - ii. If a National Objectives is not met during this time period, the SUBRECIPIENT must reimburse the GRANTEE for the current fair market value, less any portion of the value attributable to non-CDBG funds.
2. Performance Monitoring. The SUBRECIPIENT at such times and in such forms as the GRANTEE may require, shall furnish performance reports pertaining to the activities undertaken pursuant to this Agreement to meet the CDBG National Objective. Such reports shall include, but not be limited to:
- a. Statistical information including the number of persons, race, income, and head of household of the persons benefiting; and the number of persons that will be provided with new or improved access to services and/or facilities.
 - b. Update on the expenditure of funding as well as a timeline for expenditure update.
 - c. Any additional funds leveraged with CDBG funding.
 - d. Other reports as required by Section 570.507 of Title 24, 2 CFR Part 200, and as otherwise required by HUD and/or the GRANTEE.
3. Site Visit. The GRANTEE's CDBG staff will perform periodic site visits to ascertain that approved program is proceeding properly. Site visits will include, but are not limited to, a semi-annual monitoring visit and close out visit at the conclusion of the project.
4. Environmental Clearance. The SUBRECIPIENT shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR 570 Subpart K, except that the SUBRECIPIENT does not assume the GRANTEE's environmental review responsibilities described in 24 CFR Part 570.604; and for initiating the review process under provisions of 24 CFR Part 52. All activities must have prior review to ensure environmental conformance through a site-specific review, i.e.: floodplain clearance, airport hazards Asbestos, Americans with Disabilities Act, etc. No grant funds may be disbursed for the project until environmental clearance has been received.
5. Construction Work. The SURECIPIENT or its designee will be responsible for the construction work as specified herein and will procure the services and negotiate prices with subcontractors. As the require of the SUBRECIPIENT, the GRANTEE CDBG staff will provide technical assistance, i.e. prepare or review of the work write-up, etc. The construction work will be in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the GRANTEE.
6. Time of Performance. The agreement will remain in effect for twelve (12) months from the date of execution.
7. Ineligible Expenses. General maintenance costs are ineligible CDBG expenses, i.e. mowing,

replacement of expended light bulbs, and similar expenses which are necessary for the operation of the facility.

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed \$45,000.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200.302.
2. Records and Reporting. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:
 - a. Records providing a full description of each activity undertaken, including compliance with standards for public services in 24 CFR 570.201(e);
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
 - c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR 570.502 and 24 CFR 570.84.21-58; and
 - g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
3. DUNS Number. The SUBRECIPIENT must maintain a Subrecipient Unique Entity Identifier, or DUNS number, through the completion of the agreement. The GRANTEE must be able to verify the SUBRECIPIENT's registered DUNS number with SAM.gov prior to any grant funding being disbursed.
4. Quarterly Reporting. The SUBRECIPIENT shall provide the GRANTEE with quarterly activity reports through the completion of the funded activity. All activity reports are due to the CDBG Office of the GRANTEE on or before the 15th day of the month following the end of a quarter. Failure to submit said reports in a timely manner may delay reimbursement to the SUBRECIPIENT for grant-eligible expenses. The CDBG Fiscal Year will be October 1st to September 30th. Quarters will be:
 - a. 1st Quarter: October – December,
 - b. 2nd Quarter: January – March,
 - c. 3rd Quarter: April – June, and
 - d. 4th Quarter: July – September.
5. Record Retention. The SUBRECIPIENT shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this agreement for at least five (5) years from the date of submission of the final activity report or until all audit findings have been resolved, whichever is later. The SUBRECIPIENT shall, as often as deemed necessary by the GRANTEE, permit authorized representatives of the GRANTEE and HUD to have full access to and the right to fully examine all such material.
6. Beneficiary Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided under the National Objective per 24 CFR 570.208. Such data shall include, but not be limited to client name, address, income level or other basis for determining eligibility, and description

of service provided. Such information shall be made available to GRANTEE monitors or their designee for review upon request.

7. Disclosure. The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the activity with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent/guardian.

8. Purchasing Procedures.

- a. For the purchase of supplies or contractual services, the SUBRECIPIENT will adhere to the following procedures:
 - i. \$0.00 to \$1,000.00 – Best Effort Pricing: Employee shall endeavor to obtain the best price for the item(s) through research or consultation with the Purchasing Agent.
 - ii. \$1,000.00-\$9,999.99 - Telephone Quotes: All purchases of supplies, equipment or contractual services in an amount of \$1,000 but under \$10,000.
 - iii. \$10,000.00-\$29,999.99 - Informal Bidding: Not published but competitive and documented for all purchases of supplies, equipment or contractual services in an amount \$10,000 but under \$30,000.
 - iv. \$30,000.00 or more - Formal Bidding (sealed bids): Published for all purchases of supplies, equipment or contractual services in an amount of \$30,000 or more.
- b. For purchase amount that exceeds \$10,000.00, the SUBRECIPIENT must submit copies a minimum of three bids with a memo explanation of the selected bid/contractor to the GRANTEE's CDBG Office. Upon approval by the GRANTEE, a Notice to Proceed will be issued.

9. Contracting.

- AB
- a. The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the GRANTEE; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GRANTEE. All terms and conditions of this agreement shall apply to any approved subcontract or assignment related to the agreement.
 - b. Subcontracts.
 - i. Approvals. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GRANTEE prior to the execution of such agreement.
 - ii. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written quarterly reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - iii. Content. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - iv. Selection Process. The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis

in accordance with applicable procurement requirements. All subcontracts must have a DUNS number indicating eligibility to work on federal projects and be registered in the System for Award Management (www.sam.gov). Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process.

