

Bellevue City Council Meeting +++Amended Agenda+++

Tuesday, March 1, 2022 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Fred Simon, Pilgrim Lutheran Church, 2311 Fairview Road.
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 February 15, 2022 City Council Minutes.
6. (*) APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS:
 - a. Proclamation for 4-time State Wrestling Champion
8. ORGANIZATIONAL MATTERS:
 - a. (*) Recommend the appointment of Kelly McCaw and re-appointment of Susan Hester to the Community Development Block Grant (CDBG) Committee for a 3-year term, ending in February 2025. (Finance Director/CDBG Program Specialist)
9. APPROVED CITIZEN COMMUNICATION: None Received
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd reading): NONE
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
 - a. Ordinance No. 4078: Request to rezone Lot 1, F.J. Fitzgerald's Subdivision Replat 2, from RS-84 and ML to BN for the purpose of a childcare center. Applicant: Maria M. Hernandez. General Location: 2516 Chandler Rd. E. (Planning Manager)
 - b. Ordinance No. 4079: Request to rezone Lots 154 through 196, and Outlots "F" through "J," Spring Ridge, being a platting of Tax Lot 12, Tax Lot 13A, Lot 2 Bohac Addition, and Outlot B, Green Meadows, all located in the Southwest 1/4 of Section 22, T14N, R13E of the 6th P.M., Sarpy County, NE, from AG and BG to RA, BG, and RG-8-PS for the purpose of single-family and multi-family residential development. Applicant: Orchard Valley, Inc. General Location: South 21st Street and Gilmore Lake Road. (Planning Manager)
 1. Request to Preliminary Plat Lots 154 through 196, and Outlots "F" through "J," Spring Ridge. (**No Action Required**)
 - c. Ordinance No. 4080: Request to rezone Lots 1 through 38, and Outlot A, Chandler Creek, being a platting of Tax Lot H2, located in the Southwest 1/4 of Section 16, T14N, R13E of the 6th P.M., Sarpy County, NE, from RS-72 to RD-60 for the purpose of single-family residential development. Applicant: TKC Chandler, LLC. General Location: W. Chandler Rd. and S. 35th Street. (Planning Manager)
 1. Request to Preliminary Plat Lots 1 through 38, and Outlot A, Chandler Creek. (**No Action Required**)
 - d. Ordinance No. 4081: Request to rezone Lots 1 through 191, and Outlots A through H, Lakewood West, being a platting of the East 1/2 of the Southwest 1/4, together with the Northwest 1/4 of the Southeast 1/4; all located in Section 31, T14N, R13E of the 6th P.M., Sarpy County, NE, from AG to RA, BG, RG-20-PS, RG-50, and RS-72 for the purpose of commercial, multi-family, and single-family residential development. Applicant: Woodsonia

Real Estate Inc. General Location: S 54th Street and Hwy 370. (Planning Manager)

1. Request to Preliminary Plat Lots 1 through 191, and Outlots A through H, Lakewood West. **(No Action Required)**

13. ORDINANCES FOR INTRODUCTION (1st reading):

a. Ordinance No. 4082: Amending City Code regarding trapping restrictions. (Legal) **(Requesting to waive the rule requiring three readings, hold a public hearing, and vote after the public hearing at tonight's meeting.)**

b. Ordinance No. 4083: Amending City Code to correct section numbering errors that were inadvertently mis-numbered in Ordinance Nos. 4058 and 4041. (Legal) **(Requesting to waive the rule requiring three readings, hold a public hearing, and vote after the public hearing at tonight's meeting.)**

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. Request for site plan approval for Lots 1 through 63, and Outlots A through C, Belle Lago Replat 2, being a replat of Lots 1 through 72, and Outlots A and B, Belle Lago Replat 1, for the purpose of multi-family development. Applicant: HRC Belle Lago Brownstones, LLC. General Location: 48th Street and Capehart Road. (Planning Manager)

1. Request to preliminary plat Lots 1 through 63, and Outlots A through C, Belle Lago Replat 2.

2. Request to final plat Lots 1 through 63, and Outlots A through C, Bella Lago Replat 2.

15. RESOLUTIONS:

a. Resolution No. 2022-06: Designating the annual Ride of Silence as a special event and authorizing the Mayor to sign. (City Clerk) **(Public Hearing)**

b. Resolution 2022-07: Request to approve the redevelopment plan for Lot 5, Edward Warren Addition, and Tax Lot H2, located in the Southwest 1/4 of Section 16, T13N, R13E, of the 6th P.M., Sarpy County, Nebraska. Applicant: TKC Chandler, LLC. General Location: W. Chandler Road and South 35th Street. (Planning Manager) **(Public Hearing)**

16. CURRENT BUSINESS:

a. Approve and authorize the Mayor to sign the Second Amendment to Lease Agreement with Keller's Seeding and Subcontracting for the Police Gun Range, in an amount not to exceed \$2,500. (Police Clary)

b. Approve and authorize the Mayor to sign the Contract with Swain Construction for the Gregg Road Improvements, in an amount not to exceed \$430,538.58 plus potential city-initiated Change Orders of up to 10% (\$43,053.82). (Public Works Director)

c. Approve and authorize the Mayor to sign the Contract with Burrell Enterprises LLC for the 2022 Concrete Projects, in an amount not to exceed \$783,818.70 plus potential city-initiated Change Orders of up to 10% (\$78,381.78). (Public Works Director)

d. Approve and authorize the Mayor to sign the Contract with Alexander Lawn & Landscape for the 2022 Parks Mowing, in an amount not to exceed \$28,459.20. (Public Works Director)

e. Approve and authorize the Mayor to sign the Contract with Crow Lawncare for the 2022 Right-of-Way Mowing, in an amount not to exceed \$107,000. (Public Works Director)

f. Approve and authorize the Mayor to sign the Proposal from Felsburg Holt & Ullevig (FHU) to perform a traffic study at Bellevue West High School, in an amount not to exceed \$15,500. (Public Works Director)

g. Approve and authorize the Mayor to sign the Proposal from Felsburg Holt & Ullevig (FHU) to study re-timing of the traffic lights along the Cornhusker Road Corridor, in an amount not to exceed \$35,000. (Public Works Director)

h. Approve and authorize the Mayor to sign the Redevelopment Agreement and Promissory Note, allowing up to \$750,000.00 plus accrued interest, to offset TIF eligible expenses, for Mercury Property Management, Inc. - Redevelopment Project located on Lots 1 through 10 and Outlot "A", Jefferson Place Addition. (City Clerk)

i. Approve and authorize the Mayor to sign the First Addendum/Extension to the Lease Purchase Agreement. (Administration/Community Development Director)

j. +++* Approve the additional Temporary Easement for the 36th Street Improvement Project.
(Public Works Director/Engineering Manager)

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 - February and March reports will be attached to the April 5th Council packet.)**

18. CLOSED SESSION:

19. ADJOURNMENT

MINUTE RECORD

*5b.1
3/01/2022

Bellevue City Council Meeting, February 15, 2022, 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 15th of February 2022, at 6:00 p.m. Present were Council Members Bob Stinson, Paul Cook, Jerry McCaw, Don Preister, Thomas Burns, and Kathy Welch. Absent: None.

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. Rev. Darryl Keeney, Lighthouse Baptist Church, 3919 Greene Avenue, gave the invocation.

OPEN MEETINGS ACT

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

APPROVAL OF THE AGENDA:

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

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Stinson, seconded by Burns, to approve the consent agenda consisting of the following items: Acknowledge Receipt of January 27, 2022 Planning Commission Minutes, Approval of the February 1, 2022 City Council Minutes; Acknowledge Receipt of January 11, 2022 Tree Board Minutes, Approval of Claims, and Request to approve a 30-day filing extension for the Redwood 25 final plat, as per Section 4-11, Subdivision Regulations.

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

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION: NONE RECEIVED

LIQUOR LICENSES:

Recommendation to the NE Liquor Control Commission the approval of application for Kelsey Grant, as the new Manager for Yaway LLC dba "Holiday Inn Express and Suites" at 10804 S. 15th Street, Bellevue (City Clerk)

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

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

Motion was made by Cook, seconded by Welch, to recommend to the NE Liquor Control Commission the approval of application for Kelsey Grant, as the new Manager for Yaway LLC dba "Holiday Inn Express and Suites" at 10804 S. 15th Street, Bellevue.

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.

ORDINANCES FOR ADOPTION (Third Reading):

Ordinance No. 4072: Request to rezone Lot 3, LGB Properties Replat One, from RE to RS-120 for the purpose of existing residential development. Applicant: AMZ Investments, LLC. General Location: 13510 South 36th Street. (Planning Manager)

Ordinance No. 4072: 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 13510 South 36th Street, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the third and final time.

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Motion was made by Cook, seconded by Welch, to approve Ordinance No. 4072. 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.

Ordinance No. 4073: Request to rezone Lots 1 and 2, Heer and Theer Addition, being a replat of Tax Lot 6b, and that part of Tax Lot 6A2, being the north 50' of the west 175' of the east 260' of Tax Lot 6A, together with the south 15' of the east 110' of Lot 1, and the south 22' of the east 85' of the east 260' of Tax Lot 6A, together with the south 15' of the east 65' of Lot 34, Svodboda's Addition to the City of Bellevue, all located in the Southwest 1/4 of Section 36, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from RG-8-M and BGM, to BGM, for the purpose of residential and commercial development. Applicant: 1st City Development, LLC. General Location: 2304 Lincoln Road. (Planning Manager)

Ordinance No. 4073: 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 2304 Lincoln Road, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the third and final time.

Mayor Hike recused himself due to a conflict and turned meeting over to Council President Cook at 6:08 P.M.

Councilman Burns asked if applicant was present and stated he didn't feel like he had enough information. Cook stated this is just for the zone change. Burns stated he understands it is for rezoning but wanted just a little more information, therefore will be voting no. Ms. Tammi Palm, Planning Manager stated the rezoning is to facilitate a replating. It is in conformance with the overall land use map and with what is existing along that the current Lincoln Avenue corridor.

Motion was made by Stinson, seconded by McCaw, to approve Ordinance No. 4073. Roll call to approve the motion was as follows: Stinson, Cook, McCaw, Preister, and Welch voted yes; voting no: Burns; absent: none. Motion carried.

Request for Small Subdivision Plan Lots 1 and 2, Heer and Theer Addition.

Motion was made by Welch, seconded by Stinson, to approve request for small subdivision plat Lots 1 and 2, Heer and Theer Addition. Roll call to approve the motion was as follows: Stinson, Cook, McCaw, Preister, and Welch voted yes; voting no: Burns; absent: none. Motion carried.

Mayor Hike returned to Council Chambers at 6:25 P.M.

Ordinance No. 4074: Request to rezone Tax Lot 6A6, located in the Northwest 1/4 of Section 26, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from BG to RG-20 for the purpose of an adolescent care facility. Applicant: i3, LLC. General location: 105 Fort Crook Road South. (Planning Manager)

Ordinance No. 4074: 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 105 Fort Crook Road South, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the third and final time.

Motion was made by Cook, seconded by Welch, to approve Ordinance No. 4074.

Councilman Cook stated he was going to be voting no on this based on the future land use map, comprehensive plan, and a perceived negative impact.

Councilman Preister asked if there has been contact with the applicant to look for a different site. Jim Ristow, City Administrator stated they had not but may be waiting to see the outcome of tonight's meeting.

Further discussion ensued.

Roll call to approve the motion was as follows: Voting yes: none; voting no: Stinson, Cook, McCaw, Preister, Burns, and Welch; absent: none. Motion failed.

Ordinance No. 4075: Repealing Section 20-2 of City Code regarding sale of cigarettes, tobacco, etc. products to minors. (Legal/Administration)

Ordinance No. 4075: An ordinance to repeal Section 20-2 of Article 1, Chapter 20, of the Bellevue Municipal Code regarding furnishing cigarettes, tobacco, etc. to minors and to provide an effective date was read for the third and final time.

Motion was made by Welch, seconded by Burns, to approve Ordinance No. 4075. 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.

ORDINANCES FOR PUBLIC HEARING (Second Reading): None

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ORDINANCES FOR INTRODUCTION: (First Reading):

Ordinance No. 4076: Authorizing and providing for the issuance of General Obligation Various Purpose Refunding Bonds, Series 2022, in an amount not to exceed \$2,020,000. (Finance Director) (Requesting to waive the rule requiring three readings, hold a public hearing, and vote after the public hearing at tonight's meeting.)

Ordinance No. 4076: An ordinance authorizing the issuance of General Obligation Refunding Bonds of the City of Bellevue, Nebraska, in one or more series, in the aggregate stated principal amount of not to exceed Two Million Twenty Thousand Dollars (\$2,020,000) for the purpose of refunding all or a portion of the city's outstanding various purpose bonds, Series 2017, Dated April 27, 2017; prescribing the form of such bonds to be issued and authorizing officers of the city to approve certain final terms of the bonds; providing for the levy and collection of taxes to pay the same, if necessary; providing for the sale of the bonds; authorizing the delivery of the bonds to the purchaser; and providing for the disposition of bond proceeds; and ordering the ordinance published in pamphlet or electronic form.

Motion was made by Burns, seconded by Welch, to waive the rule requiring three readings, hold a public hearing, and vote after the public hearing at tonight's meeting. 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.

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

Rich Severson, Finance Director, gave an explanation on the refunding bonds and the benefits of refunding of the bonds at this time.

Motion was made by Preister, seconded by Welch, to approve Ordinance No. 4076. 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.

Ordinance No. 4077: Approving issuance of Certificate of Participation of up to \$4,000,000 and authorizing and approving a lease-purchase transaction and related matters, for the acquisition of a facility to be used as a new location for the city library. (Finance Director) (Requesting to waive the rule requiring three readings, hold a public hearing, and vote after the public hearing at tonight's meeting.)

Ordinance No. 4077: An ordinance of the Mayor and Council of the City of Bellevue, Nebraska authorizing and approving a Lease-Purchase Transaction with UMB Bank, N.A., (or such other bank or trust company as may be determined) the proceeds of which will be used to pay the costs to acquire new Library Facilities for use by the city; approving the issuance, sale and delivery of not to exceed \$4,000,000 principal amount of certificates of participation in such lease; fixing in part and providing for the fixing in part of certain provisions of the lease and related documents; and related matters.

Motion was made by Cook, seconded by Welch, to waive the rule requiring three readings, hold a public hearing, and vote after the public hearing at tonight's meeting. 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.

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

Mr. Buzz Stephens, 13601 S. 26th Street, asked about what will happen to the old library. Mr. Ristow stated the old library is in negotiation for the sale of it.

Mr. Severson stated he has Mr. Mike Rodgers, with Bond Council present to answer more detailed questions. He also stated looking at this as a taxpayer, he feels this is one of the best ways to find a new space for the library that won't cost as much. He also stated he doesn't expect the tax levy to go up.

Motion was made by Welch, seconded by Preister, to approve Ordinance No. 4077. Roll call to approve the motion was as follows: Stinson, Cook, McCaw, Preister, and Welch voted yes; voting no: Burns; absent: none. Motion carried.

Ordinance No. 4078: Request to rezone Lot 1, F.J. Fitzgerald's Subdivision Replat 2, from RS-84 and ML to BN for the purpose of a childcare center. Applicant: Maria M. Hernandez. General Location: 2516 Chandler Rd. E. (Planning Manager)

Ordinance No. 4078: 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 2516 Chandler Road East, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the first time.

Mayor Hike stated second reading and public hearing will be heard at the Council meeting on March 1, 2022.

Ordinance No. 4079: Request to rezone Lots 154 through 196, and Outlots "F" through "J," Spring Ridge, being a platting of Tax Lot 12, Tax Lot 13A, Lot 2 Bohac Addition, and Outlot B, Green Meadows, all located in the Southwest 1/4 of Section 22, T14N, R13E of the 6th P.M., Sarpy County, NE, from AG and BG to FA, BG, and RG-8-PS for the purpose of single-family and multi-family residential development. Applicant: Orchard Valley, Inc. General Location: South 21st Street and Gilmore Lake

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Road. (Planning Manager)

Ordinance No. 4076: 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 21st Street and Gilmore Lake Road, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the first time.

Mayor Hike stated second reading and public hearing will be heard at the Council meeting on March 1, 2022.

Ordinance No. 4080: Request to rezone Lots 1 through 38, and Outlot A, Chandler Creek, being a platting of Tax Lot H2, located in the Southwest 1/4 of Section 16, T14N, R13E of the 6th P.M., Sarpy County, NE, from RS-72 to RD-60 for the purpose of single-family residential development. Applicant: TKC Chandler, LLC. General Location: W. Chandler Rd. and S. 35th Street. (Planning Manager)

Ordinance No. 4080: 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 East Chandler Road and South 35th Street, more particularly described in Section 1 of the ordinance and to provide and effective date was read for the first time.

Mayor Hike stated second reading and public hearing will be heard at the Council meeting on March 1, 2022.

Ordinance No. 4081: Request to rezone Lots 1 through 191, and Outlots A through H, Lakewood West, being a platting of the East 1/2 of the Southwest 1/4, together with the Northwest 1/4 of the Southeast 1/4; all located in Section 31, T14N, R13E of the 6th P.M., Sarpy County, NE, from AG to RA, BG, RG-20-PS, RG-50, and RS-72 for the purpose of commercial, multi-family, and single-family residential development; and preliminary plat Lots 1 through 191, and Outlots A through H, Lakewood West. Applicant: Woodsonia Real Estate Inc. General Location: S 54th Street and Hwy 370. . (Planning Manager)

Ordinance No. 4081: 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 54th Street and Highway 370, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the first time.

Mayor Hike stated second reading and public hearing will be heard at the Council meeting on March 1, 2022.

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

Request for Conditional Use Permit (CUP) for Lot 3, LGB Properties Replat One, for the purpose of an Alzheimer's/Dementia Care Home. Applicant: AMZ Investments, LLC. General Location: 13510 South 36th Street. (Planning Manager)

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

Buzz Stephens, 13601 S. 26th Street, asked about the Alzheimer's/Dementia Care Home, if it would be better to find a business area or if there is any liability. Ms. Palm stated this location will remain residential and there is no liability.

With no one else in the audience coming 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, for a Conditional Use Permit (CUP) for Lot 3, LGB Properties Replat One, for the purpose of an Alzheimer's/Dementia Care Home. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

RESOLUTIONS:

Resolution No. 2022-05: A resolution approving and authorizing the Mayor to sign the CRRSSA Fund Purchase Agreement with NE Dept. of Transportation (NDOT) for the 2022 Major Street Resurfacing Project, in an amount of \$360,233. (Public Works Director/Engineering Manager)

Motion was made by Stinson, seconded by Cook, to approve Resolution No. 2022-05: A resolution approving and authorizing the Mayor to sign the CRRSSA Fund Purchase Agreement with NE Dept. of Transportation (NDOT) for the 2022 Major Street Resurfacing Project, in an amount of \$360,233. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

CURRENT BUSINESS:

Approve and authorize the Mayor to sign the Twelfth Extension to the contract with Justin Thoms for custom farming approximately 61 acres at 36th and Capehart Road, in an amount not to exceed \$13,833.00 and the Twelfth Extension to the contract with Justin Thoms for custom farming approximately 62 acres near the Bellevue Sports Complex, in an amount not to

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exceed \$31,997.00 and to waive Council Policy 4 requiring solicitation of bids and goods and services costing more than \$30,000. (Finance Director)

Motion was made by Welch, seconded by Stinson to approve and authorize the Mayor to sign the Twelfth Extension to the contract with Justin Thoms for custom farming approximately 61 acres at 36th and Capehart Road, in an amount not to exceed \$13,833.00 and the Twelfth Extension to the contract with Justin Thoms for custom farming approximately 62 acres near the Bellevue Sports Complex, in an amount not to exceed \$31,997.00 and to waive Council Policy 4 requiring solicitation of bids and goods and services costing more than \$30,000. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

Mayor Hike recused himself for Items #16c. through #16g and turned meeting over to Council President Cook at 6:53 p.m.

Approve and authorize the Council President to sign the amendment extending the Community Development Block Grant Subrecipient Agreement with All-Brite Glass and Screen, in the amount of \$7,358. (Finance Director/CDBG Program Specialist)

Motion was made by Stinson, seconded by Welch to approve and authorize the Council President to sign the amendment extending the Community Development Block Grant Subrecipient Agreement with All-Brite Glass and Screen, in the amount of \$7,358. 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 Council President to sign the amendment extending the Community Development Block Grant (CDBG) Subrecipient Agreement with Marathon Ventures, LLC, in the amount of \$37,525.50. (Finance Director/ CDBG Program Specialist)

Motion was made by Preister, seconded by Welch to approve and authorize the Council President to sign the amendment extending the Community Development Block Grant (CDBG) Subrecipient Agreement with Marathon Ventures, LLC, in the amount of \$37,525.50. 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 Council President to sign the amendment extending the Community Development Block Grant (CDBG) Subrecipient Agreement with Bellevue Junior Sport Association, in the amount of \$5,030. (Finance Director, CDBG Program Specialist)

Motion was made by Burns, seconded by Stinson to approve and authorize the Council President to sign the amendment extending the Community Development Block Grant (CDBG) Subrecipient Agreement with Bellevue Junior Sport Association, in the amount of \$5,030. 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 Council President to sign the amendment extending the Community Development Block Grant (CDBG) Subrecipient Agreement with Habitat for Humanity of Sarpy County, in the amount of \$38,000. (Finance Director/ CDBG Program Specialist)

Motion was made by Burns, seconded by Stinson to approve and authorize the Council President to sign the amendment extending the Community Development Block Grant (CDBG) Subrecipient Agreement with Habitat for Humanity of Sarpy County, in the amount of \$38,000. 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 Council President to sign the amendment extending the Community Development Block Grant (CDBG) Subrecipient Agreement with Eastern Nebraska Community Action Plan (ENCAP), in the amount of \$19,067.34. (Finance Director/CDBG Program Specialist)

Motion was made by Burns, seconded by Preister to approve and authorize the Council President to sign the amendment extending the Community Development Block Grant (CDBG) Subrecipient Agreement with Eastern Nebraska Community Action Plan (ENCAP), in the amount of \$19,067.34. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

Mayor Hike returned to the Council Chambers at 6:59 p.m.

Approve and authorize the Mayor to sign a 5-year maintenance contract with KFT Fire Trainer for annual preventive maintenance service to keep burn props operational, in an annual amount not to exceed \$8,576. (Chief Guido)

Motion was made by Stinson, seconded by Welch to approve and authorize the Mayor to sign a 5-year maintenance contract with KFT Fire Trainer for annual preventive maintenance service to keep burn props operational, in an annual amount not to exceed \$8,576. Roll call vote on motion to

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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 a 5-year Service Agreement with Stryker for annual preventive maintenance, in an annual amount not to exceed \$15,917.10. (Chief Guido)

Motion was made by Burns, seconded by Cook to approve and authorize the Mayor to sign a 5-year Service Agreement with Stryker for annual preventive maintenance, in an annual amount not to exceed \$15,917.10. 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 Supplemental Agreement to the Professional Services Agreement with Alfred Benesch & Co. for the Municipal Separate Storm Sewer System (MS4) annual reporting, in an amount not to exceed \$16,920. (Public Works Director/Engineering Manager)

Motion was made by Burns, seconded by Preister to approve and authorize the Mayor to sign the Supplemental Agreement to the Professional Services Agreement with Alfred Benesch & Co. for the Municipal Separate Storm Sewer System (MS4) annual reporting, in an amount not to exceed \$16,920. 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 – February reports will be attached to the March 1st Council packet).

CLOSED SESSION: NONE

ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Burns, seconded by Preister the meeting was adjourned at 7:03 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 February 15, 2022; 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

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3/1/2022

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MAYOR

LEAGUE OF NEBRASKA MUNICIPALITIES	2022 MIDWINTER CONFERENCE	377.00
		<u>\$ 377.00</u>

CITY ADMINISTRATOR

BLACK HILLS ENERGY	2021/12/30-2022/01/31 MONTHLY SERVICE	326.16
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2022	4,641.90
LEAGUE OF NEBRASKA MUNICIPALITIES	2022 MIDWINTER CONFERENCE	754.00
METROPOLITAN UTILITIES DIST	2022/01/06-2022/02/03 MONTHLY SERVICE	29.90
		<u>\$ 5,751.96</u>

CITY COUNCIL

DON PREISTER	REIMB FOR INTERNET SERVICES-FEB 2022	59.99
		<u>\$ 59.99</u>

LEGAL

EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2022	2,362.64
LEAGUE OF NEBRASKA MUNICIPALITIES	2022 MIDWINTER CONFERENCE	377.00
SARPY COUNTY CLERK DISTRICT COURT	LEGAL FEES	257.00
		<u>\$ 2,996.64</u>

CABLE ADVISORY

BLACK HILLS ENERGY	2021/12/30-2022/01/31 MONTHLY SERVICE	277.24
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2022	3,857.20
METROPOLITAN UTILITIES DIST	2022/01/06-2022/02/03 MONTHLY SERVICE	22.42
		<u>\$ 4,156.86</u>

CITY CLERK

BLACK HILLS ENERGY	2021/12/30-2022/01/31 MONTHLY SERVICE	244.62
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	68.04
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2022	1,934.63
METROPOLITAN UTILITIES DIST	2022/01/06-2022/02/03 MONTHLY SERVICE	38.86
		<u>\$ 2,286.15</u>

FINANCE/RISK MANAGEMENT

AMAZON.COM, LLC	COMPUTER SUPPLIES, OFFICE SUPPLIES, FACE MASKS	889.39
BLACK HILLS ENERGY	2021/12/30-2022/01/31 MONTHLY SERVICE	424.01
CAPITAL BUSINESS SYSTEMS, INC	PRINTER EXPENSE	8.94
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2022	5,401.24
HANEY SHOE STORE	SAFETY SHOES-MAGGIO	124.99
LEAGUE OF NEBRASKA MUNICIPALITIES	2022 MIDWINTER CONFERENCE	377.00
METROPOLITAN UTILITIES DIST	2022/01/06-2022/02/03 MONTHLY SERVICE	32.89
QUADIENT FINANCE USA, INC	2022/01/12 POSTAGE REFILL	1,500.00
RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY SHOES-DROWNE	197.99
		<u>\$ 8,956.45</u>

LIBRARY

AMAZON.COM, LLC	BOOKS, OFFICE SUPPLIES, PROGRAM SUPPLIES, HEPA FILTERS, SNEEZE SHIELDS, VIDEOS	3,513.03
AMBASSADOR TITLE SERVICES LLC	LIBRARY BUILDING PURCHASE	3,445,009.98
BLACK HILLS ENERGY	2021/12/30-2022/01/31 MONTHLY SERVICE	1,122.58
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	166.03
COX BUSINESS SERVICES	2021/12/23-2022/01/22 MONTHLY SERVICE	214.78
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2022	6,448.46
INDOFF	CREDIT-OFFICE SUPPLIES	(14.67)
INGRAM LIBRARY SERVICES	BOOKS	3,479.67
METROPOLITAN UTILITIES DIST	2022/01/07-2022/02/04 MONTHLY SERVICE	109.84
MIDLANDS PRINTING	BUSINESS CARDS	118.84
NEBRASKA LIBRARY ASSOCIATION	MEMBERSHIP DUES-LIBRARY STAFF	742.50
QUADIENT FINANCE USA, INC	2022/01/25 POSTAGE REFILL	600.00
QUADIENT, INC	POSTAGE METER LEASE-2022/03/08-2022/06/22	176.46
WALMART COMMUNITY	CHILDREN'S PROGRAM SUPPLIES	57.86
		<u>\$ 3,461,745.36</u>

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ADMINISTRATIVE SERVICES/PERSONNEL

AMAZON.COM, LLC	EMPLOYEE FILE FOLDERS	50.00
BENEFIT PLANS	QUARTERLY FEES-ENDING DEC 2021	998.75
BLACK HILLS ENERGY	2021/12/30-2022/01/31 MONTHLY SERVICE	358.78
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2022	13,113.62
IDEAL PURE WATER COMPANY	BOTTLED WATER	48.50
INTEGRATED REHAB	PHYSICAL TESTING, DRUG SCREENS	685.00
METROPOLITAN UTILITIES DIST	2022/01/06-2022/02/03 MONTHLY SERVICE	25.41
		\$ 15,280.06

CODE ENFORCEMENT

BELLEVUE PRINTING COMPANY	TOW NOTICES	682.64
BLACK HILLS ENERGY	2021/12/30-2022/01/31 MONTHLY SERVICE	217.79
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2022	9,252.41
METROPOLITAN UTILITIES DIST	2022/01/05-2022/02/03 MONTHLY SERVICE	5.87
SMITH DAVIS INSURANCE	NOTARY BOND-FOREMAN	40.00
THE GPS STORE, INC	GPS CHIPSET	164.75
		\$ 10,363.46

PUBLIC WORKS

BLACK HILLS ENERGY	2021/12/30-2022/01/31 MONTHLY SERVICE	367.58
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2022	8,802.93
HGM ASSOCIATES INC	BPW-210617 PW FACILITIES MASTER PLAN THRU JAN 31, 2022	1,876.83
LEAGUE OF NEBRASKA MUNICIPALITIES	2022 MIDWINTER CONFERENCE	377.00
LOGO LOGIX EMBROIDERY & SCREEN PRINTING	SCREEN PRINT UNIFORMS	112.00
METROPOLITAN UTILITIES DIST	2022/01/05-2022/02/03 MONTHLY SERVICE	9.85
		\$ 11,546.19

PARKS

AMAZON.COM, LLC	OFFICE CHAIR	219.99
BLACK HILLS ENERGY	2021/12/30-2022/01/31 MONTHLY SERVICE	1,756.05
COX BUSINESS SERVICES	2021/12/23-2022/01/22 MONTHLY SERVICE	429.56
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2022	8,089.18
HUGHES TREE SERVICE	REMOVE TREE-HAWORTH PARK	6,802.50
J & J SMALL ENGINE SERVICE	GRINDING WHEEL, BENCH GRINDER, GEAR HEAD	466.48
JEO CONSULTING GROUP, INC	BPW-211225 STONECROFT IMP THRU FEB 4, 2022	10,583.75
MENARDS	DRIVEWAY MARKERS, TRIGGER	51.32
METROPOLITAN UTILITIES DIST	2021-11/04-2021/11/11 MONTHLY SERVICE	1,142.38
PRECISE FLEET MANAGEMENT	FLAT DATA PLAN FOR GPS UNITS	225.00
READY MIXED CONCRETE COMPANY	CONCRETE	607.12
TRISTAR CLAIMS MANAGEMENT SERVICES INC	WORK COMP CLAIM FUNDING-JAN 2022	170.22
TURFWERKS	ORANGE PAINT	94.53
WESTLAKE ACE HARDWARE	SUPPLIES	38.21
		\$ 30,676.29

RECREATION

ALLISON NICKERSON	REFUND REED CENTER RENTAL DEPOSIT	350.00
ASHLEY PIPER	REFUND REED CENTER RENTAL DEPOSIT	700.00
COX BUSINESS SERVICES	2021/12/23-2022/01/22 MONTHLY SERVICE	176.78
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2022	2,109.96
NEBRASKA DEPARTMENT OF	SWIMMING POOL PERMITS-3 POOLS	120.00
		\$ 3,456.74

BUILDING MAINTENANCE

BLACK HILLS ENERGY	2021/12/30-2022/01/31 MONTHLY SERVICE	4,822.82
CARPENTER PAPER CO	JANITORIAL SUPPLIES	518.88
CONTROL MASTERS, INC	SERVICE ON HEAT PUMP	226.25
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2022	10,467.33
FERGUSON ENTERPRISES INC #1657	PLUMBING SUPPLIES	242.29
HOTSY EQUIPMENT CO	PARTS FOR PRESSURE WASHER SERVICE	1,626.30
JACKSON SERVICES, INC	DOOR MAT-LIBRARY	40.53
MENARDS	PAINT SUPPLIES, TOOLS, CEMENT	126.63
METROPOLITAN UTILITIES DIST	2021/11/05-2021/11/11 MONTHLY SERVICE	457.81

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BUILDING MAINTENANCE (cont'd)

ROCHESTER MIDLAND CORPORATION	WATER ENERGY TEAM BILLING-JAN/FEB 2022	642.00
SHERWIN WILLIAMS CO	PAINT	55.90
THE HOME DEPOT PRO	JANITORIAL SUPPLIES	938.93
TRISTAR CLAIMS MANAGEMENT SERVICES INC	WORK COMP CLAIM FUNDING-JAN 2022	1,502.33
VOSS LIGHTING	JANITORIAL SUPPLIES	325.80
WESTLAKE ACE HARDWARE	SPRAYERS, PAINT SUPPLIES	93.10
		<u>\$ 22,086.90</u>

CEMETERY

BLACK HILLS ENERGY	2021/12/30-2022/01/31 MONTHLY SERVICE	35.91
COX BUSINESS SERVICES	2021/12/23-2022/01/22 MONTHLY SERVICE	166.78
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2022	2,863.27
HUGHES TREE SERVICE	TREE REMOVAL	1,875.00
MENARDS	DOOR SWEEP	13.29
METROPOLITAN UTILITIES DIST	2022/01/07-2022/02/03 MONTHLY SERVICE	89.97
		<u>\$ 5,044.22</u>

STREETS

3M COMPANY	ELECTROCUT FILM	1,639.16
ALFRED BENESCH & COMPANY	BPW-190815 CAPEHART RD IMPROVEMENTS	7,476.00
AMAZON.COM, LLC	CORDLESS GREASE GUN, PHOTO CELLS	496.76
BLACK HILLS ENERGY	2021/12/30-2022/01/31 MONTHLY SERVICE	4,016.64
CITY OF OMAHA	OPW 53935 HARRISON RESURFACING	154,715.00
COX BUSINESS SERVICES	2021/12/23-2022/01/22 MONTHLY SERVICE	548.34
DAVID WEAVER	REIMB FOR CDL LICENSE	18.50
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2022	39,389.13
HDR ENGINEERING, INC	BPW-210313 FT CROOK MASTER PLAN	29,440.50
HGM ASSOCIATES INC	BRIDGE INSPECTION THRU JAN 31, 2022	1,752.64
IMPACT RECOVERY SYSTEMS, INC	POST, SURFACE MOUNT BASE, ANCHOR KIT	2,928.88
INDEPENDENT SALT CO	ICE CONTROL SALT	5,014.89
LOGAN CONTRACTORS SUPPLY	CONCRETE SAW	1,325.00
MENARDS	SUPPLIES, TOOLS, HOSES, MOUSE TRAPS	127.19
METROPOLITAN UTILITIES DIST	2022/01/04-2022/02/02 MONTHLY SERVICE	1,150.59
MOBOTREX	POLE MOUNT AND ACCESSORIES	1,600.00
NEBRASKA IOWA INDUSTRIAL FASTENERS	WASHERS, WHIZ BOLTS, NUTS, PARTS FOR SIGN SHOP	1,203.74
OMAHA PUBLIC POWER DISTRICT	2021/01/22-2022/01/24 MONTHLY SERVICE	196.75
OMAHA PUBLIC POWER DISTRICT	2021/12/29-2022/01/28 MONTHLY SERVICE	70,266.15
PRECISE MRM LLC	FLAT DATA PLAN FOR GPS UNITS	1,080.00
READY MIXED CONCRETE COMPANY	CONCRETE	4,362.81
TRISTAR CLAIMS MANAGEMENT SERVICES INC	WORK COMP CLAIM FUNDING-JAN 2022	1,537.98
WESTLAKE ACE HARDWARE	IMPACT WRENCH	219.00
		<u>\$ 330,505.65</u>

FLEET MAINTENANCE

911 CUSTOM, LLC	PRO-CELL PRISONER TRANSP SYSTEM, BELTS, OSB PARTS, T-RAIL MOUNT	14,625.45
AA WHEEL & TRUCK SUPPLY, INC	TOP WIND JACK	88.05
AMAZON.COM, LLC	AC PLUGS, FILTERS, COUPLINGS, PRINTER SUPPLIES, CLAMPS	325.94
ASPEN EQUIPMENT CO	SNOW PLOW LIFT CYLINDERS	3,480.83
AUTO VALUE PARTS - SOUTH OMAHA	RETAINER, FUSES, FILTERS	115.96
AUTOMOTIVE WAREHOUSE DIST, INC	BLACKJACK, PARTS, BRAKLEEN, FUSES	766.79
BARTON SOLVENTS, INC	PARTS CLEANING SOLVENT	313.22
BAXTER CHRYSLER DODGE JEEP	SOLENOID	241.20
BAXTER FORD	ELEMENT	109.62
BLACK HILLS ENERGY	2021/12/30-2022/01/31 MONTHLY SERVICE	2,528.14
CORNHUSKER INTERNATIONAL TRUCKS	BOLTS, GASKETS, VALVE ASSY, CARTRIDGES	607.41
COX BUSINESS SERVICES	2021/12/23-2022/01/22 MONTHLY SERVICE	214.78
CUMMINS SALES AND SERVICE	EXH RCN COOLER, SENSORS, GASKETS, CLAMPS	4,115.65
DELL MARKETING L.P.	TABLETS FOR SHOP (4) WITH WARRANTY	9,641.08
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2022	19,686.14

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FLEET MAINTENANCE (cont'd)

FARM PLAN	ARMREST KIT, PLATES, BUSHINGS, LEVER, TIRE, WHEEL	835.45
GRAHAM TIRE COMPANY	TIRES	1,077.74
IDEAL PURE WATER COMPANY	BOTTLED WATER	71.75
INDOFF	CLIPBOARDS, PAPER	105.25
INTERSTATE BATTERIES	BATTERIES	418.61
JONES AUTOMOTIVE	PARTS	214.62
KRIHA FLUID POWER CO	FITTINGS	268.12
LOGAN CONTRACTORS SUPPLY	TUNE UP KIT, AIR TUBE ASSY, BURNER SYSTEM	2,790.09
MENARDS	SUPPLIES, CLOCKS, CLEANING SUPPLIES, LUMBER	374.97
MENARDS - RALSTON	PVC ENCLOSURE	48.98
METROPOLITAN UTILITIES DIST	2022/01/06-2022/02/03 MONTHLY SERVICE	124.35
NAPA AUTO PARTS	FILTERS, GLOVES, DISC PADS, WIRES, OIL PUMP	896.22
NEBRASKA IOWA INDUSTRIAL FASTENERS	DRILL BITS, NUTS, FITTINGS, CONNECTORS, TERMINALS	879.66
NORTHERN AUTO PARTS	CAMSHAFT LIFTERS-FREIGHT	17.94
O'REILLY AUTOMOTIVE PARTS	PARTS	7.39
POWERPLAN	MOIL	716.67
TOOL SHED	FLAP DISC, BAND SAW, HOSE REEL	713.62
TOYNE, INC	BREATHER VENT, STOP/TAIL LIGHT	302.87
TRUCK CENTER COMPANIES	SERVICE WORK, CHANGE FUEL FILTERS	1,319.35
TY'S OUTDOOR POWER & SERVICE	CUTTING EDGES	1,147.24
UPS STORE	FREIGHT FOR RADAR REPAIR	39.68
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	241.68
		\$ 69,472.51

SOLID WASTE

PAPILLION SANITATION	TRASH HAULING FEES-JAN 2022	314,799.53
PAPILLION SANITATION	GLASS RECYCLING 2022/01/01-01/16	360.67
		\$ 315,160.20

PLANNING

AMERICAN PLANNING ASSOCIATION	APA MEMBERSHIP-CURRY	286.00
BLACK HILLS ENERGY	2021/12/30-2022/01/31 MONTHLY SERVICE	330.83
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2022	5,033.87
GRETNA GUIDE & NEWS	LEGAL ADS	48.39
METROPOLITAN UTILITIES DIST	2022/01/05-2022/02/03 MONTHLY SERVICE	8.91
		\$ 5,708.00

PERMITS & INSPECTIONS

BLACK HILLS ENERGY	2021/12/30-2022/01/31 MONTHLY SERVICE	441.10
BRENDA MEYER	PER DIEM ADVANCE FOR TRAINING	331.50
DUSTIN SHELDON	PER DIEM ADVANCE FOR TRAINING	331.50
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2022	11,187.04
JOANN MADRID	REFUND PRE-CONNECT DEPOSIT	500.00
METROPOLITAN UTILITIES DIST	2022/01/05-2022/02/03 MONTHLY SERVICE	11.90
MICHAEL CHRISTENSEN	PER DIEM ADVANCE FOR TRAINING	331.50
		\$ 13,134.54

POLICE

ALL MAKES OFFICE EQUIPMENT CO	FURNITURE FOR NEW OFFICES	6,526.00
AMAZON.COM, LLC	PROPANE HEATERS AND HOSES, CAMERA AND ACCESSORIES, OFFICE SUPPLIES, HEADSET	4,162.61
A-RELIEF SERVICES	PORTABLE RESTROOMS-GUN RANGE	126.00
BLACK HILLS ENERGY	2021/12/30-2022/01/31 MONTHLY SERVICE	7,832.29
BROWNELLS	ARMORER SUPPLIES	123.03
CANTEEN	COFFEE SUPPLIES	136.25
CARL M GRUBB	PER DIEM ADVANCE FOR TRAINING	178.50
CHRISTOPHER LEWIS ABBOTT	PER DIEM ADVANCE FOR TRAINING	178.50
CITY OF LAVISTA	SDLEA BASIC MATERIALS	398.54
COMPCHOICE OCCUPATIONAL HEALTH	MEDICAL TESTING	64.00
CONNER PSYCHOLOGICAL SERVICES PC	PRE EMPLOYMENT PSYCH EVAL	385.00
CONSOLIDATED MANAGEMENT CO	MEALS FOR TRAINING AT THE ACADEMY	21.42

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POLICE (cont'd)

COX BUSINESS SERVICES	2021/12/23-2022/01/22 MONTHLY SERVICE	369.98
CRASH CHAMPIONS	BALANCE ON REPAIR TO JEEP FOR STORM	2,461.48
DEREK S BEES	REIMB TRAINING EXPENSES	313.50
DON'S PIONEER UNIFORMS	UNIFORMS, CARRIERS	1,188.78
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	750.00
EARL JOHNSON	REIMB PER DIEM FOR TRAINING	229.50
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2022	139,402.19
GALL'S, LLC	TACTICAL TEAM CAP	14.95
IDEAL IMAGES, INC	SWAT UNIFORM AND SCREEN PRINTING	1,396.50
INTERNATIONAL ASSOCIATION FOR PROPERTY AND EVIDENCE	MEMBERSHIP RENEWAL	65.00
J P COOKE COMPANY	NOTARY STAMP-MELVIN	35.95
JACKSON SERVICES, INC	DOOR MAT SERVICE	83.13
JO DONS	PLAQUES, NAME PLATES	270.00
JOHN JAMES	T-SHIRTS FOR FITNESS TESTING	306.00
MENARDS	LUMBER, DRYWALL, STUD, RACK	194.34
METROPOLITAN UTILITIES DIST	2022/01/05-2022/02/03 MONTHLY SERVICE	210.96
MIDWEST STORAGE SOLUTIONS	RECONFIGURE WORK STATIONS	1,780.00
ROGER COX	PER DIEM ADVANCE FOR TRAINING	178.50
RR DONNELLEY	GUN CERTIFICATES	111.00
STANARD & ASSOCIATES, INC	ENTRY LEVEL OFFICER SELECTION TEST FORMS	645.50
THOMAS DARGY	REIMB TRAINING EXPENSES	989.61
TRAVELERS	LIABILITY CLAIM #FJB1914	202.00
TRISTAR CLAIMS MANAGEMENT SERVICES INC	WORK COMP CLAIM FUNDING-JAN 2022	4,286.65
TYLER BROM	PER DIEM ADVANCE FOR TRAINING	178.50
U.S. CELLULAR	2021/12/09-2022/01/08 MONTHLY SERVICE	88.06
VERIZON WIRELESS	2021/12/24-2022/01/23 MONTHLY SERVICE	1,960.49
VOICE PRODUCTS, INC	POWER/MIC SERVICE CONTRACT	445.80
		\$ 178,290.51

FIRE & RESCUE

AIRGAS USA, LLC	OYXGEN	45.16
AMAZON.COM, LLC	BELTS, EMT NOTEBOOKS, OFFICE SUPPLIES, SHOWER CURTAINS, MAT	1,383.14
BLACK HILLS ENERGY	2021/12/30-2022/01/31 MONTHLY SERVICE	3,069.63
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	3,854.09
COX BUSINESS SERVICES	2021/12/23-2022/01/22 MONTHLY SERVICE	1,153.90
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2022	86,719.99
MENARDS	DOOR STOP, SPONGES	156.25
METROPOLITAN UTILITIES DIST	2022/01/05-2022/02/03 MONTHLY SERVICE	6,772.88
OMAHA PUBLIC POWER DISTRICT	2021/12/29-2022/01/28 MONTHLY SERVICE	33.08
TRISTAR CLAIMS MANAGEMENT SERVICES INC	WORK COMP CLAIM FUNDING-JAN 2022	590.00
		\$ 103,778.12

NON-DEPARTMENTAL/CONTRACTS

AMERICAN NATIONAL BANK	FEE FOR DEP TICKET BOOKS PD 1/27/22	79.79
COX BUSINESS SERVICES	2021/12/23-2022/01/22 MONTHLY SERVICE	1,276.74
LOCKTON COMPANIES, LLC	MONTHLY WELLNESS PROGRAM-FEB 2022	1,815.00
LOCKTON COMPANIES, LLC	AUDIT PREMIUM FEE	1,701.00
METRO AREA TRANSIT	MAT SERVICE-2285 MILES-DEC 2021	5,243.00
NE-DEPARTMENT OF REVENUE	2022/01 SALES TAX	13.92
PM AM CORPORATION	ALARM FEES-JAN 2022	1,720.00
SARPY COUNTY TREASURER	PROPERTY TAX-TREGARON LOT 2	630.30
TRISTAR RISK MANAGEMENT, INC	CLAIMS ADMIN FEE 2021/10/01-2022/12/31	3,750.00
		\$ 16,229.75

INFORMATION TECHNOLOGY

AMAZON.COM, LLC	BOOTS, WEB CAMERA, ADAPTER	311.23
TJ CABLE	LOCATES-JAN 2022	100.00
		\$ 411.23

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WASTEWATER

AMAZON.COM, LLC	OFFICE SUPPLIES	271.13
CITY OF OMAHA	SEWER FEES-NOV 2021	520,446.61
COX BUSINESS SERVICES	2022/01/23-2022/02/22 MONTHLY SERVICE	386.78
DOUG KRANIEWSKI	REIMB FOR CDL LICENSE	80.50
ELLIOTT EQUIPMENT CO	ROOT CUTTER MOTOR, 3-BLADE CUTTER	4,338.50
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2022	9,033.35
HDR ENGINEERING, INC	SARPY WW AGENCY CONNECTION EVALUATION	7,447.29
JUDDS BROS CONSTRUCTION CO	BPW-201109 SO LIFT STATION TO 2022/01/31	21,589.20
MENARDS	VINYL TUBING, SCREWDRIVER & NUT DRIVER SETS	92.43
METROPOLITAN UTILITIES DIST	2022/01/06-2022/02/03 MONTHLY SERVICE	1,209.79
TRUCK CENTER COMPANIES	JET TRUCK REPAIRS	851.00
		<u>851.00</u>
		\$ 565,746.58

ECONOMIC DEVELOPMENT- LB840

CBRE, INC - VALUATION & ADVISORY SERVICES	VALUATION SERVICES-PRAIRIE HILL FARM	1,500.00
		<u>1,500.00</u>
		\$ 1,500.00

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CDBG CONSULTANT-JAN 2022	4,556.25
GRETNA GUIDE & NEWS	LEGAL AD	30.72
		<u>30.72</u>
		\$ 4,586.97

FEDERAL FORFEITURES

VERIZON WIRELESS	2021/12/22-2022/0/21 MONTHLY SERVICE	405.96
		<u>405.96</u>
		\$ 405.96

G.O. BONDS

UMB BANK - TRUST OPERATIONS	UMB GO REFUNDING 2016 FEES	41.67
		<u>41.67</u>
		\$ 41.67

TOTAL CLAIMS FOR MARCH 1, 2022 **\$ 5,189,755.96**

TOTAL PAYROLL FOR FEBRUARY 4, 2022 **\$ 1,389,428.55**

TOTAL PAYROLL FOR FEBRUARY 18, 2022 **\$ 1,343,514.84**

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

COUNCIL MEETING DATE: 03/01/2022		SUBMITTED BY: CDBG/Finance Department	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:
Approve appointment of Kelly McCaw and reappointment of Susan Hester to the CDBG Committee.