10. Request for Payment.

- a. Request for funds may be made by the SUBRECIPIENT upon satisfactory completion of project requirements as specified in the agreement. The SUBRECIPIENT must submit a cover sheet or invoice requesting reimbursement for allowable expenses signed by the Authorized Representative, a copy of the original invoice, and any additional requested documentation. The GRANTEE will reimburse the SUBRECIPIENT directly. The request will be reviewed for payment by the GRANTEE and submitted for approval by the City Council during meetings on the 1st and 3rd Tuesday of each month. The GRANTEE will not be responsible for any late fees incurred and will not reimburse the agency for any late fees paid. There is no guarantee that funds will be reimbursed within a month's time. The payments are made only from monies available to the GRANTEE through the CDBG program and are subject to the availability of such funds.
- b. The SUBRECIPIENT's right to incur expenses under this Agreement shall cease upon expiration of Agreement. All requests for reimbursement on expenditures made prior to expiration of Agreement must be requested within thirty (30) days after expiration. Unless expressly authorized by the GRANTEE in writing, expenditures not requested within the thirty (30) day period after expiration of Agreement shall be disallowed and all funds shall be reclaimed by the GRANTEE.
- c. Any expenses incurred or subcontracts executed prior to the execution of this subrecipient agreement will not be eligible for reimbursement.

11. Program Income. In accordance with 24 CFR 570.504(c), any program income as defined in 24 CFR 570.500, generated by activities carried out with CDBG funds made available under this agreement shall be reported quarterly to the GRANTEE by the SUBRECIPIENT. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR 200.307.

AB

12. Timeliness. Funding allocated as part of this agreement must be expended within 12 months from the date of the agreement. The agreement may be eligible for one extension for one additional year.

- a. Agreement Extension Request. To be eligible for an agreement extension, the SUBRECIPIENT must provide a written request with narrative explaining the reason for the delay in project completion, an updated timeline for project completion, and any additional information as requested by the GRANTEE. The GRANTEE CDBG staff will review the request and prepare the request for City Council consideration. The GRANTEE CDBG staff reserves the right to reallocate any unexpended funds upon expiration of the agreement.

13. Close-outs.

- a. The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused

materials, equipment, unspent cash advance, program income balances, an accounts receivable to the GRANTEE), and determining the custodianship of records. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including program income.

- b. Upon expiration or termination of the Agreement, the SUBRECIPIENT will provide final versions of all financial performance, and other reports that were a condition of the funding agreement, including, but not limited to:
 - i. A final performance report,
 - ii. A final request for payment, and
 - iii. A final inventory of property in the SUBRECIPIENT's possession that was acquired or improved with CDBG funds.

C. GENERAL COMPLIANCE.

1. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except the (1) the SUBRECIPIENT does not assume the GRANTEE's environmental responsibilities described in 2 CFR 570.604 and (2) the SUBRECIPIENT does not assume the GRANTEE's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.
2. **Independent Contractor.** Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.
3. **Hold Harmless.** The SUBRECIPIENT, to the extent permitted by law, shall hold harmless, defend and indemnify, the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.
4. **Grantor Recognition.** The SUBRECIPIENT shall insure recognition of the role of the GRANTEE in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as funded with CDBG funds from the GRANTEE. In addition, the SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this agreement.
5. **Amendments.** The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

The GRANTEE may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both the GRANTEE and SUBRECIPIENT.

6. Eligibility Restrictions for Certain Resident Aliens. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.613 with respect to the eligibility restrictions for certain resident aliens. Certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in this part of the regulation. The Grantee shall provide the City with any guidelines necessary for compliance with that portion of the regulation.
7. Architectural Barriers Act and Americans with Disabilities Act. The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that ensure accessibility to, and use by, physically handicapped people. The SUBRECIPIENT also agrees to comply with federal regulations issued pursuant to compliance with the Americans with Disabilities Act which provide comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

D. OTHER PROGRAM REQUIREMENTS.

1. Civil Rights.
 - a. Compliance. The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
 - b. Nondiscrimination. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
 - c. Land Covenants. This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and

providing that the GRANTEE and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

- d. Section 504. The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

2. Affirmative Action.

- a. Plan. The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- b. Women and Minority Owned Business Enterprises (W/MBE). The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises Title 49 Code of Federal Regulations Part 23, the maximum practicable opportunity to participate in the performance of this agreement. As used in this agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish- speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- c. Access to Records. The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. EEO/AA Statement. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
- f. Subcontracting Provisions. The SUBRECIPIENT will include the provisions of Section D Paragraph 1, Civil Rights, and 2, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

3. Employment Restrictions.

- a. Prohibited Activity. The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities; lobbying, political patronage, and nepotism activities.
- b. Labor Standards. The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the GRANTEE for review upon request.

The SUBRECIPIENT agrees that all contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this agreement, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

- c. Section 3 Clause.
 - i. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - ii. The SUBRECIPIENT agrees to comply with HUD's Section 3 regulations (24 CFR Part 75). As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Section 3 regulations.
 - iii. The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - iv. The SUBRECIPIENT agrees to include this Section 3 clause in every subcontract subject to compliance with Section 3, and agrees to take appropriate action, as provided in an

applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the Section 3 regulations. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the Section 3 regulations.

- v. The SUBRECIPIENT will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the Section 3 regulations require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under the Section 3 regulations.
- vi. Noncompliance with HUD's Section 3 regulations may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

4. Conduct.

- a. Assignability. The SUBRECIPIENT shall not assign or transfer any interest in this contract without the prior written consent of the GRANTEE. Notice of any such assignments or transfer shall be furnished promptly to the GRANTEE.
- b. Subcontracts. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this agreement without the written consent of the GRANTEE prior to the execution of such agreement.
 - i. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.
 - ii. Content. The SUBRECIPIENT shall cause all the provisions of this agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - iii. Selection Process. The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

5. Hatch Act. The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

6. Conflict of Interest. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.

7. Lobbying. The SUBRECIPIENT hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
 - c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
 - d. Lobby Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
8. Copyright. If this agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.
9. Religious Organization. The SUBRECIPIENT agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).
10. Relocation and One-For-One Housing Replacement. The displacement of any person as a direct result of rehabilitation for a CDBG-assisted project must comply with 24 CFR 570.606 and 49 CFR Part 24. The SUBRECIPIENT will conduct the CDBG activities so as to minimize displacement, and if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act.

E. UNIFORM ADMINISTRATIVE REQUIREMENTS.

1. The SUBRECIPIENT shall comply with the administrative regulations, including, but not limited to, 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" Final Guidance applicable to HUD Federal Award Recipients. Requirements and standards under 2 CFR 200 which supersedes, consolidates, and streamlines requirements from eight OMB Circulars, including:
 - a. A-21, Cost Principles for Educational Institutions,
 - b. A-87, Cost Principles for State, Local, and Indian Tribal Governments,
 - c. A-89, Catalog of Federal Domestic Assistance,

- d. A-102, Grants and Cooperative Agreements with State and Local Governments,
- e. A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations,
- f. A-122, Cost Principles for Non-Profit Organizations,
- g. A-133, Audits of States, Local Governments, and Non-Profit Organizations, and
- h. The guidance in OMB Circular A-50, Audit Follow Up, on Single Audit Act follow-up.

- 2. Cost Principles. The SUBRECIPIENTS shall comply with the requirements under 2 CFR 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
- 3. Audits. The SUBRECIPIENT is required to comply with 2 CFR 200, Subpart F, as applicable, which supersedes OMB Circular A-133 "Audits of Institutions of State, Local Government, and Nonprofit Institutions". If the SUBRECIPIENT spends \$750,000 or more a fiscal year in Federal awards, the SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with the OMB Super Circular.

F. INSURANCE REQUIREMENTS.

- 1. Worker's Compensation. The GRANTEE also requires the SUBRECIPIENT to carry workers compensation with a waiver of subrogation and a \$500,000.00 limit.
- 2. Insurance and Bonding. The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage and comply with insurance requirement of 2 CFR 200.310. The SUBRECIPIENT is required to list the GRANTEE as additional insured with waiver of subrogation. The GRANTEE requires contracting insurance of \$1,000,000.00 limit for General Liability with a \$2,000,000.00 aggregate. The GRANTEE will review insurance requirements on a case-by-case basis if this a burden or not applicable under specific agreements.

G. AGREEMENT MOTIFICATIONS.

- 1. In the event the parties fail to agree on changes or interpretations of this agreement, the decision of the GRANTEE shall prevail. In the event of any disagreement between the SUBRECIPIENT and the GRANTEE relating to the funded activity and materials purchased and its conformity to the requirements of this agreement, the decision of the GRANTEE shall prevail.
- 2. This agreement is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the GRANTEE.
- 3. Except as otherwise provided in this agreement, the rehabilitation activities to be completed and the total grant award may be modified only by written agreement of the authorized representatives of the parties to this agreement.

H. REVERSION OF ASSETS.

1. Any CDBG funds on hand at the time the agreement expires, including accounts receivable, shall be returned. The SUBRECIPIENT assures that any real property acquired or improved with CDBG funds in excess of \$25,000 meets the requirements specified in 24 CFR 570.503(b)(7). The SUBRECIPIENT will not have control of CDBG funds, nor will any property be purchased in excess of \$25,000.

I. SUSPENSION OR TERMINATION OF AGREEMENT.

1. In accordance with 24 CFR 85.43, the GRANTEE may suspend or terminate this agreement should the SUBRECIPIENT violate any terms or conditions thereof.
2. This agreement may be terminated or suspended in whole or in part at any time by the GRANTEE for cause. The GRANTEE may refuse to disburse additional funds or require return of all or part of funds already disbursed. The decision of the GRANTEE shall prevail. Grounds constituting cause include but are not limited to:
 - a. Failure by the SUBRECIPIENT to comply with the provisions of this agreement or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this agreement.
 - b. Purposes for the funds have not been or will not be fulfilled, or would be illegal to carry out.
 - c. The SUBRECIPIENT has submitted incorrect or incomplete documentation pertaining to this agreement.
3. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.
4. In the event of termination or suspension, all materials/equipment purchased through the agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action. The option of the GRANTEE constitutes a security interest in any materials/equipment purchased or property improved by expenditure of the funds for as long as such materials/equipment or improvements have any value unless the GRANTEE declines its option or releases its security interest. Recording of this agreement shall be effective as a financing statement noticing the security interest of the GRANTEE as created herein. In addition, the GRANTEE shall have a lien against the improved real estate to the extent of expenditures of these funds and to secure repayment of such funds in the event of cessation of operations, sale, transfer of the property in any manner whatsoever, voluntary or involuntary receivership, or application for bankruptcy by the SUBRECIPIENT.

J. NOTICES.

1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.
 - a. To GRANTEE: City Administrator
City of Bellevue

1500 Wall Street
Bellevue, NE 68005

- b. **To SUBRECIPIENT: President and/or Grant Specialist**
Habitat for Humanity of Sarpy County
812 Bruin Boulevard
Bellevue, NE 68005

- c. **Copy to: Finance Director**
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Rusty Hike, Mayor
City of Bellevue, Nebraska

Amanda Brewer

Amanda Brewer, President
Habitat for Humanity of Sarpy County

Rich Severson, Finance Director
City of Bellevue, Nebraska

J. Daniel Brewer

J. Daniel Brewer, Grant Specialist
Habitat for Humanity of Sarpy County

ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

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

The undersigned, a notary public qualified in and for said county, does hereby certify that Rusty Hike and Susan Kluthe, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipality of the first class and political subdivision of the State of Nebraska, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as Mayor and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

My Commission Expires: _____

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

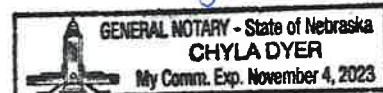
The above and foregoing instrument was acknowledged before me this 24 day of November, 2021 by Amanda Brewer, President, on behalf of the organization.

My Commission Expires:

November 4, 2023

Chyla Dyer

NOTARY PUBLIC



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16e.
12/21/2021

COUNCIL MEETING DATE: 12/21/2021	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:

Approve the 2021 CDBG Subrecipient Agreement with First Baptist Church of Bellevue for the Community Center Upgrade project in an amount not to exceed \$16,400.00

SYNOPSIS/BACKGROUND:

As part of the 2021 Action Plan approved by the City Council on July 20, 2021, First Baptist Church of Bellevue was approved for funding in an amount not to exceed \$16,400.00 for the upgrades to the Community Center Building including replacement of windows for safety and energy efficiency. First Baptist Church has approved and signed the subrecipient agreement which includes the scope of service and all city and federal requirements for the use of CDBG funding.