SYNOPSIS/BACKGROUND:
Each Council Member recommends an appointee to fill a position on the CDBG Committee, and two appointment terms expired in February 2022. Ms. Susan Hester has been nominated for reappointment by Councilman Burns, and Ms. Kelly McCaw has been nominated for appointment by Councilman McCaw. The CDBG Committee was created to assist the CDBG Program Administrator with the annual application process by reviewing applications, hearing presentations, and preparing a funding recommendation for the annual CDBG entitlement funding allocation. The Committee presents the funding recommendations to the City Council for their consideration.

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 the appointment of Kelly McCaw and Susan Hester to the CDBG Committee for three year appointments.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____
 FINANCE APPROVAL AS TO FORM: _____
 ADMINISTRATOR APPROVAL AS TO FORM: _____

[Handwritten signatures in blue ink: Amy Matthee, Mark Elliot]



City of Bellevue

Finance Department

1500 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3000

CDBG Committee Member Recommendation Form

Please complete the following member recommendation form and return to the CDBG Program.

Contact Information

Name: Kelly McCaw

Street Address: 11709 South 26th Ave

City, St, Zip: Bellevue, NE 68123

Home Phone: 402-670-6514 Other Phone:

E-mail: k.mccaw@outlook.com

Best way to contact appointment: Phone E-mail Postal Mail

Special Skills or Qualifications

Summarize any experience or qualifications the recommended member possesses that might assist while serving on the CDBG Committee.

Kelly is a long time Bellevue resident committed to the growth and development of the Bellevue Committee. Retired from MM Finance, current volunteer at Bellevue Food Pantry (ENCAP) and former Board Member at Bellevue Junior Sports Association.

Submitted by: Jerry McCaw Date: 02/16/2022



An Equal Opportunity/Affirmative Action Employer





City of Bellevue

Finance Department

210 W Mission Ave • Bellevue, Nebraska 68005 • (402) 293-3000

CDBG Committee Member Recommendation Form

Please complete the following member recommendation form and return to the CDBG Program.

Contact Information

Name: Susan Hester

Street Address: 403 Dennis Drive

City, St, Zip: Bellevue, NE 68005-3340

Home Phone: ~~402-291-0962~~ Other ^{Cell} Phone: 402-651-0328

E-mail: susan.hester.bps@gmail.com

Best way to contact appointment: X Phone X E-mail X Postal Mail

Special Skills or Qualifications

Summarize any experience or qualifications the recommended member possesses that might assist while serving on the CDBG Committee.

Resident of Bellevue since 1973.

Retired BPS teacher.

Currently ~~on the BPS Foundation Board.~~ *President of the BPS Foundation board.*

Currently the director of Nebraska Science Olympiad.

Trustee on the ENCAP board.

Member Bellevue Kiwanis.

Member Bellevue Woman's Club.

Submitted by: Thomas Burns Date: 01/22/2018



An Equal Opportunity/Affirmative Action Employer



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12a.
3/01/2022

COUNCIL MEETING DATE: 02/15/2022		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, F.J. Fitzgerald's Subdivision Replat 2, from RS-84 and ML to BN for the purpose of a childcare center. Applicant: Maria M. Hernandez. General Location: 2516 Chandler Rd. E.

SYNOPSIS/BACKGROUND:

The applicant is requesting to rezone a vacant piece of property from RS-84 and ML to BN. If approved, she plans to construct a commercial childcare center. The property abuts heavy commercial and light industrial uses to the north and west. Additionally, there is a convenience store to the south. Single family residences are to the east. The BN zoning district is the most restrictive commercial zoning the city has, and allows for limited commercial uses serving the common and frequent needs of the residents of the immediate vicinity.

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: _____ CIP PROJECT NUMBER: _____

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

ACCOUNTING DISTRIBUTION CODE: _____ ACCOUNT NUMBER: _____

RECOMMENDATION:

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

ATTACHMENTS:

- | | | |
|----------------------|-----------------|------------------|
| 1. PC Recommendation | 2. Staff Report | 3. Ord. No. 4078 |
| 4. _____ | 5. _____ | 6. _____ |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures in blue ink]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Maria M. Hernandez

CASE #: Z-2112-25

CITY COUNCIL HEARING DATE: March 1, 2022

REQUEST: to rezone Lot 1, F.J. Fitzgerald's Subdivision Replat 2, from RS-84 and ML to BN for the purpose of a childcare center.

On January 27, 2022, the City of Bellevue Planning Commission voted, seven yes, zero no, two absent and zero abstained:

APPROVAL based upon lack of perceived negative impact to the surrounding area.

VOTE:

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

Planning Commission Hearing (s) was held on: January 27, 2022

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBER: Z-2112-25

FOR HEARING OF:

REPORT #1: January 27, 2022

REPORT #2: March 1, 2022

I. GENERAL INFORMATION

A. APPLICANT:

Maria M Hernandez
3437 W Street
Omaha, NE 68107

B. PROPERTY OWNER:

George Rybar
1106 Camp Gifford Road
Bellevue, NE. 68005

C. GENERAL LOCATION:

2516 Chandler Road East

D. LEGAL DESCRIPTION:

Lot 1, F.J. Fitzgerald's Subdivision, Replat 2, located in the Northeast $\frac{1}{4}$ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

Rezone Lot 1, F.J. Fitzgerald's Subdivision from RS-84 and ML to BN.

F. EXISTING ZONING AND LAND USE:

RS-84 and ML, Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a rezoning to allow the development of a childcare center.

H. SIZE OF SITE:

The site is approximately 1.31 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently vacant and covered with vegetation. There is a partial concrete driveway on the west side of the property.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Single Family Residential/Light Manufacturing, RS-72 and ML
- 2. **East:** Single Family Residential, RS-84
- 3. **South:** General Business (across Chandler Road), BG
- 4. **West:** Heavy General Business, BGH

C. RELEVANT CASE HISTORY:

On January 27, 2022, the Planning Commission recommended approval of a request to rezone Lot 1, F.J. Fitzgerald's Subdivision Replat 2, from RS-8 and ML to BN.

D. APPLICABLE REGULATIONS:

- 1. Section 5.20, Zoning Ordinance, regarding BN uses and requirements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan designates this area as being light manufacturing and single family residential.

B. OTHER PLANS:

If this rezoning request is approved, the applicant intends to construct a childcare facility.

C. TRAFFIC AND ACCESS:

1. The MAPA Traffic Flow Data estimates 1,300 vehicles along the east leg of East Chandler Road, near the intersection of East Chandler Road and Fort Crook Road North.
2. The property has access from East Chandler Road.

D. UTILITIES:

All utilities are available to this property.

E. ANALYSIS:

1. Maria Hernandez has submitted a request to rezone Lot 1, F.J. Fitzgerald's Subdivision Replat 2, from RS-84 and ML to BN for the purpose of a childcare center.

The zoning ordinance defines childcare center as "a facility licensed to provide childcare for 13 or more children."

2. Ms. Hernandez currently operates a childcare home in Omaha, Nebraska.
3. BN (Neighborhood Business District) is the most restrictive commercial zoning district. It is designed to provide for limited commercial uses serving the common and frequent needs of the residents of the immediate vicinity. Some of the permitted uses include: accounting, billing and tax preparations services, art gallery, bank, savings and loan association, childcare center, florist shop, grocery, supermarket, and medical clinics established to provide service to the inhabitants of the local neighborhood and limited to four full-time practitioners in any one building.
4. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, and the Omaha Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

No comments were received on this case.
5. This immediate area is a mix of commercial, light industrial, and single family residential uses. This lot contains two different zonings: ML and RS-84. Staff believes the requested change of zone to BN is an appropriate land use buffer

between the heavier uses to the north, west, and south of the property and the adjacent single family residential neighborhood.

6. A 15' bufferyard is required by Article 9, Zoning Ordinance, between the adjacent existing RS-84 zoning district to the east, and the proposed BN zoning district. In addition, for a commercial childcare facility, all design guidelines of Section 8.12, Zoning Ordinance, and parking requirements of Section 8.01, Zoning Ordinance, would need to be met as part of the building permit process.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon lack of perceived negative impact to the surrounding area.

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon lack of perceived negative impact to the surrounding area.

VI. ATTACHMENTS TO REPORT

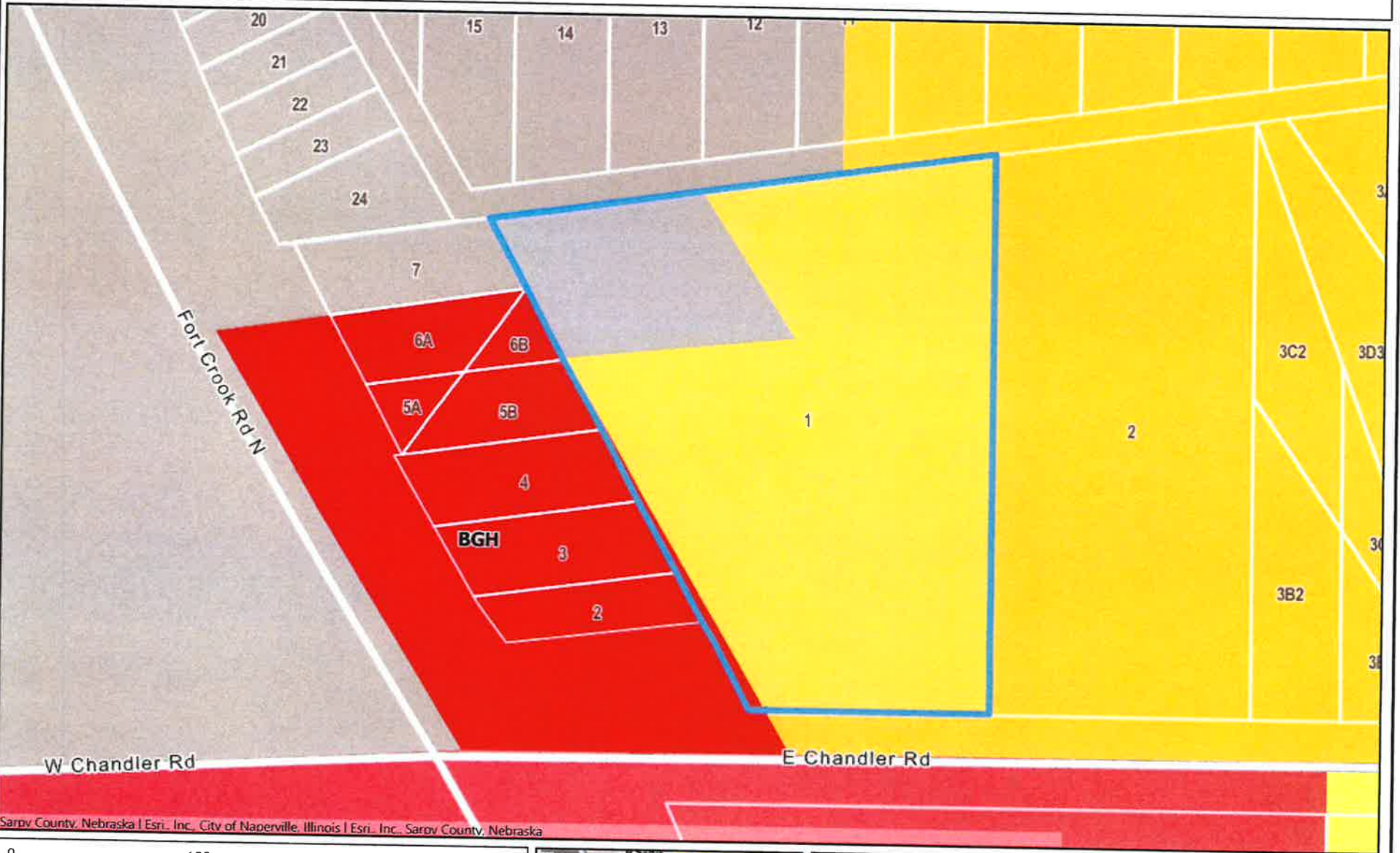
1. Vicinity map/Zoning Map
2. 2020 GIS aerial photo of the property
3. Letter from Maria Hernandez received December 22, 2021
4. Email from Ellen Stuva received January 27, 2022

VII. COPIES OF REPORT TO:

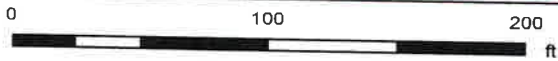
1. Maria Hernandez
2. George Rybar
3. Public Upon Request

 2/7/22
Assistant Planning Manager

 02/07/22
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



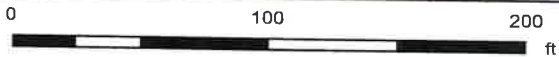


SARPY COUNTY
NEBRASKA

12516 Chandler Rd E



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



Map Scale 1: 1128

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Notes



12/21/21

Hello,

My name is Maria M. Hernandez, I want to rezone the lot I will buy into a commercial zone. Im planning on doing a childcare center in that property, there is a quick trip in the front of the lot a mechanic shop on the side. Once the zoning code has been changed, we will submit the paperwork to get a plan in motion to start building the childcare center. I currently have a childcare in home in Omaha Nebraska that is doing great. The childcare center will be a great new asset to Bellevue especially the location where the lot is. I'm hoping to be able to change the zoning code to start planning this new venture and let my current business grow.

If you have any further questions please feel free to call me at (402) 320-8694.

Thank you,

Maria M Hernandez

Maria M. Hernandez

RECEIVED
DEC 22 2021
PLANNING DEPT.

Tammi Palm

From: Ellen Stuva <bstuva1@cox.net>
Sent: Thursday, January 27, 2022 7:21 PM
To: Tammi Palm
Subject: Case # Z-2112-25 Maria Hernandez

Hello,

I am resident and owner of 2605 Sidney Street, my property is north of proposed project and backyard meets with northeast portion of 2516 Chandler property.

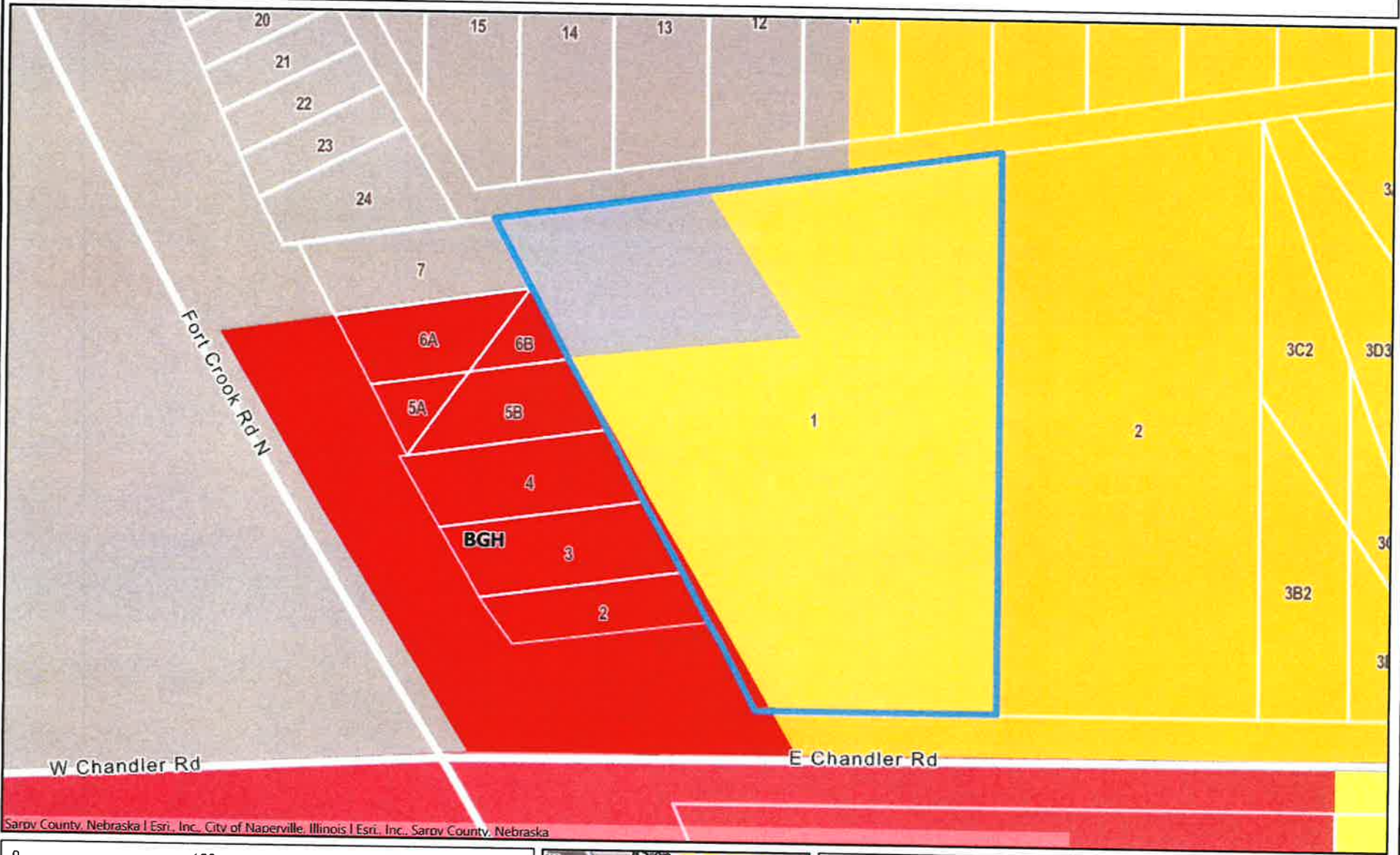
Questions/concerns that I have regarding the proposed child care center:

- Mrs Hernandez other day care center per website is a 24 hour operation. Will this be plan for this site and is this appropriate for a residential area?
- Will the structure be a residential or business structure?
- What is the proposed number of children and staff?
- There is much congestion currently with traffic entering and exiting QT off Chandler which sometimes backs up onto Fort Crook Road, this would be further complicated by traffic attempting to enter and exit this property.
- Will there be plans or expectations for a privacy fence or other type of closed? There are safety concerns with Chandler and Fort Crook being so close and very busy streets. As a homeowner, I have concerns for noise and loss of privacy as well as potential liability if children would enter my property.

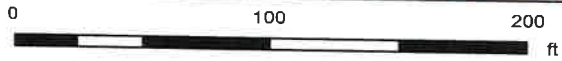
Thanks in advance for allowing me to share my concerns. If these questions should be addressed to someone else, please let me know.

Thanks,

Ellen Stuva



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



Map Scale 1: 1128

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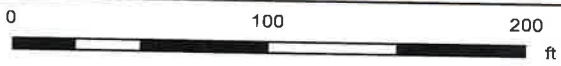


Notes





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



Map Scale 1: 1128

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



Notes



ORDINANCE NO. 4078

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 2516 CHANDLER ROAD EAST, 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, F.J. Fitzgerald’s Subdivision Replat 2, located in the Northeast ¼ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, Nebraska

From RS-84 (Single-Family Residential – 8,400 Square Foot Zone) and ML (Light Manufacturing District) to BN (Neighborhood Business District)

(Maria M. Hernandez)

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 _____, 2022.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

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

Shirley Harbin

From: Susan Kluthe
Sent: Tuesday, March 1, 2022 7:38 AM
To: Shirley Harbin
Subject: FW: 2516 Chandler Road East

-----Original Message-----

From: Ellen Stuva <bstuva1@cox.net>
Sent: Monday, February 28, 2022 7:46 PM
To: Susan Kluthe <Susan.Kluthe@bellevue.net>
Cc: Paul Cook <paul.cook@bellevue.net>
Subject: 2516 Chandler Road East

RECEIVED
MAR 01 2022
CITY CLERK

I have received noticed of rezoning of t2516 Chandler Road East. My house is in northeast edge of this property, 2605 Sidney Street. I previously sent a letter to Planning Department and will share same concerns/questions to the City Council. I apologize that I am unable to attend this meeting in person.

-I have received information that the intent is for the Day Care center to hold up to 150 children. This is size of a small school. I do not know the exact boundaries of lot but are does not seem like big enough space to accommodate.

-What is the proposed structure type, a few stories in order to allow for that number of children? If so, are there regulations on building size when in a residential area. There are businesses nearby, but these are all one story buildings.

-It looks like day care regulations vary, some numbers I have seen are 1:10-12 staff/ child so this would require 15-20 staff with parking in addition to the parking necessary for parents drop off and pick up.

-Is there a proposed design of there project? Where will parking lots, playgrounds, building be located on property?

-traffic concerns- this area already very congested regardless of time of day with cars entering and leaving QT in addition to those traveling east and west on Chandler. The cars are often stopped on Fort Crook Road waiting to enter QT or continue traveling east on Chandler. This situation is worse during or after a train has gone by, stopping traffic just north of Fort Crook Road. I cannot imagine how difficult it would be for cars trying to enter or exit this property, I think it will cause further back up onto Fort Crook Road. Or is the proposal to have entrance from a different area than Chandler Road?

-What type of fence or would be around the center and will there be fences provided for those with adjacent properties? Are there regulations defining the distance of a day care or any business from a property?

-Rusty Hike is the realtor for this property, will he be abstaining from discussion and voting on the issue? It seems that it would be a conflict of interest for him to do so.

Please let me know if you need any comments clarified. Thanks for your time

Respectfully,

Ellen Stuva

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

**12b. & 12b.1
3/01/2022**

COUNCIL MEETING DATE: 02/15/2022		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 154 through 196, and Outlots "F" through "J," Spring Ridge, being a platting of Tax Lot 12, Tax Lot 13A, Lot 2 Bohac Addition, and Outlot B, Green Meadows, all located in the Southwest 1/4 of Section 22, T14N, R13E of the 6th P.M., Sarpy County, NE. from AG and BG to RA, BG, and RG-8-PS for the purpose of single family and multi-family residential development. General Location: South 21st Street and Gilmore Lake Road. Applicant: Orchard Valley, Inc.

SYNOPSIS/BACKGROUND:

The applicant is requesting a change of zone and platting to facilitate phases 4 and 5 of the Spring Ridge development near South 21st Street and Gilmore Lake Road. The applicant is proposing a single and multi-family residential development consisting of a mix homes, apartment buildings, and rowhouses.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

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

ATTACHMENTS:

1. <input type="text" value="PC Recommendation"/>	2. <input type="text" value="Staff Report"/>	3. <input type="text" value="Ord. No. 4079"/>
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. Byler-Robin
[Signature]
[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Orchard Valley, Inc.

CASE #'s: Z-2103-02, and S-2103-05

CITY COUNCIL HEARING DATE: March 1, 2022

REQUEST: to rezone Lots 154 through 196, and Outlots "F" through "J," Spring Ridge, being a platting of Tax Lot 12, Tax Lot 13A, Lot 2 Bohac Addition, and Outlot B, Green Meadows, all located in the Southwest ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, NE, from AG and BG to RA, BG, and RG-8-PS for the purpose of single family and multi-family residential development; and preliminary plat Lots 154 through 196, and Outlots "F" through "J," Spring Ridge.

On January 27, 2022, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

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

VOTE:

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

Planning Commission Hearing (s) was held on: January 27, 2022

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 3

CASE NUMBERS: S-2103-05
Z-2103-02

FOR HEARING OF:
REPORT #1: August 26, 2021
REPORT #2: January 27, 2022
REPORT #3: March 1, 2022

I. GENERAL INFORMATION

A. APPLICANT:

Orchard Valley, Inc.
Melvin Sudbeck
16255 Woodland Drive
Omaha, NE 68154

B. PROPERTY OWNERS:

Orchard Valley, Inc.
16255 Woodland Drive
Omaha, NE 68154

Lionel and Martha Mora
1902 Lola Avenue
Bellevue, NE 68147

C. GENERAL LOCATION:

21st Street and Gilmore Lake Road

D. LEGAL DESCRIPTION:

Lots 154 through 196, and Outlots "F" through "J," Spring Ridge, being a platting of Tax Lot 12, Tax Lot 13A, Lot 2 Bohac Addition, and Outlot B, Green Meadows, all located in the Southwest $\frac{1}{4}$ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, NE.

E. REQUESTED ACTIONS:

1. Rezone Lots 154 through 196, and Outlots "F" through "J," Spring Ridge, from AG and BG to RA, BG, and RG-8-PS, with site plan approval, for the purpose of single family and multi-family residential development.

2. Preliminary plat Lots 154 through 196, and Outlots “F” through “J,” Spring Ridge.

F. EXISTING ZONING AND LAND USE:

AG and BG; Vacant/Agricultural, Single Family Residential, and VFW Post 10727

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain a change in zone and preliminary plat approval to enable single family and multi-family residential development.

H. SIZE OF SITE:

The site is approximately 39 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

Proposed Lot 154 is developed with a single family residence constructed in 2014. Most of the property is vacant and most recently used agriculturally. Additionally, the VFW Post 10727 is located on a portion of proposed Outlot H at the east end of Gilmore Lake Road.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Single Family Residential/Vacant RS-72 and RD-60
2. **East:** Highway 75 Right-of-Way
3. **South:** Vacant, AG
4. **West:** Single Family Residential, RS-72, and RS-72-PS

C. REVELANT CASE HISTORY:

1. On January 24, 2013 the Planning Commission continued a request to rezone Lots 1 through 147, and Outlots A and B, Spring Ridge, being a platting of part of Tax Lot 13A, lying north of Tax Lot 6A2A; Part of Tax Lot 12 (irregular 809.99' x 554.44'); and Lots 92A and 93A, Childs Estate Acres; all located in Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska from AG and RS-72 to RD-60 for the purpose of single family residential development; and preliminary plat Lots 1 through 147, and Outlots A and B, Spring Ridge. Action on this request was continued until the February 28, 2013 Planning Commission meeting.

2. On February 28, 2013, the Planning Commission recommended approval of a request to rezone Lots 1 through 147, and Outlots A and B, Spring Ridge, being a platting of part of Tax Lot 13A, lying north of Tax Lot 6A2A; Part of Tax Lot 12 (irregular 809.99' x 554.44'); and Lots 92A and 93A, Childs Estate Acres; all

located in Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska from AG and RS-72 to RD-60 for the purpose of single family residential development; and preliminary plat Lots 1 through 147, and Outlots A and B, Spring Ridge. On April 8, 2014, the City Council approved the final plat of Lots 1 through 45 and Outlot A, Spring Ridge, contingent upon the improvement of Gilmore Lake Road.

3. On April 24, 2014, the Planning Commission recommended approval of a request to rezone Lots 1 through 203, and Outlots A through F, Spring Ridge, being a platting of Lots 91, 92A, 92B, 93A, 93B, 94 through 96, 109 through 111, and 114, Childs Estate Acres; Lots 1 and 2, Bohac Addition; part of Outlot B, Green Meadows; that part of Tax Lot 13A, lying north of Tax Lot 6A2A, except for 33'; Tax Lots 5A2 and 6A2; the irregular 809.99' x 554.44' tract being a part of Tax Lot 12; the irregular southeast 10.21 acres of Tax Lot 12; the approximate 139.82' x 780' tract being part of Tax Lot 12; together with the portions of vacated 23rd Street, Cary Street, and Concord Street; all located in Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska from AG, RS-72, RD-60, and BG to BG, RS-72, RD-60, and RG-20; and preliminary plat Lots 1 through 203, and Outlots A through F, Spring Ridge. The City Council approved this request on June 9, 2014.

4. On September 24, 2014, the Planning Commission recommended approval of a request to final plat Lots 1 through 153, and Outlots A through E, Spring Ridge, being a platting of Lots 91, 92A, 92B, 93A, 93B, 94 through 96, 109 through 111, and 114, Childs Estate Acres; together with the drainage alley adjacent to the west line of said Lot 110, together with part of vacated Cary Street, Concord Street, and 23rd Street lying within said Childs Estate Acres, part of Tax Lots 5A2 and 6A2, and part of Tax Lot 13 north of Tax Lot 6A2A except 33'; all located in the Northwest ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, NE. The City Council approved this request on October 13, 2014.

5. On August 26, 2021, the Planning Commission continued a request to rezone Lots 154 through 196, and Outlots "F" through "J," Spring Ridge, being a platting of Tax Lot 12, Tax Lot 13A, Lot 2 Bohac Addition, and Outlot B, Green Meadows, all located in the Southwest ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, NE from AG and BG to RA, BG, and RG-8-PS for the purpose of single family and multi-family residential development; and preliminary plat Lots 154 through 196, and Outlots "F" through "J," Spring Ridge.

6. On October 28, 2021, the Planning Commission continued a request to rezone Lots 154 through 196, and Outlots "F" through "J," Spring Ridge, being a platting of Tax Lot 12, Tax Lot 13A, Lot 2 Bohac Addition, and Outlot B, Green Meadows, all located in the Southwest ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, NE from AG and BG to RA, BG, and RG-8-PS for the purpose of single family and multi-family residential development; and preliminary plat Lots 154 through 196, and Outlots "F" through "J," Spring Ridge.

7. On December 16, 2021, the Planning Commission continued a request to rezone Lots 154 through 196, and Outlots “F” through “J,” Spring Ridge, being a platting of Tax Lot 12, Tax Lot 13A, Lot 2 Bohac Addition, and Outlot B, Green Meadows, all located in the Southwest ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, NE from AG and BG to RA, BG, and RG-8-PS for the purpose of single family and multi-family residential development; and preliminary plat Lots 154 through 196, and Outlots “F” through “J,” Spring Ridge.

8. On January 27, 2022, the Planning Commission recommended approval of a request to rezone Lots 154 through 196, and Outlots “F” through “J,” Spring Ridge, being a platting of Tax Lot 12, Tax Lot 13A, Lot 2 Bohac Addition, and Outlot B, Green Meadows, all located in the Southwest ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, NE from AG and BG to RA, BG, and RG-8-PS for the purpose of single family and multi-family residential development; and preliminary plat Lots 154 through 196, and Outlots “F” through “J,” Spring Ridge.

D. APPLICABLE REGULATIONS:

1. Section 5.06, Zoning Ordinance, regarding RA uses and requirements.
2. Section 5.15, Zoning Ordinance, regarding RG-8 uses and requirements.
3. Section 5.17, Zoning Ordinance, regarding Planned Subdivision (-PS) uses and requirements.
4. Section 5.22, Zoning Ordinance, regarding BG uses and requirements.
5. Chapter 3, Subdivision Regulations, regarding Preliminary Plats.
6. Chapter 6, Subdivision Regulations, regarding Minimum Design Standards.
7. Chapter 7, Subdivision Regulations, regarding Capital Improvements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data information available for this area.
2. Access is proposed from newly constructed extensions of Lola Avenue, Gilmore Lake Road, and Morrie Drive. The proposed multi-family development will have private streets.

D. UTILITIES:

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

E. ANALYSIS:

1. Melvin Sudbeck, on behalf of Orchard Valley, Inc., has submitted a request to preliminary plat Lots 154 through 196, and Outlots F through J, Spring Ridge, for the purpose of single family and multi-family residential development.
2. The applicant is also requesting a change in zone from AG and BG to BG (General Business), RA (Residential Agriculture), and RG-8-PS (General Residence, 800 Square Foot Zone, Planned Subdivision) for Lots 154 through 196, and Outlots F through J, Spring Ridge.

Lots 155 through 196, along with Outlots F, G, I, and J will be zoned RS-8-PS for the purpose of multi-family residential development.

Lot 154 will be zoned RA to accommodate the existing single family residential development on this property.

Outlot H contains a portion of the VFW Post 10727. Their existing property is zoned BG. Outlot H will be zoned BG to stay consistent with the remainder of their property and use thereof.

3. In addition to the rezoning of Lots 154 through 196, site plan approval is also being requested.

Lots 155 through 174 will be developed as single family residences, with the following setbacks:

- Front yard – 25 feet
- Rear yard – 25 feet
- Side yard – 5 feet
- Street side yard – 15'

In comparison, the typical single family residence constructed in the RG-8 zoning district must have the following setbacks:

- Front yard – 25 feet
- Rear yard – 10’
- Side yard – 3’
- Street side yard – 5’

Lots 175 through 177, 180 through 181, and 184 through 185 will be constructed with multi-family residential buildings. Each building will house between 48 and 68 units, with a total of 408 units in seven buildings. Lot 183 will be constructed as a clubhouse for the development, with amenities to include a pool, workout room, and event space. The applicant has indicated other amenities may include benches, playground, and a dog park.

Lots 178 through 179, Lot 182, and Lots 186 through 196 will be constructed with three- to seven-unit row homes, with a total of 74 row homes.

Lot 154 is developed with a single family residence constructed in 2014. It is presently a non conforming agricultural tax lot. The applicant is purchasing a portion of the tax lot to include in this development; therefore, the entire parcel is being included in the preliminary plat.

4. The site plan shows 363 surface parking stalls, and 336 garage spaces in the apartment buildings, for a total of 699 parking stalls available. The row homes will also have 148 internal stalls, and 26 external stalls.
5. The proposed subdivision will develop in two different phases, working from north to south.
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, Sarpy County Planning Director, Sarpy County Public Works Department, Sarpy County Planning Director, Sarpy County IS/GIS/Public Safety, Metro Area Planning Agency, Metropolitan Utilities District, CenturyLink, Omaha Public Power District, Black Hills Energy, Cox Communications, Papio-Missouri NRD, 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.

Sarpy County IS/GIS/Public Safety returned comments in regards to proposed street names. The applicant has since satisfied their concerns.

Public Works Engineering Manager Dean Dunn had technical comments pertaining to the initial drainage, grading, street profiles, storm sewer, paving plans, and preliminary utility plan. The applicant has made the requested revisions.

The Public Works Department requested an updated traffic study for Phases IV and V of this development. The original traffic study was done with the preliminary platting in 2014. Based on the updated traffic impact analysis, some improvements will need to be made to South 25th Street in addition to improving Gilmore Lake Road. A southbound turn lane at the intersection of South 25th Street and Gilmore Lake Road is recommended by 2025. Additionally, a northbound turn lane is recommended by 2025 at the intersection of South 25th Street and Morrie Drive. These improvements will be part of the Gilmore Lake Road infrastructure and will be addressed in the amended Spring Ridge Subdivision Agreement, which will be finalized with the final plat process.

No other comments were received on this case.

7. A portion of the VFW Post 10727 sits on proposed Outlot H. The VFW structure was built in 1981. The applicant has worked with the VFW since the original Spring Ridge platting was approved in 2014. The developer has facilitated an easement agreement with the VFW which will be recorded prior to the filing of the final plat.

8. Construction of this development is contingent upon the improvement of Gilmore Lake Road. When the original Spring Ridge plat was approved in 2014, the applicant was to be responsible for 25% of these costs, along with the city, Sarpy County, and SID 279 (Spring Creek). Since that time, the city has annexed the Spring Creek subdivision, therefore assuming 75% of the improvement costs. The applicant and his development team have been in discussions with the city regarding the planned improvements for Gilmore Lake Road. These engineering conversations are ongoing. Finalized costs and timing will be part of the amended Spring Ridge Subdivision Agreement. A draft of this document has been submitted and is under review by the City Attorney.

9. The original Spring Ridge preliminary plat approved by City Council on June 9, 2014 included 45 single family residential lots in Phase IV, with 11.23 acres of RG-20 zoned property to be developed as multi-family residential, with future site plan approval. The current preliminary plat proposal has 20 single family residential lots abutting similarly developed property, with the remainder being developed as multi-family residential.

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

11. Per Section 8.12, Zoning Ordinance, the apartment buildings and row homes will need to meet the city's design standards. Compliance with these regulations will be reviewed as part of the building permit process.

12. Based upon the number of acres, this development will require a contribution to the Park Fund in the amount of \$32,589.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

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

VI. ATTACHMENTS TO REPORT

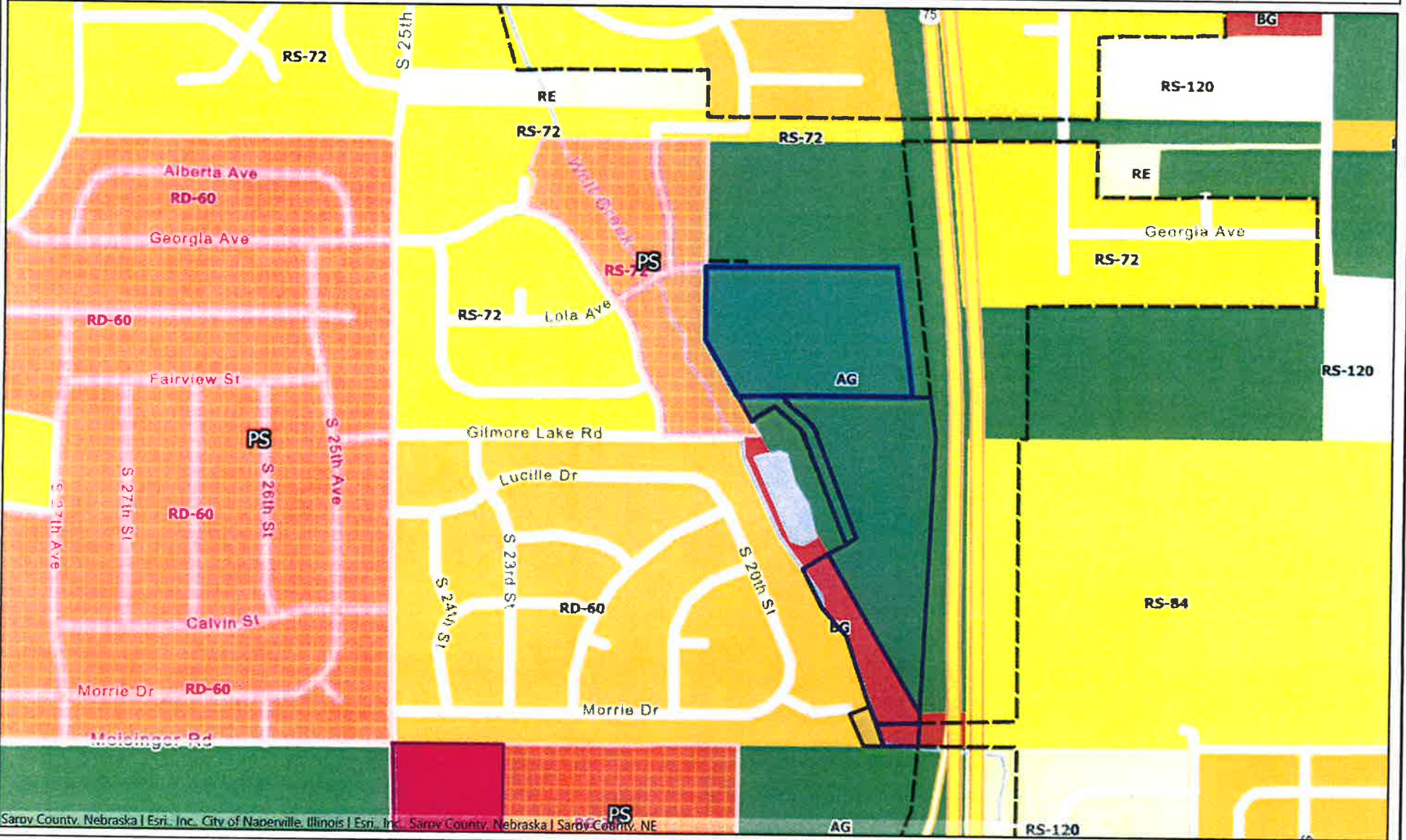
1. Vicinity map/Zoning Map
1. 2020 GIS aerial photo of the property
2. Preliminary plat received January 19, 2022
4. Site plan received January 19, 2022
5. Landscape plan received January 19, 2022
6. Recreational needs/zoning justification received August 5, 2021
7. Planned Subdivision zoning justification received August 19, 2021
8. Email from Patricia Kyle received December 9, 2021

VII. COPIES OF REPORT TO:

1. Orchard Valley, Inc.
2. Lionel and Martha Mora
3. FoleyShald Engineering
4. Robert Peterson
5. Public Upon Request


Assistant Planning Manager


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: 9028

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



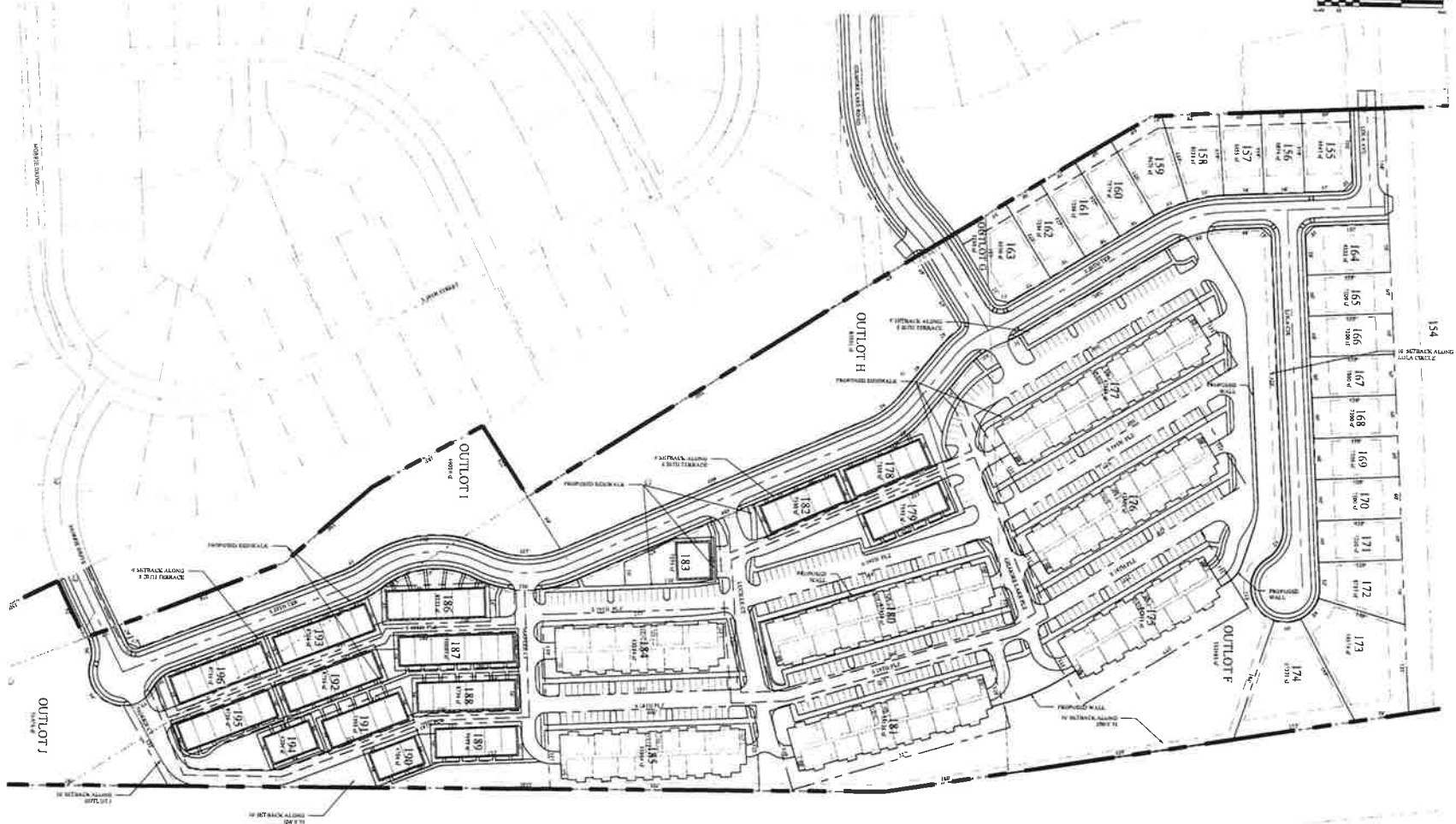
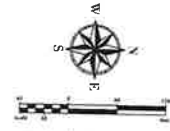
Map Scale 1: 9028

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Notes





REVISIONS

NUMBER	DATE	DESCRIPTION
R-001	01/18/22	ISSUE FOR CITY REVIEW
R-002	01/18/22	REVISIONS
R-003	01/18/22	REVISIONS
R-004	01/18/22	REVISIONS
R-005	01/18/22	REVISIONS
R-006	01/18/22	REVISIONS

Spring Ridge
Bellevue, NE
FSE # 020.001

January 18, 2022

Planned Subdivision
Site Plan

RECEIVED
JAN 19 2022
PLANNING DEPT.

NOTES

- PROPOSED ACCESS DRIVEWAYS, STORM SEWER & SANITARY SEWER LAYOUTS TO BE PROVIDED AS SHOWN ON LOT 188. ALL UTILITIES TO BE INSTALLED AS SHOWN ON LOT 188. SEE SHEET 188 FOR DETAILS.
- NO LOTS WILL HAVE SIDEWALKS. SIDEWALKS SHALL BE INSTALLED BY THE OWNER OF THE LOT ADJACENT TO THE LOT TO BE SERVED.
- LOT 188 IS BEING DEVELOPED AS A COMMON ACCESS DRIVEWAY TO THE OTHER LOTS IN THE SUBDIVISION. THE DRIVEWAY SHALL BE 12 FEET WIDE AND SHALL BE CONCRETE. THE DRIVEWAY SHALL BE INSTALLED BY THE OWNER OF THE LOT ADJACENT TO THE LOT TO BE SERVED.
- LOT 188 IS BEING DEVELOPED AS A COMMON ACCESS DRIVEWAY TO THE OTHER LOTS IN THE SUBDIVISION. THE DRIVEWAY SHALL BE 12 FEET WIDE AND SHALL BE CONCRETE. THE DRIVEWAY SHALL BE INSTALLED BY THE OWNER OF THE LOT ADJACENT TO THE LOT TO BE SERVED.