FISCAL IMPACT: \$16,400.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: First Baptist Church of Bellevue INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: 2021 CDBG Subrecipient Agreement

CONTRACT EFFECTIVE DATE: 12/21/2021 CONTRACT TERM: 1 year CONTRACT END DATE: 12/20/2022

PROJECT NAME: FBC Community Center Upgrade

START DATE: 12/21/2021 END DATE: 12/20/2022 PAYMENT DATE: INSURANCE REQUIRED: YES

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: CDBG-192203 ACCOUNT NUMBER: 60/1903/192203/450

RECOMMENDATION:

Approve and authorize the Mayor to sign the CDBG subrecipient agreement with First Baptist Church.

ATTACHMENTS:

- 2021 CDBG Subrecipient Agreement
-
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

**SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
FIRST BAPTIST CHURCH OF BELLEVUE
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-21-MC-31-0003**

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this _____ day of _____, 20___, by and between the subrecipient FIRST BAPTIST CHURCH OF BELLEVUE hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

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

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-21-MC-31-0003 HUD contract in the amount of \$16,400.00 for community center rehabilitation located at 112 East 23rd Street, Bellevue, NE 68005; and

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

A. SCOPE OF SERVICE.

1. Activities. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed \$16,400.00 from the B-21-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of community center upgrades including window replacement and bathroom rehabilitation located at 112 East 23rd Street, Bellevue, NE 68005. The SUBRECIPIENT will be responsible for administering a Community Development Block Grant (CDBG) program in a manner satisfactory to the GRANTEE and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

- ML*
- a. Program Delivery. To provide improvements to the community center with a location in a blight and substandard area at 112 East 23rd Street as eligible under 24 CFR 570.203(a). The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
 - i. Obtain bids from eligible contractors and following all subcontracting and labor standard requirements as outlined in form HUD-4010 and in this agreement.
 - ii. Complete all approved work for window replacement and bathroom rehabilitation as outlined in the CDBG 2021 application and budget.
 - iii. Provide matching funds as needed to complete all work outlined above. Maintain program records documenting participation eligibility including race and ethnic data, household income and other characteristics, and access to services for household benefiting from service provided to meet National Objective requirements and income benefit goals.
 - b. Income Benefit Goals. It is anticipated that one property owner of the building in a blight and substandard area will benefit from building improvements.

- c. National Objective. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The SUBRECIPIENT certifies that the activity carried out under this agreement will meet the National Objective Slum Blight as a business located in an area determine by the City of Bellevue as Blight and Substandard in accordance with Section 18-2103 of the Nebraska State Statues and as per 24 CFR 570.208(b).

ML 2. Performance Monitoring. The SUBRECIPIENT at such times and in such forms as the GRANTEE may require, shall furnish performance reports pertaining to the activities undertaken pursuant to this Agreement to meet the CDBG National Objective. Such reports shall include, but not be limited to:

- a. Statistical information including the number of persons, race, income, and head of household of the persons benefiting; and the number of persons that will be provided with new or improved access to services and/or facilities.
- b. Total amount of expended funding as well as updated construction timelines.
- c. Documentation of match or funds leveraged with CDBG funding.
- d. Procurement and contracting records for construction work for compliance with federal requirements and reports of the costs and obligations incurred in connection therewith,
- e. Other reports as required by Section 570.507 or Title 24, OMB Circular A-110, and as otherwise required by HUD and the GRANTEE.

3. Site Visit. The GRANTEE CDBG staff will perform periodic site visits to ascertain that approved and contracted work is proceeding properly and satisfactorily, authorize (with the SUBRECIPIENT's written approval, including signature and date) any change orders, and mediate in the event of the owner dissatisfaction with the work completed by the contractor. The work will be in compliance with all applicable Federal, state and local rules and regulations governing these funds and, in a manner, satisfactory to the GRANTEE of Bellevue. Before the commencement of the project, the SUBRECIPIENT must have approval of expenditures by the GRANTEE of Bellevue CDBG Specialist.

4. Environmental Clearance. The SUBRECIPIENT shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR 570 Subpart K, except that the SUBRECIPIENT does not assume the GRANTEE's environmental review responsibilities described in 24 CFR Part 570.604; and for initiating the review process under provisions of 24 CFR Part 52. All activities must have prior review to ensure environmental conformance through a site-specific review, i.e.: floodplain clearance, airport hazards Asbestos, Americans with Disabilities Act, etc. No grant funds may be disbursed for the project until environmental clearance has been received.

- a. The SUBRECIPIENT must meet all mitigation requirements outlined in the environmental review record.

5. Time of Performance. This agreement will remain in effect for twelve (12) months from the date of this agreement, or for as long as funds are made available.

6. Ineligible Expenses. General maintenance costs are ineligible CDBG expenses, i.e. mowing, replacement of expended light bulbs, and similar expenses which are necessary for the operation of the facility.

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed \$16,400.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial

management system in accordance with acceptable standards specified in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

2. Records and Reporting. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:
 - a. Records providing a full description of each activity undertaken, including compliance with standards for public services in 24 CFR 570.201(e);
 - b. Records providing client data including but not limited to: race, ethnicity, and household income;
 - c. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
 - d. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
 - e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - g. Financial records as required by 24 CFR 570.502 and 24 CFR 570.84.21-58; and
 - h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

- ML 3. DUNS Number. The SUBRECIPIENT must maintain a Subrecipient Unique Entity Identifier, or DUNS number, through the completion of the agreement. The GRANTEE must be able to verify the SUBRECIPIENT's registered DUNS number with SAM.gov prior to any grant funding being disbursed.

- ML 4. Quarterly Reporting. The SUBRECIPIENT shall provide the GRANTEE with quarterly activity reports through the completion of the funded activity. All activity reports are due to the CDBG Office of the GRANTEE on or before the 15th day of the month following the end of a quarter. Failure to submit said reports in a timely manner may delay reimbursement to the SUBRECIPIENT for grant-eligible expenses. The CDBG Fiscal Year will be October 1st to September 30th. Quarters will be:
 - a. 1st Quarter: October – December,
 - b. 2nd Quarter: January – March,
 - c. 3rd Quarter: April – June, and
 - d. 4th Quarter: July – September.

5. Record Retention. The SUBRECIPIENT shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this agreement for at least five (5) years from the date of submission of the final activity report or until all audit findings have been resolved, whichever is later. The SUBRECIPIENT shall, as often as deemed necessary by the GRANTEE, permit authorized representatives of the GRANTEE and HUD to have full access to and the right to fully examine all such material.

6. Beneficiary Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to GRANTEE monitors or their designee for review upon request.

7. Disclosure. The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the activity with respect to services provided under this agreement, is prohibited

unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent/guardian.

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8. Purchasing Procedures.

- a. For the purchase of supplies or contractual services, the SUBRECIPIENT will adhere to the following procedures:
 - i. \$0.00 to \$1,000.00 – Best Effort Pricing: Employee shall endeavor to obtain the best price for the item(s) through research or consultation with the Purchasing Agent.
 - ii. \$1,000.00-\$9,999.99 - Telephone Quotes: All purchases of supplies, equipment or contractual services in an amount of \$1,000 but under \$10,000.
 - iii. \$10,000.00-\$29,999.99 - Informal Bidding: Not published but competitive and documented for all purchases of supplies, equipment or contractual services in an amount \$10,000 but under \$30,000.
 - iv. \$30,000.00 or more - Formal Bidding (sealed bids): Published for all purchases of supplies, equipment or contractual services in an amount of \$30,000 or more.
- b. For purchase amounts exceeding \$10,000.00, the SUBRECIPIENT will submit selected quotes with a memo explanation of selection to the GRANTEE CDBG Office. Upon approval by the GRANTEE CDBG Office, a Notice to Proceed will be issued.

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9. Contracting.

- a. The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the GRANTEE; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GRANTEE. All terms and conditions of this agreement shall apply to any approved subcontract or assignment related to the agreement.
- b. Subcontracts.
 - i. Approvals. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GRANTEE prior to the execution of such agreement.
 - ii. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written quarterly reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - iii. Content. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - iv. Selection Process. The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. All subcontracts must have a DUNS number indicating eligibility to work on federal projects and be registered in the System for Award Management (www.sam.gov). Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process.

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10. Request for Payment.

- a. Request for funds may be made by the SUBRECIPIENT upon satisfactory completion of project requirements as specified in the agreement. The SUBRECIPIENT must submit a cover sheet or invoice requesting reimbursement for allowable expenses signed by the Authorized Representative, a copy of the original invoice, and any additional requested documentation. The GRANTEE will reimburse the SUBRECIPIENT directly. The request will be reviewed for payment by the GRANTEE and submitted for approval by the City Council during meetings on the 1st and 3rd Tuesday of each month. The GRANTEE will not be responsible for any late fees incurred and will not reimburse the agency for any late fees paid. There is no guarantee that funds will be reimbursed within a month's time. The payments are made only from monies available to the GRANTEE through the CDBG program and are subject to the availability of such funds.
- b. The SUBRECIPIENT's right to incur expenses under this Agreement shall cease upon expiration of Agreement. All requests for reimbursement on expenditures made prior to expiration of Agreement must be requested within thirty (30) days after expiration. Unless expressly authorized by the GRANTEE in writing, expenditures not requested within the thirty (30) day period after expiration of Agreement shall be disallowed and all funds shall be reclaimed by the GRANTEE.
- c. Any expenses incurred or subcontracts entered into prior to the execution of this subrecipient agreement will not be eligible for reimbursement.

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11. Program Income. In accordance with 24 CFR 570.504(c), any program income as defined in 24 CFR 570.500, generated by activities carried out with CDBG funds made available under this agreement shall be reported quarterly to the GRANTEE by the SUBRECIPIENT. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR 200.307.

12. Timeliness. Funding allocated as part of this agreement must be expended within 12 months from the date of the agreement. The agreement may be eligible for one extension for one additional year.

- a. Agreement Extension Request. To be eligible for an agreement extension, the SUBRECIPIENT must provide a written request with narrative explaining the reason for the delay in project completion, an updated timeline for project completion, and any additional information as requested by the GRANTEE. The GRANTEE CDBG staff will review the request and prepare the request for City Council consideration. The GRANTEE CDBG staff reserves the right to reallocate any unexpended funds upon expiration of the agreement.

13. Close-outs.

- a. The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advance, program income balances, an accounts receivable to the GRANTEE), and determining the custodianship of records. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including program income.
- b. Upon expiration or termination of the Agreement, the SUBRECIPIENT will provide final versions

of all financial performance, and other reports that were a condition of the funding agreement, including, but not limited to:

- i. A final performance report,
- ii. A final request for payment, and
- iii. A final inventory of property in the SUBRECIPIENT's possession that was acquired or improved with CDBG funds.

C. GENERAL COMPLIANCE.

1. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except the (1) the SUBRECIPIENT does not assume the GRANTEE's environmental responsibilities described in 2 CFR 570.604 and (2) the SUBRECIPIENT does not assume the GRANTEE's responsibility for initiating the review process under the provisions of 24 CFR Part 52. . The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.
2. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.
3. Hold Harmless. The SUBRECIPIENT, to the extent permitted by law, shall hold harmless, defend and indemnify, the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.
4. Workers' Compensation. The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this agreement.
5. Grantor Recognition. The SUBRECIPIENT shall insure recognition of the role of the GRANTEE in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as funded with CDBG funds from the GRANTEE. In addition, the SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this agreement.
6. Amendments. The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

The GRANTEE may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be

undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both the GRANTEE and SUBRECIPIENT.

7. Eligibility Restrictions for Certain Resident Aliens. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.613 with respect to the eligibility restrictions for certain resident aliens. Certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in this part of the regulation. The Grantee shall provide the City with any guidelines necessary for compliance with that portion of the regulation.
8. Architectural Barriers Act and Americans with Disabilities Act. The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that ensure accessibility to, and use by, physically handicapped people. The SUBRECIPIENT also agrees to comply with federal regulations issued pursuant to compliance with the Americans with Disabilities Act which provide comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

D. OTHER PROGRAM REQUIREMENTS.

1. Civil Rights.
 - a. Compliance. The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
 - b. Nondiscrimination. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
 - c. Land Covenants. This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the GRANTEE and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry

out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

- d. Section 504. The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

2. Affirmative Action.

- a. Plan. The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- b. Women and Minority Owned Business Enterprises (W/MBE). The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this agreement. As used in this agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- c. Access to Records. The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. EEO/AA Statement. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
- f. Subcontracting Provisions. The SUBRECIPIENT will include the provisions of Section D Paragraph 1, Civil Rights, and 2, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

3. Employment Restrictions.

- a. Prohibited Activity. The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities; lobbying, political patronage, and nepotism activities.
- b. Labor Standards. The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the GRANTEE for review upon request.