ZONING

CONFORMS TO THE ZONING REGULATIONS OF THE CITY OF BELLEVUE, NE. THE ZONING REGULATIONS ARE AS FOLLOWS:

RESIDENTIAL SINGLE-FAMILY (RSF) - LOT 188 - 1/2 ACRE MINIMUM LOT AREA, 35' MINIMUM FRONT YARD SETBACK, 5' MINIMUM SIDE YARD SETBACK, 10' MINIMUM REAR YARD SETBACK.

ZONING REGULATORS

LOT	AREA	FRONT YARD	REAR YARD	SIDE YARD	REAR YARD
154	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET
155	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET
156	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET
157	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET
158	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET
159	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET
160	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET
161	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET
162	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET
163	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET
164	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET
165	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET
166	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET
167	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET
168	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET
169	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET
170	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET
171	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET
172	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET
173	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET
174	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET
175	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET
176	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET
177	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET
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179	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET
180	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET
181	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET
182	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET
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184	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET
185	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET
186	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET
187	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET
188	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET
189	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET
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191	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET
192	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET
193	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET
194	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET
195	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET
196	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET
197	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET
198	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET
199	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET

OUTLOT USAGE TABLE

OUTLOT	RESIDENTIAL	COMMERCIAL	INDUSTRIAL	OFFICE	RETAIL	OTHER
OUTLOT F	0	0	0	0	0	0
OUTLOT H	0	0	0	0	0	0
OUTLOT J	0	0	0	0	0	0

MULTI-FAMILY SUMMARY (OUTLOT F & LOTS 175 - 196)

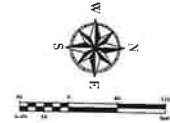
TYPE	AREA	FRONT YARD	REAR YARD	SIDE YARD	REAR YARD
RESIDENTIAL SINGLE-FAMILY	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET
MULTI-FAMILY	10,000 SF	35' FEET	10' FEET	5' FEET	10' FEET
TOTAL	20,000 SF	35' FEET	10' FEET	5' FEET	10' FEET

BUILDING SUMMARY

BUILDING TYPE	NUMBER
RESIDENTIAL SINGLE-FAMILY	0
MULTI-FAMILY	0
TOTAL	0

PARKING SUMMARY

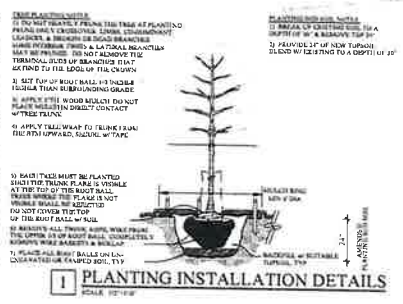
STALL TYPE	TOTAL COUNT
PREPARED ASPHALT EXTERNAL	0
PREPARED ASPHALT INTERNAL	0
PREPARED CONCRETE EXTERNAL	0
PREPARED CONCRETE INTERNAL	0
TOTAL	0



REVISIONS

NUMBER	DATE	DESCRIPTION
1-001	11/19/21	ISSUED
1-002	11/23/21	CITY REVIEW
1-003	11/23/21	REDESIGN
1-004	12/02/21	CITY REVIEW

SYMBOL	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
A	14	OLEA FRAXINOSA 'NANA'	SMALL LEAF OLEA	12"	PAB
B	8	ALNUS FRAXINOSA 'FRAXINOSA'	SMALL LEAF ALNUS	12"	PAB
C	4	QUERCUS PRINCEPS	SMALL LEAF QUERCUS	12"	PAB
D	4	FRAXINUS FRAXINOSA	SMALL LEAF FRAXINUS	12"	PAB
E	4	FRAXINUS FRAXINOSA	SMALL LEAF FRAXINUS	12"	PAB
F	11	MAHONIA TAXIFOLIA	SMALL LEAF MAHONIA	12"	PAB
G	11	MAHONIA TAXIFOLIA	SMALL LEAF MAHONIA	12"	PAB
H	1	PRUNUS SP.	SMALL LEAF PRUNUS	12"	PAB
I	12	QUERCUS PRINCEPS	SMALL LEAF QUERCUS	12"	PAB
J	12	QUERCUS PRINCEPS	SMALL LEAF QUERCUS	12"	PAB
K	20	QUERCUS PRINCEPS	SMALL LEAF QUERCUS	12"	PAB
L	20	QUERCUS PRINCEPS	SMALL LEAF QUERCUS	12"	PAB



NOTES

1. ALL PLANTING SHALL BE INSTALLED PER CITY OF LINCOLN REQUIREMENTS.
2. TREE TRUNK FLARE SHALL BE MAINTAINED PER APPROVAL AT TIME OF TREE INSTALLATION FOR EACH SPECIES OF TREE SPECIES.

Spring Ridge
Bellevue, NE
FSE #: 020 001
January 18, 2022

RECEIVED
JAN 19 2022
PLANNING DEPT.



August 5, 2021

SPRING RIDGE PHASES 4/5 – RECREATIONAL NEEDS

The Phase 4/5 community site will have large areas of common space within proposed Outlots F and H which will include green space available to residents. This green space will include landscaping and a sidewalk network as shown in the Planned Subdivision and may also include other amenities including benches, gathering areas, playgrounds, and/or dog parks. Additionally, Lot 177 is proposed as a community clubhouse which could include amenities such as a pool, workout room, study area, and/or event room.

SPRING RIDGE PHASES 4/5 – REZONING JUSTIFICATION

We are requesting that the City of Bellevue accept the proposed rezoning as per the Preliminary Plat for Spring Ridge Phases 4/5. The existing zoning for the project area is Agricultural District (AG) and General Business District (BG). Proposed zoning is Residential Agricultural District (RA), General Residential (RG-8-PS), and General Business District (BG). The future land use for the site includes Multi Family Residential (MFR), Medium Density Residential (MDR), and Commercial (C). Through meetings with City Staff, we believe the proposed rezoning of the site meets the future land use, transitioning from medium density residential on the north to multifamily residential on the south.

Lot 196 is proposed as “RA” to help transition an existing “AG” acreage lot towards the proposed future land use of “MDR”. The proposed zoning better meets the current use of the property as a large residential lot. Outlot G is being created to possibly be incorporated into the existing VFW facility and thus is proposed as “BG” to provide an area that meets the future land use, “C”. This will match the existing zoning designation of the VFW building and Gilmore Lake to the west, making the entirety of Gilmore Lake and the VFW one cohesive zone. Most of the proposed site, including Lots 154-195 and Outlots F, H, & I, is proposed as “RG-8-PS”. This rezoning would replace an existing farm field with a mixture of residential units. The north and west side of this area (Lots 162-173) provides single-family detached lots meeting the future land use of “MDR”. The central and southern part of this area (Lots 174 – 195) provide apartments and rowhomes to meet the future land use of “MFR”.

RECEIVED

AUG 05 2021

PLANNING DEPT.

SPRING RIDGE PHASES 4/5 – PLANNED SUBDIVISION JUSTIFICATION

Based on the pre-application meeting held on December 8, 2020 and staff recommendation, this project is requesting a Planned Subdivision (PS) overlay district.

The proposed site layout has unique characteristics that require the utilization of a planned subdivision district. The future land use for the site includes Multi Family Residential (MFR), Medium Density Residential (MDR). The proposed site is transitioning from single family on the north to multi-family apartments central to townhomes/rowhomes on the south.

This overlay allows for the proposed site to have individual lots for each apartment and townhome building while still having public access, owned and maintained by the homeowners association, over all the parking and common space.

The townhomes are proposed 3 story buildings with 2 car attached garages, commonly used in redevelopment areas. These have patio access along street right of way with garage access in rear alley areas. This allows for the development to have no garage frontages along the townhome area right-of-way. To get the unique characteristic that is sought with these types of buildings, there is also a reduced yard setback to locate the buildings closer to the right-of-way.

We believe the unique nature of the development warrants the use of the planned subdivision overlay and will allow for an innovative development to be constructed to meet the needs of the city and future land use.

RECEIVED
AUG 19 2021
PLANNING DEPT.

December 9, 2021

VIA EMAIL: tammi.palm@bellevue.net
PLANNING DEPARTMENT
CITY OF BELLEVUE
1500 WALL STREET
BELLEVUE NE 68005

RECEIVED
DEC 09 2021
PLANNING DEPT.

Re: Planning Commission Meeting – December 16, 2021
Location: South 21st Street and Gilmore Lake Road
Applicant: Orchard Valley, Inc.

To Members of the Planning Commission:

As a concerned citizen whose property abuts Gilmore Lake Road, I wish to voice my concern regarding the rezoning which I assume is to allow continued housing growth by Orchard Valley, Inc. For many years there has been a serious water/drainage issue with the creek which is adjacent to said property with the continued housing development. When there is a heavy rain the water flows over Gilmore Lake Road and is washing away the adjacent property owner's land. On several occasions my 8 foot privacy fence has been washed away.

The continued development adjacent to the creek does not help the situation as the paved streets in the subdivision simply allows water to flow faster to the creek and in turn the creek cannot accommodate that much flow. The culverts need to be replaced underneath Gilmore Lake Road with larger ones and the drainage issue addressed so the creek flows smoothly through larger culverts. (The current culverts are not doing any good, the creek has made a new flow which is causing excess erosion.)

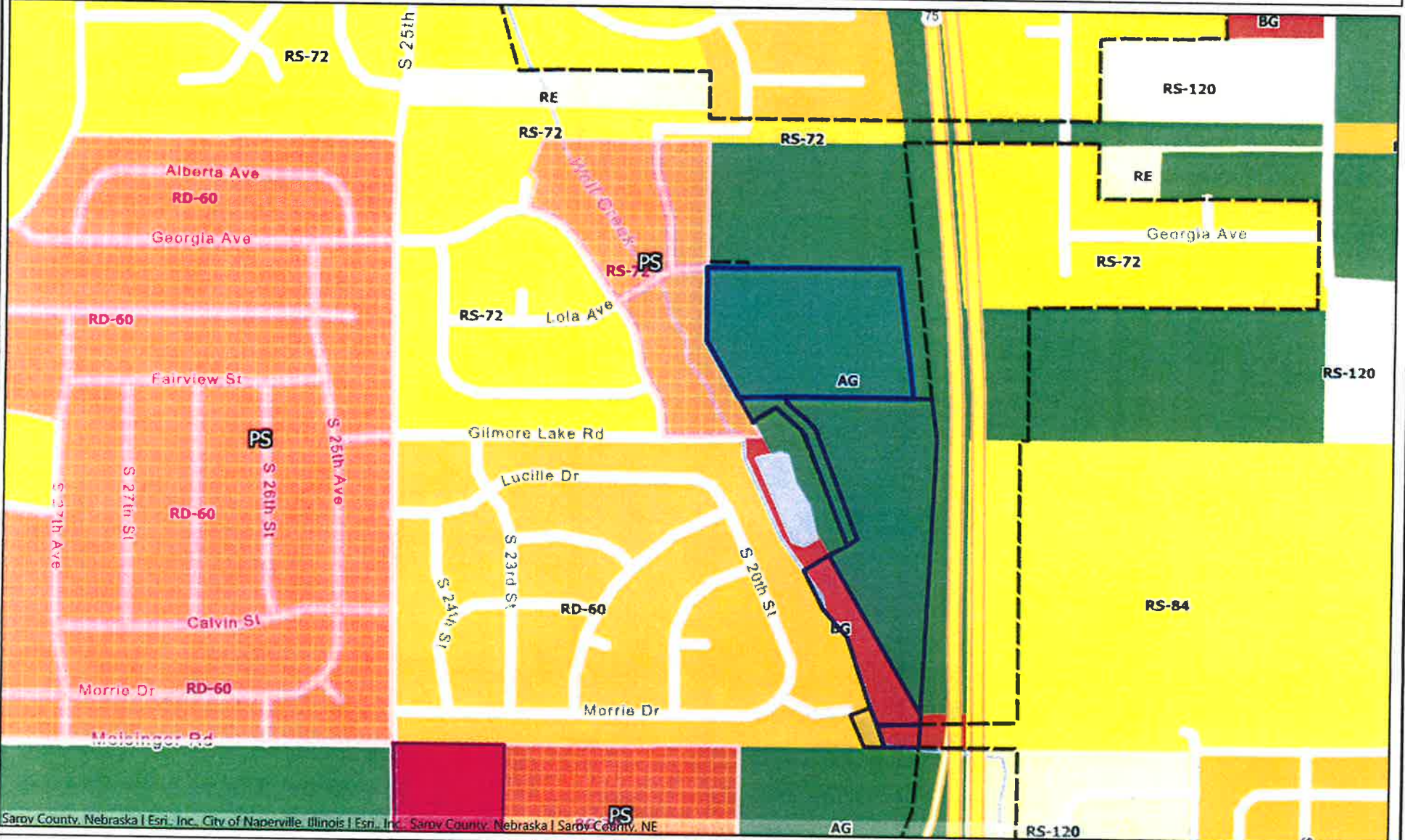
I strongly object to the rezoning for residential housing being constructed until the water/drainage issue along Gilmore Lake Road is corrected. I feel the developer needs to take some responsibility for this as well as the City of Bellevue.

I know this issue has previously been addressed when the first subdivision adjacent to Gilmore Road was constructed and at that time the condition of the road and the drainage was to be addressed by that developer, however, nothing ever happened.

I would strongly encourage the members of the Planning Commission to consider this letter and please move to take some action to fix the problem. It may be prudent to have the city engineer and/or water drainage district look at the problem. Thank you.

Sincerely,

Patricia Kyle
9503 South 20th Street
Bellevue, NE 68147
402-598-6675



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



Map Scale 1: 9028

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



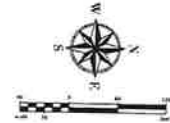
Map Scale 1: 9028

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Notes





REVISIONS

NUMBER	DATE	DESCRIPTION
A-001	01/19/22	ISSUE FOR PERMIT
A-002	01/19/22	ISSUE FOR PERMIT
A-003	01/19/22	ISSUE FOR PERMIT
A-004	01/19/22	ISSUE FOR PERMIT

SYMBOL	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
1	10	QUERCUS PRINCEPS 'STANLEY' TREES	WHITE OAK	12"	TR
2	1	ACER FRAXINOSA 'TRIPPLER' TREES	RED BELLIED WOODPECKER	12"	TR
3	1	QUERCUS PRINCEPS 'STANLEY' TREES	WHITE OAK	12"	TR
4	1	QUERCUS PRINCEPS 'STANLEY' TREES	WHITE OAK	12"	TR
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100	1	QUERCUS PRINCEPS 'STANLEY' TREES	WHITE OAK	12"	TR



1 PLANTING INSTALLATION DETAILS
SCALE 1/4"=1'-0"

- NOTES
1. ALL TREES MUST BE PLANTED WITH THE TRUNK PLANE IN THE CENTER OF THE HOLES.
 2. BRUSH BARRIER SHALL BE INSTALLED AT THE TOP OF THE HOLES.
 3. MULCH SHALL BE INSTALLED AT THE TOP OF THE HOLES.
 4. SOIL SHALL BE INSTALLED AT THE TOP OF THE HOLES.
 5. WATERING SHALL BE INSTALLED AT THE TOP OF THE HOLES.

RECEIVED
JAN 19 2022
PLANNING DEPT.

Spring Ridge
Bellevue, NE
FSE #: 020.001
January 18, 2022

ORDINANCE NO. 4079

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 21ST STREET AND GILMORE LAKE ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF BOHAC ADDITION, A SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 14 NORTH, RANGE 13 EAST, OF THE 6TH PRINCIPAL MERIDIAN, SARPY COUNTY, NEBRASKA; THENCE S33°05'42"E, ON THE NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 579.79 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE N56°54'18"E A DISTANCE OF 88.88 FEET; THENCE N23°57'11"W A DISTANCE OF 480.36 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 60.52 FEET, WITH A RADIUS OF 124.99 FEET, WITH A CHORD BEARING OF N37°49'28"W, WITH A CHORD LENGTH OF 59.93 FEET; THENCE N51°41'45"W A DISTANCE OF 91.47 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 41.62 FEET, WITH A RADIUS OF 174.99 FEET, WITH A CHORD BEARING OF N44°52'58"W, WITH A CHORD LENGTH OF 41.52 FEET; THENCE S58°01'19"W A DISTANCE OF 96.88 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 24.08 FEET, WITH A RADIUS OF 267.00 FEET, WITH A CHORD BEARING OF S55°26'20"W, WITH A CHORD LENGTH OF 24.07 FEET TO THE EASTERLY LINE OF OUTLOT "B" OF SPRING CREEK, A SUBDIVISION LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SECTION 22, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH PRINCIPAL MERIDIAN; THENCE S31°55'53"E, ON SAID SOUTHWESTERLY LINE, A DISTANCE OF 82.82 FEET BACK TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINING AN AREA OF 2.02 ACRES, MORE OR LESS.

From AG (Agricultural District) to BG (General Business); AND

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 OF SAID BOHAC ADDITION; THENCE S33°05'42"E, ON THE NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 579.79 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, AND THE POINT OF BEGINNING; THENCE N56°54'18"E A DISTANCE OF 88.88 FEET; THENCE N23°57'11"W A DISTANCE OF 480.36 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 60.52 FEET, WITH A RADIUS OF 124.99 FEET, WITH A CHORD BEARING OF N37°49'28"W, WITH A CHORD LENGTH OF 59.93 FEET; THENCE N51°41'45"W A DISTANCE OF 91.47 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 41.62 FEET, WITH A RADIUS OF 174.99 FEET, WITH A CHORD BEARING OF N44°52'58"W, WITH A CHORD LENGTH OF 41.52 FEET; THENCE S58°01'19"W A DISTANCE OF 96.88 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 24.08 FEET, WITH A RADIUS OF 267.00 FEET, WITH A CHORD BEARING OF S55°26'20"W, WITH A CHORD LENGTH OF 24.07 FEET TO THE EASTERLY LINE OF OUTLOT "B" OF SPRING CREEK, A SUBDIVISION LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SECTION 22, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH PRINCIPAL MERIDIAN; THENCE N31°55'53"W, ON SAID LINE, A DISTANCE OF 397.01 FEET; THENCE N03°02'27"W, ON THE EAST LINE OF SPRING CREEK, A DISTANCE OF 330.84 FEET TO THE NORTH RIGHT OF WAY LINE OF LOLA AVENUE; THENCE N86°57'34"E A DISTANCE OF 882.54 FEET TO THE WEST RIGHT OF WAY OF KENNEDY FREEWAY (STATE HIGHWAY 75); THENCE S09°37'34"E, ON SAID RIGHT OF WAY, A DISTANCE OF 579.55 FEET; THENCE S09°38'33"E, ON SAID RIGHT OF WAY, A DISTANCE OF 180.41 FEET; THENCE S00°30'29"E, ON SAID RIGHT OF WAY, A DISTANCE OF 1324.62 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2 OF BOHAC ADDITION; THENCE S87°19'02"W, ON THE SOUTH LINE OF SAID LOT 2, AND THE SOUTH LINE OF SAID OUTLOT "B", DISTANCE OF 233.85 FEET TO THE WEST LINE OF SAID OUTLOT "B"; THENCE N26°01'09"W, ON SAID WEST LINE, A DISTANCE OF 150.09 FEET TO THE NORTH LINE OF SAID OUTLOT "B"; THENCE N63°58'34"E, ON SAID NORTH LINE, A DISTANCE OF 92.13 FEET TO THE WEST LINE OF SAID LOT 2; THENCE N21°42'09"W, ON SAID WEST LINE, A DISTANCE OF 312.05 FEET; THENCE N41°36'37"W, ON SAID WEST LINE, A DISTANCE OF 166.21 FEET; THENCE N30°00'03"W, ON SAID WEST LINE, A DISTANCE OF 183.40 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE N56°56'28"E, ON THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 121.53 FEET BACK TO THE POINT OF BEGINNING. SAID TRACT OF LAND AREA CONTAINING AN AREA OF 26.05 ACRES, MORE OR LESS.

From AG (Agricultural District) to RG-8-PS (General Residential – 800 Square Foot Zone – Planned Subdivision); AND

BEGINNING AT THE NORTHEAST CORNER OF LOT 22 OF SPRING CREEK, A SUBDIVISION LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SECTION 22, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH PRINCIPAL MERIDIAN; THENCE S03°02'27"E, ON THE EAST LINE OF LOTS 22 THROUGH 27, OF SAID SPRING CREEK, A DISTANCE OF 521.13 FEET TO THE SOUTHEAST CORNER OF SAID LOT 27, ALSO BEING A POINT ON THE NORTH RIGHT OF WAY OF LOLA AVENUE; THENCE N86°57'34"E A DISTANCE OF 882.54 FEET TO THE WEST RIGHT OF WAY OF KENNEDY FREEWAY (STATE HIGHWAY 75); THENCE N09°37'34"W, ON SAID WEST RIGHT OF WAY, A DISTANCE OF 522.61 FEET TO THE SOUTHEAST CORNER OF OUTLOT "C" OF SPRING RIDGE, A SUBDIVISION LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH PRINCIPAL MERIDIAN; THENCE S87°05'47"W, ON THE SOUTH LINE OF SAID OUTLOT "C", AND THE SOUTH RIGHT OF WAY OF CENTENNIAL ROAD, A DISTANCE OF 822.61 FEET BACK TO THE POINT OF BEGINNING. SAID TRACT OF LAND AREA CONTAINING AN AREA OF 10.18 ACRES, MORE OR LESS.

From AG (Agricultural District) to RA (Residential Agricultural District – 5 Acre Zone)

(Orchard Valley, Inc.)

Section 2. This ordinance shall not take effect until such time as the final plat of Spring Ridge 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.

ADOPTEED by the Mayor and City Council this _____ day of _____, 2022.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

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

**12b. & 12b.1
3/01/2022**

COUNCIL MEETING DATE: 02/15/2022		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 154 through 196, and Outlots "F" through "J," Spring Ridge, being a platting of Tax Lot 12, Tax Lot 13A, Lot 2 Bohac Addition, and Outlot B, Green Meadows, all located in the Southwest 1/4 of Section 22, T14N, R13E of the 6th P.M., Sarpy County, NE. from AG and BG to RA, BG, and RG-8-PS for the purpose of single family and multi-family residential development. General Location: South 21st Street and Gilmore Lake Road. Applicant: Orchard Valley, Inc.

SYNOPSIS/BACKGROUND:

The applicant is requesting a change of zone and platting to facilitate phases 4 and 5 of the Spring Ridge development near South 21st Street and Gilmore Lake Road. The applicant is proposing a single and multi-family residential development consisting of a mix homes, apartment buildings, and rowhouses.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

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

ATTACHMENTS:

1. <input type="text" value="PC Recommendation"/>	2. <input type="text" value="Staff Report"/>	3. <input type="text" value="Ord. No. 4079"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

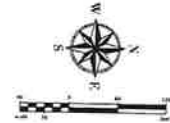
SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Byer-Robin
[Signature]
[Signature]



REVISIONS

NUMBER	DATE	DESCRIPTION
A-001	01/10/21	ISSUE FOR PERMIT
A-002	01/10/21	ISSUE FOR PERMIT
A-003	01/10/21	ISSUE FOR PERMIT
A-004	01/10/21	ISSUE FOR PERMIT

SYMBOL	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
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3	1	QUERCUS PRINCEPS 'STANLEY' TREES	WHITE OAK	12"	TR
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1 PLANTING INSTALLATION DETAILS
SCALE: 1/4" = 1'-0"

NOTES
1. ALL TREES MUST BE PLANTED WITH THE TRUNK PLANE AT THE TOP OF THE ROOT BALL. THE TRUNK SHALL BE PROTECTED WITH TREE GUARD. DO NOT COVER THE TOP OF THE ROOT BALL WITH MULCH.
2. PLACE MULCH BARRIERS & MULCH.
3. PLACE MULCH BARRIERS & MULCH.
4. PLACE MULCH BARRIERS & MULCH.
5. PLACE MULCH BARRIERS & MULCH.

RECEIVED
JAN 19 2022
PLANNING DEPT.

Spring Ridge
Bellevue, NE
FSE #: 020.001
January 18, 2022

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 02/15/2022		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 38, and Outlot A, Chandler Creek, being a platting of Tax Lot H2, located in the Southwest ¼ of Section 16, T14N, R13E of the 6th P.M., Sarpy County, NE, from RS-72 to RD-60 for the purpose of single family residential development; and preliminary plat Lots 1 through 38, and Outlot A, Chandler Creek. Applicant: TKC Chandler, LLC. General location: W Chandler Rd. and S 35th Street.

SYNOPSIS/BACKGROUND:
Tim Tran, on behalf of TKC Chandler LLC, is requesting to rezone and preliminary plat approximately 10 acres of property near South 35th Street and West Chandler Road for the purpose of single family residential development. This property was recently designated blighted and substandard. The applicant is proposing 38 three-bedroom and two-bathroom homes approximately 1,600-1,700 square feet in size.

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: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:
The Planning Department and Planning Commission are recommending approval.

- ATTACHMENTS:**
- 1. PC Recommendation
 - 2. Staff Report
 - 3. Ord. No. 4080
 - 4.
 - 5.
 - 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: 

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: 

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: TKC Chandler LLC

CASE #'s: Z-2110-20, and S-2110-25

CITY COUNCIL HEARING DATE: March 1, 2022

REQUEST: to rezone Lots 1 through 38, and Outlot A, Chandler Creek, being a platting of Tax Lot H2, located in the Southwest ¼ of Section 16, T14N, R13E of the 6th P.M., Sarpy County, NE, from RS-72 to RD-60 for the purpose of single family residential development; and preliminary plat Lots 1 through 38, and Outlot A, Chandler Creek.

On January 27, 2022, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, and compatibility with adjacent residential developments.

VOTE:

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

Planning Commission Hearing (s) was held on: January 27, 2022

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2110-20
S-2110-25

FOR HEARING OF:
REPORT #1: January 27, 2022
REPORT #2: March 1, 2022

I. GENERAL INFORMATION

A. APPLICANT:

TKC Chandler LLC
Thinh "Tim" Tran
1310 Lambart Drive
Papillion, NE 68046

B. PROPERTY OWNER:

TKC Chandler LLC
Thinh "Tim" Tran
1310 Lambart Drive
Papillion, NE 68046

C. GENERAL LOCATION:

West Chandler Road and South 35th Street

D. LEGAL DESCRIPTION:

Lots 1 through 38, and Outlot A, Chandler Creek, being a platting of Tax Lot H2, located in the Southwest ¼ of Section 16, T14N, R13E of the 6th P.M., Sarpy County, NE

E. REQUESTED ACTIONS:

1. Rezone Lots 1 through 38, and Outlot A, Chandler Creek, from RS-72 to RD-60 for the purpose of single family residential development.
2. Preliminary Plat Lots 1 through 38, and Outlot A, Chandler Creek.

F. EXISTING ZONING AND LAND USE:

RS-72, Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain a change of zone and preliminary plat to enable single family residential development.

H. SIZE OF SITE:

The site is approximately 10 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site was most recently used agriculturally.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Single Family Residential (across Chandler Road), RS-72
- 2. **East:** Single Family Residential, RS-72
- 2. **South:** Single Family Residential, RS-72
- 3. **West:** Vacant/Single Family Residential, RS-72

C. REVELANT CASE HISTORY:

- 1. On August 17, 2021, the City Council declared Tax Lot H2 as blighted and substandard.
- 2. On January 27, 2022, the Planning Commission recommended approval of a request to rezone Lots 1 through 38, and Outlot A, Chandler Creek, being a platting of Tax Lot H2, located in the Southwest ¼ of Section 16, T14N, R13E of the 6th P.M., Sarpy County, NE, from RS-72 to RD-60 for the purpose of single family residential development; and preliminary plat Lots 1 through 38, and Outlot A, Chandler Creek.

D. APPLICABLE REGULATIONS:

- 1. Section 5.11, Zoning Ordinance, regarding RD-60 uses and requirements.
- 2. Chapter 3, Subdivision Regulations, regarding preliminary plats.
- 3. Chapter 6, Subdivision Regulations, regarding Minimum Design Standards.
- 4. Chapter 7, Subdivision Regulations, regarding Capital Improvements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. The most recent traffic data from MAPA indicates approximately 8,200 vehicles per day along West Chandler Road near South 35th Street.
2. Access is proposed from two points along West Chandler Road.

D. UTILITIES:

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

E. ANALYSIS:

1. Tim Tran, on behalf of TKC Chandler LLC, has submitted a request to preliminary plat Lots 1 through 38, and Outlot A, Chandler Creek, for the purpose of single family residential development.
2. The applicant is requesting a change in zone from RS-72 (Single-Family Residential, 7,200 Square Foot Zone) to RD-60 (Duplex Residential, 6,000 Square Feet), for Lots 1 through 38, and Outlot A, Chandler Creek.

All of the lots conform to the minimum requirements of the requested zoning district.

3. The applicant has indicated he plans to construct 38 single family residences and expects a price point of approximately \$260,000 - \$300,000. The average size home will be between 1,600-1,700 square feet and will consist of three bedrooms and two bathrooms. Each residence will have an attached two car garage.
4. This application was sent out to the following departments/individuals for review: Public Works (to include the Street Superintendent and Parks Superintendent), Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Planning Director, Sarpy County Public Works Department, Sarpy County IS/GIS/Public Safety, Metro Area Planning Agency, Metropolitan Utilities District, CenturyLink, Omaha Public Power District, Black

Hills Energy, Cox Communications, Papio-Missouri NRD, and the Omaha Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Sarpy County GIS/911 had comments pertaining to the proposed street names. The applicant's engineer has made all the suggested revisions.

Cox Communications commented they currently have facilities to the north, east, and west of this development. They indicated they would run this through their financial model to see if the infrastructure could be provided with no third-party contribution. If it does not meet their business model threshold to do this, then Cox would seek a cost share with the developer. The developer is aware of this and has acknowledged this possibility.

The Public Works Department requested technical revisions to the preliminary plat, paving plan, sanitary sewer plan, and storm sewer plan. The applicant's engineer has since satisfied these comments.

5. The Public Works Department has reviewed the grading and drainage plans for this proposed development and found them to be acceptable.

6. A U-shaped street configuration is being proposed for this development with two access points along West Chandler Road. Street connections to adjacent property would be extremely difficult due to topography and existing drainageways. Staff believes this is the most appropriate configuration to serve this area.

7. This subdivision will be developed privately by the applicant. Additionally, the developer is requesting Tax Increment Financing (TIF) through a separate request. A draft copy of the Development Agreement has been submitted by the applicant for staff's review.

8. No park ground is being proposed for this subdivision due to its size. The city does not desire smaller parks which only serve a limited population and finds these areas difficult to maintain over time; therefore, staff does not see the benefit of requiring a park for this development.

9. Based upon the number of acres, this development will require a contribution to the Park Fund in the amount of \$8,491.50.

10. The Future Land Use Map of the Comprehensive Plan shows this area as being low density residential due to the lack of infrastructure. Medium density residential is shown adjacent to this property. With the applicant's infrastructure plan, staff believes medium density residential development is appropriate for this property.

11. This property is approximately 10 acres. The applicant is requesting a change of zone from RS-72 to RD-60 to allow for smaller lots in order to maximize the development potential. Both zoning districts are categorized as medium density residential. These proposed lots are consistently sized with the adjacent Chandler Acres neighborhood.

12. Norton's First Addition, a three-lot subdivision to the south of the development has a unique sliver of property running along the east property line of Chandler Creek. The applicant's engineer has included a 5' easement adjacent to this sliver of land to facilitate enough width to allow for a private street in the future if/when Norton's First Addition further develops.

13. Staff believes this development is compatible with the existing single family residential development in the neighborhood.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, and compatibility with adjacent residential developments.

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, and compatibility with adjacent residential developments.

VI. ATTACHMENTS TO REPORT

1. Zoning Map
2. 2020 GIS aerial photo of the property
3. Zoning justification letter from Doug Kellner received January 19, 2022
4. Letter from Doug Kellner received December 17, 2021
5. Preliminary plat received January 6, 2022

VII. COPIES OF REPORT TO:

1. TKC Chandler LLC
2. Thomson, Dreesen, & Dorner, Inc.
3. Elizabeth Sevcik
4. Public Upon Request

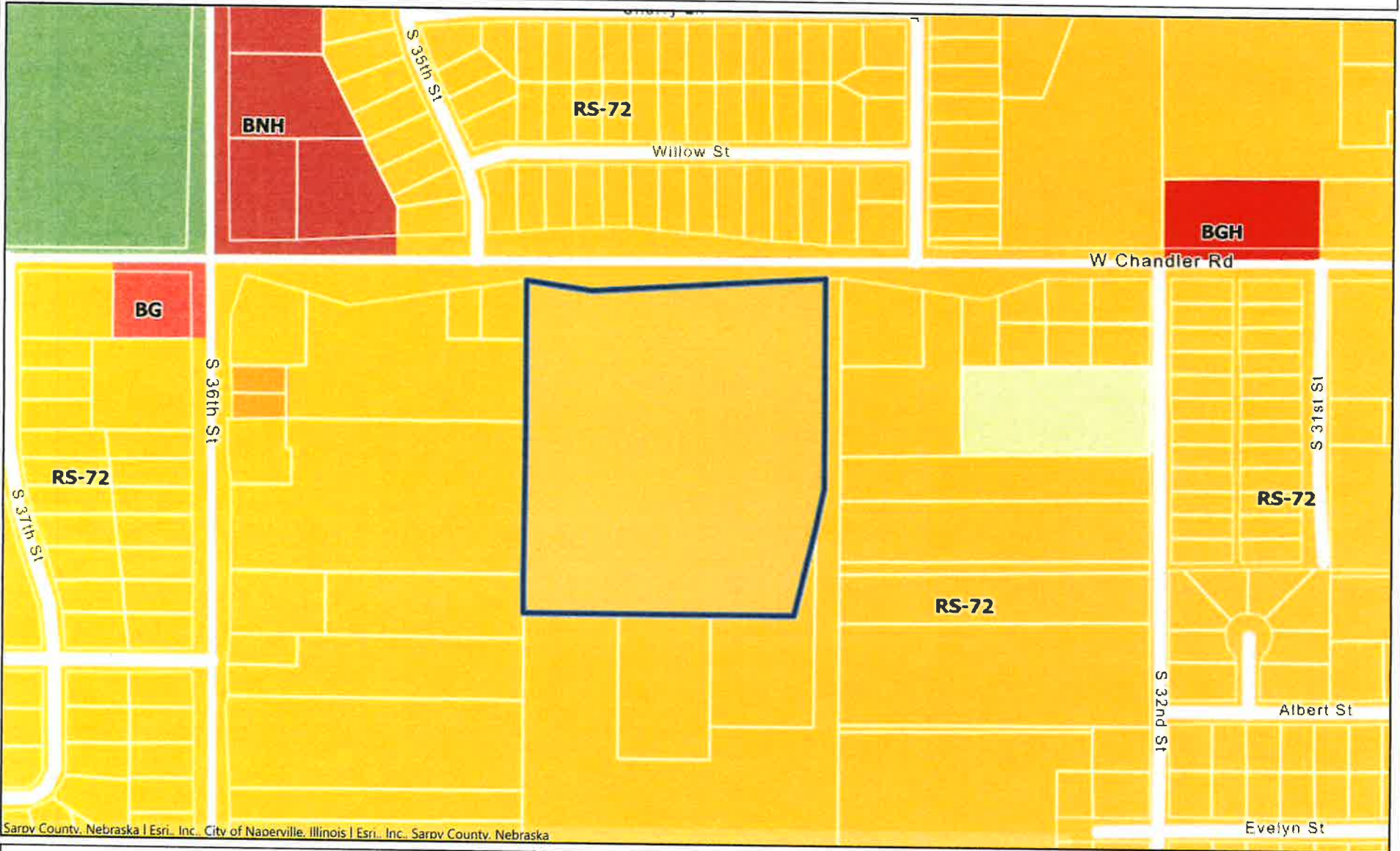

Assistant Planning Manager


Planning Manager Date of Report



SARPY COUNTY
NEBRASKA

Mid Street and W Chandler Rd



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



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.



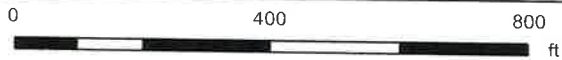
Notes



Willow Street and W Chandler Rd



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



Map Scale 1: 4514

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Notes



January 19, 2022

RECEIVED

JAN 19 2022

PLANNING DEPT.

Ms. Tammi Palm
Land Use Planner
City of Bellevue Planning Department
1510 Wall Street
Bellevue, NE 68005

RE: Chandler Creek
Rezoning Justification
TD2 File No. 2263-101.3

Ms. Palm:

On behalf of our Client, TKC Chandler LLC, we believe the rezoning request from RS-72 to RD-60 is justified because this proposed development will be compatible with, and complementary to, existing developments that surround this project. The existing developments to the north and east are medium density residential, whereas the existing developments to the south and west are low density residential. The proposed plat meets the zoning requirements for the proposed RD-60 zoning.

Please contact us with further questions, comments or if additional information is required.

If you have any questions, please call our office at (402) 330-8860.

Respectfully submitted,

THOMPSON, DREESSEN & DORNER, INC.



Douglas E. Kellner, P.E.

DEK/bjf

December 17, 2021

RECEIVED
DEC 17 2021
PLANNING DEPT.

Ms. Tammi Palm
Land Use Planner
City of Bellevue Planning Department
1510 Wall Street
Bellevue, NE 68005

RE: Chandler Creek
Recreational Needs of Subdivision
TD2 File No. 2263-101.1

Ms. Palm:

On behalf of our client, TKC Chandler LLC, we are requesting to waive the park requirements for the proposed Chandler Creek Subdivision. Due to the size of the development, any parks associated within would be of undesirable size and could cause potential maintenance issues. There will be no opposition to The City of Bellevue Park contribution fee or other associated park fees.

Please contact us with further questions, comments or if additional information is required.

If you have any questions, please call our office at (402) 330-8860.

Sincerely,

THOMPSON, DREESSEN & DORNER, INC.



Douglas E. Kellner, P.E.

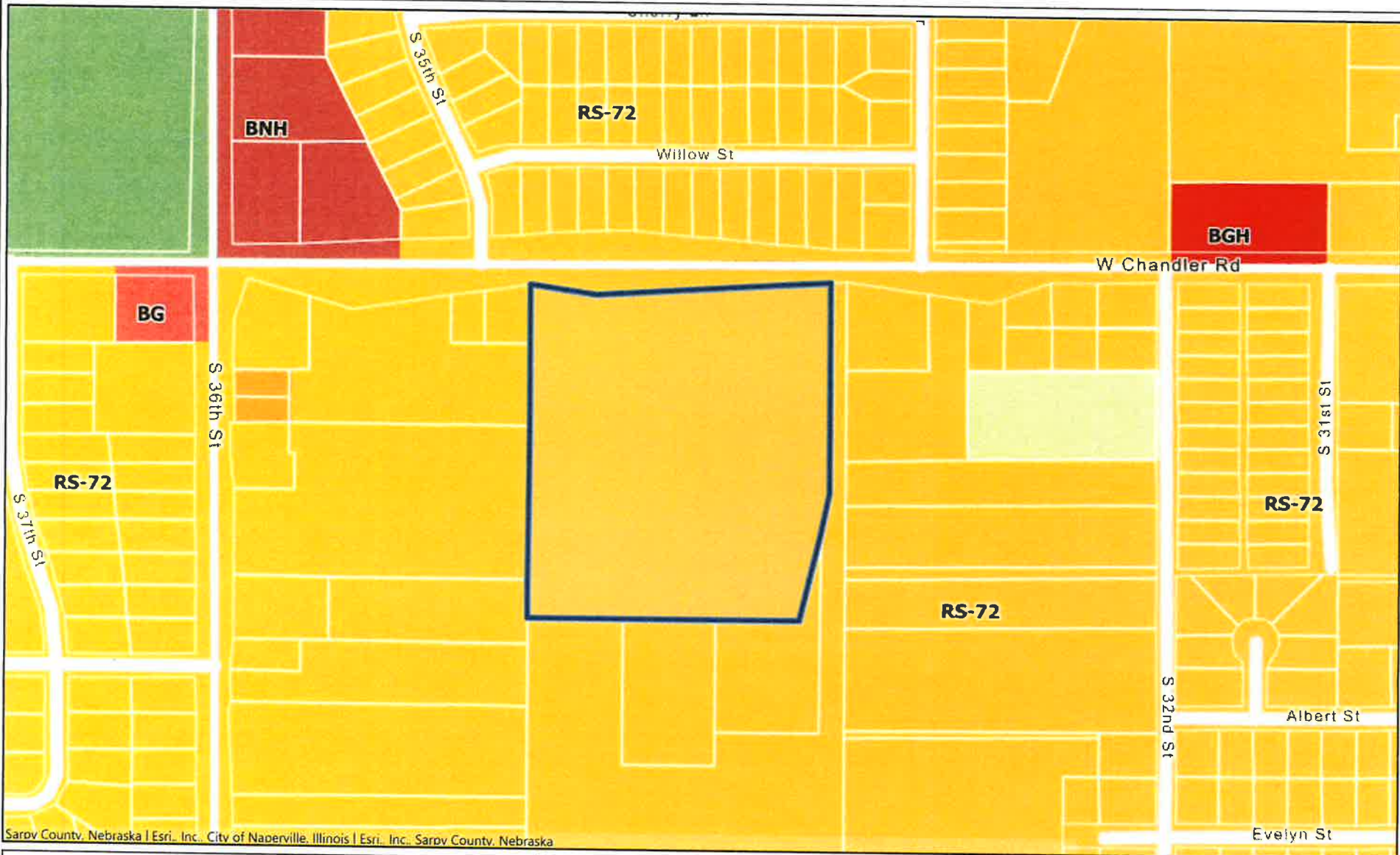
DEK/bjf

Enclosures

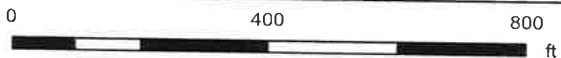


SARPY COUNTY
NEBRASKA

11th Street and W Chandler Rd



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



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



34th Street and W Chandler Rd



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



Map Scale 1: 4514

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Notes



ORDINANCE NO. 4080

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 WEST CHANDLER ROAD AND SOUTH 35TH 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 38, and Outlot A, Chandler Creek, being a platting of Tax Lot H2, located in the Southwest ¼ of Section 16, T14N, R13E of the 6th P.M., Sarpy County, Nebraska

From RS-72 (Single Family Residence - 7,200 Square Foot Zone) to RD-60 (Duplex Residential - 6,000 Square Foot Zone)

(TKC Chandler LLC)

Section 2. This ordinance shall not take effect until such time as the final plat of Chandler Creek 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: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 02/15/2022		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 38, and Outlot A, Chandler Creek, being a platting of Tax Lot H2, located in the Southwest ¼ of Section 16, T14N, R13E of the 6th P.M., Sarpy County, NE, from RS-72 to RD-60 for the purpose of single family residential development; and preliminary plat Lots 1 through 38, and Outlot A, Chandler Creek. Applicant: TKC Chandler, LLC. General location: W Chandler Rd. and S 35th Street.

SYNOPSIS/BACKGROUND:

Tim Tran, on behalf of TKC Chandler LLC, is requesting to rezone and preliminary plat approximately 10 acres of property near South 35th Street and West Chandler Road for the purpose of single family residential development. This property was recently designated blighted and substandard. The applicant is proposing 38 three-bedroom and two-bathroom homes approximately 1,600-1,700 square feet in size.

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: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and Planning Commission are recommending approval.

ATTACHMENTS:

1. PC Recommendation	2. Staff Report	3. Ord. No. 4080
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bay
[Signature]
[Signature]

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12d & 12d.1
3/01/2022

COUNCIL MEETING DATE: 02/15/2022		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 191, and Outlots A through H, Lakewood West, being a platting of the East 1/2 of the Southwest 1/4, together with the Northwest 1/4 of the Southeast 1/4; all located in Section 31, T14N, R13E of the 6th P.M., Sarpy County, NE, from AG to RA, BG, RG-20-PS, RG-50, and RS-72 for the purpose of commercial, multi-family, and single-family residential development; and preliminary plat Lots 1 through 191, and Outlots A through H, Lakewood West. Applicant: Woodsonia Real Estate Inc. General Location: S 54th Street and Hwy 370.

SYNOPSIS/BACKGROUND:

Woodsonia Real Estate Inc. is requesting to rezone and plat approximately 109 acres of land near Highway 370 and South 54th Street for the purpose of commercial, multi-family and single family residential development. Commercial property would front Highway 370, with multi-family immediately to the south, and then transitioning to single family residential lots.

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: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and Planning Commission are recommending approval.

ATTACHMENTS:

1. PC Recommendation	2. Staff Report	3. Ord. No. 4081
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Rollins
[Signature]
[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Woodsonia Real Estate Inc.

CASE #'s: Z-2110-19, and S-2110-24

CITY COUNCIL HEARING DATE: March 1, 2022

REQUEST: to rezone Lots 1 through 191, and Outlots A through H, Lakewood West, being a platting of the East ½ of the Southwest ¼, together with the Northwest ¼ of the Southeast ¼; all located in Section 31, T14N, R13E of the 6th P.M., Sarpy County, NE, from AG to RA, BG, RG-20-PS, RG-50, and RS-72 for the purpose of commercial, multi-family, and single-family residential development; and preliminary plat Lots 1 through 191, and Outlots A through H, Lakewood West.

On January 27, 2022, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

APPROVAL based upon conformance with the Zoning Ordinance, Comprehensive Plan, and Subdivision Regulations, and compatibility with the adjacent development.

VOTE:

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

Planning Commission Hearing (s) was held on: January 27, 2022

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: S-2110-24
Z-2110-19

FOR HEARING OF:
REPORT #1: January 27, 2022
REPORT #2: March 1, 2022

I. GENERAL INFORMATION

A. APPLICANT:

Woodsonia Real Estate, Inc.
20010 Manderson St., Ste. 101
Elkhorn, NE 68022

B. PROPERTY OWNERS:

Timmerman Farms, Inc.
5023 Shannon Drive
Papillion, NE 68133

C. GENERAL LOCATION:

54th Street and Highway 370

D. LEGAL DESCRIPTION:

Lots 1 through 191, and Outlots A through H, Lakewood West, being a platting of the East ½ of the Southwest ¼, together with the Northwest ¼ of the Southeast ¼; all located in Section 31, T14N, R13E of the 6th P.M., Sarpy County, NE.

E. REQUESTED ACTIONS:

1. Request to rezone Lots 1 through 191, and Outlots A through H, Lakewood West, from AG to RA, BG, RG-20-PS, RG-50, and RS-72 for the purpose of commercial, multi-family, and single-family residential development.
2. Preliminary plat Lots 1 through 191, and Outlots A through H, Lakewood West.

F. EXISTING ZONING AND LAND USE:

AG; Vacant/Agricultural and Greenlife Gardens

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain a change in zone and preliminary plat approval to enable commercial, single family and multi-family residential development.

H. SIZE OF SITE:

The site is approximately 109 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The property is presently developed with a single family residence constructed in 1876 and various outbuildings. Additionally, Greenlife Gardens uses a portion of the property for their nursery/office. The majority of the property is used agriculturally.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Single Family Residential/Agricultural, AG
- East:** Vacant/Single Family Residential/Townhome Residential, RS-84-PS, RG-20-PS, and RD-60-PS
- South:** Vacant and Single Family Residential, AG, RS-84-PS, and RD-60-PS
- 2. **West:** Single Family Residential/Vacant/Commercial, AG

C. REVELANT CASE HISTORY:

On January 27, 2022, the Planning Commission recommended approval of a request to rezone Lots 1 through 191, and Outlots A through H, Lakewood West, being a platting of the East ½ of the Southwest ¼, together with the Northwest ¼ of the Southeast ¼; all located in Section 31, T14N, R13E of the 6th P.M., Sarpy County, NE, from AG to RA, BG, RG-20-PS, RG-50, and RS-72 for the purpose of commercial, multi-family, and single-family residential development; and preliminary plat Lots 1 through 191, and Outlots A through H, Lakewood West.

D. APPLICABLE REGULATIONS:

- 1. Section 5.06, Zoning Ordinance, regarding RA uses and requirements.
- 2. Section 5.10, Zoning Ordinance, regarding RS-72 uses and requirements.
- 3. Section 5.12, Zoning Ordinance, regarding RG-50 uses and requirements.
- 4. Section 5.14, Zoning Ordinance, regarding RG-20 uses and requirements.

5. Section 5.22, Zoning Ordinance, regarding BG uses and requirements.
6. Chapter 3, Subdivision Regulations, regarding Preliminary Plats.
7. Chapter 6, Subdivision Regulations, regarding Minimum Design Standards.
8. Chapter 7, Subdivision Regulations, regarding Capital Improvements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan designates this area as being medium density residential, commercial, and mixed use.

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. The current MAPA traffic data information indicates there are 25,300 vehicles per day along both the east and west legs of Highway 370 near the intersection of 48th Street.
2. Access is proposed from South 54th Street, as well as newly constructed extensions of Shannon Drive and Timberridge Drive.

D. UTILITIES:

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

E. ANALYSIS:

1. Drew Snyder, on behalf of Woodsonia Real Estate Inc., has submitted a request to preliminary plat Lots 1 through 191, and Outlots A through H, Lakewood West, for the purpose of commercial, single family and multi-family residential development.
2. The applicant is also requesting a change in zone from AG to BG (General Business), RA (Residential Agriculture), RS-72 (Single Family Residential, 7,200 Square Foot Zone), RG-50 (General Residence, 5,000 Square Foot Zone), and RG-20-PS (General Residence, 2,000 Square Foot Zone – Planned Subdivision) for Lots 1 through 194, and Outlots A through F, Lakewood West.

Lots 1 through 10 and Outlot B will be zoned BG for commercial use along the Highway 370 corridor.

Lots 11 and 12 and Outlots C and D will be zoned RG-20-PS for multi-family residential use. The -PS (Planned Subdivision) overlay requires site plan approval, which will be done separately at a later date once those lots are ready to be developed.

Proposed Lot 13 is developed with Greenlife Gardens. The applicant is requesting a change of zone to RA to allow for the continuation of the nursery/office.

Lots 14 through 76 will be zoned RG-50 to allow for smaller residential lots for single family residential/townhome construction. These smaller lots will serve as a transition from the multi-family zoning to the north and the larger single family residential lots to the south.

Lots 77 through 191 and Outlots E through H will be zoned RS-72 for single family residential development.

All of the lots conform to the minimum requirements of the requested zoning districts.

3. This development is designed to be similar to the existing Lakewood Villages subdivision as far as types of development and zoning designations: commercial frontage along Highway 370 which transitions to multi-family and smaller single family residential lots, with larger single family residential lots on the southern portion of the subdivision.

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 Public Works Department, Sarpy County Planning Director, Sarpy County IS/GIS/Public Safety, Metro Area Planning Agency, Metropolitan Utilities District, CenturyLink, Omaha Public Power District, Black Hills Energy, Cox Communications, Papio-Missouri NRD, and the Papillion LaVista 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.

Sarpy County IS/GIS/Public Safety returned comments in regards to proposed street names. The applicant has since satisfied their concerns.

Cox Communications indicated they have facilities to the north and south of this proposed development. Cox stated "We will run this through our financial model and if it works for us we will fully fund and build this for a fiber to the home deployment. In the off chance that this does not meet our return threshold we would look to come to an agreement with the developer for a cost share."

Public Works Engineering Manager Dean Dunn had technical comments pertaining to the initial drainage, grading, street profiles, storm sewer, paving plans, and preliminary utility plan. The applicant has made the requested revisions.

No other comments were received on this case.

5. The Public Works Engineering Manager has reviewed the grading and drainage plans for this proposed development and found them to be acceptable.

6. A traffic study was submitted by the applicant and reviewed by city staff as well as the Nebraska Department of Transportation.

Based on this study, it is recommended the intersection of 54th Street and Highway 370 be signalized upon full buildout of this development, or by the year 2024. The applicant has included this cost in their Source and Use of Funds documentation. This cost would be 50% reimbursable when the property to the north of the intersection is developed.

Additionally, the study recommends a right-hand turn lane along eastbound Highway 370 at the 54th Street intersection upon full buildout or by the year 2024. It is also recommended an existing westbound left-turn lane be extended to provide 400' of vehicle storage. The developer has planned for these improvements in their Source and Use of Funds.

7. This subdivision will be developed as a Sanitary and Improvement District. A draft copy of the Subdivision Agreement has been submitted by the applicant for staff's review.

8. South 54th Street will be developed as a collector street with a roundabout at the intersection of Fenwick Street as a traffic calming measure.

9. A 10' wide trail will be provided along South 54th Street. This trail will provide connectivity to the existing Lakewood Villages Park as development occurs to the south of this subdivision.

Sidewalks will be provided throughout the subdivision as individual lots are developed. Additionally, sidewalks are shown across the proposed outlots, as well as along Lot 13, which is developed as Greenlife Gardens. This will provide connectivity throughout the development.

10. Based upon the number of acres, this development will require a contribution to the Park Fund in the amount of \$63,527.

11. Staff believes this development is compatible with the surrounding neighborhood.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance, Comprehensive Plan, and Subdivision Regulations, and compatibility with adjacent development.

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance, Comprehensive Plan, and Subdivision Regulations, and compatibility with adjacent development.

VI. ATTACHMENTS TO REPORT

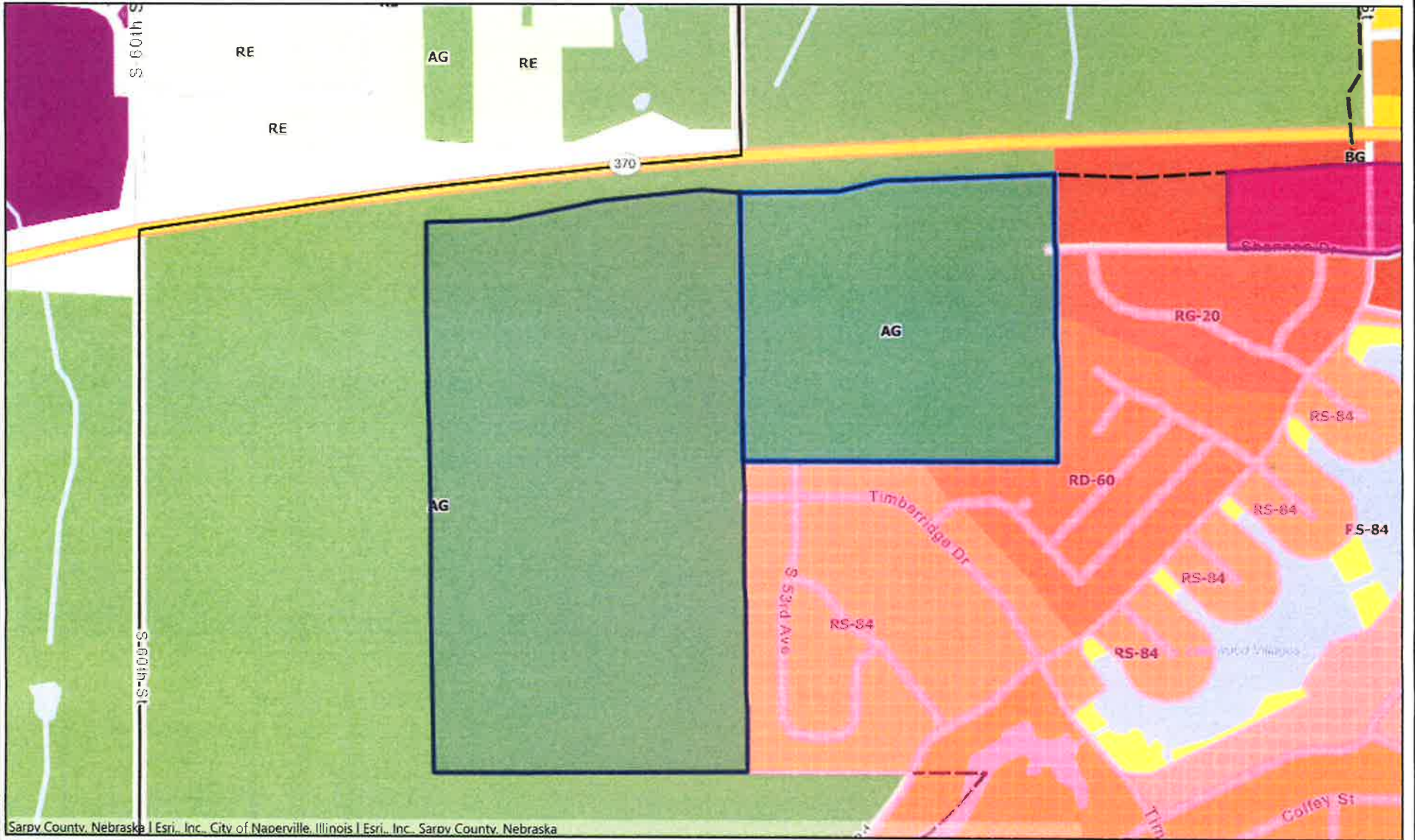
1. Vicinity map/Zoning Map
2. 2020 GIS aerial photo of the property
3. Letter from Drew Snyder dated January 3, 2022
4. Preliminary plat received January 12, 2022
5. Zoning map exhibit received January 12, 2022
6. Email from Stefan Vaida received January 21, 2022

VII. COPIES OF REPORT TO:

1. Woodsonia Real Estate Inc.
2. Timmerman Farms, Inc.
3. Thompson, Dreessen & Dorner, Inc.
4. Larry Jobeun
5. Public Upon Request


Assistant Planning Manager


Planning Manager Date of Report

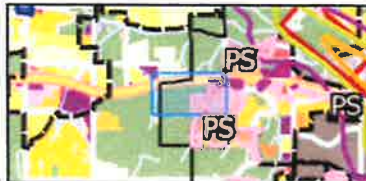


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Notes



November 18, 2021

Ms. Tammi Palm
Land Use Planner
City of Bellevue Planning Department
1510 Wall Street
Bellevue, NE 68005

RE: Lakewood West
Rezoning Justification
TD2 File No. 2069-133

Ms. Palm:

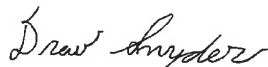
We believe the rezoning request from AG to RA, BG, RG-20-PS, RG-50 and RS-72 is justified because the proposed development will be compatible with, and complementary to, existing and planned developments that are to the east, west and south of this project. The existing and planned developments to the east, west and south are single-family, commercial and multifamily developments.

In addition, the planned development conforms to the City of Bellevue's future land use. Lastly, the proposed plat meets the zoning requirements for RA, BG, RG-20-PS, RG-50 and RS-72.

Please contact us with further questions, comments or if additional information is required.

Respectfully submitted,

Woodsonia Acquisitions, LLC

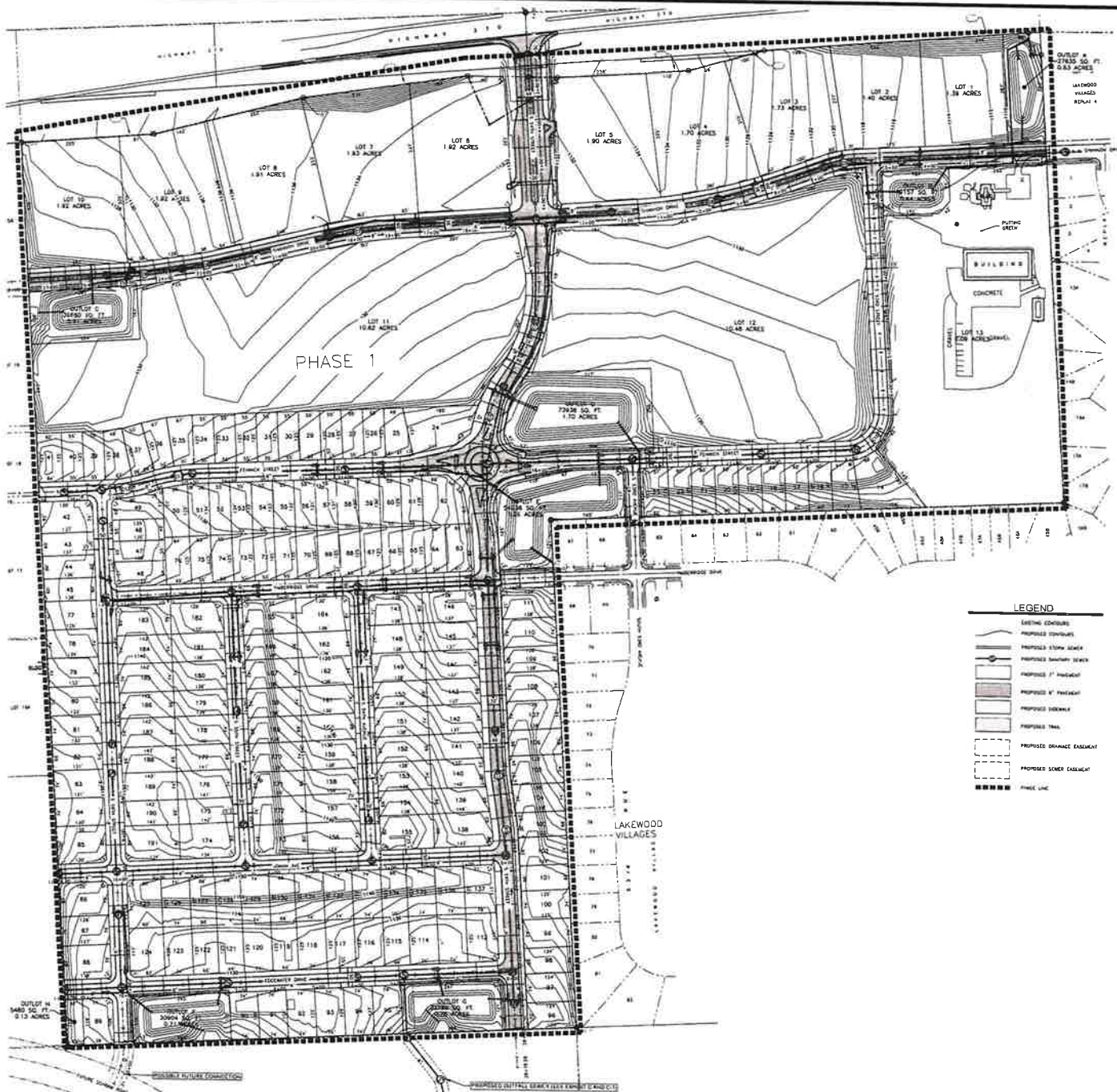


Drew Snyder

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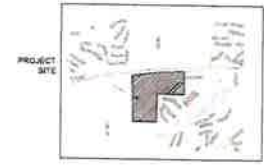
JAN 03 2022

PLANNING DEPT.



LAKEWOOD WEST

LOTS 1 THROUGH 191 AND
OUTLOTS A THROUGH H
SARPY COUNTY, NEBRASKA



VICINITY MAP

SUBDIVIDER
WOODSONIA REAL ESTATE, LLC
2010 UNIVERSITY DRIVE
COLUMBIA, NE 68202

ENGINEER
THOMPSON, DRESSER & DORNER
10836 OLD MILL ROAD
OMAHA, NEBRASKA 68154
PHONE: 402-330-8860

LEGAL DESCRIPTION
LOTS 1 THROUGH 191 AND OUTLOTS A AND B BEING A PART OF THE E 1/4 OF THE SW 1/4 OF SECTION 21, T48N, R10E, TOGETHER WITH THE SW 1/4 OF THE SE 1/4 OF SECTION 21, T48N, R10E, OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

NOTES

1. EXISTING CONTOUR IS AS PROPOSED EXCEPT FOR LOTS 1 THROUGH 18 AND OUTLOT A, WHICH IS AS SHOWN ON THE 1:10,000 SCALE PLAN. ALL OTHER LOTS WILL BE AS SHOWN ON THE 1:10,000 SCALE PLAN.
2. EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 2' VERTICAL INTERVAL AND 50' HORIZONTAL INTERVAL. THE METEOROLOGICAL STATION IS LOCATED AT THE INTERSECTION OF HIGHWAY 330 AND HIGHWAY 270.
3. CONTOUR INTERVAL IS PROPOSED FROM THE DRAINAGE PUBLIC POWER DISTRICT. CONTOUR INTERVAL SHOULD BE AS SHOWN ON THE 1:10,000 SCALE PLAN.
4. EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 2' VERTICAL INTERVAL AND 50' HORIZONTAL INTERVAL. THE METEOROLOGICAL STATION IS LOCATED AT THE INTERSECTION OF HIGHWAY 330 AND HIGHWAY 270.
5. EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 2' VERTICAL INTERVAL AND 50' HORIZONTAL INTERVAL. THE METEOROLOGICAL STATION IS LOCATED AT THE INTERSECTION OF HIGHWAY 330 AND HIGHWAY 270.
6. EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 2' VERTICAL INTERVAL AND 50' HORIZONTAL INTERVAL. THE METEOROLOGICAL STATION IS LOCATED AT THE INTERSECTION OF HIGHWAY 330 AND HIGHWAY 270.
7. EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 2' VERTICAL INTERVAL AND 50' HORIZONTAL INTERVAL. THE METEOROLOGICAL STATION IS LOCATED AT THE INTERSECTION OF HIGHWAY 330 AND HIGHWAY 270.
8. EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 2' VERTICAL INTERVAL AND 50' HORIZONTAL INTERVAL. THE METEOROLOGICAL STATION IS LOCATED AT THE INTERSECTION OF HIGHWAY 330 AND HIGHWAY 270.
9. EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 2' VERTICAL INTERVAL AND 50' HORIZONTAL INTERVAL. THE METEOROLOGICAL STATION IS LOCATED AT THE INTERSECTION OF HIGHWAY 330 AND HIGHWAY 270.
10. EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 2' VERTICAL INTERVAL AND 50' HORIZONTAL INTERVAL. THE METEOROLOGICAL STATION IS LOCATED AT THE INTERSECTION OF HIGHWAY 330 AND HIGHWAY 270.

LEGEND

- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED 12" WATER
- PROPOSED 6" WATER
- PROPOSED SIDEWALK
- PROPOSED TRAIL
- PROPOSED DRAINAGE EASEMENT
- PROPOSED SEWER EASEMENT
- PHASE LINE



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JAN 12 2022
PLANNING DEPT.

TD2
engineering & surveying

thompson, dresser & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 www.td2co.com

Lakewood West

Woodsonia Real Estate

Drawn By: MCM Reviewed By: BPH
Job No: 206-133 Date: 10-15-21

Preliminary Plat

Exhibit A

Tammi Palm

From: Stefan Vaida <svaida1946@gmail.com>
Sent: Friday, January 21, 2022 12:20 PM
To: Tammi Palm
Subject: S 54th Street and Hwy 370

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JAN 21 2022
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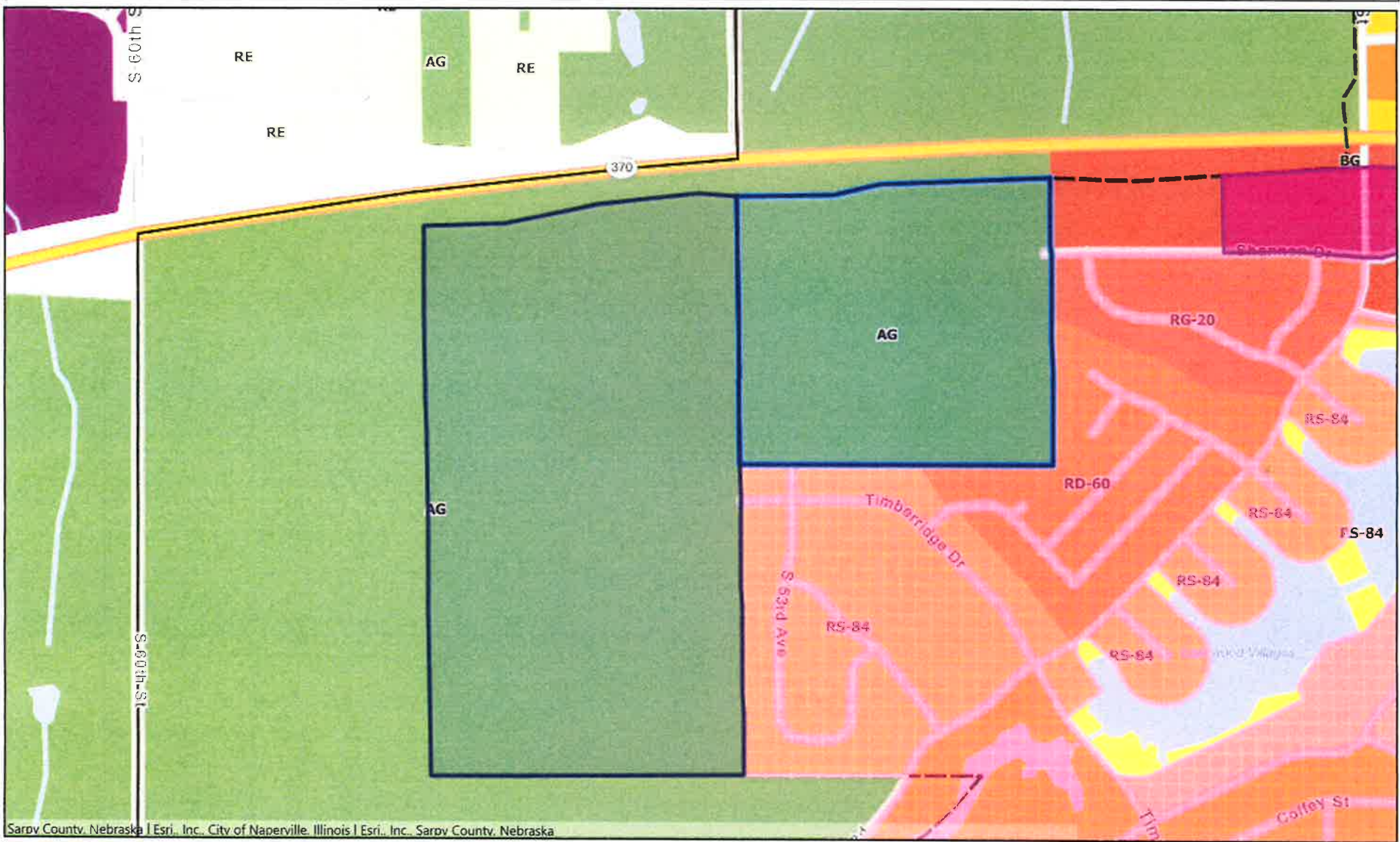
Dear Ms. Palm,

Thank you very much for inviting us to the January 27, 2022, 6:00 pm meeting. Due to some health issues, unfortunately we need to miss that meeting. But my wife Julia and I, would like to express our support in favor of the Woodsonia Real Estate Inc. To Develop the so called "Lakewood West" new project. That would benefit the beautiful city of Bellevue, also it would be good for everybody close to it, as we are.

Thanks very much for approving such great plan for Development.

Sincerely,

Stefan and Julia Vaida, (Lot 3 Replat 4, Lakewood Villages)

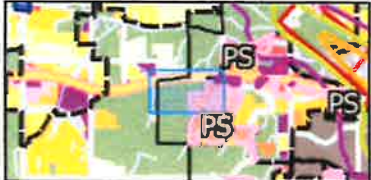


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Notes





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Map Scale 1: 9028

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Notes



ORDINANCE NO. 4081

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 54TH STREET AND HIGHWAY 370, 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:

THAT PART OF THE EAST 1/2 OF THE SW 1/4 AND PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 31, T14N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SW CORNER OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 31;
THENCE N00°50'49"W (ASSUMED BEARING) 1155.30 FEET; THENCE N89°38'17"E 132.79 FEET;
THENCE N74°35'23"E 25.89 FEET; THENCE N89°14'33"E 989.65 FEET;
THENCE N00°45'18"W 302.39 FEET; THENCE N89°50'46"E 386.73 FEET;
THENCE S00°09'14"E 150.00 FEET; THENCE S89°50'46"W 215.01 FEET;
THENCE S00°45'27"E 1320.61 FEET; THENCE S89°38'17"W 1315.86 FEET TO THE POINT OF BEGINNING.

From AG (Agricultural District) to RS-72 (Single-Family Residential – 7,200 Square Foot Zone); AND

THAT PART OF THE EAST 1/2 OF THE SW 1/4 OF SECTION 31, T14N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SW CORNER OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 31;
THENCE N00°50'49"W (ASSUMED BEARING) 1155.30 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING N00°50'49"W 437.02 FEET; THENCE N89°46'15"E 174.81 FEET;
THENCE N85°04'59"E 48.67 FEET; THENCE N75°58'42"E 52.77 FEET;
THENCE N79°24'45"E 67.18 FEET; THENCE N86°24'31"E 67.06 FEET;
THENCE N89°50'46"E 739.15 FEET; THENCE SOUTHWESTERLY ON A NON-TANGENT 383.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S17°12'55"W, CHORD DISTANCE OF 74.89 FEET, AN ARC DISTANCE OF 75.01 FEET; THENCE S00°09'14"E 78.52 FEET;
THENCE N89°50'46"E 25.13 FEET; THENCE S00°45'18"E 302.39 FEET;
THENCE S89°14'33"W 989.65 FEET; THENCE S74°35'23"W 25.89 FEET;
THENCE S89°38'17"W 132.79 FEET TO THE POINT OF BEGINNING.

From AG (Agricultural District) to RG-50 (General Residential – 5,000 Square Foot Zone); AND

THAT PART OF THE EAST 1/2 OF THE SW 1/4 AND PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 31, T14N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SW CORNER OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 31;
THENCE N00°50'49"W (ASSUMED BEARING) 1592.32 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING N00°50'49"W 400.51 FEET; THENCE N89°09'11"E 222.51 FEET;
THENCE NORTHEASTERLY ON A 500.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N86°21'06"E, CHORD DISTANCE OF 48.85 FEET, AN ARC DISTANCE OF 48.89 FEET;
THENCE N83°33'01"E 175.71 FEET; THENCE NORTHEASTERLY ON A 500.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N81°15'04"E, CHORD DISTANCE OF 40.12 FEET, AN ARC DISTANCE OF 40.13 FEET; THENCE N78°57'07"E 311.45 FEET; THENCE NORTHEASTERLY ON A 1000.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N83°35'13"E, CHORD DISTANCE OF 161.62 FEET, AN ARC DISTANCE OF 161.79 FEET; THENCE N88°13'19"E 614.80 FEET; THENCE NORTHEASTERLY ON A 1500.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N80°24'30"E, CHORD DISTANCE OF 407.86 FEET, AN ARC DISTANCE OF 409.13 FEET; THENCE N72°35'40"E 99.93 FEET; THENCE NORTHEASTERLY ON A 300.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N80°54'41"E, CHORD DISTANCE OF 86.79 FEET, AN ARC DISTANCE OF 87.09 FEET;
THENCE N89°13'41"E 35.07 FEET; THENCE S00°45'14"E 651.58 FEET; THENCE SOUTHWESTERLY ON A 100.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S44°32'46"W, CHORD DISTANCE OF 142.16 FEET, AN ARC DISTANCE OF 158.13 FEET; THENCE S89°50'46"W 962.85 FEET; THENCE N00°09'14"W 78.52 FEET; THENCE NORTHEASTERLY ON A 383.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N17°12'55"E, CHORD DISTANCE OF 74.89, AN ARC DISTANCE OF 75.01 FEET;
THENCE S89°50'46"W 739.15 FEET; THENCE S86°24'31"W 67.06 FEET;
THENCE S79°24'45"W 67.18 FEET; THENCE S75°58'42"W 52.77 FEET;
THENCE S85°04'59"W 48.67 FEET; THENCE S89°46'15"W 174.81 FEET TO THE POINT OF BEGINNING.

From Ag (Agricultural District) to RG-20-PS (General Residential – 2,000 Square Foot Zone – Planned Subdivision); AND

THAT PART OF THE EAST 1/2 OF THE SW 1/4 AND PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 31, T14N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 31;

THENCE N00°50'49"W (ASSUMED BEARING) 1992.83 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING N00°50'49"W 356.19 FEET;

THENCE EAST ON THE SOUTH LINE OF HIGHWAY 370 ON THE FOLLOWING DESCRIBED 7 COURSES; THENCE N88°10'56"E 346.12 FEET; THENCE N77°54'08"E 399.20 FEET;

THENCE N84°01'18"E 427.44 FEET; THENCE S86°59'45"E 230.40 FEET;

THENCE N88°47'29"E 337.77 FEET; THENCE N76°09'55"E 202.14 FEET;

THENCE N87°44'51"E 710.31 FEET; THENCE S00°46'19"E 319.50 FEET;

THENCE S89°13'41"W 484.78 FEET; THENCE SOUTHWESTERLY ON A 300.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S80°54'41"W, CHORD DISTANCE OF 86.79 FEET, AN ARC DISTANCE OF 87.09 FEET; THENCE S72°35'40"W 99.93 FEET; THENCE SOUTHWESTERLY ON A 1500.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S80°24'30"W, CHORD DISTANCE OF 407.86 FEET, AN ARC DISTANCE OF 409.13 FEET; THENCE S88°13'19"W 614.80 FEET; THENCE SOUTHWESTERLY ON A 1000.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S83°35'13"W, CHORD DISTANCE OF 161.62 FEET, AN ARC DISTANCE OF 161.79 FEET; THENCE S78°57'07"W 311.45 FEET; THENCE SOUTHWESTERLY ON A 500.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S81°15'04"W, CHORD DISTANCE OF 40.12 FEET, AN ARC DISTANCE OF 40.13 FEET; THENCE S83°33'01"W 175.71 FEET; THENCE SOUTHWESTERLY ON A 500.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S86°21'06"W, CHORD DISTANCE OF 48.87 FEET, AN ARC DISTANCE OF 48.89 FEET;

THENCE S89°09'11"W 222.51 FEET TO THE POINT OF BEGINNING.

From AG (Agricultural District) to BG (General Business District); AND

THAT PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 31, T14N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE CORNER OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 31;
THENCE S89°50'46"W (ASSUMED BEARING) 352.25 FEET; THENCE N38°52'09"W 220.41 FEET; THENCE NORTHERLY ON A NON-TANGENT 100.00 FOOT RADIUS CURVE TO THE LEFT; CHORD BEARING N25°11'19"E, CHORD DISTANCE OF 87.49 FEET, AN ARC DISTANCE OF 90.56 FEET;
THENCE N00°45'14"W 651.58 FEET; THENCE N89°13'41"E 449.71 FEET; THENCE S00°46'19"E 907.50 FEET TO THE POINT OF BEGINNING.

From AG (Agricultural District) to RA (Residential Agricultural District – Five Acre Zone); AND

THAT PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 31, T14N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SE CORNER OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 31; THENCE S89°50'46"W (ASSUMED BEARING) 352.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°50'46"W 751.39 FEET; THENCE N00°09'14"W 150.00 FEET; THENCE N89°50'46"E 550.99 FEET; THENCE NORTHEASTERLY ON A 100.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N70°29'19"E, CHORD DISTANCE OF 66.29 FEET, AN ARC DISTANCE OF 67.57 FEET; THENCE S38°52'09"E 220.41 FEET TO THE POINT OF BEGINNING.

From AG (Agricultural District) to RG-50 (General Residential – 5,000 Square Foot Zone)

(Woodsonia Real Estate, Inc.)

Section 2. This ordinance shall not take effect until such time as the final plat of Lakewood West 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: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12d & 12d.1
3/01/2022

COUNCIL MEETING DATE: 02/15/2022		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 191, and Outlots A through H, Lakewood West, being a platting of the East 1/2 of the Southwest 1/4, together with the Northwest 1/4 of the Southeast 1/4; all located in Section 31, T14N, R13E of the 6th P.M., Sarpy County, NE, from AG to RA, BG, RG-20-PS, RG-50, and RS-72 for the purpose of commercial, multi-family, and single-family residential development; and preliminary plat Lots 1 through 191, and Outlots A through H, Lakewood West. Applicant: Woodsonia Real Estate Inc. General Location: S 54th Street and Hwy 370.

SYNOPSIS/BACKGROUND:

Woodsonia Real Estate Inc. is requesting to rezone and plat approximately 109 acres of land near Highway 370 and South 54th Street for the purpose of commercial, multi-family and single family residential development. Commercial property would front Highway 370, with multi-family immediately to the south, and then transitioning to single family residential lots.

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: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and Planning Commission are recommending approval.

ATTACHMENTS:

- | | | |
|----------------------|-----------------|------------------|
| 1. PC Recommendation | 2. Staff Report | 3. Ord. No. 4081 |
| 4. | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Rollins
[Signature]
[Signature]

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 06/15/2021		SUBMITTED BY: Legal Department	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:
Ordinance No. 4082, an ordinance to amend Section 6-1 of Chapter 6 of the Bellevue Municipal Code regarding trapping restrictions and to provide an effective date.

SYNOPSIS/BACKGROUND:
This ordinance is being introduced to amend the current permitting requirements for trapping within city limits. Currently, in order to trap within City limits, one must apply for a permit through the Clerk's office, have an inspection of the trapping area by Bellevue Police Department, and obtain City Council approval. The amendment would maintain the current restrictions on trapping locations and types of permissible traps, but would defer trapping seasons and trapping permit approval to the standards and permitting requirements set out by Nebraska Game and Parks Commission, the agency which is responsible for processing and issuing hunting and trapping permits in the State. Citizens will no longer be required to obtain a separate permit through City Council.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:
Approve Ordinance No. 4082
Request from legal to suspend rules, hold public hearing tonight, and vote after public hearing.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____
 FINANCE APPROVAL AS TO FORM: _____
 ADMINISTRATOR APPROVAL AS TO FORM: _____

[Handwritten signatures: Ryan Mether and Mark West]

ORDINANCE NO. 4082

AN ORDINANCE TO AMEND SECTION 6-1 OF THE BELLEVUE MUNICIPAL CODE REGARDING TRAPPING RESTRICTIONS; 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 6-1 of Chapter 6, Article I of the Bellevue Municipal Code is hereby amended to read as follows:

§ 6-1 ANIMAL CARE.

(A) No owner shall fail to provide his animals with sufficient good and wholesome food and water, proper shelter and protection from the weather, veterinary care when needed to prevent suffering and with humane care and treatment.

(B) No person shall beat, cruelly ill-treat, torment, overload, overwork or otherwise abuse an animal, or cause, instigate or permit any dogfight, cockfight, bullfight or other combat between animals or between animals and humans.

(C) No owner of an animal shall abandon such animal.

(D) Chickens or ducklings younger than eight weeks of age may not be sold in quantities of less than 25 to a single purchaser.

(E) No person shall give away any live animal, fish, reptile or bird as a prize for, or as an inducement to enter any contest, game or other competition; or as an inducement to enter a place of amusement; or offer such vertebrate as an incentive to enter into any business agreement whereby the offer was for the purpose of attracting trade.

(F) No person shall set within the city any leg-hold traps other than the type generally recognized as rodent control devices, except as provided below. Nothing in this section shall prohibit federal, state or local authorities from trapping nuisance or dangerous animals as such authorities deem necessary under the circumstances.

(1) Animal trapping shall be limited to the hunting and trapping season(s) ~~beginning November 1 and continue through the last day of February the following year, as provided by State Statute~~ as prescribed by Nebraska State Statute(s) and the Nebraska Game and Parks Commission.

(2) Trap sets shall be limited to snare and metal box traps.

(3) No traps shall be permitted on any land without written permission from the owner or all owners of property where the trap line is to be run.

(4) No trap set shall be permitted within 200 feet of any occupied building without written permission from the owner.

(5) No trap shall be set within 200 feet of any public park, designated forest or any feral cat community approved by the city council.

(6) Each trap shall be properly tagged according to Nebraska State Statute and the Nebraska Game and Parks Commission.

(7) ~~Due to the length of trap runs, an aerial map taken from Sarpy County GIS, Google Earth, or other recognized internet map service, of the property(s) where trap sets are to be installed shall be provided with the application delineating where each trap has been set.~~ Traps shall be set in full

compliance with any and all licensing and permit requirements of Nebraska State Statute(s) and Nebraska Game and Parks Commission.

~~—(8) Any person desiring to set a trap within the city shall make application to the city clerk for a permit which shall be reviewed by the Bellevue Police Department and approved by the city council.~~

~~(9)~~(8) If any domestic pet or animal is taken in a trap set, the incident shall be immediately reported to the Bellevue Police Department.

(G) No person shall expose any known poisonous substance, whether mixed with food or not, so that the same shall be liable to be eaten by any animal, provided that it shall not be unlawful for a person to expose on his own property common rat poison mixed only with vegetable substances.

ADOPTED by the Mayor and City Council this ___ day of _____ 2022.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

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

City Attorney

ORDINANCE NO. 4082

AN ORDINANCE TO AMEND SECTION 6-1 OF THE BELLEVUE MUNICIPAL CODE REGARDING TRAPPING RESTRICTIONS; 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 6-1 of Chapter 6, Article I of the Bellevue Municipal Code is hereby amended to read as follows:

§ 6-1 ANIMAL CARE.

- (A) No owner shall fail to provide his animals with sufficient good and wholesome food and water, proper shelter and protection from the weather, veterinary care when needed to prevent suffering and with humane care and treatment.
- (B) No person shall beat, cruelly ill-treat, torment, overload, overwork or otherwise abuse an animal, or cause, instigate or permit any dogfight, cockfight, bullfight or other combat between animals or between animals and humans.
- (C) No owner of an animal shall abandon such animal.
- (D) Chickens or ducklings younger than eight weeks of age may not be sold in quantities of less than 25 to a single purchaser.
- (E) No person shall give away any live animal, fish, reptile or bird as a prize for, or as an inducement to enter any contest, game or other competition; or as an inducement to enter a place of amusement; or offer such vertebrate as an incentive to enter into any business agreement whereby the offer was for the purpose of attracting trade.
- (F) No person shall set within the city any leg-hold traps other than the type generally recognized as rodent control devices, except as provided below. Nothing in this section shall prohibit federal, state or local authorities from trapping nuisance or dangerous animals as such authorities deem necessary under the circumstances.
- (1) Animal trapping shall be limited to the hunting and trapping season(s) as prescribed by Nebraska State Statute(s) and the Nebraska Game and Parks Commission.
- (2) Trap sets shall be limited to snare and metal box traps.
- (3) No traps shall be permitted on any land without written permission from the owner or all owners of property where the trap line is to be run.
- (4) No trap set shall be permitted within 200 feet of any occupied building without written permission from the owner.
- (5) No trap shall be set within 200 feet of any public park, designated forest or any feral cat community approved by the city council.
- (6) Each trap shall be properly tagged according to Nebraska State Statute and the Nebraska Game and Parks Commission.
- (7) Traps shall be set in full compliance with any and all licensing and permit requirements of Nebraska State Statute(s) and Nebraska Game and Parks Commission.
- (8) If any domestic pet or animal is taken in a trap set, the incident shall be immediately reported to the Bellevue Police Department.
- (G) No person shall expose any known poisonous substance, whether mixed with food or not, so that the same shall be liable to be eaten by any animal, provided that it shall not be unlawful for a person to expose on his own property common rat poison mixed only with vegetable substances.

ADOPTED by the Mayor and City Council this ___ day of _____ 2022.

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.
3/01/2022

COUNCIL MEETING DATE: 03/01/2022		SUBMITTED BY: Legal		
AGENDA ITEM:	CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	ORDINANCE	<input checked="" type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Ordinance No. 4083, an Ordinance to amend Section 20-15 through 20-20 of the City Code by changing applicable code numbers and adding Section 20-20.1 to correct a previous error with numbering in Ordinance No. 4058 and 4041.

SYNOPSIS/BACKGROUND:

Ordinance No. 4083 is intended to correct code section numbering errors that were inadvertently mis-numbered in Ordinance 4058 and 4041. By passing Ordinance 4083, the ordinance will be in line with the codified version and will simply re-number code sections so Section 20-15 is not duplicated.

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 4083.
Request from legal to suspend rules, hold public hearing tonight, and vote after public hearing.

ATTACHMENTS:

1. 2. 3.

4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Ray Mathes

Mark Elliot

ORDINANCE NO. 4083

AN ORDINANCE TO AMEND SECTION 20-15 THROUGH 20-20 OF THE BELLEVUE MUNICIPAL CODE BY CHANGING APPLICABLE SECTION NUMBERS AND TO ADD A NEW SECTION TO ARTICLE I, CHAPTER 20, OF THE BELLEVUE MUNICIPAL CODE BY ADDING NEW SECTIONS §20-20.1 TO CORRECT A PREVIOUS ERROR WITH SECTION NUMBERS IN ORDINANCE NO. 4058 AND ORDINANCE NO. 4041, TO REPEAL ALL PREVIOUS VERSIONS OF THE SAME 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 Sections §20-15 through §20-20 of Chapter 20, Article I of the Bellevue Municipal Code is hereby amended to read follows, which amendment corrects code section errors from Ordinance 4058 and Ordinance 4041:

§ 20-15 FAILURE TO APPEAR.

(A) It shall be unlawful for any person who has been charged with a violation of an ordinance of the city, issued a citation, or in any other manner set at liberty, with or without posting bail, upon the condition that such person will subsequently appear in court at a specific time and place, to purposely or knowingly fail or refuse to appear at that time and place to answer any charge(s) brought against them under the Code of the City of Bellevue.

(B) Any person who purposely or knowingly fails or refuses to appear at the time and place to answer any citation or charge(s) brought against them as required by this section shall be punished by a fine of not more than \$500.00, or by imprisonment for not more than three (3) months, or by both such fine and imprisonment.

§20-16-15 HORNS, SIGNALING DEVICES, DRUMS, RADIOS, PHONOGRAPHS, ETC.

(A) It shall be unlawful to do any of the following:

- (1) Sound any horn, drum or signaling device which creates any unreasonably loud or harsh sound and the sounding of any such device, horn or drum is for any unnecessary and unreasonable period of time. This section shall not apply to:
 - a) The use of any such signaling device or horn as a danger warning,
 - b) The use of any such signaling device or horn during the participation of a sporting event or other school function if being used in connection with the operations of the sporting event or school function,
 - c) The use of any horn, whistle or other device operated by engine exhaust, or
 - d) The use of any such signaling device when traffic is for any reason held up.
- (2) To use, operate or permit to be played, used or operated any radio receiving set, musical instrument, phonograph or other machine or device for the producing of sound in such manner as to disturb the peace, quiet and comfort of the neighboring inhabitants or at any time with louder volume than is necessary for convenient hearing for the person or persons who are in the room, vicinity, vehicle or chamber

in which such machine or device is operated and who are voluntarily listeners thereto.

- (3) To operate any such horn, drum, signaling device, radio, musical instrument, phonograph, or other machine or device between the hours of 11:00 p.m. and 7:00 a.m. in such a manner as to be plainly audible at a distance of 50 feet from the building, structure or vehicle in which it is located shall be prima facie evidence of a violation of this article.

(B) Waiver.

- (1) This section shall not apply when:

- a) The city council finds and declares that it is in the best interests of the general public and welfare that subsection (A), (B) and/or (C) be waived after proper consideration of the facts and circumstances surrounding certain events to be held at public-use facilities,
- b) The city council waives the above provisions so as to permit the use, operation, or playing of any such radio receiving set, musical instrument, phonograph, or other machine or device for the production of sound at any fully enclosed, public-use facility during the hour from 11:00 p.m. to 12:00 a.m. (midnight); upon the application and approval of any eligible organization or individual,
- c) Application is made by any individual or organization for the use of a city-owned facility and said waiver and application is submitted to the city clerk and after being scheduled to be heard during a regularly scheduled city council meeting, the city council determines whether or not it is in the general public interest to grant the said one-hour waiver.

§20-17 ~~16~~ YELLING, SHOUTING, ETC.

It shall be unlawful to yell, shout, hoot, whistle or sing on the public streets, particularly between the hours of 11:00 p.m. and 7:00 a.m., or at any time or place so as to annoy or disturb the quiet comfort or repose of persons in any office, or in any dwelling, hotel or other type of residence or of any persons in the vicinity.

§20-18 ~~17~~ EXHAUSTS, BLOWERS, DEFECT IN VEHICLE, LOAD, ETC.

It shall be unlawful to:

- (A) Discharge into the open air the exhaust of any steam engine, stationary internal combustion engine, motor boat or motor vehicle except through a muffler or other device which will effectively prevent loud or explosive noises therefrom,
- (B) To use any automobile, motorcycle or vehicle so out of repair, so loaded or in such manner as to create loud and unnecessary grating, grinding, rattling or other noise.
- (C) to operate any noise-creating blower or power fan or any internal combustion engine, the operation of which causes noise due to the explosion of operating gases or fluids, unless

the noise from such blower or fan is muffled and such engine is equipped with a muffler device sufficient to deaden such noise.