The SUBRECIPIENT agrees that all contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this agreement, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

- c. Section 3 Clause.
 - i. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - ii. The SUBRECIPIENT agrees to comply with HUD's Section 3 regulations (24 CFR Part 75). As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Section 3 regulations.
 - iii. The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - iv. The SUBRECIPIENT agrees to include this Section 3 clause in every subcontract subject to compliance with Section 3, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the Section 3 regulations. The contractor will not

subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the Section 3 regulations.

- v. The SUBRECIPIENT will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the Section 3 regulations require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under the Section 3 regulations.
- vi. Noncompliance with HUD's Section 3 regulations may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

4. Conduct.

a. Assignability. The SUBRECIPIENT shall not assign or transfer any interest in this contract without the prior written consent of the GRANTEE. Notice of any such assignments or transfer shall be furnished promptly to the GRANTEE.

b. Subcontracts. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this agreement without the written consent of the GRANTEE prior to the execution of such agreement.

i. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.

ii. Content. The SUBRECIPIENT shall cause all the provisions of this agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

iii. Selection Process. The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

5. Hatch Act. The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

6. Conflict of Interest. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.

7. Lobbying. The SUBRECIPIENT hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
 - c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
 - d. Lobby Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
8. Copyright. If this agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.
 9. Religious Organization. The SUBRECIPIENT agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).
 10. Relocation and One-For-One Housing Replacement. The displacement of any person as a direct result of rehabilitation for a CDBG-assisted project must comply with 24 CFR 570.606 and 49 CFR Part 24. The SUBRECIPIENT will conduct the CDBG activities so as to minimize displacement, and if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act.

E. UNIFORM ADMINISTRATIVE REQUIREMENTS.

1. The SUBRECIPIENT shall comply with the administrative regulations, including, but not limited to, 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" Final Guidance applicable to HUD Federal Award Recipients. Requirements and standards under 2 CFR 200 which supersedes, consolidates, and streamlines requirements from eight OMB Circulars, including:

- a. A-21, Cost Principles for Educational Institutions,
 - b. A-87, Cost Principles for State, Local, and Indian Tribal Governments,
 - c. A-89, Catalog of Federal Domestic Assistance,
 - d. A-102, Grants and Cooperative Agreements with State and Local Governments,
 - e. A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations,
 - f. A-122, Cost Principles for Non-Profit Organizations,
 - g. A-133, Audits of States, Local Governments, and Non-Profit Organizations, and
 - h. The guidance in OMB Circular A-50, Audit Follow Up, on Single Audit Act follow-up.
2. **Cost Principles.** The SUBRECIPIENTS shall comply with the requirements under 2 CFR 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
 3. **Audits.** The SUBRECIPIENT is required to comply with 2 CFR 200, Subpart F, as applicable, which supersedes OMB Circular A-133 "Audits of Institutions of State, Local Government, and Nonprofit Institutions". If the SUBRECIPIENT spends \$750,000 or more a fiscal year in Federal awards, the SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with the OMB Super Circular.

F. INSURANCE REQUIREMENTS.

1. **Worker's Compensation.** The GRANTEE also requires the SUBRECIPIENT to carry workers compensation with a waiver of subrogation and a \$500,000.00 umbrella policy.
2. **Insurance and Bonding.** The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage and comply with insurance requirement of 2 CFR 200.310. The SUBRECIPIENT is required to list the GRANTEE as additional insured with waiver of subrogation. The GRANTEE requires contracting insurance of \$1,000,000.00 limit for General Liability with a \$2,000,000.00 aggregate. The GRANTEE will review insurance requirements on a case-by-case basis if this a burden or not applicable under specific agreements.

G. AGREEMENT MODIFICATIONS.

1. In the event the parties fail to agree on changes or interpretations of this agreement, the decision of the GRANTEE shall prevail. In the event of any disagreement between the SUBRECIPIENT and the GRANTEE relating to the funded activity and materials purchased and its conformity to the requirements of this agreement, the decision of the GRANTEE shall prevail.
2. This agreement is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the GRANTEE.
3. Except as otherwise provided in this agreement, the rehabilitation activities to be completed and the total grant award may be modified only by written agreement of the authorized representatives of the parties to this agreement.

H. REVERSION OF ASSETS.

1. Any CDBG funds on hand at the time the agreement expires, including accounts receivable, shall be returned. The SUBRECIPIENT assures that any real property acquired or improved with CDBG funds in excess of \$25,000 meets the requirements specified in 24 CFR 570.503(b)(7). The SUBRECIPIENT will not have control of CDBG funds, nor will any property be purchased in excess of \$25,000.

I. SUSPENSION OR TERMINATION OF AGREEMENT.

1. In accordance with 24 CFR 85.43, the GRANTEE may suspend or terminate this agreement should the SUBRECIPIENT violate any terms or conditions thereof.
2. This agreement may be terminated or suspended in whole or in part at any time by the GRANTEE for cause. The GRANTEE may refuse to disburse additional funds or require return of all or part of funds already disbursed. The decision of the GRANTEE shall prevail. Grounds constituting cause include but are not limited to:
 - a. Failure by the SUBRECIPIENT to comply with the provisions of this agreement or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this agreement.
 - b. Purposes for the funds have not been or will not be fulfilled, or would be illegal to carry out.
 - c. The SUBRECIPIENT has submitted incorrect or incomplete documentation pertaining to this agreement.
3. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.
4. In the event of termination or suspension, all materials/equipment purchased through the agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action. The option of the GRANTEE constitutes a security interest in any materials/equipment purchased or property improved by expenditure of the funds for as long as such materials/equipment or improvements have any value unless the GRANTEE declines its option or releases its security interest. Recording of this agreement shall be effective as a financing statement noticing the security interest of the GRANTEE as created herein. In addition, the GRANTEE shall have a lien against the improved real estate to the extent of expenditures of these funds and to secure repayment of such funds in the event of cessation of operations, sale, transfer of the property in any manner whatsoever, voluntary or involuntary receivership, or application for bankruptcy by the SUBRECIPIENT.

J. NOTICES.

1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.

- a. To GRANTEE: City Administrator
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

- b. To SUBRECIPIENT: President, Church Council
First Baptist Church of Bellevue
112 East 23rd Street
Bellevue, NE 68005

- c. Copy to: Finance Director
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Rusty Hike, Mayor
City of Bellevue, Nebraska

Michael Lusk

Michael Lusk, Pastor
First Baptist Church of Bellevue

Rich Severson, Finance Director
City of Bellevue, Nebraska

Angelo Bruno

Angelo Bruno, Properties Committee Chairperson
First Baptist Church of Bellevue

ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

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

The undersigned, a notary public qualified in and for said county, does hereby certify that Rusty Hike and Susan Kluthe, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipality of the first class and political subdivision of the State of Nebraska, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as Mayor and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

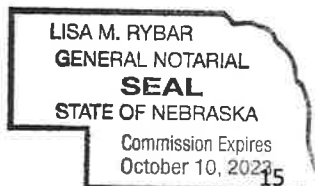
My Commission Expires: _____

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

The above and foregoing instrument was acknowledged before me this 7th day of December, 2021 by Michael Lusk, Pastor, Church Council, on behalf of the organization.

My Commission Expires:

10/10/23



Lisa M Rybar

NOTARY PUBLIC

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16f.
12/21/2021

COUNCIL MEETING DATE: 01/04/2022	SUBMITTED BY: Mark Elbert		
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:

Code Enforcement Vehicle Purchase

SYNOPSIS/BACKGROUND:

The Code Enforcement Unit has a 2010 Chevy Colorado with approx. 95,000 miles on it and is at end of life. A 2022 Ford F-150 Ext. Cab 4x4 has been selected as a replacement vehicle off of State Bid.

FISCAL IMPACT: \$28,696.00 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:		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME:		
START DATE:	END DATE:	PAYMENT DATE:
		INSURANCE REQUIRED: NO
CIP PROJECT NAME: Vehicle Purchase	CIP PROJECT NUMBER: 132201 CIPO22(01)	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRUBUTION CODE: 7110	ACCOUNT NUMBER: CIPC022(01)	

RECOMMENDATION:

Recommend Approval to purchase a new vehicle for the Code Enforcement Fleet, not to exceed \$28,696.00.

ATTACHMENTS:

- | | | |
|-----------------------------|------------------------|----|
| 1. Nebraska State Bid Sheet | 2. Anderson Ford Quote | 3. |
| 4. | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
15479 OC
PRIMARY E85 AND
SECONDARY E15 AWARDS

PAGE 1 of 5	ORDER DATE 04/02/21
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 503856	
VENDOR ADDRESS: AFL, LLC DBA ANDERSON FORD LINCOLN 2500 WILDCAT DR PO BOX 83644 LINCOLN NE 68501-3644	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

APRIL 08, 2021 THROUGH APRIL 07, 2022

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 6359 OF, Attachment C-2

Contract to supply and deliver 2021 OR CURRENT PRODUCTION YEAR 1/2 TON EXTENDED CAB 4x4 TRUCKS (BASE) to the State of Nebraska as per the attached specifications for the contract period April 08, 2021 through April 07, 2022.

See attached Technical Specifications Document for approximate units to be purchased. The Unit Price is equal to the Base Price for items before the Option Bid List.

Award Make/Model: FORD F150

IMPORTANT NOTE: Purchase Orders must have a paint line selected providing Exterior Color, Interior Color, and Seat Color. The colors and color codes are provided on a color chart attached to the contract.

DELIVERY ARO: 90 DAYS

Vendor Contact: Bobby Colclasure
Phone: 402-617-4521
E-Mail: bobbyc@andersonautogroup.com

(MH 4/2/21)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	2021 OR CURRENT PRODUCTION YEAR 1/2 TON EXTENDED CAB 4X4 TRUCKS (BASE) FFV E85 WHEELBASE: 145"	72.0000	EA	28,401.0000

DocuSigned by:
Christina Kelly /7/2021
A7DD6E449BA24

DocuSigned by:
[Signature] BUYER
4/9/2021
-8F1A26D8C1D248C... ADMINISTRATOR

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RA3500\NISC0001\NISC0001 2015093

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

STATE OF NEBRASKA CONTRACT AWARD

PAGE 2 of 5	ORDER DATE 04/02/21
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 503856	

CONTRACT NUMBER
15479 OC
PRIMARY E85 AND SECONDARY
E15 AWARDS

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	TIRE SIZE: 17" MAKE/MODEL: FORD F150 SERIES, CODE, TRIM LEVEL: XIE, 101A, XL ENGINE: 5.0L V8 GVWR: 7,050 TRANSMISSION #/GEAR RATIO #: 3.31 ELOCKING			
2	2021 OR CURRENT PRODUCTION YEAR 1/2 TON EXTENDED CAB 4X4 TRUCKS (BASE) E15 COMPLIANT WHEELBASE: 145" TIRE SIZE: 17" MAKE/MODEL: FORD F150 SERIES, CODE, TRIM LEVEL: XIE, 101A, XL ENGINE: 5.0L V8 GVWR: 7,050 TRANSMISSION #/GEAR RATIO #: 3.31 ELOCKING	72.0000	EA	28,401.0000
	PLEASE CONTACT ANDERSON FORD FOR ITEMS NOT LISTED ON THE CONTRACT BUT ARE NECESSARY FOR BUSINESS NEEDS			
	OPTIONS:			
3	3.5L ECOBOOST ALTERNATE GAS ENGINE:	72.0000	EA	995.0000
4	CLOTH FILLED, VINYL TRIM BUCKET SEATS WITH ARM RESTS ON BOTH THE RIGHT AND LEFT SIDES:	72.0000	EA	295.0000
5	40-20-40 OR 60-40 BENCH SEAT WITH DRIVER POWER CONTROLS	72.0000	EA	395.0000
6	SLIDING REAR-VISION WINDOW: (DEALER INSTALLED)	72.0000	EA	395.0000
7	SECOND POWER OUTLET:	72.0000	EA	155.0000
8	INCREASED BOX LENGTH OF 97", WIDTH OF 65" AND WIDTH BETWEEN WHEEL WELLS IS 50.6"	72.0000	EA	495.0000
9	TRAILER TOWING PACKAGE: (DEDUCT)	72.0000	EA	-125.0000
10	ADDITIONAL FOB:	72.0000	EA	