§20-19 ~~18~~ BUILDING CONSTRUCTION, REPAIR

It shall be unlawful to erect (including excavation), demolish, alter, or repair any building other than between the hours of 7:00 a.m. and 6:00 p.m. on weekdays, except in case of urgent necessity in the interest of public health and safety. If building construction as outlined above occurs outside of the specified hours, it shall only be allowed with a permit from the building inspector, which permit may be granted for a period not to exceed three days or less while the emergency continues and which permit may be renewed for periods of three days or less while the emergency continues. If the building inspector should determine that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways within the hours of 6:00 p.m. and 7:00 a.m., and if he shall further determine that loss or inconvenience would result to any party in interest, he may grant permission for such work to be done within the hours of 6:00 p.m. and 7:00 a.m., upon application being made at the time the permit for the work is awarded or during the progress of the work. Showing a valid permit is an affirmative defense to a violation under this section.

§20-20 ~~19~~ PILE DRIVERS, HAMMERS, ETC.

It shall be unlawful to operate between the hours of 10:00 p.m. and 7:00 a.m. any pile driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist or other appliance, the use of which is attended by loud or unusual noise.

Section 2. That Sections §20-20.1 of Chapter 20, Article I of the Bellevue Municipal Code is hereby added (to correct a prior code number error) to read follows:

§20-20.1 ~~20~~ OBSTRUCTING DRIVEWAYS, ALLEYS, SIDEWALKS, ETC.

It shall be unlawful to interfere with, obstruct, stop, or stand on any public right-of-way, public or private street, alley, highway, sidewalk, driveway, stream, ditch or drainage:

- (A) In any manner that would interfere with ingress or egress of said public right-of-way, public or private street, alley, highway, sidewalk, driveway, stream, ditch or drainage,
- (B) Within two feet of either side of the opening of a private driveway, public driveway or established alley,
- (C) Within any intersection of a street, highway, roadway or sidewalk area in any manner which interferes with the use thereof by the public.

The restrictions in this section shall not apply to city and welfare departments engaged in the interest of public safety and emergency, obstructions during public events such as parades wherein a street or sidewalk is closed for such event.

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 _____ 2022.

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

14a.
3/01/2022

COUNCIL MEETING DATE: 03/01/2022		SUBMITTED BY: Tammi Palm	Planning Department		
AGENDA ITEM:	CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>	
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input type="checkbox"/>	PUBLIC HEARING	<input checked="" type="checkbox"/>
RESOLUTION	<input type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Request for site plan approval for Lots 1 through 63, and Outlots A through C, Belle Lago Replat 2, being a replat of Lots 1 through 72, and Outlots A and B, Belle Lago Replat 1, for the purpose of multi-family development; preliminary plat Lots 1 through 63, and Outlots A through C, Belle Lago Replat 2; and final plat Lots 1 through 63, and Outlots A through C, Belle Lago Replat 2. Applicant: HRC Belle Lago Brownstones, LLC.

SYNOPSIS/BACKGROUND:

Dave Vogtman, on behalf of HRC Belle Lago Brownstones, LLC is requesting site plan approval and replatting for the purposes of constructing 63 single family attached townhome units. Site plan approval was originally granted on this property for a 120-unit apartment complex. The proposed density is significantly less, and is in conformance with the RG-8-PS zoning of the property.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

The Planning Department and Planning Commission

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:

Amy Mather

Mark Elliot

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: HRC Belle Lago Brownstones, LLC
CASE #'s: S-2112-31, S-2112-32, and Z-2112-26
CITY COUNCIL HEARING DATE: March 1, 2022

REQUEST: for site plan approval for Lots 1 through 63, and Outlots A through C, Belle Lago Replat 2, being a replat of Lots 1 through 72, and Outlots A and B, Belle Lago Replat 1, for the purpose of multi-family development; preliminary plat Lots 1 through 63, and Outlots A through C, Belle Lago Replat 2; and final plat Lots 1 through 63, and Outlots A through C, Belle Lago Replat 2.

On January 27, 2022, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, and a lack of perceived negative impact to the surround area and completion of the technical deficiency.

VOTE:

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

Planning Commission Hearing (s) was held on: January 27, 2022

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: S-2112-31
S-2112-32
Z-2112-26

FOR HEARING OF:
REPORT #1: January 27, 2022
REPORT #2: March 1, 2022

I. GENERAL INFORMATION

A. APPLICANT:

HRC Belle Lago Brownstones, LLC
Attn: Dave Vogtman
9719 Giles Road, Ste 102
LaVista, NE 68128

B. PROPERTY OWNER:

HRC Belle Lago Brownstones, LLC
9719 Giles Road, Ste 102
LaVista, NE 6812

C. GENERAL LOCATION:

48th Street and Capehart Road

D. LEGAL DESCRIPTION:

Lots 1 through 63, and Outlots A through C, Belle Lago Replat 2, being a replat of Lots 1 through 72, and Outlots A and B, Belle Lago Replat 1, located in the Northwest ¼ of Section 8, T13N, R13E of the 6th P.M., Sarpy County, NE.

E. REQUESTED ACTIONS:

1. Site plan approval for Lots 1 through 63, and Outlots A through C, Belle Lago Replat 2.
2. Preliminary plat Lots 1 through 63, and Outlots A through C, Belle Lago Replat 2, being a replat of Lots 1 through 72, and Outlots A and B, Belle Lago Replat 1.
3. Final plat Lots 1 through 63, and Outlots A through C, Belle Lago Replat 2, being a replat of Lots 1 through 72, and Outlots A and B, Belle Lago Replat 1.

F. EXISTING ZONING AND LAND USE:

RG-8-PS, Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain a change in zone, preliminary plat, and final plat approval to enable multi-family townhome residential development.

H. SIZE OF SITE:

The site is approximately 8.3 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently vacant.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Capehart Road right-of-way
2. **East:** Single Family Residential, RG-50-PS
3. **South:** Single Family Residential across Lawnwood Drive, RG-50-PS
4. **West:** 48th Street right-of-way

C. REVELANT CASE HISTORY:

1. On March 23, 2017, the Planning Commission recommended approval of a request to rezone Lots 1 through 75, and Outlots A through F, Belle Lago, being a platting of Tax Lot 15, except the irregular 400; located in the Northwest $\frac{1}{4}$ of Section 8, T13N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to RG-50; and preliminary plat Lots 1 through 75, and Outlots A through F, Belle Lago. On April 24, 2017 the City Council approved the aforementioned request.
2. On August 24, 2017, the Planning Commission recommended approval of a request to rezone Lots 1 through 107, and Outlots A through H, Belle Lago, being a platting of Tax Lot 14 and Tax Lot 15, located in part of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$, Section 8, T13N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to RE, RG-50-PS, and RG-28-PS; site plan approval for the purpose of single family residential and multi-family residential development; and preliminary plat Lots 1 through 107, and Outlots A through H, Belle Lago. On October 9, 2017, the City Council approved the aforementioned request.
3. On October 19, 2017, the Planning Commission recommended approval of a request to final plat Lots 1 through 81, and Outlots A through H, Belle Lago, being a

platting of Tax Lots 14 and 15, located in the Northwest $\frac{1}{4}$ of Section 8, T13N, R13E of the 6th P.M., Sarpy County, Nebraska. On November 13, 2017, the City Council approved the aforementioned request.

4. On December 20, 2018, the Planning Commission recommended approval of a request to rezone Lots 1 through 121, and Outlots A through G, Belle Lago South, being a replat of Lots 20 through 22, and Outlots B, G, and H, Belle Lago, and a platting of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, all located in Section 8, T13N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to RG-50-PS to RG-50-PS for residential development; and preliminary plat Lots 1 through 121, and Outlots A through G, Belle Lago South.

5. On August 22, 2019, the Planning Commission continued a request to rezone Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1, being a replat of Lot 81, and Outlot F, Belle Lago, from RG-50-PS and RG-28-PS, to RG-8-PS for the purpose of multi-family residential development, with site plan approval; preliminary plat Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1; and final plat Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1, to the September 26, 2019 Planning Commission meeting.

6. On September 26, 2019, the Planning Commission recommended approval of a request to rezone Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1, being a replat of Lot 81, and Outlot F, Belle Lago, from RG-50-PS and RG-28-PS, to RG-8-PS for the purpose of multi-family residential development, with site plan approval; preliminary plat Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1; and final plat Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1.

7. On January 27, 2022, the Planning Commission recommended approval of a request for site plan approval for Lots 1 through 63, and Outlots A through C, Belle Lago Replat 2, being a replat of Lots 1 through 72, and Outlots A and B, Belle Lago Replat 1, for the purpose of multi-family development; preliminary plat Lots 1 through 63, and Outlots A through C, Belle Lago Replat 2; and final plat Lots 1 through 63, and Outlots A through C, Belle Lago Replat 2.

D. APPLICABLE REGULATIONS:

1. Section 5.15, Zoning Ordinance, regarding RG-8 uses and requirements.
2. Section 5.17, Zoning Ordinance, regarding -PS uses and requirements.
3. Chapter 3, Subdivision Regulations, regarding Preliminary Plats.
4. Chapter 6, Subdivision Regulations, regarding Minimum Design Standards.
5. Chapter 7, Subdivision Regulations, regarding Capital Improvements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. MAPA does not show interchange volume for this area.
2. Access will be from two points along Lawnwood Drive. There will be no direct access to 48th Street from this development.

D. UTILITIES:

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

E. ANALYSIS:

1. Dave Vogtman, on behalf of HRC Belle Lago Brownstones, LLC, has submitted a request to preliminary plat and final plat Lots 1 through 63, and Outlots A through C, Belle Lago Replat 2.
2. In conjunction with the platting, the applicant is also requesting site plan approval for Lots 1 through 63, and Outlots A through C, Belle Lago Replat 2, for the purpose of multi-family development.

The setbacks in the RG-8-PS zone would be as follows:

Front Yard	15 feet
Rear Yard	10 feet
Side Yard	3 feet
Street Side Yard	5 feet

3. The applicant is proposing single family attached townhome units, with each unit on its own lot. Proposed elevations have been provided by the applicant and are attached to this report. The applicant will be required to follow Section 8.12, Zoning Ordinance, regarding design standards. This will be reviewed during the building permit process.

4. The originally approved site plan for this property was for a 120 unit apartment complex with RG-28-PS zoning. An approved site plan from 2019 shows 72 townhome units. The current application is a reduction in density from the previously approved site plans.

5. The private streets and common areas will be maintained by a Home Owner's Association and will not be the responsibility of the city. There are notes on the final plat stating such.

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, Sarpy County Planning Director, Sarpy County Public Works Department, Sarpy County IS/GIS/Public Safety, Metro Area Planning Agency, Metropolitan Utilities District, CenturyLink, Omaha Public Power District, Black Hills Energy, Cox Communications, Papio NRD, and the 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.

The Public Works Department requested technical revisions to the preliminary plat, paving exhibit and profiles, storm sewer exhibit, preliminary grading, and sanitary sewer. The applicant's engineer has since satisfied these comments.

No other comments were received on this case.

7. The access for this development will be from two newly created private street connections off of Lawnwood Drive. This development will have no direct access to South 48th Street or Capehart Road.

8. A landscape plan has been submitted and is in conformance with the Zoning Ordinance regulations.

9. Staff believes this development is compatible with the surrounding neighborhood.

10. A lot of communication was received regarding the potential for increased traffic near the intersection of 48th Street/Capehart Road. This request represents an almost 50% reduction in the number of units originally approved for this property in 2017.

The 48th Street/Capehart Road intersection is in Sarpy County's jurisdiction. Staff has been in contact with the Sarpy County Public Works Department. Senior Engineer Zach Hergenrader has indicated the County would facilitate an updated traffic study for the area. This would be the first step in determining the need for signalization and/or necessary improvements. Staff will continue to follow up with Sarpy County Public Works on this matter.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

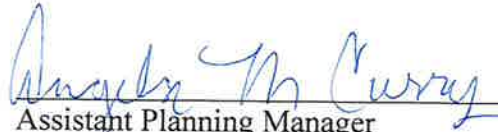
APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, and lack of perceived negative impact to the surrounding area.

VI. ATTACHMENTS TO REPORT

1. Zoning Map/Vicinity Map
2. 2020 GIS aerial photo of the property
3. Letter from Jeff Stoll received December 27, 2021
4. Preliminary plat received January 19, 2022
5. Final plat received January 19, 2022
6. Site plan received January 19, 2022
7. Landscape plan received January 19, 2022
8. Proposed building elevations received December 27, 2021
9. Email from Wendy Patterson received January 24, 2022
10. Email from Deborah Lebbert received January 24, 2022
11. Email from Jessica Croteau received January 26, 2022
12. Letter from John Thor received January 26, 2022
13. Letter from Pete Thoma received January 26, 2022
14. Email from Stacy Schoonover received January 26, 2022
15. Email from Tara Szymanski-Bird received January 26, 2022
16. Email from Lynette Lightfoot received January 26, 2022
17. Email from Lindsey Johnson received January 26, 2022
18. Email from Kathie Jacobson received January 26, 2022
19. Letter from Jesse Bird received January 26, 2022
20. Letter from Rick Reagan received January 26, 2022
21. Email from Gary Bittner received January 26, 2022
22. Email from Trish Edwards received January 27, 2022
23. Email from Jessie Evans received January 27, 2021
24. Letter from Shanda and Matthew Clark received January 27, 2022
25. Email from Angela Loftus received January 27, 2022
26. Letter from Jessie and Allison Evans received January 27, 2022

VII. COPIES OF REPORT TO:

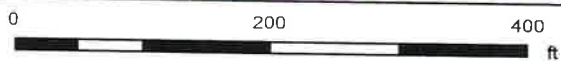
1. HRC Belle Lago Brownstones, LLC (Dave Vogtman)
2. E & A Consulting Group, Inc. (Jeff Stoll)
3. Fullenkamp, Doyle, and Jobeun (Larry Jobeun)
4. Public Upon Request

 2/18/22
Assistant Planning Manager Date of Report

 02/18/22
Planning Manager Date of Report

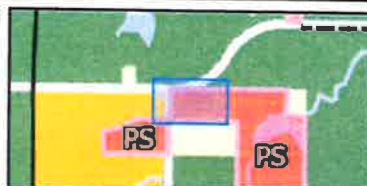


Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska



Map Scale 1: 2257

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



Notes





E & A CONSULTING GROUP, INC.
Engineering Answers

RECEIVED
DEC 27 2021
PLANNING DEPT.

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154-3950
P 402.895.4700 • F 402.895.3599
www.eacg.com

December 23, 2021

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

RE: Belle Lago Replat 3 – Preliminary Plat, Final Plat and Change of Zone Submittal
E&A File: P2016.541.003

Dear Tammi,

On behalf of our client, HRC Belle Lago Brownstones, LLC, we hereby submit an application for the above referenced project. The subject property is located near 48th Street & Capehart Road, this is a replatting of Belle Lago Replat 1. This proposed plat is a similar concept to the previously approved plat back in April 2020, with this submittal we request to update the PS plan for the development. By reducing the amount of infrastructure needed from the original plan, this will help keep the proposed units more affordable for a potential home buyer.

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

Sincerely,
E & A Consulting Group, Inc

Jeff Stoll
Platting Services Assistant Manager

RECEIVED

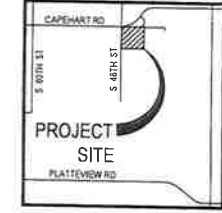
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PLANNING DEPT.

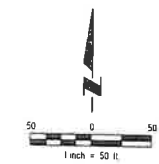
BELLE LAGO REPLAT 2

LOTS 1 THRU 63 & OUTLOT "A" THRU "C" INCLUSIVE
BEING A REPLAT OF LOTS 1 THRU 72 INCLUSIVE AND OUTLOTS "A" AND OUTLOT "B" BELLE LAGO REPLAT 1 A SUBDIVISION LOCATED IN PART OF THE NW1/4 OF SECTION 26, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M. SARP COUNTY, NEBRASKA.

CENTERLINE CURVE TABLE		
CURVE	RADIUS	CHORD
1	100.00'	100.00'
2	37.50'	37.50'
3	37.50'	37.50'

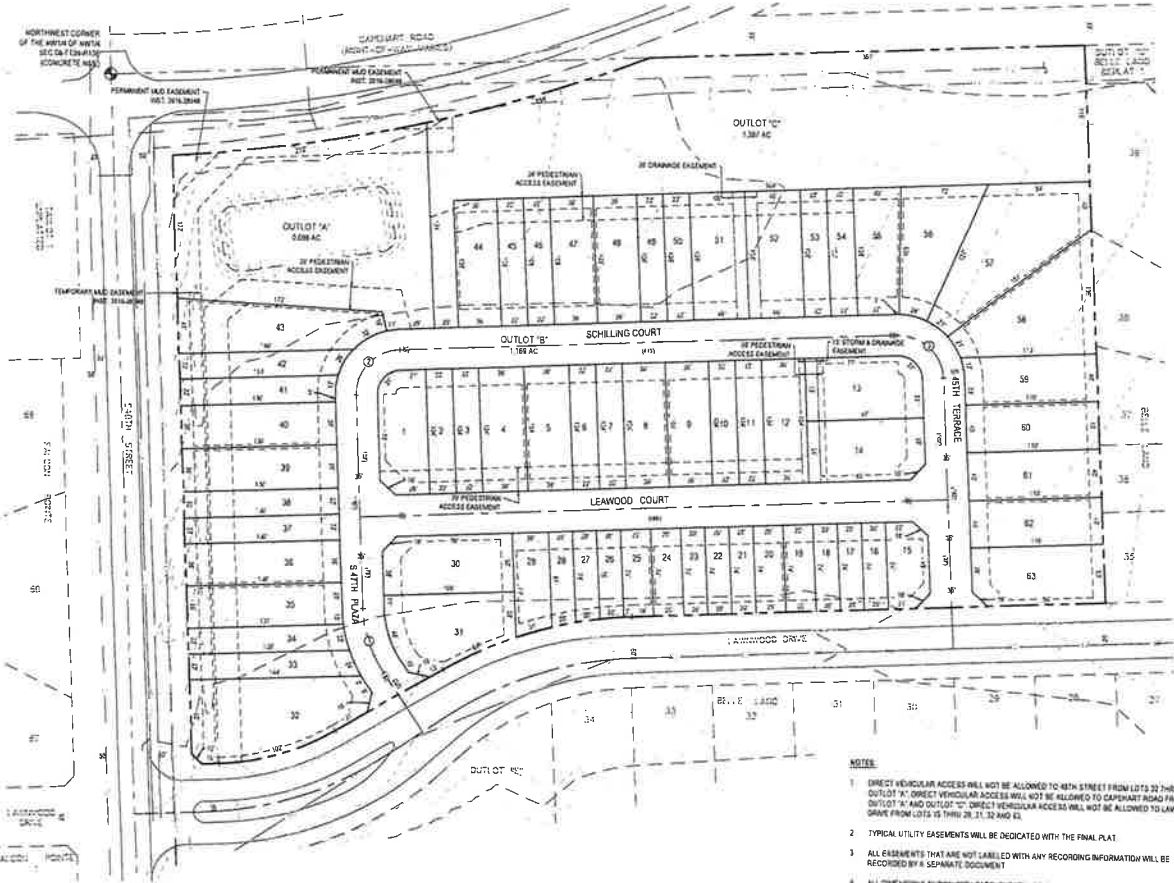


VICINITY MAP



LEGEND

- BOUNDARY LINE
- - - LOT LINE
- - - EASEMENTS
- - - EXIST. MAJOR CONTOURS
- - - EXIST. MINOR CONTOURS
- ○ ○ GAS LINE
- W — W WATER LINE
- CWP - CWP POWER LINE (OVERHEAD)
- UGP - UGP POWER LINE (UNDER GROUND)
- COM - COM COMMUNICATION LINE (TELEPHONE, TV)
- SS - SS SANITARY SEWER LINE
- ST - ST STORM SEWER LINE
- FO - FO FIBER OPTICS LINE
- EXIST. SECTION CORNER
- - - EXIST. SECTION LINES
- - - EXIST. PROPERTY LINES
- - - EXIST. EASEMENTS



LEGAL DESCRIPTION

BEING A REPLAT OF LOTS 1 THRU 72 INCLUSIVE AND OUTLOTS "A" AND OUTLOT "B" BELLE LAGO REPLAT 1 A SUBDIVISION LOCATED IN PART OF THE NW1/4 OF SECTION 26, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M. SARP COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SAID TRACT OF LAND CONTAINS 362,278 SQUARE FEET OR 8.316 ACRES MORE OR LESS

DEVELOPER'S OFFICE: PHC BELLE LAGO BROWNSTONES, LLC 800 WESTOWN PKWY WEST DES MOINES, IA 50266

ZONING

EXISTING: RD-28-PS
PROPOSED: RD-28-PS
LOTS 1 THRU 63: 5.882 AC
OUTLOT "A" THRU "C": 1.264 AC
TOTAL: 7.146 AC

NOTES

- DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO 45TH STREET FROM LOTS 32 THRU 43 AND OUTLOT "A". DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO CAPEHART ROAD FROM OUTLOT "A" AND OUTLOT "C". DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO LAWWOOD DRIVE FROM LOTS 15 THRU 20, 21, 30 AND 51.
- TYPICAL UTILITY EASEMENTS WILL BE DEDICATED WITH THE FINAL PLAT.
- ALL EASEMENTS THAT ARE NOT LABELED WITH ANY RECORDING INFORMATION WILL BE RECORDED BY A SEPARATE DOCUMENT.
- ALL DIMENSIONS SHOWN WITH PARENTHESES ARE FOR THE LOCATION OF CENTERLINE.
- THE CHAMBERS FOR SIDEWALKS ON CORNER LOTS ARE SET AT TWELVE AND HALF FEET (12.5') FROM THE INTERSECTION OF RIGHT-OF-WAY LINES. NO ANGLES SHOWN WHEN RIGHT-OF-WAY LINES HAVE 90° ANGLE.
- OUTLOT "A" SHALL BE USED FOR A PERMANENT PICKUP BASIN. A PERMANENT STORM SEWER AND DRAINAGE EASEMENT IS GRANTED OVER ALL OF OUTLOT "A". OUTLOT "A" SHALL BE MAINTAINED BY THE TOWNHOME ASSOCIATION.
- OUTLOT "B" SHALL BE DESIGNATED AS A PRIVATE STREET. OUTLOT "B" SHALL GRANT VEHICULAR AND PEDESTRIAN ACCESS TO LOTS 1 THRU 63 AND OUTLOTS "A" & "C". OUTLOT "B" SHALL BE MAINTAINED BY THE TOWNHOME ASSOCIATION.
- THE FRONT OF EACH LOT SHALL BE DEFINED AS THE LOT LINE ADJACENT TO THE EASTWEST LEGS OF OUTLOT "B" FOR EASEMENT AND SETBACK PURPOSES. THE FRONT OF LOTS 1 THRU 12 SHALL BE DEFINED AS ADJACENT TO SCHILLING COURT FOR SETBACK PURPOSES.

ZONING SETBACK TABLE (RG-28-PS) LOTS 1 THRU 63

FRONT YARD	15'
SIDE YARD	2(1)
STREET SIDE YARD	5'
REAR YARD	10'

(1) THE SIDE YARD ALONG THE COMMON WALL SHALL BE 0 FEET. THE COMMON WALL SHALL BE ALONG THE ADJOINING LOT LINE.

LOT AREAS		LOT AREAS		LOT AREAS	
LOT NO.	SQ. FOOTAGE	LOT NO.	SQ. FOOTAGE	LOT NO.	SQ. FOOTAGE
1	6,061	52	6,461	63	6,456
2	2,298	53	1,467	64	1,868
3	3,384	54	1,059	65	2,836
4	3,888	55	3,259	66	3,316
5	3,888	56	1,467	67	3,268
6	2,202	57	1,561	68	3,268
7	3,384	58	1,567	69	2,376
8	3,744	59	2,540	70	3,376
9	3,744	60	5,263	71	4,588
10	3,384	61	3,330	72	4,584
11	3,189	62	6,791	63	2,376
12	3,744	63	3,059	54	3,316
13	3,888	64	3,916	56	4,022
14	4,982	65	4,442	58	3,376
15	2,442	66	4,689	57	6,131
16	1,944	67	2,969	59	2,376
17	1,452	68	2,842	60	4,916
18	1,952	69	4,689	62	4,466
19	1,851	70	4,689	61	4,462
20	1,957	61	2,876	62	4,186
21	2,467	42	4,916	63	5,422

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
12000 Midway Blvd, Suite 100 • Omaha, NE 68134
Phone: 402.255.1000 • Fax: 402.855.3750
www.eagroup.com

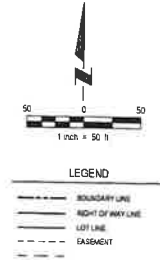
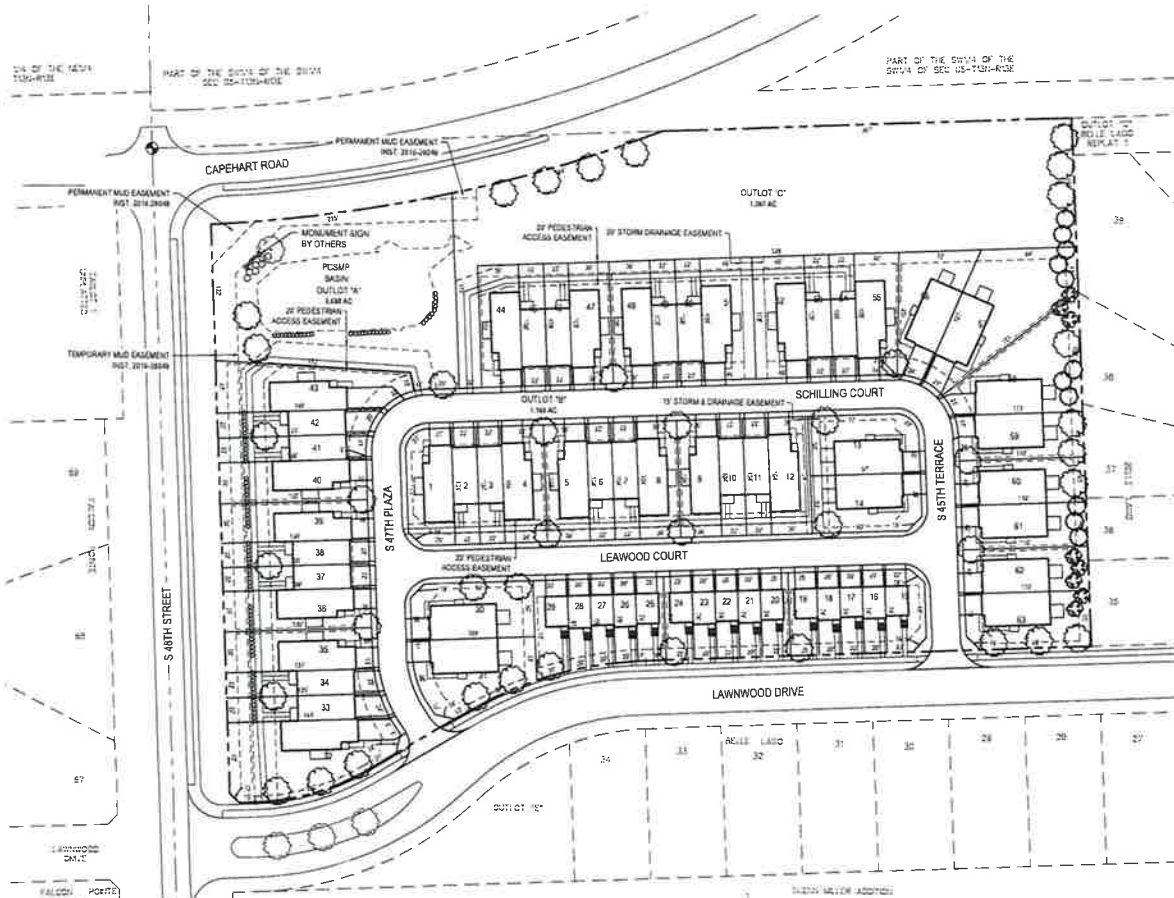


BELLE LAGO REPLAT 2
REVISED PRELIMINARY PLAT

REVISED PRELIMINARY PLAT

Drawn By	Checked By	Designated By	Date
AS	AS	AS	1/19/2022
Scale	Scale	Scale	Scale
1" = 30'	1" = 30'	1" = 30'	1" = 30'

RECEIVED
 JAN 19 2022
 PLANNING DEPT.



LEGEND

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENT

ZONING SETBACK TABLE
 (RC-28-PS)
 LOTS 1 THRU 63

FRONT YARD	15'
SIDE YARD	3 FT
STREET SIDE YARD	5'
REAR YARD	10'

(*) THE SIDE YARD ALONG THE COMMON WALL SHALL BE 5 FEET. THE COMMON WALL SHALL BE ALONG THE ADJOINING LOT LINE.

ZONING

EXISTING	RC-28-PS
PROPOSED	RC-28-PS

LOTS 1 THRU 63	5.86 AC
OUTLOT "A" THRU "I"	3.84 AC
TOTAL	9.70 AC

- NOTES:**
1. BRISTOL VEHICULAR ACCESS SHALL NOT BE ALLOWED TO ANY STREET FROM LOTS 32 THRU 43 AND OUTLOT "K". BRISTOL VEHICULAR ACCESS SHALL NOT BE ALLOWED TO CAPEHART ROAD FROM OUTLOT "A" AND OUTLOT "I". BRISTOL VEHICULAR ACCESS SHALL NOT BE ALLOWED TO LAWNWOOD DRIVE FROM LOTS 16 THRU 31, 31, 32 AND 43.
 2. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
 3. ALL LOT LINES ARE RADIAL TO CURVED STREETS UNLESS SHOWN AS NONRADIAL (N.R.).
 4. ALL DIMENSIONS SHOWN WITH PARENTHESES ARE FOR THE LOCATION OF CENTERLINE.
 5. ALL EASEMENTS THAT ARE NOT LABELED WITH ANY RECORDING INFORMATION WILL BE RECORDED BY A SEPARATE DOCUMENT.
 6. THE DIMENSIONS FOR SIDEWALKS ON CORNER LOTS ARE SET AT TWELVE AND HALF FEET (12.5) FEET FROM THE INTERSECTION OF RIGHT-OF-WAY LINES. NO ANGLES SHOWN WHEN RIGHT-OF-WAY LINES HAVE 90° ANGLES.
 7. OUTLOT "A" SHALL BE USED FOR A PERMANENT PCPMP BASIN. A PERMANENT STORM SEWER AND DRAINAGE EASEMENT IS GRANTED OVER ALL OF OUTLOT "A". OUTLOT "A" SHALL BE MAINTAINED BY THE TOWNHOME ASSOCIATION.
 8. OUTLOT "B" SHALL BE DESIGNATED AS A PRIVATE STREET. OUTLOT "B" SHALL GRANT VEHICULAR AND PEDESTRIAN ACCESS TO LOTS 1 THRU 13 AND OUTLOTS "A", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", "O", "P", "Q", "R", "S", "T", "U", "V", "W", "X", "Y", "Z". OUTLOT "B" SHALL BE MAINTAINED BY THE TOWNHOME ASSOCIATION.
 9. THE FRONT OF EACH LOT SHALL BE DEFINED AS THE LOT LINE ADJACENT TO THE EAST/WEST LEGS OF OUTLOT "B" FOR EASEMENT AND SETBACK PURPOSES. THE FRONT OF LOTS 1 THRU 13 SHALL BE DEFINED AS ADJACENT TO SCHILLING COURT FOR SETBACK PURPOSES.

E & A CONSULTING GROUP, INC.
 Engineering • Planning • Environmental & Field Services
 1993 Midway Road, Suite 100 • Irvine, CA 92614
 Phone: 949.261.0100 • Fax: 949.261.0101
 www.eandagroup.com

BELLE LAGO REPLAT 2
 BELLEVUE, WASHINGTON

PLANNED SUBDIVISION
SITE PLAN

Prep. By:	FILED/ALD
Drawn By:	EXT/BJE
Checked By:	MLD
Date:	11/11/21

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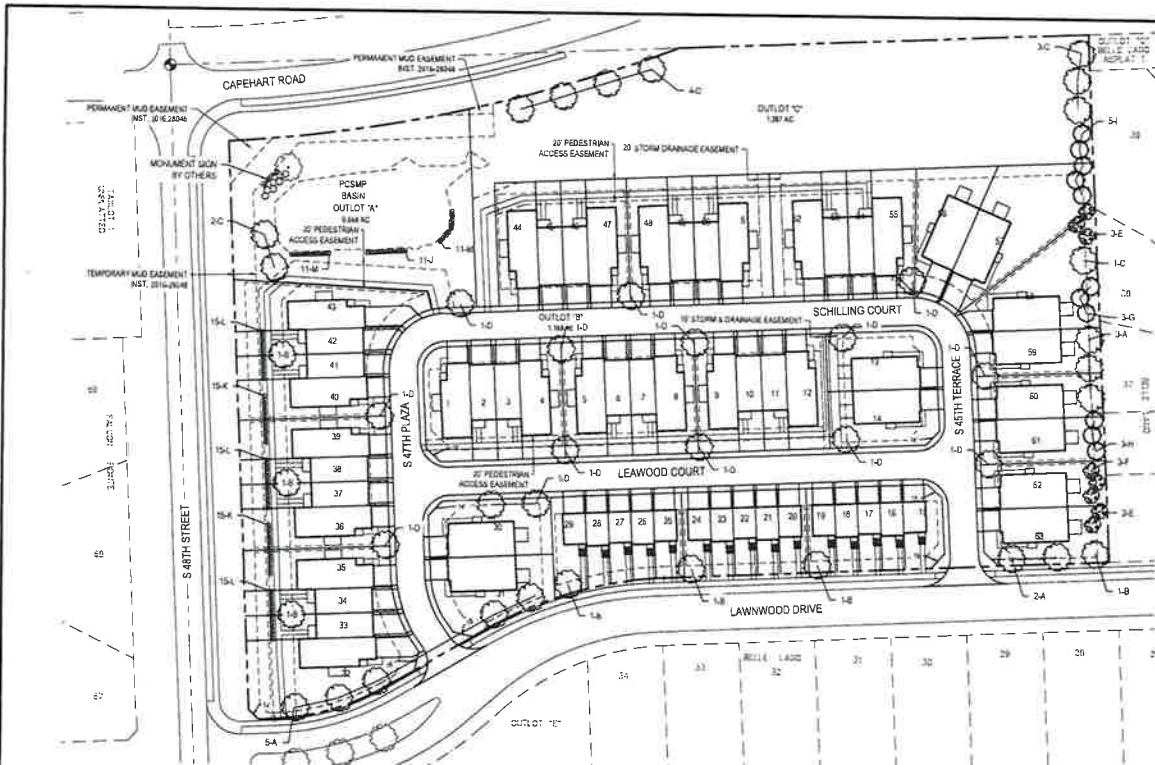
JAN 19 2022

PLANNING DEPT.



PLANT SCHEDULE

Table with 5 columns: SYM, QTY, BOTANICAL NAME, COMMON NAME, SIZE, TYPE. Lists various plants like Skyline Honeylocust, Acer freemanii, Quercus rubrum, etc.



LANDSCAPE NOTES

- 1. Locate and verify the location of all underground utilities prior to the start of any construction. Care should be taken not to disturb any existing utilities during construction. Any damage to utilities or other improvements caused by the Contractor will be repaired at no cost to the Owner.
2. All plant material shall be of good quality and sizes shall meet required size specifications.
3. All plants are to be watered in immediately after planting and then watered once a week for a period of two months from time of planting.

IRRIGATION NOTES

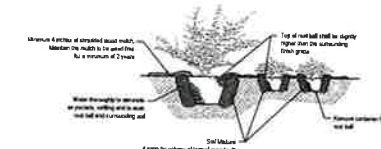
- 1. Irrigation bid to include meter and MUD fees.
2. Irrigate all sodded areas.
3. Irrigation contractor to be responsible for a steel utility box with pump for backflow.
4. Irrigation system to be guaranteed for 1 year. Written guarantee to be supplied prior to final payment.
5. Irrigation contractor responsible to winterize system one time.
6. Irrigation contractor to furnish site built drawing of the system and catalogue cuts of the installed equipment prior to final payment.
7. Irrigation contractor to provide owner and engineer an irrigation plan shop drawing and equipment catalog cuts for approval prior to installation.
8. Contractor to coordinate work with other amenities contractors.

SEEDING NOTES

- 1. Seeding shall be Superflop 50 (no dye, fast power) blend spread flat, terrace landscape bi-grade mixture from United Seeds, Inc. Planting method and seeding rate shall be 10 lbs per 1,000 sq ft. Seeding dates: March-June, dormant seeding: December-March.
2. Mailing shall be installed over all seeding areas (S75 - NAG Single Wheel Spreader OR EQUIVALENT).

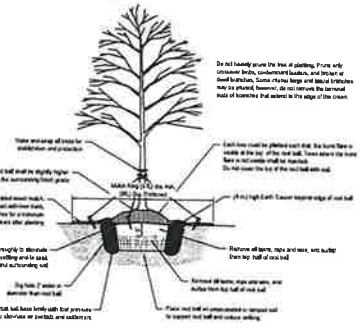
SODDING NOTES

- 1. The contractor shall notify the architect at least forty-eight hours in advance of the time he intends to begin sodding and shall not proceed with such work until permission to do so have been granted. No frozen sod shall be placed. The sodding shall be done in frozen earth.
2. Care shall be exercised at all times to reduce the noise and on the noise of the sod during the process of transporting. Dumping from vehicles and spill is prohibited. The sod shall be 3/4 inch within eight (8) hours from the time it is transported unless it is lightly watered or stored under a tarp in a satisfactory manner. All sod in stacks shall be kept moist and shall be protected from exposure to the sun and from freezing. No storage longer than three (3) days will be permitted. Sod which becomes dried out or does not meet the specifications will be rejected.
3. There shall be a minimum of six inches, after tamping of topsoil under all sod. Excavation or trenching shall be made to a sufficient depth below the finished grade of the sod to accommodate the depth of sod as specified and the thickness of sod as specified. Fertilizer shall be applied at a rate to provide 100 pounds of nitrogen per acre unless fertilizer has been applied under another item in the contract in the topsoil or the sod bed. Fertilizer applied under this item shall be incorporated with the topsoil to a depth of at least six inches below the sod or less unless otherwise specified or approved. Incorporation shall be accomplished by tilling, harrowing, mixing, raking or other approved means.
4. The sod on which the sod is laid shall be reasonably moist and shall be watered, if so directed. The sod shall be laid smoothly, edge to edge, and all openings shall be plugged with sod. Immediately after the sod is laid, it shall be pressed firmly into contact with the soil bed by tamping, rolling, or by other approved methods so as to eliminate all air pockets, provide full and even surface, ensure uniform and protect all exposed soil edges and without displacement of the sod or disturbance of the surface of the sodbed areas and adjacent of the top of low curbs providing proper water runoff unless otherwise directed.
5. The contractor shall take care of the sodded area until all work on the entire project has been completed, and sod has been mowed twice and then accepted. Such care shall consist of providing protection against traffic by approved warning signs or barricades and the mowing of grass to the height of two inches when the grass attains a maximum height of four inches.
6. Sod shall also be watered: When the sod is watered, sufficient water shall be applied to wet the sod to at least six inches depth in the sod bed. Watering shall be done in a manner which will not cause erosion or other damage to the finished surfaces. Any surface which becomes puffed or otherwise damaged shall be repaired to establish the grade and conditions of the soil prior to sodding and shall then be re-landscaped and re-sodded as specified under this item.
7. In driveways or sidewalks, the sod shall be laid with four longitudinal dimensions parallel to the curbs. Such sodding shall begin at the base of steps or grades and the sodding progress in continuous parallel rows receding upward. Vertical joints between such sodding shall be staggered. All sod shall be laid to the grades specified and the grades formed with special care at the junction of drainage ways.
8. Sod shall be held in place by stakes in all drainage ways, on all slopes steeper than 4:1 and elsewhere where specified or as directed. Popping shall be done immediately after tamping. As the sod is watered, sod shall be pressed through each sod to be stable, and the spaces shall be more than two feet apart. Stakes shall have four (4) inches against the slope and its down slope. Stakes for popping sod shall be spaced approximately one inch by two inches and of sufficient length to penetrate the sod, the topsoil and to a minimum depth of six inches if it is sodded.
9. The contractor shall keep all sodded areas thoroughly watered for a period of forty (40) calendar days after the initial laying and as often as required thereafter until sod has been fully established (two mowings) and accepted by the engineer and owner. Contractor to use temporary irrigation for the watering of the sod. Contractor to supply all necessary hoses, fittings and sprinklers for all watering needs.
10. All sod must be fully established (two mowings) and growing at the time of inspection and acceptance.



SHRUB & PERENNIAL PLANTING DETAIL

NOT TO SCALE



TREE PLANTING DETAIL - B & B TREE

NOT TO SCALE

E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services. Includes logo and contact information.

BELLE LAGO REPLAT 2 BELLEVUE, NEBRASKA

PLANNED SUBDIVISION LANDSCAPE PLAN

Revision table with columns for No., Description, Date, and initials.

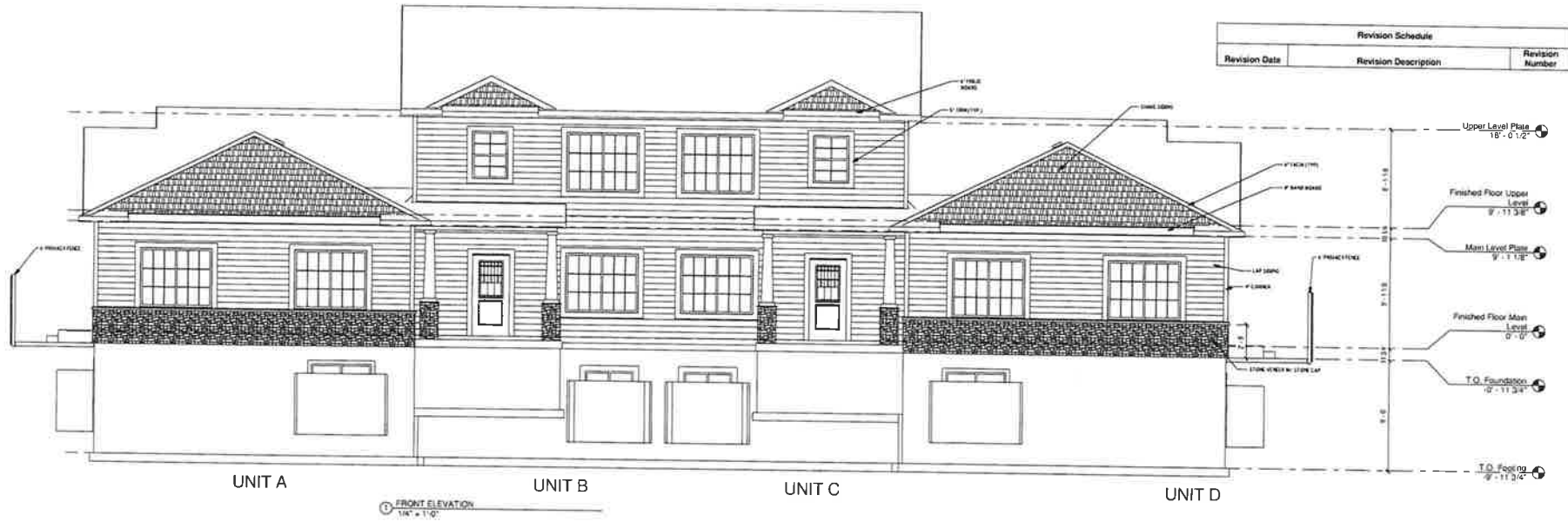
CHARLESTON



ELEVATION

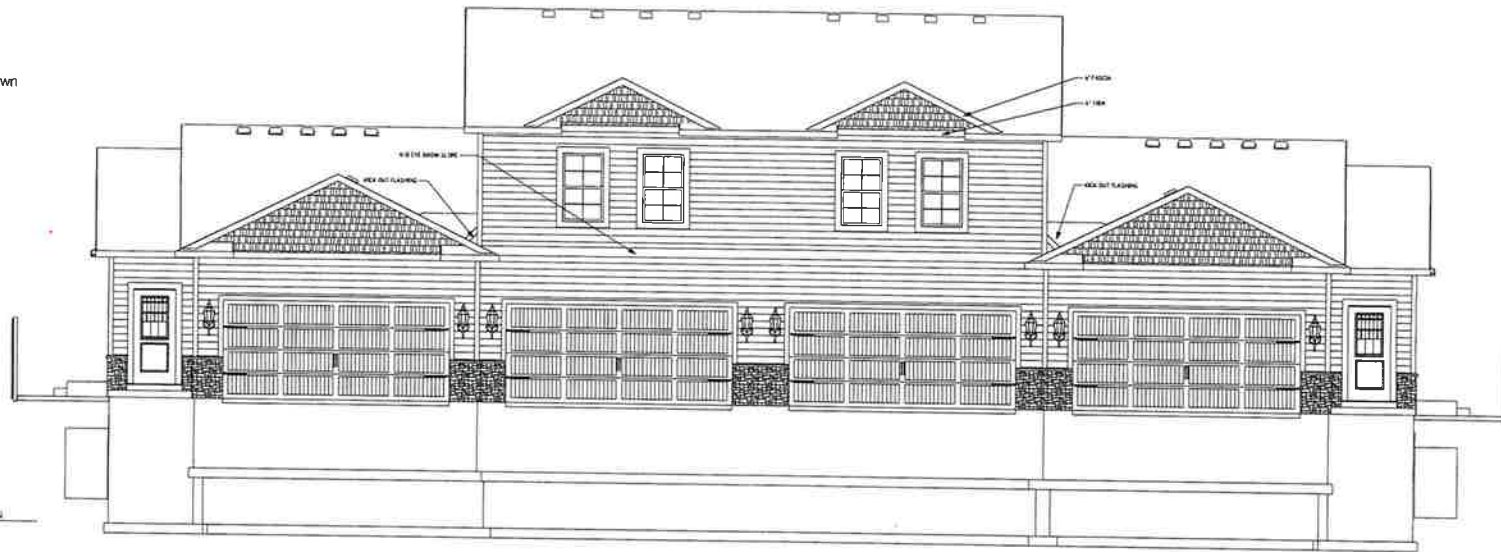
6900 Westown Pkwy., West Des Moines, IA 50266 | 515.243.3228 | HubbellHomes.com

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*Drawings are artist's renderings and not architectural blueprints. Dimensions are approximate. Dimensions and options may vary. Information subject to change without notice. Trade Secret and proprietary information per chapter 550 of Iowa code. This information is believed to be accurate and true, however can not be guaranteed by the listing firm or agent and is not a substitute for any verification, inspection or warranty the purchaser may wish to obtain. An Equal Opportunity Company. Equal Housing Opportunity.



EXTERIOR COLORS
Pebble Package

- Siding - Pebble
- Shake - Dark Drift
- Roof - Weathered Wood
- Roof Edge - Terratone
- Soffit/Gutter - White
- Trim - White
- Corner Board - White
- Garage - White
- Front Door - SW 7027 Well-Bred Brown
- Stone - Browns Valley, Ledgestone



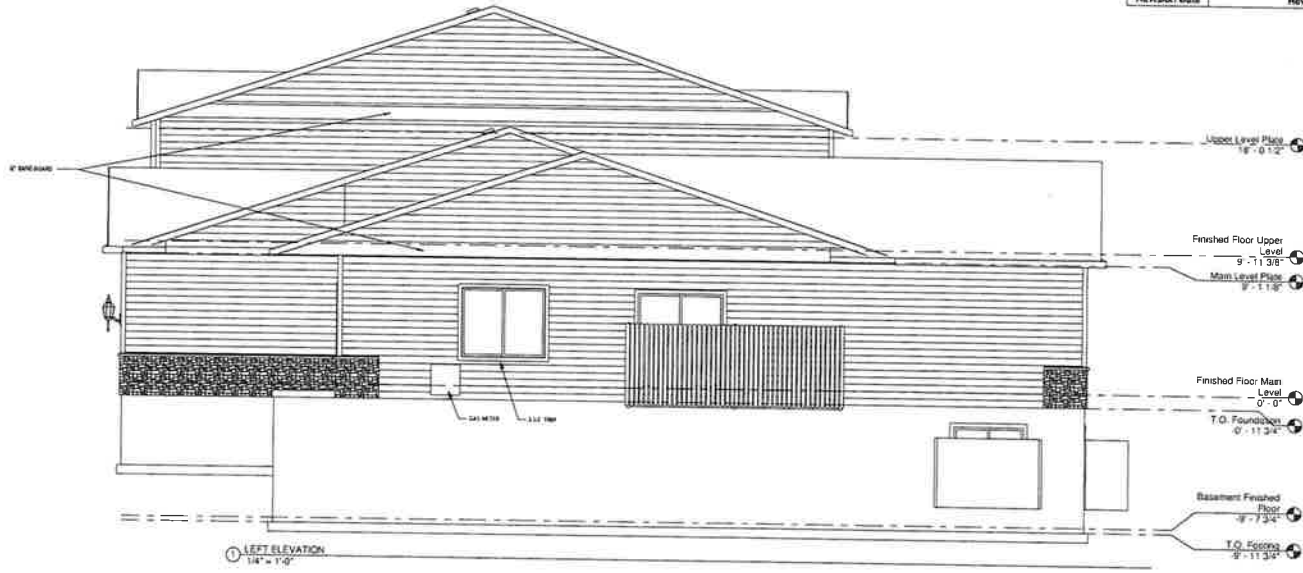
1/4" = 1" FINISH NOT TO SCALE

Client: _____ Date: _____
 Drawn By: 808
 Construction Set

P. A1 - 1015, 42, 43, 44
 1323, 1372, 3353, 1337
 ST. WILLIAMS CT
 WALKER, IA
 WILLIAMS P. L. INC./OMLS

SHEET DESCRIPTION
 Bradford - Radcliffe
 ELEVATIONS
 Construction - Set 3-29-18

A3.0



1 LEFT ELEVATION
1/4" = 1'-0"

Revision Schedule		
Revision Date	Revision Description	Revision Number



2 RIGHT ELEVATION
1/4" = 1'-0"



1/32" PITCH NOT TO SCALE

Client: _____ Date: _____
 Phone: 817-308-_____

Construction Set

PLAT: 10'S 41, 42, 45, 44
 325, 1377, 333, 1337
 WILLIAMS CT
 WILLIAMS, TX, 76798-0015

SHEET DESCRIPTION
 Designer - Radcliffe
 S/D: L: WARDAS
 Construction Set 3-29-06

A3.1

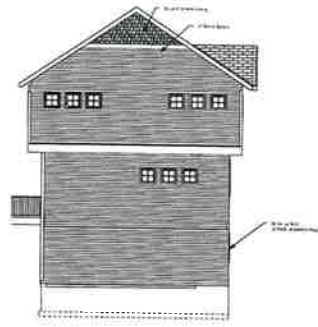


Index	
NO.	NAME
A1.1	Site Plan
A2.1	Foundation Plan
A3.1	1st Floor Plan
A4.1	2nd Floor Plan
A5.1	3rd Floor Plan
A6.1	Roof Plan
A7.1	Building Section
AB.1	Floor Breaks
D1.1	Door Details
D2.1	Details
D3.1	Firewall Detail
E1.1	Electrical Lower Level
E1.2	Electrical 2nd Floor
E1.3	Electrical 3rd Floor

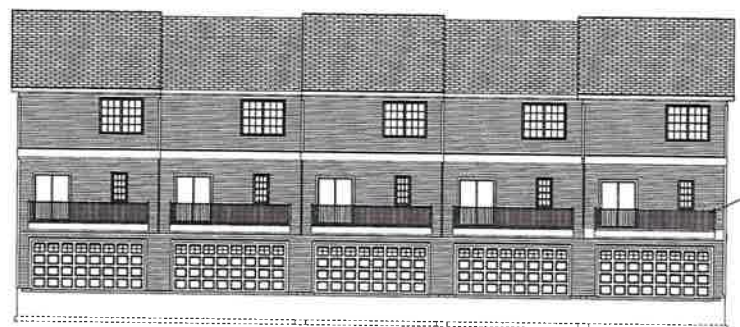
1 FRONT ELEVATION
SCALE: 1/8" = 1'-0"

Typical Construction Assemblies

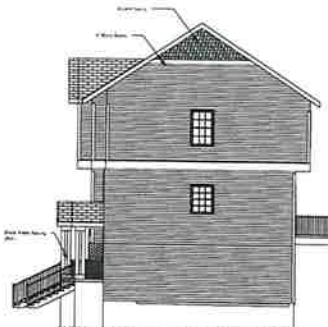
- Typical Roof Construction**
Minimum 2x12 dimensional joists on 12" tall on 24" centers with 3/4" plywood sheathing on top. Asphalt/Flt. Shingles. 2x6 rafters on 24" centers with 1/2" gypsum board on underside and 1/2" sheathing on inside.
- Typical Wall Construction**
Exterior: 2x4 studs on 16" centers on 4x8 metal sheathing on 24" studs. 1/2" G.C. Sheathing & Vapor Barrier on exterior. 1/2" gypsum board on 24" studs. 1/2" sheathing on inside.
Interior: 2x4 studs on 16" centers on 4x8 metal sheathing on 24" studs. 1/2" G.C. Sheathing & Vapor Barrier on exterior. 1/2" gypsum board on 24" studs. 1/2" sheathing on inside.
- Typical Floor Construction**
1 1/2" Gypsum Board on 2x8 joists. 1/2" sheathing on top.
- Typical Framing**
Use 2x12 members with 1/2" plywood on 24" centers and 3/4" plywood on 24" centers. All structural wood shall be treated with preservative. In General Notes, this is indicated to use preservative. Do not use preservative on all houses for indicated design loads (24' maximum spacing).
- Garage**
Slope garage floor 3" to door.
3/8" Type K grout on slab on all walls and ceiling.



4 LEFT ELEVATION
SCALE: 1/8" = 1'-0"



2 REAR ELEVATION
SCALE: 1/8" = 1'-0"



3 RIGHT ELEVATION
SCALE: 1/8" = 1'-0"

Project	Hubbell Homes
Client	Hubbell Homes
Architect	Hubbell Homes
Engineer	Hubbell Homes

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Client: _____ Date: _____
11x17 Prints NOT TO SCALE DATE: 3-19-08



SHEET DESCRIPTION
Middlesex Heights
Elevations

A1.1

RECEIVED

JAN 24 2022

PLANNING DEPT.

January 24, 2022

Dear City of Bellevue Planning Commission Members,

I am writing in regards to an agenda item (3b) slated for your upcoming planning meeting on January 27, 2022. I am a resident of the Belle Lago subdivision, located near 48th and Capehart. It has recently come to my attention that a developer intends to build a large number of multifamily homes in my neighborhood and I wanted to voice concerns about increased traffic. If it has not already been addressed, I urge the commission to ensure that the implications of increased traffic in the neighborhood have been adequately analyzed and plans are being made in conjunction with the project.

It is of note, when I purchased my villa home in the neighborhood, it was under the pretense that all lots were owned by and were going to be developed by The Home Company. I was also told that the villa lots would all be developed as ranch style homes, with 2 car garages. Last year, the developer suddenly sold a large number of lots to a national builder that has been building homes in the neighborhood, en masse, including a large percentage of 2 story, 3 car garage villas. It is even more disappointing to find out that the development of a large number of multifamily homes has been planned for, but never mentioned to prospective homeowners. Selling points made prior to the decision to purchase our home included the benefit of having one builder own all of the lots, and displaying a map of the neighborhood plots yet to be developed, which did not include the intended development of multifamily homes (nor were they mentioned). I moved from Northwest Omaha to Bellevue specifically because of the neighborhood and would not have done so had I realized the intended plans. While this is a separate issue, I believe it is an indication that the experience of current and future homeowners is not of concern, and would like to ensure the neighborhood and surrounding community are taken into consideration. Therefore, I would emphasize again to the commission to consider concrete plans to address traffic flow and safety when approving updated plans.

Respectfully submitted,

Wendy Patterson
4442 Leawood Drive
Bellevue, NE 68123
(402) 916-0245

RECEIVED
JAN 24 2022
PLANNING DEPT.

January 24, 2022

Bellevue Planning Department
1510 Wall Street
Bellevue, NE 68005

Dear Sirs and/or Madame

I currently reside in the Falcone Pointe Subdivision and we have been informed that HRC Belle Lago Brownstones, LLC has requested approval from the City to have a 63 unit multifamily residential development built on the corner of 48th and Capehart Road.

I moved into Falcon Pointe in 2020 and with the increase in sales in Belle Lago, Falcon Pointe, and Lions Gate the traffic on 48th Street is almost impossible to manage in the morning and evenings; to add a 63 unit that would have to access Capehart Road from either 48th Street or 45th Street will make traffic dangerous. There is already a newly developing subdivision Alta Collina on 48th Street containing 263 Lots that will add to traffic. The traffic now cuts through Falcon Pointe on Lawnwood Drive to access 52nd street or through Belle Lago to access 45th Street. There is additional traffic that cuts through Liberty Subdivision on Capehart Road to avoid the long lines of traffic on 36th and Capehart Road.

Capehart Road is a winding road and on good days is difficult to maneuver with sunsets, sun glare and no street lighting; adding frequent stops or long lines of traffic turning into the subdivisions will make it more dangerous; the 45th Street access to Belle Lago is on a curve as it is. We currently have to use 52ndst street to leave the subdivision because 48th Street traffic is already backed up past Lawnwood Drive at 7:30 in the morning.

I ask that you reconsider the traffic situation and the safety of our residents. When Alta Collina was up for approval in 2020 and their traffic calming measures were that traffic would be able to access the subdivision through 52nd and Lookingglass Drive as well as 49th Street which will all spill out onto 48th Street and Capehart Road.

Sincerely,

Deborah A. Lebbert
4907 Lynnwood Drive
Papillion, NE 68133

RECEIVED

JAN 24 2022

PLANNING DEPT.

January 24, 2022

Dear City of Bellevue Planning Commission Members,

I am writing in regards to an agenda item (3b) slated for your upcoming planning meeting on January 27, 2022. I am a resident of the Belle Lago subdivision, located near 48th and Capehart. It has recently come to my attention that a developer intends to build a large number of multifamily homes in my neighborhood and I wanted to voice concerns about increased traffic. If it has not already been addressed, I urge the commission to ensure that the implications of increased traffic in the neighborhood have been adequately analyzed and plans are being made in conjunction with the project.

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Respectfully submitted,

Wendy Patterson
4442 Leawood Drive
Bellevue, NE 68123
(402) 916-0245

RECEIVED
JAN 24 2022
PLANNING DEPT.

January 24, 2022

Bellevue Planning Department
1510 Wall Street
Bellevue, NE 68005

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I ask that you reconsider the traffic situation and the safety of our residents. When Alta Collina was up for approval in 2020 and their traffic calming measures were that traffic would be able to access the subdivision through 52nd and Lookingglass Drive as well as 49th Street which will all spill out onto 48th Street and Capehart Road.

Sincerely,

Deborah A. Lebbert
4907 Lynnwood Drive
Papillion, NE 68133

Tammi Palm

From: Jessica Croteau <croteau.jessica@gmail.com>
Sent: Tuesday, January 25, 2022 8:21 PM
To: Tammi Palm
Subject: Belle Lago development opposition

Ms. Palm,

I am a resident of the Clearwater Falls neighborhood south of the proposed development. While not directly affected by a new development, our family and neighborhood will be affected by the increased traffic patterns caused by more families. I proposed a new traffic study that will take into account the current traffic load with projection for the increased traffic and propose new traffic lanes (turning lanes) on Capehart and on 48th Street to accommodate traffic turning into either street. If you have any questions please contact me at this email address croteau.jessica@gmail.com.

Thank you,
Jessica

--

Thank you, Jessica

RECEIVED
JAN 26 2022
PLANNING DEPT.

January 25, 2022

Bellevue Planning Department
1510 Wall Street
Bellevue, NE 68005

Dear Sirs and/or Madame,

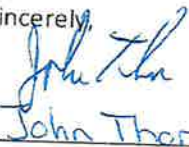
I currently reside in the Belle Lago subdivision and have been informed that the HRC Belle Lago Brownstones, LLC has requested approval from the City to have a 63-unit multifamily residential development built on the corner of 48th and Capehart Road.

With the development of a new elementary school nearby and all the additional housing developments along 48th Street, I am very concerned about the traffic situation. Currently Capehart road presents safety concerns. Particularly at the intersection of 48th and Capehart and 45th and Capehart.

Capehart's winding road is difficult to maneuver with sunsets, sun glare and no street lighting. The addition of frequent stops or long lines of traffic turning into subdivisions will make it more dangerous as the 45th Street access to Belle Lago is on a curve as it is.

I understand that the last traffic study along Capehart and 48th street was done back in June of 2017. I ask that you reconsider the traffic situation and the safety of our current and future residents and their children.

Sincerely,



John Thor
First and Last Name

12919 S. 44th Ave, Bellevue NE 68123
Address

RECEIVED

JAN 26 2022

PLANNING DEPT.

January 25, 2022

Bellevue Planning Department
1510 Wail Street
Bellevue, NE 68005

Dear Sirs and/or Madame,

I currently reside in the BELLE LAGO subdivision and have been informed that the HRC Belle Lago Brownstones, LLC has requested approval from the City to have a 63-unit multifamily residential development built on the corner of 48th and Capehart Road.

With the development of a new elementary school nearby and all the additional housing developments along 48th Street, I am very concerned about the traffic situation. Currently Capehart road presents safety concerns, particularly at the intersection of 48th and Capehart and 45th and Capehart.

Capehart's winding road is difficult to maneuver with sunsets, sun glare and no street lighting. The addition of frequent stops or long lines of traffic turning into subdivisions will make it more dangerous as the 45th Street access to Belle Lago is on a curve as it is.

I understand that the last traffic study along Capehart and 48th street was done back in June of 2017. I ask that you reconsider the traffic situation and the safety of our current and future residents and their children.

Sincerely,

PETE THOMA

First and Last Name

4431 SCHILLING DR, BELLEVUE 68123

Address

RECEIVED
JAN 26 2022
PLANNING DEPT.

Tammi Palm

From: Stacy Schoonover <stacyreneeturner@gmail.com>
Sent: Wednesday, January 26, 2022 7:17 AM
To: Tammi Palm
Subject: Belle Lago Brownstones and future traffic
Attachments: IMG_9082.HEIC

Greetings,

We live directly across the street on Lawnwood Drive in Belle Lago subdivision. We have recently been made aware that 63 condo units will be constructed on the corner of 48th and Capehart Road. Our main concern is the traffic congestion in the area along Capehart Road and 48th street. We are hoping this can be addressed sooner rather than later. I have already had many concerns about this intersection and the turn onto Capehart Road from 45th (other Belle Lago entrance). I have personally seen accidents at the intersection of 48th and Capehart Road and had serious concerns since I moved here over a year ago. I can imagine this will only get worse, the more traffic this area gets. I have included a signed copy of a letter that other residents in this area have drawn up to express their same concerns. Please look into this matter to help make Bellevue, the city we all love, a better place to live.

Sincerely,

Stacy Schoonover

RECEIVED
JAN 26 2022
PLANNING DEPT.

Tammi Palm

From: Szymanski-Bird, Tara L <tara.szymanskibird@unmc.edu>
Sent: Wednesday, January 26, 2022 9:49 AM
To: Tammi Palm
Subject: Development of multifamily units near Belle Lago

RECEIVED

JAN 26 2022

PLANNING DEPT.

Dear Sirs and/or Madame,

I currently reside in the Lions Gate subdivision and have been informed that the HRC Belle Lago Brownstones, LLC has requested approval from the City to have a 63 unit multifamily residential development built on the corner of 48th and Capehart Road. With the development of a new elementary nearby, in addition to all the additional housing developments along 48th Street, I am very concerned about the traffic situation. Currently, Capehart Road presents safety concerns, particularly at the intersection of 48th and Capehart, and 45th and Capehart. Capehart's winding road is difficult to maneuver as it is with the sunsets, sun glare and no street lighting. The addition of frequent stops or long lines of traffic turning into subdivisions will make it even more dangerous, especially at the 45th Street entrance to Belle Lago. In addition, those subdivisions along 48th Street have no option for exit (aside from exiting through Clearwater Falls to 36th Street) except to utilize 48th and Capehart, so adding any additional subdivisions is going to be a traffic nightmare at 48th and Capehart. I ask that you please reconsider the traffic situation and the safety of our current and future residents, as well as their children. Thank you for your time.

Tara Szymanski-Bird
5507 Brook Street
Papillion, NE 68133
402-990-8418

The information in this e-mail may be privileged and confidential, intended only for the use of the addressee(s) above. Any unauthorized use or disclosure of this information is prohibited. If you have received this e-mail by mistake, please delete it and immediately contact the sender.

Tammi Palm

From: Lynette <llyghtfoot@cox.net>
Sent: Wednesday, January 26, 2022 2:06 PM
To: Tammi Palm
Subject: [BULK] Belle Lago streets & traffic

RECEIVED
JAN 26 2022
PLANNING DEPT.

January 25, 2022

Bellevue Planning Department
1510 Wall Street
Bellevue, NE 68005

Dear Sirs and/or Madame,

I currently reside in the Belle Lago subdivision and have been informed that the HRC Belle Lago Brownstones, LLC has requested approval from the City to have a 63-unit multifamily residential development built **on the corner of 48th and Capehart Road.**

With the development of a new elementary school nearby and all the additional housing developments along 48th Street, I am very concerned about the traffic situation. Currently Capehart road presents **safety concerns.** Particularly at the intersection of 48th and Capehart and 45th and Capehart.

Capehart's winding road is difficult to maneuver with sunsets, sun glare and no street lighting. The addition of frequent stops or long lines of traffic turning into subdivisions will make it more dangerous **as the 45th Street access to Belle Lago is on a curve as it is.**

I understand that the last traffic study along Capehart and 48th street was done back in June of 2017. I ask that you reconsider the traffic situation and the safety of our current and future residents and their children.

Sincerely, Lynette Lightfoot

Lynette Lightfoot
First and Last Name

4433 Leawood Dr. Bellevue, NE 68123
Address

Tammi Palm

From: Lindsey Johnson <johnsonlindsey77@gmail.com>
Sent: Tuesday, January 25, 2022 8:44 PM
To: Tammi Palm
Subject: Proposed Development at Capehart and S. 48th Street

Good Evening-

I live in the Cedar Grove neighborhood off of S. 48th Street and Capehart Road. I'm writing to express concern about going forward with the development of 63 multi-family dwellings on the corner off that intersection, near Belle Lago. With 4 other developments (Lionsgate, Falcon Pointe, Belle Lago, Cedar Grove) still building out lots and a brand new development in the same area plus the new Bellevue Elementary school, traffic at that intersection is already dangerous and crowded. That intersection is struggling to support the existing residents with the potential for significantly more, not taking into account what the multi-family dwelling would add. I think that adding that development will increase traffic and problems without having adequately addressed the infrastructure to support it.

Lindsey Johnson
5205 Clearwater Drive

RECEIVED
JAN 26 2022
PLANNING DEPT.

Tammi Palm

From: kjacobson57@gmail.com
Sent: Wednesday, January 26, 2022 6:50 AM
To: Tammi Palm
Subject: 48th and Capehart traffic issues

Tammi, please find attached my letter regarding the units to be built at 48th and Capehart and the traffic issues they will cause.

Kathie Jacobson
Concerned homeowner
Belle Lago subdivision

RECEIVED
JAN 26 2022
PLANNING DEPT.

RECEIVED

JAN 26 2022

PLANNING DEPT

January 25, 2022

Bellevue Planning Department
1510 Wall Street
Bellevue, NE 68005

Dear Sirs and/or Madame,

I currently reside in the Belle Lago subdivision and have been informed that the HRC Belle Lago Brownstones, LLC has requested approval from the City to have a 63-unit multifamily residential development built on the corner of 48th and Capehart Road.

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Capehart's winding road is difficult to maneuver with sunsets, sun glare and no street lighting. The addition of frequent stops or long lines of traffic turning into subdivisions will make it more dangerous as the 45th Street access to Belle Lago is on a curve as it is.

I understand that the last traffic study along Capehart and 48th street was done back in June of 2017. I ask that you reconsider the traffic situation and the safety of our current and future residents and their children.

Sincerely,

Katie Jacobson

First and Last Name

12915 S. 44th Ave Bellevue NE 68123

Address

January 26, 2022

Bellevue Planning Department
1510 Wall Street
Bellevue, NE 68005

Dear Sirs and/or Madame,

I currently reside in the Lions Gate subdivision and have been informed that the HRC Belle Lago Brownstones, LLC has requested approval from the City to have a 63-unit multifamily residential development built on the corner of 48th and Capehart Road.

With the development of a new elementary school nearby and all the additional housing developments along 48th Street, I am very concerned about the traffic situation. Currently Capehart road presents safety concerns, particularly at the intersection of 48th and Capehart and 45th and Capehart.

Capehart's winding road is difficult to maneuver with sunsets, sun glare and no street lighting. The addition of frequent stops or long lines of traffic turning into subdivisions will make it more dangerous as the 45th street access to Belle Lago is on a curve as it is.

I understand that the last traffic study along Capehart and 48th street was done back in 2017. I ask that you reconsider the traffic situation and the safety of our current and future residents and their children.

Sincerely,

Jesse Bird

5807 Brook Street
Papillion, NE 68133

RECEIVED
JAN 26 2022
PLANNING DEPT.

RECEIVED
JAN 26 2022
PLANNING DEPT.

January 25, 2022

Bellevue Planning Department
1510 Wall Street
Bellevue, NE 68005

Dear Sirs and/or Madame,

I currently reside in the LEWIS & CLARK subdivision and have been informed that the HRC Belle Lago Brownstones, LLC has requested approval from the City to have a 63-unit multifamily residential development built on the corner of 48th and Capehart Road.

With the development of a new elementary school nearby and all the additional housing developments along 48th Street, I am very concerned about the traffic situation. Currently Capehart road presents safety concerns. Particularly at the intersection of 48th and Capehart and 45th and Capehart.

Capehart's winding road is difficult to maneuver with sunsets, sun glare and no street lighting. The addition of frequent stops or long lines of traffic turning into subdivisions will make it more dangerous as the 45th Street access to Belle Lago is on a curve as it is.

I understand that the last traffic study along Capehart and 48th street was done back in June of 2017. I ask that you reconsider the traffic situation and the safety of our current and future residents and their children.

Sincerely,

Gregory
First and Last Name

1421 LEWIS & CLARK ST BELLEVUE, NE 68005
Address

Tammi Palm

From: Gary Bittner <grybittner@gmail.com>
Sent: Wednesday, January 26, 2022 9:13 AM
To: Tammi Palm
Subject: Belle Lago Townhomes

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JAN 26 2022

PLANNING DEPT.

Tammi:

I'm writing today as a concerned citizen that lives in Clearwater Falls, a housing development off S 48th Street and Capehart Road.

As development continues to move forward in the western reaches of Bellevue, traffic has steadily increased along Capehart Road and S 48th Street as people are moving into new homes in Belle Lago, Liberty, Falcon Pointe, Lion's Gate, and Cedar Grove. Currently, there is another 80 acre development along S 48th Street, Alta Collina, which is under construction, that will add more traffic to S 48th Street when homes become available.

Because Capehart Road doesn't have any stop signs or traffic control, during busy times, S 48th Street becomes backed up for vehicles waiting to turn both east and west onto Capehart Road. I've counted as many as 15 vehicles backed up, waiting to turn. This causes frustrated drivers to make dangerous decisions, turning into traffic without sufficient space, and causing near accidents. Additionally, drivers turn west onto Lawnwood Drive, to cut through Falcon Pointe to access Capehart Road via S 52nd Street, which causes higher traffic volumes in a neighborhood, with higher speeds, as frustrated drivers pass through the neighborhood to get to Capehart Road.

Additionally, because of the S-Curve on Capehart Road, just east of S 48th Street, it's difficult to judge vehicle speed at night. Cars often travel faster than the posted speed limit, and as they crest the hill and turn on the S-Curve as they approach west bound, more than once have I misjudged speeds of other vehicles, nearly causing accidents. Road conditions due to inclement weather also contribute to the dangerous situation.

I do not object to the development of the Belle Lago Townhomes themselves, but I encourage the Planning Commission to conditionally approve the development subject to intersection and road improvements to be made prior to building permits being issued for the buildings themselves.

Improvements I suggest are perhaps widening Capehart Road and S 48th Street to facilitate turning lanes, adding a stoplight, or implementing a traffic circle. With the implementation of a traffic circle at the intersection, it will continue to allow free travel on Capehart Road, slow vehicle speed, and allow vehicles from S 48th Street easier access to turn during busy periods. Recently a traffic circle was added at S 114th St and Lincoln Road in Papillion, and it has provided improvements to a similar condition.

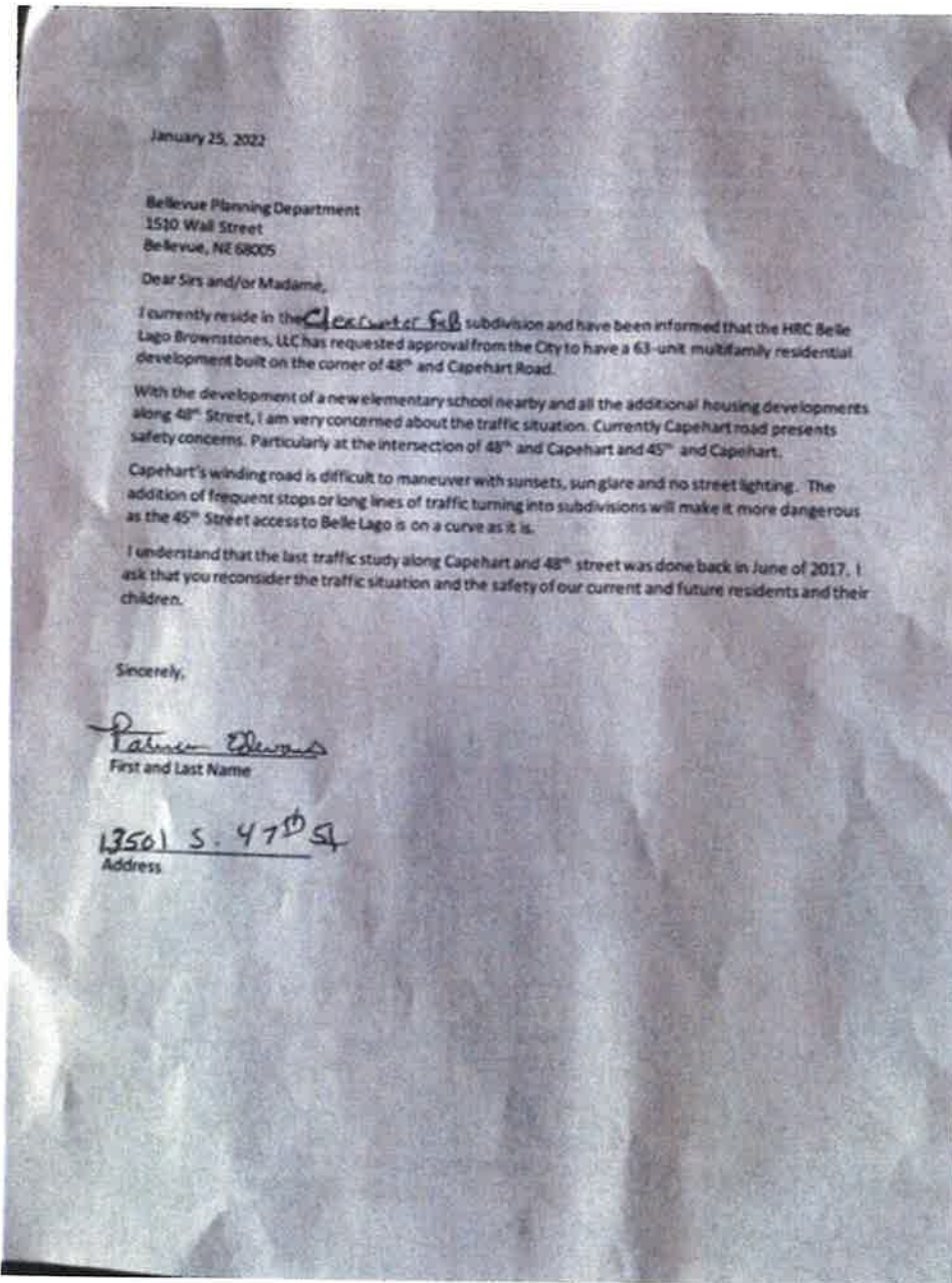
I would appreciate that this concern be passed along to the Planning Commission, and if required to the City Council for consideration.

Respectfully,
Gary Bittner
13612 S 46th Street
Bellevue, NE 68133

Tammi Palm

From: plutogal@cox.net
Sent: Thursday, January 27, 2022 3:40 PM
To: Tammi Palm
Subject: Letter

RECEIVED
JAN 27 2022
PLANNING DEPT.



Sent from my iPhone
Sincerely,
Trish Edwards

Tammi Palm

From: Shanda Clark <shandad64@cox.net>
Sent: Thursday, January 27, 2022 4:05 PM
To: Tammi Palm
Subject: Feedback and Suggestions for Belle Lago

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JAN 27 2022
PLANNING DEPT.

Tammi,

perhaps Jessie shared the email below with you. Perhaps not, but it is another documented concern . Thanks for sharing it with the planning commission.

shanda

----- Original Message -----

From: Jessie Evans <irishjessiema@hotmai.com>
To: shandad64@cox.net
Date: January 26, 2022 at 7:13 PM
Subject: Feedback and Suggestions for Belle Lago

Concerning the traffic flow and safety with the multifamily homes being built:

Idea 1: Add another entrance from the multifamily division to 48th street or Capehart road. We are concerned about heavy traffic in the neighborhood making it even more dangerous for people walking or riding bikes (sidewalks not finished).

Idea 2: Eventually there may need to be a light on Capehart and 48th

Idea 3: Speedlimit adjustment on the curve before 45th and Capeheart.

I apologize we won't make the meeting as I will be out of town for the night.

Looking forward to hearing how it goes.

Thanks so much,
Jessie Evans

January 27, 2022

To: Bellevue Planning Department

From: Shanda and Matthew Clark Address: 4607 Lawnwood Drive

Topic: Case #'s: Z-2112-26, S-2112-31, and S-2112-32

Location: 48th and Capehart Road

Thank you for your guidance, oversight, and coordination with balancing the growth and needs of our residents. Belle Lago and surrounding subdivisions are expanding rapidly and so are many concerns from homeowners. Please consider the following concerns and needs that I think need to be addressed for the best interests of our community.

Concerns:

Development-related traffic – Photo below and Exhibit 1 on the second page.

- a. 45th Street entrance to Belle Lago – Exhibit 1 – **A**

Visability to make a safe left turn from 45th St. onto Capehart is hindered by the curve and topography.



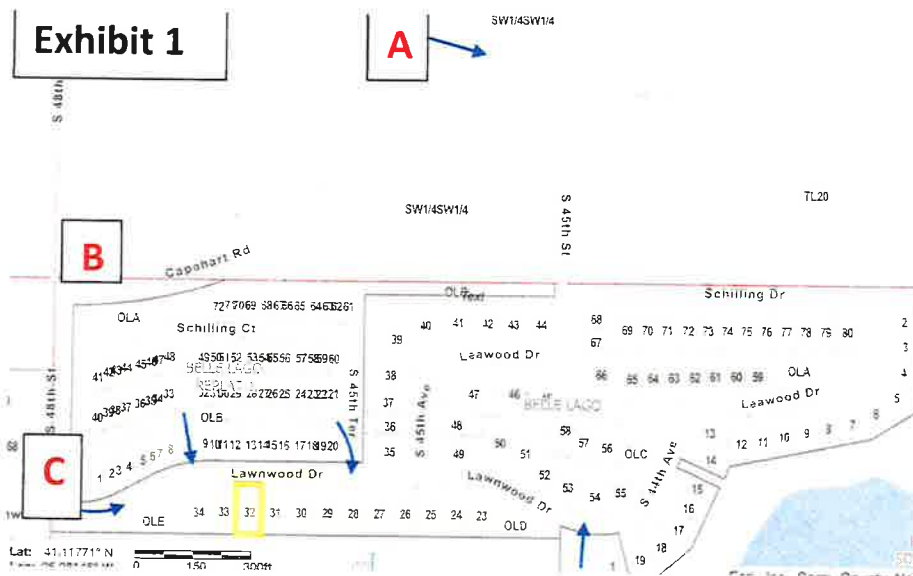
- b. 48th and Capehart – Exhibit 1 - **B**

- i. Congestion with rapid expansions of subdivisions. E.g., Falcon Pointe, Alta Collina, Lions Gate, and communities further west on 48th St. and further north on Capehart Road.

- c. Belle Lago main entrance off 48th St. – Exhibit 1– **C**

- i. Congestion with rapid expansions of subdivisions listed above.
- ii. Concern as it will become challenging going west bound off 48th St. and making a south left turn into Belle Lago's main Lawnwood Drive entrance.

Exhibit 1 – Image below was taken from the most current traffic study published in 2017. 72 units have been reduced to 63.



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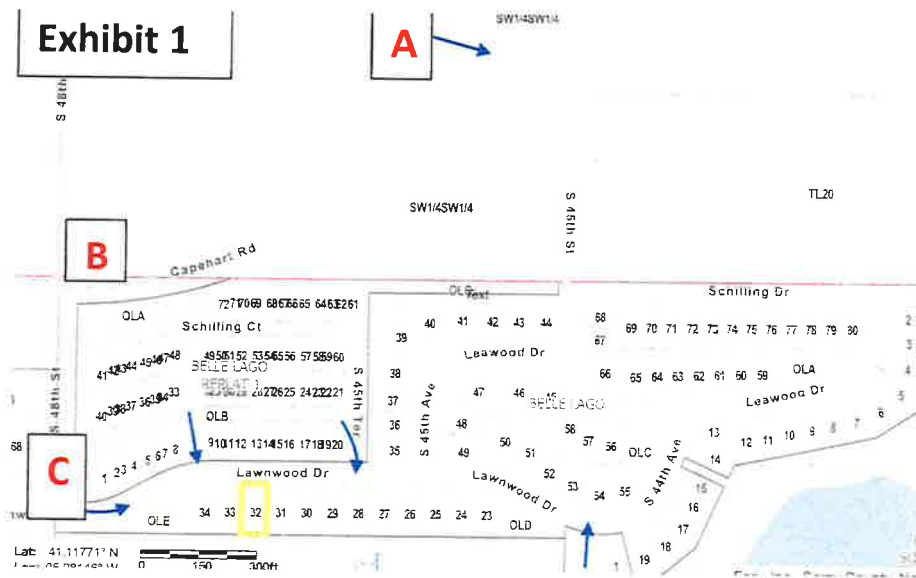
JAN 27 2022

PLANNING DEPT.

Needs:

- Supply adequate traffic solutions to ease traffic flow off 48th St and Capehart.
- Provide safety visibility solutions for traffic entering and exiting Capehart from 45th street. The terrain surrounding Capehart/45th street makes it challenging to see and turn even on the clearest day. Adverse weather conditions, sun rise, and sets add to the challenge to exit and enter safely. Increased traffic will also add to the problem.
- Provide concerned resident attendees present at this meeting the results of an updated traffic study that the Sarpy County Public works has recently put into action. I understand the purpose of the study is to decide if signalization and/or other improvements are called for at that intersection.

Exhibit 1 – Image below was taken from the most current traffic study published in 2017. 72 units have been reduced to 63.



Tammi Palm

From: Samantha West <samanthalaurenwest@gmail.com>
Sent: Thursday, January 27, 2022 10:28 AM
To: Tammi Palm
Subject: Apartment at 48th and Capehart

Hello!

My name is Samantha West. My family lives in Falcon Pointe, near 48th and Capehart. I have seen the plans for the the apartment that will be near Belle Lago and am concerned about the traffic and safety. This area is very busy as it is, with lines backing up 48th, especially during school drop off and pick up hours. We have heard many wrecks happen on Capehart and we have only lived here for a year. With all of the new traffic that would come with the apartments, I am writing to officially state my opposition to the apartments being built. Thank you for your time! I hope you have a great day!

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JAN 27 2022
PLANNING DEPT.

Tammi Palm

From: Angela Christine <angelacloftus04@gmail.com>
Sent: Wednesday, January 26, 2022 5:32 PM
To: Tammi Palm
Subject: New 63 unit on 48th and capehart

I oppose the large number of units. It can already be a pain to leave in the morning and the traffic on capehart and 25th is usually backed up to the church.

I live in Falcon point and once the rest of those house are build along with the new Celebrity development next to us. That will be another 50 or more cars trying to get down capehart everyday.

Angela Loftus
DIY Garage
402-315-1080

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JAN 27 2022
PLANNING DEPT.

January 25, 2022

Bellevue Planning Department
1510 Wall Street
Bellevue, NE 68005

Dear Sirs and/or Madame,

I currently reside in the Belle Lago subdivision and have been informed that the HRC Belle Lago Brownstones, LLC has requested approval from the City to have a 63-unit multifamily residential development built on the corner of 48th and Capehart Road.

With the development of a new elementary school nearby and all the additional housing developments along 48th Street, I am very concerned about the traffic situation. Currently Capehart road presents safety concerns. Particularly at the intersection of 48th and Capehart and 45th and Capehart.

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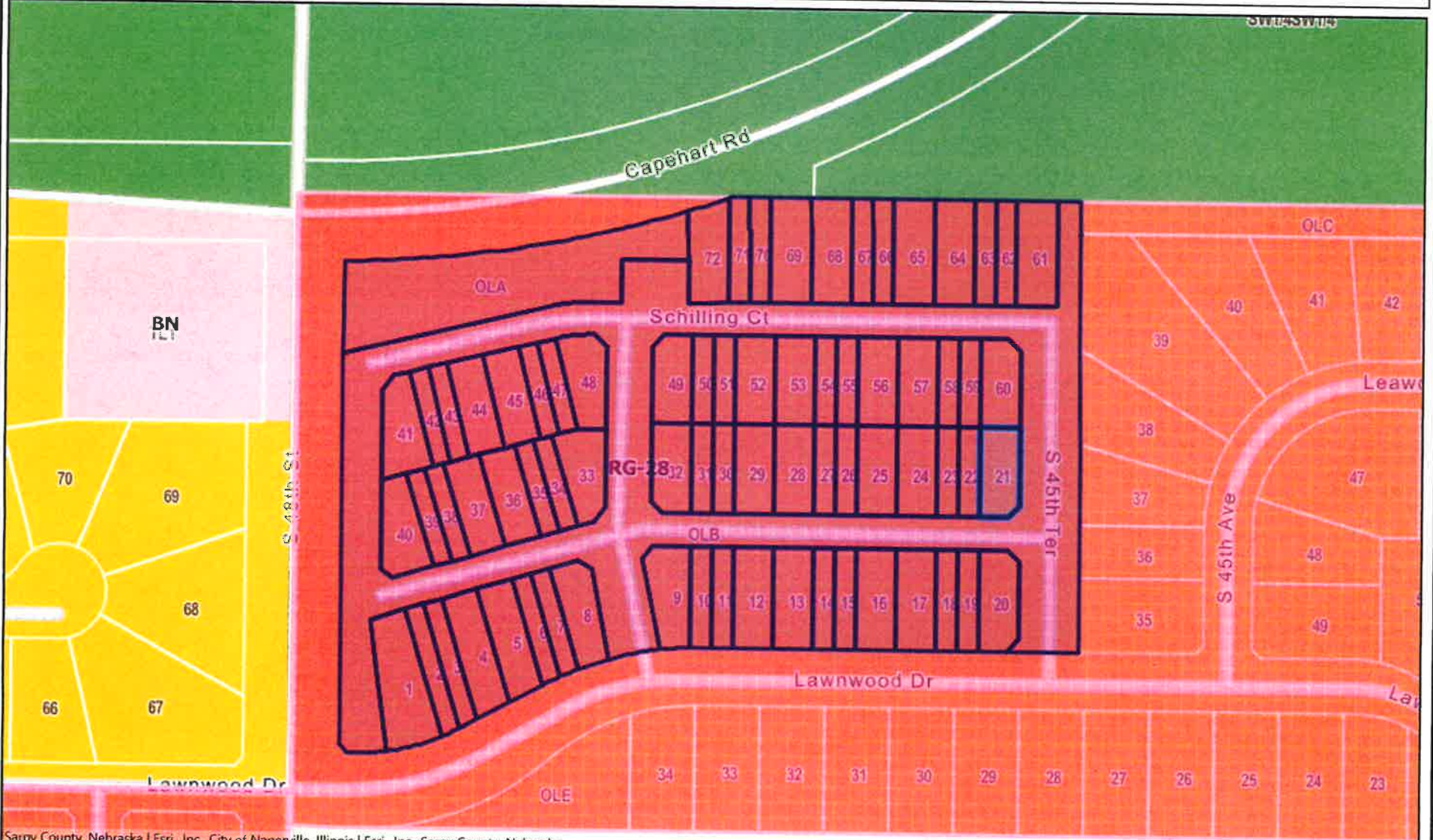
I understand that the last traffic study along Capehart and 48th street was done back in June of 2017. I ask that you reconsider the traffic situation and the safety of our current and future residents and their children.

Sincerely,

Jessie & Allison Evans
First and Last Name

4510 Leawood Dr.
Address

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JAN 27 2022
PLANNING DEPT.