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BUYER INITIALS

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
15479 OC

PRIMARY E85 AND
SECONDARY E15 AWARDS

STATE OF NEBRASKA CONTRACT AWARD

PAGE 3 of 5	ORDER DATE 04/02/21
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 503856	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	(IF EQUIPPED WITH KEYLESS REMOTE ENTRY)			
11	3.73 ELOCKING NON-STANDARD GEAR RATIO:	72.0000	EA	570.0000
12	TWO WHEEL DRIVE (2WD) MODEL INCLUDING ALL SEASON TIRES: (DEDUCT)	72.0000	EA	-1,995.0000
13	265/70R17, ON/OFF ROAD MUD AND SNOW ALL TERRAIN 17" TIRES TO INCLUDE 17" STEEL RIMS:	72.0000	EA	795.0000
14	265/70R17, ON/OFF ROAD MUD AND SNOW ALL TERRAIN 17" SPARE	72.0000	EA	395.0000
15	265/70R17, ON/OFF ROAD MUD AND SNOW ALL TERRAIN 17" TIRES WITH A LOAD RANGE OF "C" AND GVWR OF 7,050:	72.0000	EA	795.0000
16	INTEGRATED BRAKE CONTROLLER SYSTEM (DEALER INSTALLED)	72.0000	EA	395.0000
17	DEALER INSTALLED TAILGATE STEP	72.0000	EA	375.0000
18	SPRAY-IN BED LINER FOR BOX:	72.0000	EA	550.0000
19	22 GALLON FUEL TANK (DEDUCT)	72.0000	EA	-200.0000
20	ENGINE OIL COOLER, PRO TRAILER ASSIST TOW PACKAGE UPGRADE TO INCLUDE HITCH CLASS OF IV AND 9,500 MAXIMUM TRAILER WEIGHT:	72.0000	EA	1,090.0000
21	PROTECTIVE VINYL BODY MOLDING (DEALER INSTALLED)	72.0000	EA	495.0000
22	CD ROM EQUIPMENT/ENGINE SERVICE REPAIR MANUAL	72.0000	EA	295.0000
23	100 WATT SIREN SPEAKER INSTALLED BEHIND THE FRONT GRILL AND CENTERED ON THE PUSH BUMPER	72.0000	EA	325.0000

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BUY  JS

State Purchasing Bureau
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CONTRACT NUMBER
15479 OC
PRIMARY E85 AND
SECONDARY E15 AWARDS

STATE OF NEBRASKA CONTRACT AWARD

PAGE 4 of 5	ORDER DATE 04/02/21
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 503856	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	WITH LEADS TAGGED AS SUCH THAT TERMINATE IN OR NEAR THE PASSENGER COMPARTMENT LAW ENFORCEMENT ONLY			
24	SETINA PB400 PUSH BUMPER INSTALLED ON THE FRONT OF THE VEHICLE LAW ENFORCEMENT ONLY	72.0000	EA	595.0000
25	750 CCA AUXILIARY DUAL PURPOSE AGM BATTERY WITH DUAL BATTERY SEPARATOR FOR ACCESSORY EQUIPMENT. INSTALLATION SHALL INLCUDE BATTERY TRAY AND BRACKET, AND A HEAVY DUTY FUSE, MINIMUM 1 GAUGE CABLE: LAW ENFORCEMENT ONLY	72.0000	EA	1,095.0000
26	DEALER INSTALLED DOME/COURTESY LAMP TO BE CENTERED AT A MINIMUM 4" FROM THE TOP OF THE WINDSHIELD AND CONTROLLED BY THE ROTATING HEADLAMP OR SEPARATE SWITCH TO REACH MAXIMUM POSITION (THIS MAY REQUIRE AN ADDITIONAL LIGHT). LAW ENFORCEMENT ONLY	72.0000	EA	195.0000
27	STANDARD PAINT (SEE ATTACHED NO ADDITIONAL COST PAINTS LIST)	10,000.0000	\$	0.0000
28	EXTRA COST PAINT (SEE ATTACHED EXTRA COST PAINTS LIST)	10,000.0000	\$	0.0000
29	FORD #84S53 SCHOOL BUS YELLOW COLOR CODE NDOT USE ONLY	72.0000	EA	995.0000
30	5 YEARS/100,000 MILES FORD PREMIUM CARE WITH \$100.00 DEDUCTIBLE ADDITIONAL MANUFACTURER WARRANTY:	72.0000	EA	2,995.0000
31	DROP SHIPMENT CHARGES OUTSIDE THE LINCOLN AREA (DROP SHIPMENT CHARGES APPLY TO VEHICLES PURCHASED BY POLITICAL SUBDIVISIONS AND OTHER DIVISIONS OF GOVERNMENT)	10,000.0000	MI	2.0000

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CK
BU. CIVILIALS

ANDERSON

www.AndersonAutoGroup.com

December 3rd, 2021

Captain Tom Dargy
Division Commander
Bellevue Police
1510 Wall Street
Bellevue NE 68005
Office (402)682-6664
FBI NA 253

State Contract # 15479

- 2022 Ford F150 Extended Cab XL 4x4: \$28,401
- 5.0L V8 automatic: included
- Power equipment group: included
- Tow hitch: included
- Cloth bucket seats: \$295
- Black exterior: included
- Current lead time 28-30 weeks

Total Price: \$28,696

Bobby Colclasure
Anderson Auto Group
Commercial & Fleet Director
2500 Wildcat Dr., Lincoln, NE 68521
Cell-402-617-4521

Because People Matter...
We will serve your needs by always doing what is right.



LINCOLN NORTH
2500 Wildcat Drive
Lincoln, NE 68521
402 458 9800

LINCOLN SOUTH
3201 Yankee Hill Road
Lincoln, NE 68512
402 464 0661
(Opening Fall 2011)

GRAND ISLAND
120 Diers Avenue
Grand Island, NE 68803
308 384 1700

ST. JOSEPH
2207 North Belt Highway
St. Joseph, MO 64506
816 383 8000