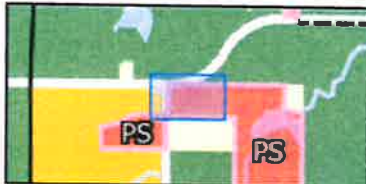


Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska



Map Scale 1: 2257

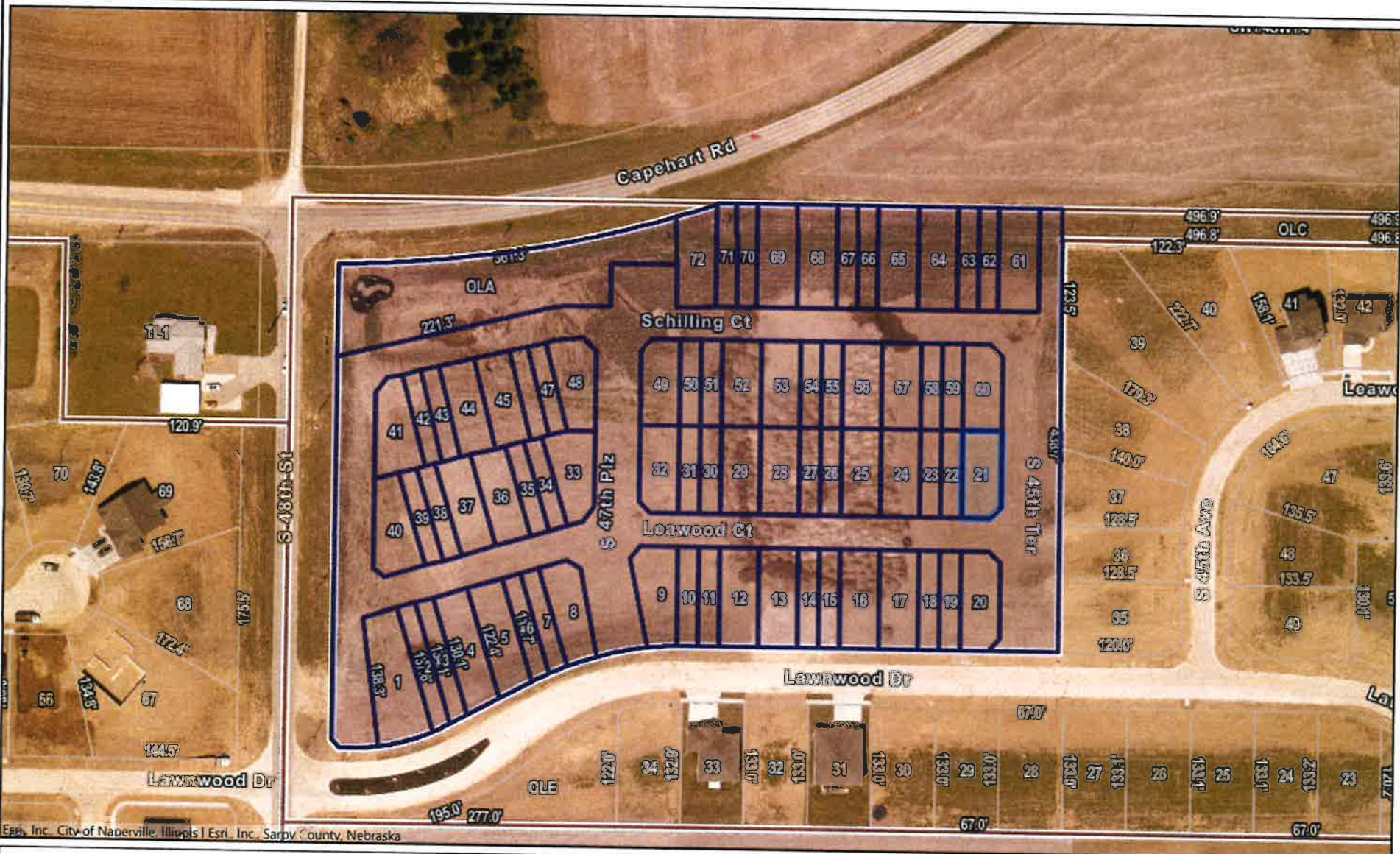
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Notes



Belle Lake Property



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



Map Scale 1: 2257

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Notes



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BELLE LAGO REPLAT 2

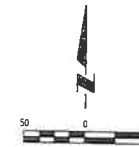
LOTS 1 THRU 63 & OUTLOT "A" THRU "C" INCLUSIVE

BEING A REPLAT OF LOTS 1 THRU 72 INCLUSIVE, AND OUTLOTS "A" AND OUTLOT "B", BELLE LAGO REPLAT 1, A SUBDIVISION LOCATED IN PART OF THE NW 1/4 OF SECTION 08, TOWNSHIP 13 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

CURVE	RADIUS
1	155.00
2	27.50
3	37.50



VICINITY MAP



LEGEND

- BOUNDARY LINE
- - - - - LOT LINE
- - - - - EASEMENTS
- - - - - EXIST. WALKER CONTOURS
- - - - - EXIST. MOUND CONTOURS
- O - O - GAS LINE
- W - W - WATER LINE
- OWP - OWP - POWER LINE (OVERHEAD)
- UGP - UGP - POWER LINE (UNDERGROUND)
- COM - COM - COMMUNICATION LINE (TELEPHONE TV)
- SS - SS - SANITARY SEWER LINE
- ST - ST - STORM SEWER LINE
- FO - FO - FIBER OPTICS LINE
- EXIST. SECTION CORNER
- EXIST. SECTION LINES
- - - - - EXIST. PROPERTY LINES
- - - - - EXIST. EASEMENTS

LEGAL DESCRIPTION

BEING A REPLAT OF LOTS 1 THRU 72 INCLUSIVE, AND OUTLOTS "A" AND OUTLOT "B", BELLE LAGO REPLAT 1, A SUBDIVISION LOCATED IN PART OF THE NW 1/4 OF SECTION 08, TOWNSHIP 13 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

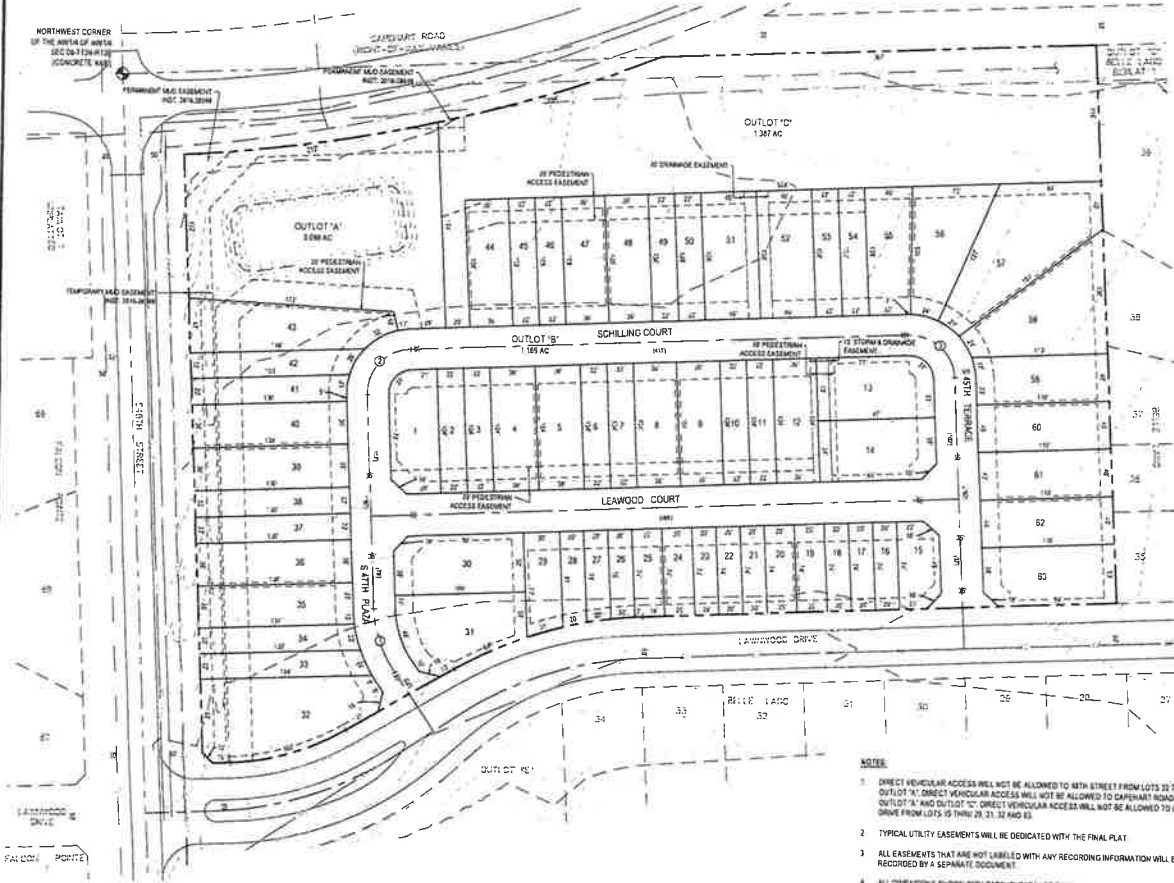
SAY TRACT OF LAND CONTAINS SEVEN SQUARE FEET OR 8.318 ACRES, MORE OR LESS.

DEVELOPER / OWNER
MFC BELLE LAGO BEACH RESORTS, LLC
8802 WEST 20TH AVENUE
WEST DES MOINES, IA 50366

ZONING

EXISTING RG-28-PS

PROPOSED RG-28-PS LOTS 1 THRU 63 5.862 AC
OUTLOT "A" THRU "C" 2.248 AC
TOTAL 8.110 AC



NOTES

- DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO 8TH STREET FROM LOTS 21 THRU 43 AND OUTLOT "A". DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO CAPHART ROAD FROM OUTLOT "A" AND OUTLOT "C". DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO LEAWOOD DRIVE FROM LOTS 15-18 THRU 21, 32 AND 43.
- TYPICAL UTILITY EASEMENTS WILL BE DEDICATED WITH THE FINAL PLAT.
- ALL EASEMENTS THAT ARE NOT LABELED WITH ANY RECORDING INFORMATION WILL BE RECORDED BY A SEPARATE DOCUMENT.
- ALL DIMENSIONS SHOWN WITH PARENTHESES ARE FOR THE LOCATION OF CENTERLINE.
- THE CHAMBERS FOR SIDEWALKS ON CORNER LOTS ARE SET AT TWELVE AND HALF FEET (12.5) FEET FROM THE INTERSECTION OF RIGHT-OF-WAY LINES, NO ANGLES SHOWN WHEN RIGHT-OF-WAY LINES HAVE 90° ANGLE.
- OUTLOT "A" SHALL BE USED FOR A PERMANENT PUMP BASIN. A PERMANENT STORM SEWER AND DRAINAGE EASEMENT IS GRANTED OVER ALL OF OUTLOT "A". OUTLOT "A" SHALL BE MAINTAINED BY THE TOWNHOME ASSOCIATION.
- OUTLOT "B" SHALL BE DESIGNED AS A PRIVATE STREET. OUTLOT "B" SHALL GRANT VEHICULAR AND PEDESTRIAN ACCESS TO LOTS 1 THRU 63 AND OUTLOTS "A" & "C". OUTLOT "B" SHALL BE MAINTAINED BY THE TOWNHOME ASSOCIATION.
- THE FRONT OF EACH LOT SHALL BE DEFINED AS THE LOT LINE ADJACENT TO THE EAST-WEST LEGS OF OUTLOT "B" FOR EASEMENT AND SETBACK PURPOSES. THE FRONT OF LOTS 1 THRU 12 SHALL BE DEFINED AS ADJACENT TO SCHILLING COURT FOR SETBACK PURPOSES.

FRONT YARD	0'
SIDE YARD	2 FT
STREET SIDE YARD	0'
REAR YARD	10'

(1) THE SIDE YARD ALONG THE COMMON WALL SHALL BE 0 FEET. THE COMMON WALL SHALL BE ALONG THE ADJOINING LOT LINE.

LOT AREAS		LOT AREAS		LOT AREAS	
LOT NO.	SQ. FOOTAGE	LOT NO.	SQ. FOOTAGE	LOT NO.	SQ. FOOTAGE
1	6,001	32	5,401	43	6,458
2	2,239	33	1,467	44	2,968
3	2,238	34	1,924	45	3,376
4	2,988	35	1,269	46	3,376
5	2,988	36	1,916	47	3,208
6	2,238	37	1,531	48	3,208
7	2,238	38	1,587	49	3,208
8	3,744	39	2,540	50	3,376
9	3,744	40	5,263	51	4,838
10	3,264	41	5,332	52	4,838
11	2,784	42	5,791	53	2,271
12	3,744	43	3,359	54	3,376
13	5,622	44	3,915	55	4,202
14	4,202	45	4,620	56	3,376
15	2,442	46	4,620	57	5,131
16	1,968	47	2,861	58	7,014
17	1,465	48	2,861	59	6,975
18	1,465	49	4,465	60	4,400
19	1,255	50	4,465	61	4,400
20	1,807	51	2,816	62	4,400
21	5,401	62	1,243	63	5,422

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
10500 148th Street, Suite 100 • Omaha, NE 68164
Phone: (402) 426-2279
www.eacg.com

BELLE LAGO REPLAT 2
LOTS 1 THRU 63 & OUTLOTS "A" THRU "C" INCLUSIVE
BELLE LAGO, NEBRASKA

REVISED PRELIMINARY PLAT

Prepared by: [Signature]
Checked by: [Signature]
Drawn by: [Signature]
Scale: 1" = 20'
Date: 1/11/22

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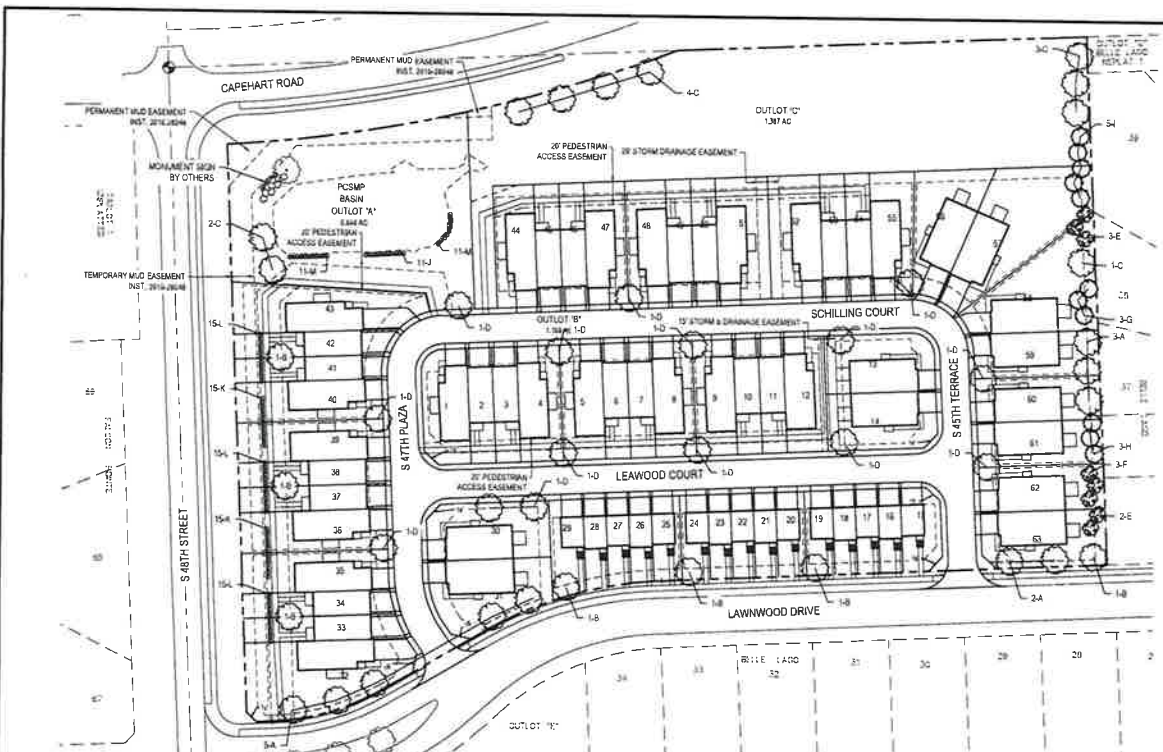


PLANT SCHEDULE

SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
A	10	Gleditsia triacanthos 'Skyline'	Skyline Honeylocust	2"	B&B
B	7	Acer freemanii 'Jeffersred'	Autumn Blaze Maple	2"	B&B
C	10	Quercus rubrum	Red Oak	2"	B&B
D	15	Celtis occidentalis	Hackberry	2"	B&B
E	5	Malus 'Spring Snow'	Spring Snow Crabapple	2"	B&B
F	3	Malus 'Prairifire'	Prairifire Crabapple	2"	B&B
G	3	Pinus flexilis 'Vanderwolf Pyramid'	Vanderwolf Pine	7-8'	B&B
H	3	Picea pungens 'Glaucia'	Colorado Blue Spruce	7-8'	B&B
I	5	Picea abies	Norway Spruce	7-8'	B&B
J	11	Juniperus chinensis 'Sea Green'	Sea Green Juniper	3 Gal.	Cont.
K	30	Viburnum lantana 'Mohican'	Mohican Viburnum	3 Gal.	Cont.
L	45	Eunonymus alatus compactus	Dwarf Burning Bush	3 Gal.	Cont.
M	22	Aronia melanocarpa	Black Chokeberry	3 Gal.	Cont.

PLANT SCHEDULE

Scale: 1 inch = 50 ft.



LANDSCAPE NOTES

1. Locate and verify the location of all underground utilities prior to the start of any construction. Care should be taken not to disturb any existing utilities during construction. Any damage to utilities or other improvements caused by the Contractor will be repaired at no cost to the Owner.
2. All plant material shall be of good quality and sizes shall meet required size specifications.
3. All plants are to be watered immediately after planting and then watered once a week for a period of two months from time of planting.
4. All plant material shall be guaranteed to be in a live and healthy growing condition for two full growing seasons (trees) and one full growing season (perennials & shrubs) after final project acceptance or shall be replaced free of charge with the same grade and species including labor.
5. Verify all dimensions and conditions prior to starting construction. The location of plant material is critical and shall be installed as indicated on plans. Field adjustments that are necessary based on field conditions (i.e., root call and drop, etc. conflict). All adjustments must be approved by the landscape architect.
6. The Landscape Contractor shall remove all construction debris and miller's soil returned to plan, growth from planting pits and beds prior to backfilling with planting mix. All planting areas shall be free of weeds and debris prior to any work.
7. Provide commercially available shrinked mulch to all trees and all planting beds to a 3-4 inch maximum depth unless otherwise noted. Mulch may be replaced 1-2" minimum beyond planting pit. Mulch shall be reasonably free of leaves, twigs, woodchips, fecal substances, or other foreign materials. Minor site grading to be installed if needed.
8. All trees are to be staked for a period of not less than one year from time of planting.
9. Contractor to coordinate work with other amenities contractors.

IRRIGATION NOTES

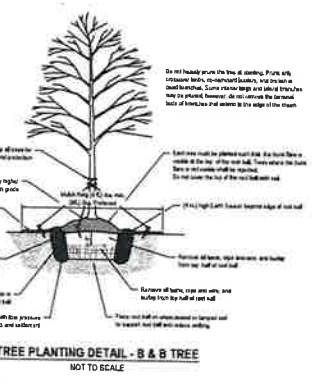
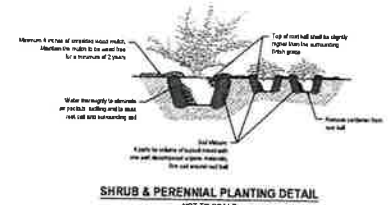
1. Irrigation bid to include meter pit and MUG loop.
2. Irrigate all sodded areas.
3. Irrigation controller to be mounted in a steel utility box with hand for spot lock.
4. Irrigation system to be guaranteed for 1 year. Written guarantee to be supplied prior to final payment.
5. Irrigation contractor responsible for winterize system one time.
6. Irrigation contractor to furnish as-built drawing of the system and dialogue cuts of the installed equipment prior to final payment.
7. Irrigation contractor to provide owner and engineer an irrigation plan shop drawing and equipment catalog cuts for approval prior to installation.
8. Contractor to coordinate work with other amenities contractors.

SEEDING NOTES

1. Seeding shall be Superflop II (no-rye) (red grass) lateral spread hot fescue Kentucky bluegrass mixture from United Seeds, Inc. Planting method and seeding rate shall be 10 lbs per 1,000 sq ft. Seeding date: March-April, dormant seeding, December-March.
2. Mowing shall be installed over all sodding areas (S75 - MAG Single Roll Soil Mowing OR EQUIVALENT).

SODDING NOTES

1. The contractor shall notify the architect at least forty-eight hours in advance of the time he intends to begin sodding and shall not proceed with such work until permission to do so has been given. No sodding shall be placed. No sodding shall be done on frozen earth.
2. Care shall be exercised at all times to retain the sods and on the roots of the sod during the process of transplanting. Clumping from vehicles will not be permitted. The sod shall be planted within eighteen (18) hours from the time it is harvested unless it is lightly rolled or stored under cover in a satisfactory climate. All sod in stacks shall be kept moist and shall be protected from exposure to the hot and sun drying. No sods longer than three (3) days will be permitted. Sod which becomes dead or dries out from the specifications will be rejected.
3. There shall be a minimum of ten inches of topsoil or better, or topped under all sods. Excavations or trenching shall be made to a sufficient depth below the finished grade of the sod to accommodate the depth of sod as specified and the thickness of sod as specified. Fertilizer shall be applied at a rate to provide 100 pounds of nitrogen per acre unless indicated that have applied under another item in this contract to be placed in the sod bed. Fertilizer applied under this item shall be incorporated with the topsoil to a depth of at least two inches below the sod at least unless otherwise specified or approved. Incorporation shall be accomplished by tilling, harrowing, rolling, or using other approved means.
4. The sod in which the sod is laid shall be reasonably moist and shall be saturated, if so directed. The sod shall be laid smoothly, edge to edge, and all openings shall be plugged with soil immediately after the sod is laid. It shall be pressed firmly into contact with the sod bed by tamping, rolling, or by other approved methods so as to eliminate all air pockets, provide firm and even surface, secure locking and grading of exposed soil edges and without displacement of the sod or subordination of the surface of the sodded areas or exposed at the face of the sods; per square yard of sodded area unless otherwise directed.
5. The contractor shall take care of the sodded areas until all work on the entire contract has been completed, and sod beds beveled back and then accepted. Such care shall consist of providing protection against traffic by approved warning signs or barricades and the mowing of grass to the height of two inches when the grass attains a maximum height of four inches.
6. Sod shall also be watered. When the sod is watered, sufficient water shall be applied to wet the sod at least five inches deep in the sod bed. Watering shall be done in a manner which will not cause erosion or other damage to the finished surfaces. Any surfaces which become puffed or otherwise damaged shall be repaired to reestablish the grade and conditions of the soil prior to sodding and shall then be finished and accepted as specified under this item.
7. All arrangements or designs, the sod shall be laid with the longest dimensions parallel to the contours. Such tamping shall begin at the base of slopes of grades and all the sodding progress in a continuous parallel way working upward. Vertical joints between such sodding shall be staggered. All sods will be laid to the grades specified and the grades finished with special care at the junction of changeover.
8. Sod shall be held in place by stakes in all change-overs, on all slopes steeper than 1:1 and elsewhere where specified or as directed. Pegging shall be done immediately after tamping. At least one stake shall be driven through each sod to be staked, and the stakes shall be driven from the face into against the slope and to driver down. Stakes for pegging sod shall be of wood, approximately one inch by five inches and of sufficient length to penetrate the sod, the topsoil and to a minimum depth of six inches of finished soil.
9. The contractor shall keep all sodded areas thoroughly watered for a period of thirty (30) calendar days after the final laying and as often as required thereafter until sod has been fully established (see mowing) and accepted by the engineer and owner. Contractor to use temporary signpost for the watering of the sod. Contractor to supply necessary hoses, fittings and equipment for all watering needs.
10. All sod must be fully established (see mowing) and growing at the time of inspection and acceptance.



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 Engineering • Planning • Environmental & Field Services

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 Phone: 402.476.2200 • Fax: 402.476.2207 • www.eandagroup.com

BELLE LAGO REPLAY 2
 BELLEVUE, NEBRASKA

PLANNED SUBDIVISION
 LANDSCAPE PLAN

Prepared By:	Checked By:	Approved By:	Date:
DESIGNED BY:	DATE:	DATE:	DATE:
DATE:	DATE:	DATE:	DATE:
DATE:	DATE:	DATE:	DATE:
DATE:	DATE:	DATE:	DATE:

RECEIVED

JAN 19 2022

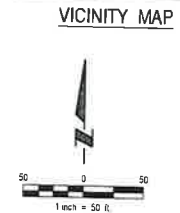
14a.1
3/01/2022

PLANNING DEPT.

BELLE LAGO REPLAT 2

LOTS 1 THRU 63 & OUTLOT 'A' THRU 'C' INCLUSIVE
BEING A REPLAT OF LOTS 1 THRU 72 INCLUSIVE, AND OUTLOTS 'A', AND OUTLOT 'B', BELLE LAGO REPLAT 1, A SUBDIVISION LOCATED IN PART OF THE NW 1/4 OF SECTION 08, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 8TH P.M., SARPY COUNTY, NEBRASKA.

CURVE	RADIUS
1	106.00
2	37.50
3	37.50



---	BOUNDARY LINE
---	LOT LINE
---	EASEMENTS
---	EXIST. MAJOR CONTOURS
---	EXIST. MINOR CONTOURS
○	GAS LINE
—○—	WATER LINE
-DHP- DMP-	POWER LINE (OVERHEAD)
-UGP- UGP-	POWER LINE (UNDER GROUND)
-COM- COM-	COMMUNICATION LINE (TELEPHONE, TV)
-SS- SS-	SANITARY SEWER LINE
-ST- ST-	STORM SEWER LINE
-FO- FO-	FIBER OPTICS LINE
+	EXIST. SECTION CORNER
---	EXIST. SECTION LINES
---	EXIST. PROPERTY LINES
---	EXIST. EASEMENTS

LEGAL DESCRIPTION

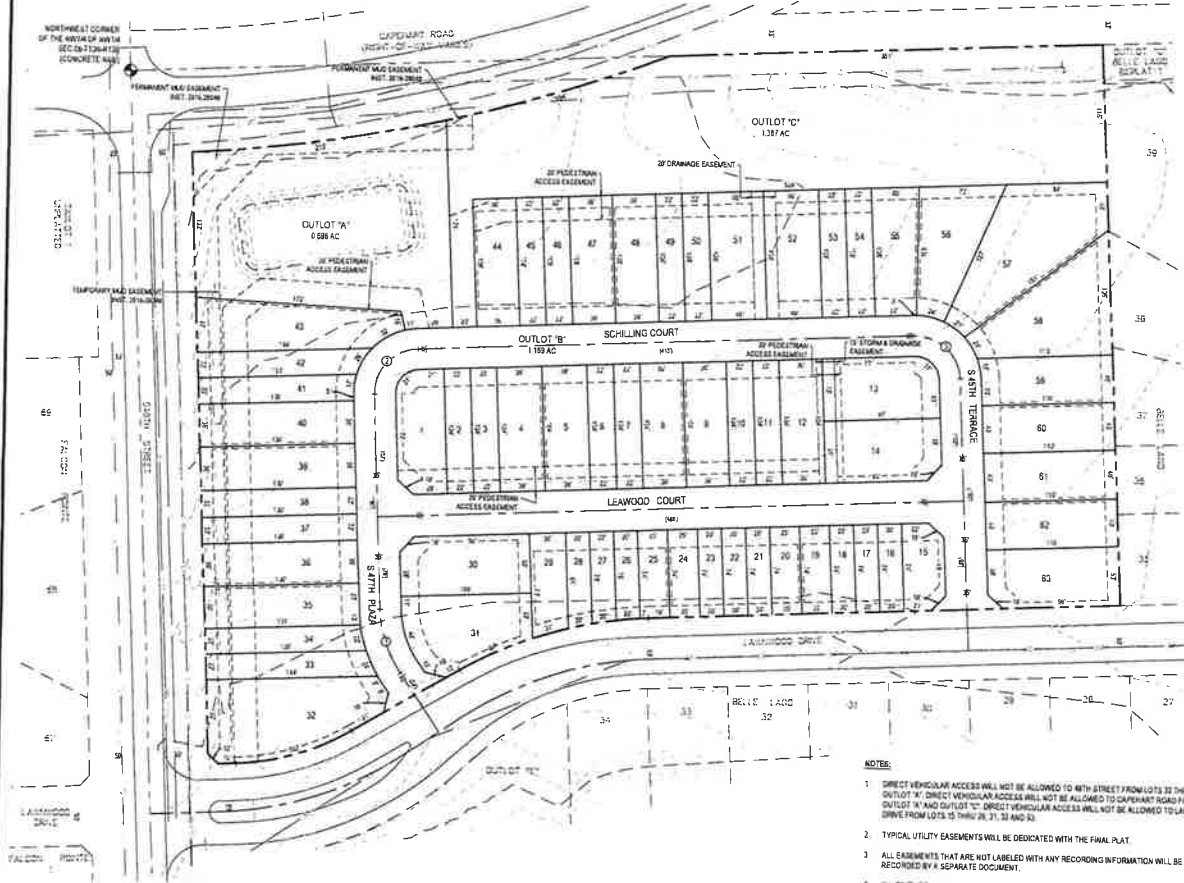
BEING A REPLAT OF LOTS 1 THRU 72 INCLUSIVE, AND OUTLOTS 'A', AND OUTLOT 'B', BELLE LAGO REPLAT 1, A SUBDIVISION LOCATED IN PART OF THE NW 1/4 OF SECTION 08, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 8TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SAD TRACT OF LAND CONTAINS 302 228 SQUARE FEET OR 3 218 ACRES, MORE OR LESS

DEVELOPER / OWNER
PRIC BELLE LAGO BROWNSTONES, LLC
8900 WILSTOWN PIWAY
WEST DES MOINES, IA 50266

ZONING

EXISTING RG-28-PS
PROPOSED RG-28-PS
LOTS 1 THRU 63 5.82 AC
OUTLOT 'A' THRU 'C' 1.24 AC
TOTAL 8.31 AC



NOTES:

- DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO 48TH STREET FROM LOTS 32 THRU 63 AND OUTLOT 'A'. DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO CAPENHART ROAD FROM OUTLOT 'A' AND OUTLOT 'C'. DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO LEAWOOD DRIVE FROM LOTS 12 THRU 28, 31, 33 AND 33.
- TYPICAL UTILITY EASEMENTS WILL BE DEDICATED WITH THE FINAL PLAT.
- ALL EASEMENTS THAT ARE NOT LABELED WITH ANY RECORDING INFORMATION WILL BE RECORDED IN A SEPARATE DOCUMENT.
- ALL DIMENSIONS SHOWN WITH PARENS THESE ARE FOR THE LOCATION OF CENTERLINE.
- THE DIMENSIONS FOR SIDEWALKS ON CORNER LOTS ARE SET AT TWELVE AND HALF FEET (12 1/2) FEET FROM THE INTERSECTION OF RIGHT-OF-WAY LINES. NO ANGLES SHOWN WHEN RIGHT-OF-WAY LINES HAVE 90° ANGLE.
- OUTLOT 'A' SHALL BE USED FOR A PERMANENT PUMP BASIN. A PERMANENT STORM SEWER AND DRAINAGE EASEMENT IS GRANTED OVER ALL OF OUTLOT 'A'. OUTLOT 'A' SHALL BE MAINTAINED BY THE TOWNSHIP ASSOCIATION.
- OUTLOT 'B' SHALL BE DESIGNATED AS A PRIVATE STREET. OUTLOT 'B' SHALL GRANT VEHICULAR AND PEDESTRIAN ACCESS TO LOTS 1 THRU 63 AND OUTLOTS 'A' & 'C'. OUTLOT 'B' SHALL BE MAINTAINED BY THE TOWNSHIP ASSOCIATION.
- THE FRONT OF EACH LOT SHALL BE DEFINED AS THE LOT LINE ADJACENT TO THE EAST-WEST LEGS OF OUTLOT 'B' FOR EASEMENT AND SETBACK PURPOSES. THE FRONT OF LOTS 1 THRU 12 SHALL BE DEFINED AS ADJACENT TO SCHILLING COURT FOR SETBACK PURPOSES.

FRONT YARD	15'
SIDE YARD	2 1/2'
STREET SIDE YARD	5'
REAR YARD	10'

(1) THE SIDE YARD ALONG THE COMMON WALL SHALL BE 0 FEET. THE COMMON WALL SHALL BE ALONG THE ADJOINING LOT LINE.

LOT AREAS		LOT AREAS		LOT AREAS	
LOT NO.	SQ. FOOTAGE	LOT NO.	SQ. FOOTAGE	LOT NO.	SQ. FOOTAGE
1	6,900	32	6,887	43	6,458
2	2,278	33	1,887	44	3,894
3	3,388	34	1,859	45	3,376
4	3,966	35	1,251	46	3,376
5	3,609	36	1,405	47	3,888
6	2,208	37	1,521	48	3,888
7	3,388	38	1,387	49	2,976
8	3,744	39	2,543	50	2,976
9	3,744	40	5,853	51	6,168
10	2,208	41	5,832	52	4,896
11	2,208	42	6,761	53	2,376
12	3,144	43	3,358	54	2,376
13	5,832	34	2,976	55	4,896
14	4,896	35	4,833	56	5,307
15	2,442	36	4,080	57	6,121
16	1,484	37	2,880	58	7,314
17	1,980	38	2,880	59	4,415
18	1,485	39	4,480	60	4,400
19	1,824	40	4,888	61	4,400
20	1,824	41	2,876	62	4,406
21	1,824	42	4,144	63	5,422

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
10255 NW 14th Street, Suite 100 • Omaha, NE 68164
Phone: 402.265.2000 • Fax: 402.897.2399
www.eandagroup.com



BELLE LAGO REPLAT 2
LOTS 1 THRU 63 & OUTLOTS 'A' THRU 'C' INCLUSIVE
BELLEVUE, NEBRASKA

REVISED PRELIMINARY PLAT

DATE	DATE	DATE	DATE
PREPARED BY	CHECKED BY	DATE	DATE
DESIGNED BY	APPROVED BY	DATE	DATE
DRAWN BY	DATE	DATE	DATE
SCALE	SCALE	SCALE	SCALE
SHEET NO.	TOTAL SHEETS	DATE	DATE

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15a.
3/01/2022

COUNCIL MEETING DATE: 03/01/2022		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Annual "Ride of Silence" - Bellevue Bicycle Club

SYNOPSIS/BACKGROUND:

The Bellevue Bicycle Club will be doing their annual "Ride of Silence" on Wednesday, May 18, 2020, from approximately 7:00 p.m. to 8:30 p.m., using portions of West Papio trailhead to 48th; 48th to Hwy 370; Hwy 370 to Fort Crook Road; Fort Crook Road to Chandler Road; U-turn back to 370; Hwy 370 to 36th to trailhead. Because of the usage of the State Highway, a Resolution is needed to show the City's NDOT compliance.

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: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Recommendation to approve Resolution #2022-06; authorize the Mayor to sign and waive the \$50 event fee.

ATTACHMENTS:

- Resolution #2022-06
- Certificate of Insurance
- letter from Mr. Michael McGee
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures in blue ink]

RESOLUTION NO. 2022-06

WHEREAS, the Bellevue Bicycle Club will hold the annual “Ride of Silence” (“special event”) in the City on Wednesday, May 18, 2022, and,

WHEREAS, a portion of Nebraska Highway 370 (“highway property”) located within the corporate limits of the City of Bellevue (“City”) will be used for bicycle riders to proceed on Highway 370 from 48th Street east to the northbound exit lane of Fort Crook Road, on Wednesday, May 18, 2022, from approximately 7:00 p.m. until 8:30 p.m., in conjunction with the special event; and,

WHEREAS, the need for barricades, signage and/or other traffic control devices is not anticipated and damage to, or modification of, road surfaces is not expected; and,

WHEREAS, the procession of bicycle riders will be escorted by local law enforcement; and,

WHEREAS, Nebraska state law allows the use of the state highway system by the City, including full and partial lane closures, for special events as designated by the City, provided the following conditions are met:

- a) The roadway is located within the official corporate limits or zoning jurisdiction of the City;
- b) The City shall have the legal duty to protect the highway property from any damage that may occur arising out of the special event and the state shall not have any such duty during the time the City is in control of the highway property designated for the event;
- c) Any existing statutory or common law duty of the state to protect the public from damage, injury, or death shall become the duty of the City, and the state shall not have such statutory or common law duty during the time the City is in control of the property designated for the special event.

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

The City of Bellevue hereby designates the annual “Ride of Silence” as a special event under LB589/Neb. Rev. Stat. § 39-1359, and hereby notifies the State of Nebraska that it acknowledges and accepts the duties imposed by such law and if a claim is made against the state, shall indemnify, defend, and hold harmless the state from all claims, demands, actions, damages, and liability, including reasonable attorney’s fees, that may arise as a result of full and partial lane closures of the highway property in conjunction with the annual “Ride of Silence.”

PASSED AND APPROVED this 1st day of March, 2022.

ATTEST:

Rusty Hike, Mayor

Approved as to Form:

Susan Kluthe, City Clerk

City Attorney



**BELLEVUE BICYCLE CLUB
NEBRASKA**

City Administrator
Jim Ristow
1500 Wall Street
Bellevue, NE 68005

February 14, 2022

OK
Jim Ristow

Request for Resolution for Use of Highway 370 for an Event

Dear Mr. Ristow,

The Bellevue Bicycle Club request the City Council Approval for use of Highway 370 under Nebraska State Statute 39-1359.

The "Ride of Silence" is a worldwide memorial ride to honor those injured or killed in traffic accidents while cycling on the public roadways. The event will take place on Wednesday May 18th, 2022 (the third Wednesday of May) beginning at 7:00 P.M.

The ride will begin from the West Papio Trailhead on Raynor Parkway. From there, the ride will proceed to 48th street, south to Highway 370, east to Fort Crook Road then northbound to Chandler Road. At Chandler Road the riders will U-turn and ride south on Fort Crook Road back to Highway 370, west to 36th street, then north to the trailhead. This ride is simultaneously at the same time the Bellevue Police Department is hosting the local area law enforcement motorcycle officers' training course. The police motorcycles will escort the bicycle riders while on the public roadway.

Your assistance with this event is appreciated.

Respectfully submitted,

Michael McGee
Vise-President Bellevue Bicycle Club
402-707-4128
Mgmcgee.us@gmail.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Specialty Insurance & Risk Services, Inc. 7609 W. Jefferson Blvd., Suite 100 Fort Wayne IN 46804		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:																						
INSURED League of American Wheelmen dba League of American Bicyclists 1612 K Street NW, Suite 1102 Washington DC 20006		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Arch Insurance Company</td> <td>11150</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Arch Insurance Company	11150	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER B:																								
INSURER C:																								
INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES

CERTIFICATE NUMBER: 1001949811

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	N	SBCGL0054505	02/01/2022	02/01/2023	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: CLUB					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ Excluded
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 5,000,000
						PRODUCTS - COMP/OP AGG	\$ 5,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

- Coverage applies to BELLEVUE BICYCLE CLUB, 6916 BETH AVENUE, PAPIILLION, NE 68133.

- Notable Exclusions: Racing. Time trials involving racing between individuals (a covered time trial is an individual timing activity). Commercially-operated tours. Commercial bicycle repair shops. Bicycle rental programs. Construction or engineering of bicycle trails or paths. Organizing or supervising a program that involves the regular transportation of minors to and from school. Activities involving certain E-bikes, mopeds, or any other vehicle with manual power source

CERTIFICATE HOLDER**CANCELLATION**

BELLEVUE BICYCLE CLUB

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

6916 BETH AVENUE

AUTHORIZED REPRESENTATIVE

PAPIILLION

NE 68133

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY American Specialty Insurance & Risk Services, Inc.		NAMED INSURED League of American Wheelmen dba League of American Bicyclists 1612 K Street NW, Suite 1102 Washington, DC 20006	
POLICY NUMBER SBCGL0054505		EFFECTIVE DATE: 02/01/2022	
CARRIER Arch Insurance Company	NAIC CODE 11150		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE - Certificate #1001949811

- Exclusions (cont'd)-Bike Share Programs, Year-round Bike Depot operations, Pedi-Cabs, Tours/events greater than five days, Events that are sanctioned or approved by USA Randonneurs
- Coverage is not provided for special events unless those events are first scheduled and approved by the insurer and appropriate premium is paid. Special events are any ride for which a participation fee is charged (certain exceptions may apply). Club insurance must be in place before special event coverage can be purchased.
- Coverage applies to bicycle-related activities conducted and supervised by the insured organization. Coverage does not apply to bicycle education courses (as defined in the policy) or bicycle refurbishment unless otherwise indicated herein. Coverage applies to BELLEVUE BICYCLE CLUB from February 01, 2022 through January 31, 2023.
- Coverage available under Policy #SR2014DC-P-050467 is on file with the policyholder. Accident Medical Coverage, \$10,000 per person per accident excess of a \$500 per claim deductible and excess of any other valid and collectible insurance. Accidental Death & Dismemberment, \$5,000 per person per accident.



CITY OF BELLEVUE
APPLICATION FOR EVENT LICENSE

The undersigned hereby makes application to conduct or operate a carnival, show, temporary amusement park, or music concert in the City of Bellevue, Nebraska, under the provisions of City Code Sections 5-36 thru 5-40, and hereby submits the following facts in support thereof:

Date: 2-14-2022_____

APPLICANT NAME: BELLEVUE BICYCLE CLUB_____ ADDRESS: 702 Fort Crook Road S, Bellevue NE 68005_____

PHONE #: 402-707-4128_____ EMAIL ADDRESS: mgmgee.us@gmail.com_____

CORPORATION (Name/Address): BELLEVUE BICYCLE CLUB 702 FORT CROOK ROAD S, BELLEVUE NE 68005_____

CORPORATION OFFICERS: Scott P. USSERY – President; Michael G, MCGEE – Vice-President_____

PROPOSED ACTIVITY: 2022 RIDE OF SILENCE_____

DAY/DATE OF PROPOSED ACTIVITY: WEDNESDAY MAY 18TH, 2022_____ RAIN DATES: NONE_____

LOCATION OF PROPOSED ACTIVITY: West Papio trailhead to 48th; 48th to Hwy 370; Hwy 370 to Fort Crook Road: Fort Crook Road to Chandler Road: U-turn back to Hwy 370; Hwy 370 to 36th to trailhead._____

HOURS OF OPERATION: 7:00 P. M. to approx. 8:30 P. M. _____

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

1. Sanitary Facilities: Not at this time_____
2. Running Water: Not at this time_____
3. Power: Not at this time_____
4. Parking: Not at this time_____
5. Insurance: SEE ATTACHED CERTIFICATE_____

(Please provide Certificate of Insurance Naming City of Bellevue as Additional Insured)

Please address any specific requests of the Police/Parks/Streets Departments on the 2nd page.

I guarantee to the City of Bellevue that the premises will be cleaned and inspected following the above listed event on the day(s) indicated and, after inspection by the City, we will meet any additional responsible requests of the City of Bellevue as to the cleaning of the premises. For equal opportunity enjoyment for all individuals, I guarantee that all events will meet the legal requirements outlined in the American with Disabilities Act (ADA) and its amendments to prevent discrimination and enable individuals with disabilities to participate fully in all aspects of the event. **I understand the \$50.00 event fee is a NON-REFUNDABLE APPLICATION FEE.**

Signature of Applicant: _____

Michael McGee
mgmgee.us@gmail.com

has talked to Tom Dargy

FOR CITY OFFICE USE ONLY:



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: February 15, 2022

SUBJECT: Approve request of application for the Bellevue Bicycle Club to host the "Ride of Silence" The event will take place Wednesday, May 18, 2022 from 7:00 PM to approximately 8:30 PM. The route is in the Event Application. Please review and provide any comments.

Please make comments on the above request and return to Susan Kluthe, by, Tuesday, February 22, 2022. 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

Approved

Asst. Chief of Police David Stukenholtz

Signature or Fill in Your Name

2-16-22

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

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Comments

No Comments

no forseen conflicts with event date, time as proposed

Bobby Riggs

2/16/22

Signature or Fill in Your Name

Date

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15b
3/01/2022

COUNCIL MEETING DATE: 03/01/2022		SUBMITTED BY: <u>Tammi Palm</u>		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 redevelopment plan for Lot 5, Edward Warren Addition, and Tax Lot H2, located in the Southwest ¼ of Section 16, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska. Applicant: TKC Chandler, LLC. General Location: W Chandler Rd and S 35th Street.

SYNOPSIS/BACKGROUND:

TKC Chandler, LLC has submitted a redevelopment plan for approximately 10 acres of land near South 35th Street and Chandler Road. The applicant intends to development the Chandler Creek Subdivision consisting of 38 single family residences. Additionally, the applicant will rehabilitate the existing single family residence on Lot 5, Edward Warren Addition. This area was previously declared as blighted and substandard. TKC Chandler, LLC is requesting TIF in the amount of \$1,807,000. The project is estimated to be worth \$10,920,000 upon completion.

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: _____ CIP PROJECT NUMBER: _____

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

ACCOUNTING DISTRUBUTION CODE: _____ ACCOUNT NUMBER: _____

RECOMMENDATION:

The Planning Department and Planning Commission are recommending approval.

ATTACHMENTS:

1. <u>Staff Memo</u>	2. <u>Resolution 2022-07 (with attachments)</u>	3. _____
4. _____	5. _____	6. _____

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

[Handwritten signatures in blue ink]



City of Bellevue
Planning Department

1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3026

MEMORANDUM

To: Planning Commission
FROM: Angela Curry, Assistant Planning Manager
DATE: February 22, 2022
RE: Proposed Redevelopment Plan for Lot 5, Edward
Warren Addition, and Tax Lot H2

Attached for your review and recommendation is the Redevelopment Plan for TKC Chandler LLC. This plan proposes the redevelopment of the vacant property of Tax Lot H2, and adjacent Lot 5, Edward Warren Addition. This area was previously designated as blighted and substandard by the City Council. Approval of the Redevelopment Plan is the next step in the redevelopment process.

The site is approximately 10.25 acres in size and consists of two lots located on the south side of West Chandler Road between South 32nd Street and South 36th Street. Undeveloped Tax Lot H2 is approximately 9.99 acres, and Lot 5, Edward Warren Addition, is developed with a single-family residential structure built in 1961 and in need of significant repairs.

The applicant is proposing redevelopment of the property by replatting Tax Lot H2 to be developed into thirty-eight lots with single-family residential dwellings. The first structure will be a model home thought to be completed before the end of 2022. Thereafter, the applicant projects they will construct approximately ten residences before the end of 2023, an additional twelve by the end of 2024, and another fifteen by the end of 2025. Each home will be 1,600 to 1,700 square foot split entry or raised ranch with three bedrooms, two bathrooms and an attached two car garage. The applicant plans to revitalize the existing structure on Lot 5 and provide aesthetic harmony with the new homes of the Chandler Creek development.

The applicant is estimating the property's assessed valuation to be \$10,920,000 upon completion of the thirty-eight new single-family residences on Tax Lot H2 and rehabilitation of the residence on Lot 5, Edward Warren Addition.

The Redevelopment Plan states there is approximately \$1,807,000 of Tax Increment Financing (TIF) eligible redevelopment costs associated with the project. The applicant is proposing the use of TIF

to fund \$1,807,000 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 with a 10 acre parcel that has remained vacant and underutilized and rehabilitation of a 60-year-old single family residence; both located on the south side of West Chandler Road. As noted in the redevelopment plan, the Comprehensive Plan designates this area as low density residential. The site is currently zoned Single-Family Residence – 7,200 Square Feet, which is a medium density residential designation. The proposed medium density residential development is consistent with the existing uses adjacent to the property and conforms to the city's overall plan for development.

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 TKC Chandler LLC Redevelopment Plan based on conformance with the Comprehensive Plan, elimination of a blighted and substandard area, conformance with the requirements of the State Statutes, and the opportunity for redevelopment along West Chandler Road.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommended approval of the TKC Chandler LLC Redevelopment Plan based on conformance with the Comprehensive Plan, elimination of a blighted and substandard area, conformance with the requirements of the State Statutes, and the opportunity for redevelopment along West Chandler Road.

RESOLUTION 2022-07

WHEREAS, TKC Chandler LLC., is the developer of certain real property currently situated within the corporate limits of the City of Bellevue ("City"), Lot 5, Edward Warren Addition, and Tax Lot H2, located in the Southwest ¼ of Section 16, T14N, R13E of the 6th P.M., 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, TKC Chandler, LLC 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 single-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 TKC Chandler, LLC; and

WHEREAS, it is further anticipated that, when completed, the Redevelopment Project will result in an approximately \$10,628,449 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, TKC Chandler, LLC. 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 TKC Chandler, LLC, in an amount not to exceed the principal sum of \$1,807,000 which, if fully paid, will reimburse TKC Chandler, LLC. 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 TKC Chandler, LLC 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, TKC Chandler, LLC, 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, TKC Chandler, LLC, and such other parties as

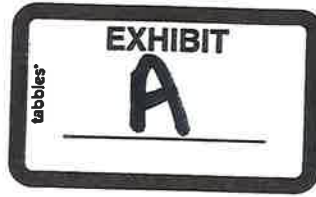
shall be appropriate, to be first approved by this City Council, the appropriate City officers, employees and agents shall undertake all such acts as shall be necessary or appropriate to implement the Redevelopment Plan or to otherwise allow for the Redevelopment Project.

PASSED AND ADOPTED THIS 15TH DAY OF MARCH, 2022.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk



RECEIVED
JAN 18 2022
PLANNING DEPT.

**TIF APPLICATION
FOR
CHANDLER CREEK REDEVELOPMENT**

LOT 5, EDWARD WARREN ADDITION AND TAX LOT H2
BELLEVUE, NEBRASKA

SUBMITTED: December 20, 2021

Submitted to:

Chairman and Members of the Planning Board

Submitted by:

Applicant: TKC Chandler LLC
1310 Lambert Drive
Papillion, NE 68046

Attorney for Applicant: Elizabeth A. Sevcik
Croker Huck Law Firm
2120 S. 72nd St., Ste. 1200
Omaha, NE 68023
(402) 505-3159
esevcik@crokerlaw.com

Project Description

Background:

The project site is located on the south side of W. Chandler Rd. between S. 32nd Street and S. 36th Street in Bellevue, NE. The project site presently consists of two lots. Lot 5 Edward Warren Addition contains a single-family residence that is 60 years old and in significant deterioration. Such deterioration is evidenced by a lack of shingles/proper roofing among other signs of age and decay. Lot H-2 has been vacant and undeveloped land for more than 40 years.

The property is designated as a “blighted and substandard” area by the City of Bellevue. Redevelopment of the property will support the City of Bellevue’s elimination of blighted and substandard areas within its boundaries. The property is located within a primarily residential area where the average age of the surrounding structures is more than 40 years old.

Redevelopment of this site is anticipated to begin in 2022 with site development, followed by the construction of a model home to be completed by the end of 2022. Thereafter approximately 37 more single-family homes will be constructed over a three-year period and the existing single-family residence will be remodeled to rehabilitate the property and complement the neighboring development.

Existing Land Use and Conditions of the Redevelopment Site:

The site, approximately 10.25 acres in size, consists of two lots total: one lot developed with a single-family residential structure and one undeveloped lot constituting approximately 9.99 of the total acres. Exhibit A-1 shows the undeveloped nature of Lot H-2 and the residence located on Lot 5 Edward Warren Addition, including its lack of proper shingling on the roof. The residential structure is in poor physical condition and the vacant land does not currently contain any of the infrastructure necessary for the development of residences or other structures on the site.

The property is currently zoned as Single-Family Residential- RS-72.

The site has already been declared to be blighted and substandard by the City of Bellevue pursuant to the standards of the Community Development Law, Neb. Rev. Stat. § 18-2101, et. seq.

Proposed Use and Project Details:

Applicant proposes to re-plat the vacant land into thirty-eight lots to be known as Chandler Creek. The project is proposed to be rezoned to RD-60 to accommodate 38 lots for single family residential use on the 9.99 acres. Applicant anticipates beginning grading and installation of necessary infrastructure in early 2022, with the objective of completing a model home at the site before the end of 2022. Thereafter Applicant projects it will construct approximately 10 residences before the end of 2023, an additional 12 houses by the end of 2024 and another 15 houses by the end of 2025.

The residences will be single-family residences and applicant expects a market price point of approximately \$260,000-\$300,000. The average home in the neighborhood will be a 1,600-

1,700 square foot split entry or raised ranch style house with three bedrooms and two bathrooms. The neighborhood will have two entry points with a road curving through the subdivision for access. Lots will range in size from about .12 to .20 acres. A site plan is attached hereto as Exhibit A.

Applicant further plans to remodel the existing residential structure to revitalize the residence and provide aesthetic harmony with the new homes of Chandler Creek development.

The property is owned by TKC Chandler LLC and the site will be developed by Applicant. The residential structures will be built by Imperial Homes, LLC. The architectural plans are being designed by Full House Architecture & Construction. Engineering services are provided by TD2 Engineering & Surveying.

Parking Plan for Proposed Project:

Each residence will have an attached two car garage and driveway available for parking. There will be parking along the roads within the development as well.

ANALYSIS:

The project site is located within a Community Redevelopment Area, meets the requirements of the Community Development Law and qualifies for the submission of an application for the utilization of Tax Increment Financing to cover costs associated with project development as submitted for approval through the Tax Increment Financing process. The project is or will be in compliance with zoning requirements, the City's Master Plan, and applicable Ordinances and development regulations.

This development project serves to expand housing availability for single-family entry level housing in Bellevue and eliminates an area of blight with no recent development along W. Chandler Rd. The project will rehabilitate a dilapidated structure and provide the needed site preparation, utilities connections, and infrastructure necessary to develop a location that has stagnated in development due to the lack of necessary infrastructure for a comprehensive development. The difficulties and the additional costs involved in installing infrastructure and connecting utilities, as well as integrating and updating the deteriorating house next door into a cohesive and attractive neighborhood, are challenges that further support the necessity of TIF assistance for this project.

This project would not be feasible without the assistance of the TIF Program as shown by the attached calculation on the return on investment with and without TIF funds. A reasonable investor would not find the return on investment to be sufficient without the assistance of the TIF funds and would not invest in development of the property. Accordingly, TIF funds are necessary for this project to go forward.

Project Finance Summary

Sources of Funds:

Owner Equity

Amounts:

\$9,524,905

Tax Increment Financing	\$1,807,000
Total Sources of Funds:	\$11,331,905

Uses of Funds:

Land Acquisition	\$680,000
Platting	\$65,000
Site Grading	\$143,000
Storm Sewer	\$92,400
Sanitary Sewer	\$209,600
Paving	\$326,600
Sidewalk	\$21,600
Water	\$127,200
Electricity	\$54,400
Architecture Cost	\$50,000
Attorney Fees	\$15,000
TIF Application Fees	\$23,105
Construction Costs for 38 New Residences	\$9,424,000
Remodel of Existing Residence	\$100,000
Total Uses of Funds:	\$11,331,905

Final Valuation Discussion

The applicant estimates the average assessed valuation for the 38 new single-family residences to be \$280,000 per house for a total of \$10,640,000. The estimated assessed valuation for the rehabilitated property is \$280,000, for a total final assessed valuation of \$10,920,000. The current assessed valuation for Tax Lot H2 is \$173,239. The current assessed valuation for Lot 5 is \$118,312, for a total current assessed valuation of the project site of \$291,551.

Land Use and Zoning

The site's two lots are currently zoned as RS-72. The project will remain residential but due to lot size Tax Lot H2 requires rezoning to RD- 60.

Utilities and Public Improvements

Tax Lot H2 is currently undeveloped, therefore connections to standard utilities (electrical, water, gas, sewer) will need to be constructed within the site and connected to existing main lines near the site. The project will also require installation of roads, sidewalks, curbing, gutters, hydrants, and stormwater management facilities. The residence on Lot 5 is already connected to utilities and benefitted by public improvements.

Historical Status

Not applicable.

Evaluation Criteria: Mandatory Criteria

1. **The project must be located within a blighted area or an area eligible for a designation of blight as required and set forth by Nebraska statute.**

The properties were previously designated by the City of Bellevue as a substandard and blighted in accordance with Community Development Law, Neb. Rev. Stat. § 18-2101, et. seq.

2. **The project must further the objectives of the City's Master Plan.**

The project will result in the development of approximately 10 acres of vacant and underutilized land on the south side of W. Chandler Road between S. 32nd Street and S. 36th Street in Bellevue, NE and rehabilitation of an existing substantially deteriorated residential structure. Once completed the development will offer 38 new single-family residences to support the continued growth and housing needs of the Bellevue community. While the City's Future Land Use Map shows the master plan for the properties is low density residential, this medium density residential development conforms to the general plan for the City as a whole because it is consistent with the medium density residential uses adjacent to the properties on the North, East, and South and furthers the City's goal of adding residential development to the area in a manner that is economically feasible.

3. **The use of TIF for the project will not result in a loss of pre-existing tax revenues to the City and other taxing jurisdictions.**

The Tax Increment Financing request proposes to utilize only the increase in property taxes resulting from the improvements proposed by the developer. Existing tax revenues will continue to accrue to the benefit of the City of Bellevue and other taxing jurisdictions within which the property lies. This property is currently mostly undeveloped, and the development of the property will add to the future tax base of the City. The City and other taxing authorities will continue to receive taxes at the current assessed value for the base year and will receive a significant increase in taxes on the increased taxable value upon completion of the TIF payments.

4. **The developer is able to demonstrate that the project would not be economically feasible without the use of Tax Increment Financing. In addition, if the project has site alternatives, the proposal must demonstrate that it would not occur in the area without TIF. Return on investment assists in determining the economic feasibility of the project.**

See Developer's "Return on Investment Analysis" attached hereto as Exhibit B.

Cost-Benefit Analysis

1. **Tax shifts resulting from the approval of the use of funds pursuant to section 18-2147 (of the Community Development Law):**

There are no anticipated tax shifts resulting from this project. The current taxing authorities will continue to receive taxes on the property at the current assessed value determined for the base year.

2. Public infrastructure and community public service needs impacts and local tax impacts arising from projects receiving incentives:

Public infrastructure currently exists along and adjacent to the project site. The project will provide sidewalks, lighting, and landscaping around and at the site, and will supply the necessary infrastructure within the site. Currently, this site is underutilized as mostly vacant land and contributes to the blight of the area with the poorly maintained residential structure along W. Chandler Road. Over the long term, the project will provide a significant increase in local property tax revenues based upon the increased value of the developed site after repayment of the TIF funds. While the project will provide 38 new housing units to the area, any impact upon the community public services already provided in the area are outweighed by the increased tax revenue to be provided by such development. Additionally, the new housing will not be added all at once but over a period of approximately three years, allowing for the growth of the public service needs with the development over an extended period of time.

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

During redevelopment and construction, the project will create jobs and local businesses are likely to be patronized by workers. Upon completion of the project, the project will create housing availability for new and existing residents of the Bellevue community. The project will further benefit local business by increasing the residents in the area who will be likely to patronize nearby Bellevue businesses.

4. Impacts on businesses within the area:

This project will bring 38 additional households to the community of Bellevue. Those residents will support local shops and restaurants. The project will also provide new housing options for those working at businesses in the area or for those looking to work for Bellevue businesses.

5. Impacts on students' populations and school districts within the project area:

This project will likely bring families with students into the school districts serving the area, but due to the size of the residences, number of housing units within the project, and three-year development period, it is not likely to have such a significant impact that it would have an adverse effect.

6. Any other impacts relevant to the consideration of costs and benefits arising from the development project:

This project will bring new housing into an area that has not seen development for many years and will hopefully act as a catalyst for other developments and the revitalization of the surrounding properties.

While the addition of new residences will increase the traffic along West Chandler Road in the development area, the subdivision provides for only two access points into the subdivision. The two access points will allow for the growth of residential housing in the area in furtherance of the City's master plan while at the same time minimizing the number of entry points onto West Chandler Road, for better control of traffic and safety.

TIF Request

The TIF request is for \$1,807,000, plus accrued interest. The TIF amount is less than 16% of the total project cost. TIF will be used to offset TIF eligible costs such as land acquisition, site prep work, architectural and engineering fees, and public improvements as required. The TIF Eligible Expenses are shown in detail on Exhibit C. The total estimated project cost is \$11,331,905. The final assessed valuation upon completion of the project of \$10,920,000.00 will support the TIF request with interest at the rate of 4% per annum as shown by the Amortization Schedule attached as Exhibit D.

Exhibit B
Return on Investment Analysis

House Construction Costs

Price per square foot (3 bed, 2 bath, 2 car garage)	\$155
Square Footage of House	1,600
Construction cost per new house	\$248,000
Total number of new homes	38
Total cost of new home construction	\$9,424,000
Cost of remodel for existing home	\$100,000
Total remodel and new construction cost:	\$9,524,000

Other Development Costs

Development Costs from Exhibit C	\$1,807,905
Total Other Development Costs	\$1,807,905

Total Cost **\$11,331,905**

Source of Funds	Project with TIF	Project without TIF
TIF Proceeds	\$1,807,000	\$0
Equity	\$9,524,905	\$11,331,905
Total:	\$11,331,905	\$11,331,905

Market Price per House	\$280,000
Net Sales Proceeds after 6% Real Estate Commission	\$263,200
Total Net Sales Proceeds for 39 houses	\$10,264,800

Return on Investment **8%** **-9%**

Exhibit C
TIF Eligible Expenses

Land Acquisition	\$680,000
Platting	\$65,000
Site Grading	\$143,000
Storm Sewer	\$92,400
Sanitary Sewer	\$209,600
Paving	\$326,600
Sidewalk	\$21,600
Water	\$127,200
Electricity	\$54,400
Architecture Cost	\$50,000
Attorney Fees	\$15,000
TIF Application Fees	\$23,105
Total:	\$1,807,905

EXHIBIT D
Chandler Creek Development

Year	Total Taxable Valuation	Pre- Development Base	TIF Taxable Valuation	Tax Levy	Gross TIF Tax Revenue	Treasurer's 1% Fee	Tax Revenue Available for TIF DS	Debt Service Payments					
								Principal	Interest at 4.0%	TIF DS PMT	Loan Balance		
Jan-22	0												
Mar-22	0.5												\$ 1,807,000
Jul-22	1									\$ 36,140			\$ 1,843,140
Mar-23	1.5									\$ 36,863			\$ 1,880,003
Jul-23	2									\$ 37,600			\$ 1,917,603
Mar-24	2.5	571,551	291,551	280,000	2.313825	3,239	32	3,207	\$ (35,912)	\$ 39,119	\$ 3,207		\$ 1,991,867
Jul-24	3	571,551	291,551	280,000	2.313825	3,239	32	3,207	\$ (36,630)	\$ 39,837	\$ 3,207		\$ 2,028,497
Mar-25	3.5	3,080,000	291,551	2,788,449	2.313825	32,260	323	31,937	\$ (8,633)	\$ 40,570	\$ 31,937		\$ 2,037,130
Jul-25	4	3,080,000	291,551	2,788,449	2.313825	32,260	323	31,937	\$ (8,805)	\$ 40,743	\$ 31,937		\$ 2,045,935
Mar-26	4.5	6,440,000	291,551	6,148,449	2.313825	71,132	711	70,421	\$ 29,502	\$ 40,919	\$ 70,421		\$ 2,016,433
Jul-26	5	6,440,000	291,551	6,148,449	2.313825	71,132	711	70,421	\$ 30,092	\$ 40,329	\$ 70,421		\$ 1,986,341
Mar-27	5.5	10,920,000	291,551	10,628,449	2.313825	122,962	1,230	121,732	\$ 82,005	\$ 39,727	\$ 121,732		\$ 1,904,336
Jul-27	6	10,920,000	291,551	10,628,449	2.313825	122,962	1,230	121,732	\$ 83,646	\$ 38,087	\$ 121,732		\$ 1,820,690
Mar-28	6.5	10,920,000	291,551	10,628,449	2.313825	122,962	1,230	121,732	\$ 85,318	\$ 36,414	\$ 121,732		\$ 1,735,372
Jul-28	7	10,920,000	291,551	10,628,449	2.313825	122,962	1,230	121,732	\$ 87,025	\$ 34,707	\$ 121,732		\$ 1,648,347
Mar-29	7.5	10,920,000	291,551	10,628,449	2.313825	122,962	1,230	121,732	\$ 88,765	\$ 32,967	\$ 121,732		\$ 1,559,582
Jul-29	8	10,920,000	291,551	10,628,449	2.313825	122,962	1,230	121,732	\$ 90,541	\$ 31,192	\$ 121,732		\$ 1,469,041
Mar-30	8.5	10,920,000	291,551	10,628,449	2.313825	122,962	1,230	121,732	\$ 92,351	\$ 29,381	\$ 121,732		\$ 1,376,690
Jul-30	9	10,920,000	291,551	10,628,449	2.313825	122,962	1,230	121,732	\$ 94,198	\$ 27,534	\$ 121,732		\$ 1,282,491
Mar-31	9.5	10,920,000	291,551	10,628,449	2.313825	122,962	1,230	121,732	\$ 96,082	\$ 25,650	\$ 121,732		\$ 1,186,409
Jul-31	10	10,920,000	291,551	10,628,449	2.313825	122,962	1,230	121,732	\$ 98,004	\$ 23,728	\$ 121,732		\$ 1,088,405
Mar-32	10.5	10,920,000	291,551	10,628,449	2.313825	122,962	1,230	121,732	\$ 99,964	\$ 21,768	\$ 121,732		\$ 988,440
Jul-32	11	10,920,000	291,551	10,628,449	2.313825	122,962	1,230	121,732	\$ 101,963	\$ 19,769	\$ 121,732		\$ 886,477
Mar-33	11.5	10,920,000	291,551	10,628,449	2.313825	122,962	1,230	121,732	\$ 104,003	\$ 17,730	\$ 121,732		\$ 782,474
Jul-33	12	10,920,000	291,551	10,628,449	2.313825	122,962	1,230	121,732	\$ 106,083	\$ 15,649	\$ 121,732		\$ 676,392
Mar-34	12.5	10,920,000	291,551	10,628,449	2.313825	122,962	1,230	121,732	\$ 108,204	\$ 13,528	\$ 121,732		\$ 568,187
Jul-34	13	10,920,000	291,551	10,628,449	2.313825	122,962	1,230	121,732	\$ 110,368	\$ 11,364	\$ 121,732		\$ 457,819
Mar-35	13.5	10,920,000	291,551	10,628,449	2.313825	122,962	1,230	121,732	\$ 112,576	\$ 9,156	\$ 121,732		\$ 345,243
Jul-35	14	10,920,000	291,551	10,628,449	2.313825	122,962	1,230	121,732	\$ 114,827	\$ 6,905	\$ 121,732		\$ 230,415
Mar-36	14.5	10,920,000	291,551	10,628,449	2.313825	122,962	1,230	121,732	\$ 117,124	\$ 4,608	\$ 121,732		\$ 113,291
Jul-36	15	10,920,000	291,551	10,628,449	2.313825	122,962	1,230	121,732	\$ 119,466	\$ 2,266	\$ 121,732		\$ (6,175)



City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: TKC Chandler, LLC

CASE #: ECD #54

CITY COUNCIL HEARING DATE: March 1, 2022

REQUEST: to approve the redevelopment plan for Lot 5, Edward Warren Addition, and Tax Lot H2, located in the Southwest ¼ of Section 16, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska.

On January 27, 2022, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

APPROVAL based upon conformance with the Comprehensive Plan, elimination of a blighted and substandard area, conformance with the requirements of the State Statutes, and the opportunity for development along West Chandler Road.

VOTE:

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

Planning Commission Hearing (s) was held on: January 27, 2022

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16a.
3/01/2022

COUNCIL MEETING DATE: 03/01/2022		SUBMITTED BY: Chief Clary		
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:

Second Amendment to Lease Agreement with Keller's Seeding and Subcontracting for Police Pistol Range

SYNOPSIS/BACKGROUND:

The property where the Police Department's Pistol Range is located recently changed ownership. This amendment updates the lease with the new landlord, Keller's Seeding and Subcontracting and makes minor updates to the property description, termination clause, and indemnification clause. The annual rent amount remains unchanged.

FISCAL IMPACT: \$2,500.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Keller Seeding... INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: Lease Agreement

CONTRACT EFFECTIVE DATE: 03/01/2022 CONTRACT TERM: Annual CONTRACT END DATE: 12/31/2022

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 Second Amendment to Lease Agreement with Keller's Seeding and Subcontracting for the Police Pistol Range and authorize the Mayor to sign.

ATTACHMENTS:

- Second Amendment to Lease
- Exhibit "A"
- Exhibit "B"
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement (“Second Amendment”) is made this ____ day of _____ 2022, by and between KELLER’S SEEDING AND SUBCONTRACTING, a General Partnership, (“Lessor”), and THE CITY OF BELLEVUE, a municipal corporation, 1500 Wall Street, Bellevue, NE 68005 (“Lessee”) (collectively referred to as “the Parties”), and relates to that Lease Agreement entered into between LITTLE SARPY, LLC and the Lessee on May 14, 2012, regarding that certain property identified in the Lease located in the Southwest Quarter (SW1/4) of Section 6, Township 13, Range 14, Sarpy County, Nebraska (“the Premises”).

WHEREAS the Parties desire to amend the Lease Agreement with respect to the property description, termination clause, indemnification clause and to reflect the new ownership of the Premises.

NOW THEREFORE, the Parties hereby agree as follows:

1. That the Premises was purchased from LITTLE SARPY, LLC by Lessor on or about the 30th day of September 2021 and that all terms and obligations of the Lease Agreement, as amended herein, continue to be binding on the Parties and moving forward the parties agree that reference to Lessor shall refer to and mean KELLER’S SEEDING AND SUBCONTRACTING.
2. That the second paragraph of the Lease Agreement shall be amended to read as follows:

WITNESSTH: That the said Lessor, in consideration of the covenants of the said Lessee, hereinafter set forth, does by these presents lease to the said Lessee, the following described property (“Premises”) to wit:

A portion of Tax Lot J located in Southwest Quarter (SW1/4) of Section 6, Township 13, Range 14, Sarpy County, Nebraska, described as follows:

A tract of land, located in the Northeast corner of Tax Lot J, as fully shown and outlined in blue in “**Exhibit A,**” attached hereto and incorporated herein by reference.

Road Access: Lessor hereby grants to Lessee a non-exclusive right to use the road area located within Tax Lot J more specifically identified and labeled as “Gravel Access Road” in “**Exhibit B,**” attached hereto and incorporated herein by reference. Lessee shall be permitted to use the Gravel Access Road for access to and from the Premises for purposes of development, use, and/or maintenance of the Premises for a police pistol range. Lessee shall be responsible for the maintenance of the Gravel Access

Road, to include snow removal, mowing, and grading on an as needed basis to be determined by the Lessee.

3. That the third paragraph of the Lease Agreement shall be deleted in its entirety and replaced with the following:

The terms and provisions of this Lease Agreement shall be effective as of the date of this Lease. The term of the Lease ("Lease Term") shall commence on January 1st of the current calendar year and shall run through December 31st of that same calendar year. At the end of the Lease Term, the Lease Agreement will be automatically renewed for an additional term equal in length unless either of the Parties provide written notice of termination of the Lease Agreement at least sixty (60) days prior to the last day of the then-current Lease Term.

4. That the seventh paragraph of the Lease Agreement shall be amended to read as follows:

And it is further covenanted and agreed between the parties aforesaid:

- 1) The Lessee agrees that the Premises herein leased shall be used by it solely for the development and use of the police pistol range in its capacity as a municipal corporation.
- 2) The Lessee agrees to be responsible for the maintenance of the Premises herein leased and further agrees, to the extent permitted by law, to indemnify and hold harmless the Lessor, its officers and employees from and against all claims and suits by Lessee and third parties for damages, injuries to persons (including death), property damages, losses and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from Lessee's use of the Premises as a police pistol range, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligence or intentional acts on the part of the Lessee, its officers, employees, agents, subcontractors, licensees or invitees, arising out of or resulting from use of the Premises as a police pistol range, unless such claim, suit, and/or cause of action is caused in whole or part by Lessor's negligence or intentional acts.
- 3) The rights of remedies of the Parties under this Lease Agreement upon a breach thereof are not exclusive and the Parties shall have all rights and remedies allowed under applicable law.

5. That except as amended herein, the terms and conditions of the Lease Agreement and First Amendment to Lease Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment to the Lease Agreement on this ____ day of ____ 2022.

KELLER'S SEEDING AND SUBCONTRACTING,
A General Partnership,
Lessor

By: 
Leroy Keller, Owner

CITY OF BELLEVUE,
A Municipal Corporation,
Lessee,

By: _____
Rusty Hike, Mayor



EXHIBIT "A"





GRAVEL ACCESS ROAD

TLK

GRAVEL ACCESS ROAD



EXHIBIT "B"

TLK

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16b.
3/01/2022

COUNCIL MEETING DATE: 03/01/2022	SUBMITTED BY: Doug Clark	Public Works Director
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Gregg Road Improvements (BPW-171101)

SYNOPSIS/BACKGROUND:

Approval of the low, responsive responsible bidder for the Gregg Road Improvements

FISCAL IMPACT: \$430,538.58 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: Gregg Road Improvements

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: 2022 RECONSTRUCTION PROJECTS (BOND FUNDING)

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

CIP PROJECT NAME: 2022 Reconstruction Projects CIP PROJECT NUMBER: ST 22(4)

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

ACCOUNTING DISTRIBUTION CODE: 7010 ACCOUNT NUMBER: 10-15

RECOMMENDATION:

Approve the low bid from Swain Construction, not to exceed \$430,538.58 plus potential City initiated Change Orders of up to 10% (\$43,053.82) for the Gregg Road Improvements and authorize the Mayor to sign the contract.

ATTACHMENTS:

- Contract
- Bid Tab
- Bid Sheet
- Proposal
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures in blue ink]

CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 1st day of March 2022 by and between the City of Bellevue Nebraska, a municipal corporation of the first class and a political subdivision of the State of Nebraska ("City"), and Swain Construction ("Contractor"). Whenever used in this Contract, the term "Party" shall mean City or Contractor, individually, and the term "Parties" shall mean the City and Contractor, collectively.

WHEREAS, Contractor submitted a bid proposal ("Proposal") to City in response to the solicitation or invitation to perform certain work for certain project(s), (as the work and project(s) are more particularly identified in Paragraph 2 of this Contract); and

WHEREAS, Contractor was selected to perform such work subject to the terms, conditions and other provisions of this Contract.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Contract/Contract Documents. Whenever used in this Contract, the term "Contract Documents" shall mean and include this Contract, and (i) the published notice inviting or soliciting bids or proposals in connection with the Work or Projects; (ii) City's request or solicitation for bids or proposals together with all addenda, drawings, schedules, exhibits, manuals, materials and documents attached or relevant to or referenced in such request or solicitation, including all Instructions, Plans, Specifications, Provisions, General or Special Conditions; (iii) Contractor's Bid or Proposal, together with all addenda, drawings, schedules, exhibits, materials and documents attached or relevant to or referenced in such Bid or Proposal; (iv) all payment, performance, labor, materials, maintenance or other bonds or Contract security; and (v) all written change orders, modifications or supplementary terms, conditions or instructions from City pursuant to paragraph 14(g) of this Contract. All Contract Documents shall be considered to be an integral part of this Contract whether or not attached to this written Contract; provided that in the event there shall be any conflict between this written Contract and any of the other Contract Documents, the provisions of this written Contract shall prevail.

2. Contractor's Work. Except to the extent expressly undertaken by City pursuant to the Contract Documents, (i) Contractor shall perform all site preparation and security, labor, supervision, direction, testing, and other services or work ("Work") necessary or appropriate for completion of the Gregg Road Improvements("Project") in accordance with the requirements of the Contract Documents; (ii) Contractor shall furnish at its sole cost and expense all bonds, barricades, materials, supplies, equipment, tools, power, water, light, heat, utilities, transportation and all other services, facilities (whether permanent or temporary) and resources required for the Work; (iii) except to the extent otherwise expressly stated in the Contract Documents, Contractor shall be responsible for all means, methods, techniques, sequences and procedures, including coordination of all Work. Whenever used in this Contract, the term "Work" shall include all Corrective Work, unless the context otherwise requires. Contractor shall commence the Work within ten (10) days ("Commencement Date") after

receiving a Written Notice to Proceed from City. Contractor shall notify City in writing of the Commencement Date prior to undertaking any work.

3. Quality of Work. Contractor shall perform all Work in a good and workmanlike manner using qualified personnel and any equipment and materials required by the Contract Documents.

4. Site Inspection. Contractor acknowledges that it has inspected the Project site. Contractor waives any claim for additional time, costs, expenses, compensation or other amounts in connection with any condition (known, apparent, or concealed), which it may encounter at the Project site.

5. Contractor's Warranties. All Work is warranted by Contractor to be of highest quality, to be free from any faults or defects and to conform in all respects with the requirements of the Contract Documents.

6. Time of Essence/Liquidated Damages. Time schedules, limits or requirements specified in the Contract Documents are of the essence to this Contract. All Work shall be completed in accordance with the "Specifications", as attached hereto as Exhibit "A" and incorporated herein by this reference, unless (i) extended by City, in its sole discretion, or (ii) prevented (assuming, in all such events, Contractor's use of its best efforts to timely complete such Work) by the act or neglect of City or by an act of God or for other reasons beyond the control of Contractor, in which event time shall be extended for such reasonable time as City may determine. Whenever any Work shall not be so completed, then as liquidated damages and not as a penalty, Contractor shall pay City, within five (5) days of demand, the sum of Five Hundred and no/100ths Dollars (\$500.00) per day for each and every calendar day that the Work shall remain uncompleted.

7. Contractor's Compensation/Retainage. City shall pay the Contractor in current U.S. funds for the Contractor's performance of the Work. All Work, including any unit cost shall be undertaken at and performed in accordance with Contractor's Bid or Proposal. Subject to additions and deductions as provided in the Contract Documents, the aggregate cost of the Work shall not exceed four hundred thirty thousand five hundred thirty eight dollars and fifty eight cents Dollars (\$430,538.58) ("Contract Sum").

Upon completion of Work at the Project site, Contractor shall submit an invoice requesting payment ("Application for Payment") based upon the amount of Work actually completed at the Project site and Contractor shall set forth in detail the Work performed at the rate specified on Contractor's Bid or Proposal. Unless withheld by city because the Project Site Work does not comply with the Contract Documents or because the Contractor's failure to otherwise comply with the requirements of this contract as they may apply to any of the Work, City shall pay contractor ninety percent (90%) of the invoice within thirty (30) days of its receipt. Final payment constituting the entire unpaid balance of the Contract Sum shall be made by City to Contractor when the Contract has been fully performed and accepted, including Contractor's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment. Prior to final payment, Contractor shall provide evidence that

all employees, subcontractors, material suppliers and other persons or entities have been paid in full for any labor, materials, supplies or equipment used in connection with the Work; such evidence shall consist of receipts, releases, and waivers of liens, claims, security interests, or encumbrances arising out of the Work, to the extent and in such form as may be designated by City. At any time Contractor submits an Application for Payment, it shall constitute a representation by Contractor that all Work is completed as warranted by paragraph 5 of this Contract.

8. Corrective Work. Whenever discovered prior to the expiration of the Warranty Period, Contractor shall promptly correct any Work ("Corrective Work"), which is found to be substandard, defective or otherwise not in accordance with this Contract whether or not such Work or Corrective Work has been completed, installed or constructed. Contractor shall bear all costs and expense of Corrective Work, including all professional, testing, removal or inspection costs.

9. Risk of Loss. Contractor shall bear all risk of loss of or damage to all Work until (i) all Work has been satisfactorily completed and accepted; and (ii) in the case of Corrective Work, until the Corrective Work has been completed to the satisfaction of the City.

10. Contractor's Indemnity. Contractor shall defend, indemnify and hold City, its agents and employees harmless from and against any claims, damages (including damages for any personal injury, bodily injury, including death, or property damages), losses and expenses, including any reasonable attorney fees, of any person or entity arising or resulting from or out of (i) Contractor's performance under this Contract; (ii) any breach or default in or any violation or nonperformance of any covenant, term, provision, condition or agreement ("Default") in this Contract to be kept, observed, satisfied or performed by Contractor; (iii) any alleged act, error, omission or negligence of Contractor, its employees, subcontractors, agents, or any other person acting on behalf of Contractor; (iv) any material misrepresentation by Contractor; or (v) Contractor's operations in or about any Project site while Contractor is performing Work on such Project site except to the extent such claims result or arise from or out of, solely and proximately, from City's negligence, unlawful conduct or material breach of this Contract.

11. Termination for Default. In addition to any other remedies at law or in equity, City may terminate this Contract whenever Contractor (i) repeatedly refuses to materially comply with any reasonable requirement of City; (ii) fails to timely make any payment required by this Contract; or (iii) fails or refuses to cure any other Default within seven (7) days from written notice from City specifying such Default. Termination shall be effective immediately upon notice from City; provided, however, City may, without prejudice to any of its other rights or remedies under this Contract or otherwise, correct such Default in which event Contractor shall reimburse City for all costs and expenses incurred in undertaking such cure or to collect such reimbursement from Contractor.

12. Survival of City's Rights. All indemnity obligations of Contractor under this Contract and the Contractor's obligations under Paragraphs 5, 8 and 10 of this Contract shall survive the completion of all Work and the expiration or termination of this Contract.

13. Bonds and Insurance. Contractor shall furnish to the Department of Public Works for City at least five days prior to commencing any Work under this Contract a Performance Bond in an amount equal to 100% of the Contract Sum and a 100% Labor and Material Bond and all other Contract security and all policies or certificates of insurance which are required by the Contract Documents.

Contractor will maintain and provide evidence of the following insurance coverages from insurance companies acceptable to the city:

- Commercial General Liability \$1,000,000 per occurrence, \$2,000,000 aggregate, City of Bellevue named as an Additional Insured including completed operations, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Auto Liability - \$500,000 combined single limit.
- Workers Compensation/Employers Liability – Statutory limits \$100,000, \$500,000, \$100,000 limits, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Umbrella Liability - \$2,000,000 minimum limit, City of Bellevue named as Additional Insured.
- Builders Risk/Installation Floater – Limit equal to completed value of project. Coverage must apply to City's and all subcontractors interests in property and project.

14. Miscellaneous.

a. Contractor shall promptly pay all persons or entities that have furnished any services, labor, material, equipment or supplies in connection with any of the Work.

b. Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work.

c. Contractor shall perform all Work in compliance with applicable federal, state and local laws, rules and regulations applicable to such performance. Contractor shall comply at all times with the Fair Employment Practices Act (Nebraska Revised Statutes, Sections 48-1101 *et seq.*). Contractor shall pay the Unemployment Compensation Fund of the State of Nebraska any unemployment contributions and interest due under provisions of the Nebraska Revised Statutes (Sections 48-601 *et seq.*).

d. Contractor shall provide City or its representatives access to all Work (including Work in progress) for inspection or other appropriate purposes during all reasonable times. Contractor shall uncover any Work which has not been inspected at its sole cost and expense unless due to the neglect of City.

e. Contractor shall keep the Project site(s) free from accumulation of rubbish, debris and hazards. Upon completion of Work at each Project site, Contractor shall remove all surplus materials, all tools, equipment, machinery, waste, rubbish and other items not constituting a part of the completed Work.

f. Contractor shall be responsible for all acts, errors, omissions or neglect of Contractor's agents and employees, including Contractor's subcontractors and its agents or employees.

g. City shall have the right to make minor changes in the Work, including Drawings, Plans, and Specifications, at no additional compensation or consideration to Contractor by notice in writing to Contractor. All other changes in Work shall be by written Change Order executed by the Project representative of each Party. City and Contractor each represents that its Project representative is authorized to execute such Change Order and shall be bound by the same; provided, however, that prior approval of the Bellevue City Council shall be required for (i) any Change Order resulting in an adjustment to the Contractor's compensation of more than \$10,000, or (ii) any Change Order or series of Change Orders which in the aggregate increase Contractor's compensation by ten percent (10%) or more of the original compensation.

h. Neither (i) City's payment of any invoice, nor (ii) the presence of City or its representatives on any Project site, nor (iii) the inspection or approval of any Work shall constitute acceptance of such Work as compliant or otherwise being in accordance with the Contract Documents and shall not be construed to waive any right to indemnity or any other right or remedy of City for any Default of Contractor.

i. Contractor may not assign or subcontract all or any portion of the Work, except as specified in the Bid or Proposal, without City's prior written consent, which may be withheld in City's absolute discretion.

j. Contractor shall not assign any moneys due or to become due under this Contract without the prior written consent of City, which may be withheld in City's absolute discretion.

k. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract.

l. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection and warnings to prevent damage, injury or loss to employees, subcontractors and any other persons, such as pedestrians or motorists, who may be present upon or within the vicinity of a Project site while Work is being performed or in progress.

m. Any approval, notice or communication to a Party required or permitted by this Contract shall be sufficient only if made in writing.

(i) Any notice which may be permitted or required to be given pursuant to this Contract shall be delivered personally or shall be sent by United States certified mail, postage prepaid addressed as set forth below:

If to City:

City of Bellevue

Attn: _____
1510 Wall Street
Bellevue, NE 68005
Fax No.: (402) 293-3173

With a copy to:

Alicia Robbins
Bellevue City Attorney
1500 Wall Street
Bellevue, NE 68005

If to Contractor:

Fax No.: _____

With a copy to:

Fax No.: _____

(ii) Each Party may from time to time change its address for receipt of notices by sending a notice in the manner provided to the others specifying the new address.

(iii) Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted at the last address specified and if the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. In the event the Parties utilize "facsimile" transmitted signed documents, the Parties hereby agree to accept and to rely upon such documents as if they bore original signatures. Each Party acknowledges and agrees to provide to the other Party, within 72 hours of transmission, such documents bearing the original signatures.

n. City's Project representative shall be Public Works Director Doug Clark, or his designee.

o. A failure by a Party to enforce any of its rights under this Contract shall not at any time constitute a waiver of such right or any other right, and shall not modify any rights, remedies or obligations of such Party under this Contract or otherwise.

p. The Contract Documents form the entire agreement of the Parties and supersede any prior oral or written agreements of the Parties in connection with the subject matter of this Contract. Neither this Contract, nor any of the Contract Documents, shall be modified or amended except in a writing duly executed by City.

q. Contractor shall comply with: (i) the provisions of Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulation (41 C.F.R., Part 60); (ii) the Copeland "Anti-kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (20 C.F.R., Part 3); and (iii) all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the C.F.R.) issued pursuant to the Civil Rights Act of 1964 and all applicable federal, state and local laws.

r. The Contractor represents that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the City with a view towards securing a contract or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Agreement.

s. Contractor shall not discriminate against any employee, or applicant for employment, to be employed in the performance of the Work, because of race, color, religion, sex, disability, or national origin, with respect to the hire, tenure, terms, conditions, privileges or employment of such employee or applicant.

t. Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of this Contract, Contractor shall submit an affirmative action report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City's Affirmative Action Equal Opportunity Policy Statement, as attached hereto as Exhibit "B" and incorporated herein by this reference.

u. References to any document or other instrument includes all amendments and replacements thereof and supplements thereto. References to provisions of law shall be construed as references to those provisions as respectively amended, extended, consolidated or reenacted or as their application is modified by other provisions from time to time and shall include any provisions of which they are reenactments (whether with or without modification), any orders, regulations, instruments, or other subordinate legislation made under the relevant statute.

v. Each Party agrees that it has been given the opportunity to thoroughly discuss all aspects of this Contract with an attorney of its choosing and that each Party has carefully read and fully understands all of the provisions of this Contract. Each Party further represents and acknowledges that in executing this Contract it has not relied upon any representation or statement of the other Party or the other Party's officers, directors, employees, agents, council members or attorneys with regard to the subject matter, basis or effect of this Contract outside of the content of this Contract.

w. The provisions of this Contract are intended to be performed in accordance with, and only to the extent permitted by, all applicable requirements of law. If any provision of this Contract or the application of the Contract to any person or circumstance shall, for any reason and to any extent, be held invalid or unenforceable, neither the remainder of this Contract nor the application of this Contract or such provision to any other person or circumstance or other instruments referred to in this Contract or affected provision shall be affected thereby but, rather, the same shall be enforced to the fullest extent permitted by law. In the event that any provision of this Contract, or the application thereof, is held by any court of competent jurisdiction to be illegal or unenforceable, the Parties shall attempt in good faith to agree upon an equitable adjustment in order to overcome to the greatest extent possible the effect of such illegality or unenforceability.

x. The failure of any Party to insist upon the strict observance and performance of the terms, provisions or conditions of this Contract shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms, provisions or conditions.

y. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

z. If there occurs a conflict between or among this Contract, the Specifications and General Conditions, the Bid Schedules and a part hereof or any Addenda, the prevailing provisions, as between the Parties, shall be: first, those contained in this Contract; second, those contained in the applicable Specifications and General Conditions and Bid Schedules to the extent not inconsistent with this Contract; and third, those continued in any applicable Addenda to the extent not inconsistent with this Contract or such Specifications and General Provisions and Bid Schedules. Thereafter, if further interpretation is needed, the Parties acknowledge Contractor having bid for this Contract via the Bid Documents prepared by City Engineer, City of Bellevue.

aa. Contractor shall not be entitled to terminate this Contract or suspend any of the Work for any reason whatsoever, including any breach of this Contract by City.

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

of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

IN WITNESS THEREOF, the parties have duly authorized the execution and delivery of this Contract.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: _____
Mayor

BY: _____
City Clerk

ATTEST:

BY: _____

TITLE: _____

**ITEMIZED BID SCHEDULE – ADDENDUM NO. 1
GREGG ROAD IMPROVEMENTS**

Item No.	Description	Estimated Quantity	Units	Unit Price	Total
1.	Mobilization	1	LS	41658.00	41658.00
2.	Traffic Control	1	LS	7762.00	7762.00
3.	Excavation (Established Quantity)	525	CY	30.45	15986.25
4.	Remove ACC Pavement	2013	SY	11.25	22646.25
5.	Remove PCC Pavement	407	SY	12.40	5046.80
6.	Remove PCC Sidewalk	294	SF	1.88	552.72
7.	Remove PCC Curb & Gutter	36	LF	9.70	349.20
8.	Remove PCC Flume	15	SF	51.45	771.75
9.	Remove 8" Sewer Pipe	7	LF	22.90	160.30
10.	Remove 18" Sewer Pipe	214	LF	22.90	4900.60
11.	Remove 24" Sewer Pipe	26	LF	22.90	595.40
12.	Remove 18" Flared End Section	1	EA	710.00	710.00
13.	Remove 24" Flared End Section	1	EA	710.00	710.00
14.	Remove and Salvage Sign	2	EA	101.00	202.00
15.	Subgrade Preparation	2678	SY	4.36	11676.08
16.	Construct 7" PCC Pavement with Integral Curb, L65	2436	SY	66.35	161628.60
17.	Construct 7" PCC Pavement with Integral Curb, L85	242	SY	86.75	20993.50
18.	Construct 4" PCC Sidewalk	4733	SF	6.08	28776.64
19.	Construct Curb Ramp	526	SF	12.90	6785.40
20.	Construct Detectable Warning Panel	32	SF	29.80	953.60
21.	Construct Segmental Block Wall	25	SF	139.00	3475.00
22.	Construct 10" PVC Storm Sewer Pipe	26	LF	97.80	2542.80
23.	Construct 18" Class III, RCP Storm Sewer Pipe	456	LF	73.30	33424.80
24.	Construct 12" Drain Basin	1	EA	3747.00	3747.00
25.	Construct Curb Inlet, IDOT SW-541	1	EA	5639.00	5639.00
26.	Construct Curb Inlet, Type III	3	EA	4500.00	13500.00

ITEMIZED BID SCHEDULE – ADDENDUM NO. 1 (continued)
GREGG ROAD IMPROVEMENTS

Item No.	Description	Estimated Quantity	Units	Unit Price	Total
27.	Construct 54" Diameter Storm Sewer Manhole	4.56	VF	1,100.00	5016.00
28.	Adjust Manhole to Grade	1	EA	293.00	293.00
29.	Construct Concrete Collar	2	EA	527.00	1054.00
30.	Reinstall Salvaged Sign	2	EA	119.00	238.00
31.	Seeding - Super Turf II	0.65	AC	3922.00	2549.30
32.	Rolled Erosion Control Blanket - Type S150BN	3177	SY	2.31	7338.87
33.	Fabric Silt Fence	1000	LF	3.10	3100.00
34.	Storm Drain Inlet Protection	7	EA	217.00	1519.00
35.	Scour Stop	16	SF	89.00	1424.00
36.	Construction Entrance	2	EA	1536.00	3072.00
37.	SWPPP Notification Sign	1	EA	298.00	298.00
38.	Install External Frame Seal on Storm Sewer Manhole	1	EA	532.00	532.00
39.	Permanent Preformed Tape Marking – Type 4, 5" Yellow	1632	LF	5.46	8910.72

TOTAL \$ 430,538.58

BIDDER: Swain Construction, Inc.

BIDDER: Swain Construction, Inc.

Project: City of Bellevue
"GREGG ROAD IMPROVEMENTS"

PROPOSAL


To: Mayor and City Council
City of Bellevue
Bellevue, Nebraska 68005

I/We the undersigned have carefully examined the Plans, Specifications, and all addenda thereto and other Contract Documents prepared by the City of Bellevue for "GREGG ROAD IMPROVEMENTS" and have carefully examined the site of work and become familiar with all local conditions including labor affecting the cost thereof. I/We do hereby propose to furnish all services, coverage's, labor, mechanics, superintendence, tools, materials, equipment, and all utilities and transportation services necessary to perform and complete said work (effectively hereinafter called "Work") and Work incidental thereto in a workmanlike manner in strict accordance with said Plans, Specifications, and other Contract Documents including Addenda No.(s) 1 thereto. The undersigned further certifies that I/We personally inspected the actual location of the Work, together with the local sources of supply; that I/We understand the conditions under which the Work is to be performed, and that I/We waive all right to plead any mistake or misunderstanding regarding the extent of or location of the Work or the conditions peculiar to the area.

The undersigned agrees to furnish the required bonds and to sign the Contract within ten (10) days from and after the acceptance of the Proposal and further agrees to begin Work within ten (10) days after receipt of written Notice to Proceed, and to complete the Work within (**see Construction Schedule**) The undersigned understands that the quantities mentioned are subject to increase and/or decrease and hereby proposes to perform all quantities of Work as increased or decreased in accordance with the provisions of the Contract Document and at the unit price bid.

Accompanying this Proposal, as a guaranty that the undersigned will execute the Contract and furnish a satisfactory bond in accordance with the terms and requirements of the Specifications, is a bid bond or a certified check made payable to the Treasurer, City of Bellevue, Nebraska, in the amount of **5% (five percent) of the bid price**. It is hereby agreed that in case of failure of the undersigned either to execute the Contract or to furnish satisfactory Contract Bond within ten (10) days after receipt of Notice of Award, the amount of this proposal guaranty will be retained by the City of Bellevue, Nebraska, as liquidated damages arising out of failure of the undersigned either to execute the Contract or to furnish bond as proposed. It is understood that in case the undersigned is not awarded the Work, the proposal guaranty will be returned as provided in the Specifications.

Respectfully submitted:

 President

Signature of Bidder - Title

Greg Armstrong

Typed or Printed Name

Swain Construction, Inc.

Name of Company

6002 N 89th Circle

Business Address

Omaha, NE 68134

788479640

DUNS #

21309

City of Bellevue Contractor's License #/or
approved equivalent

(402) 571-1110

Phone Number

Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work. Contractor must possess a City of Bellevue Contractor's License or possess an approved equivalent (must be approved by the Chief Building Official). Contact the Permits & Inspections Department at 402-293-3014 with any questions. Contractor shall provide proof of a valid Contractor's License and a copy of the permit prior to work of this project commencing.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16c.
3/01/2022

COUNCIL MEETING DATE: 03/01/2022	SUBMITTED BY: Doug Clark	Public Works Director
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

2022 Concrete Projects

SYNOPSIS/BACKGROUND:

Approval of the low, responsive responsible bidder for the 2022 Concrete Projects. The project includes base bid of \$647,563.70 and the alternative of \$136,255.00. The CIP Project not to exceed \$783,818.70.

FISCAL IMPACT: \$783,818.70 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: 2022 Concrete Projects

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: 2022 Concrete Projects CIP PROJECT NUMBER: ST 22(2)

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

ACCOUNTING DISTRUBUTION CODE: 7010 ACCOUNT NUMBER: 10-15

RECOMMENDATION:

Approve the low bid from Burrell Enterprises LLC, not to exceed \$783,818.70 plus potential City initiated Change Orders of up to 10% (\$78,381.78) for the 2022 Concrete Projects and authorize the Mayor to sign the contract.

ATTACHMENTS:

1. Contract
2. Bid Tab
3. Bid Sheet
4. Proposal
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures in blue ink]

CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 1st day of March 2022 by and between the City of Bellevue Nebraska, a municipal corporation of the first class and a political subdivision of the State of Nebraska ("City"), and Burrell Enterprises, LLC ("Contractor"). Whenever used in this Contract, the term "Party" shall mean City or Contractor, individually, and the term "Parties" shall mean the City and Contractor, collectively.

WHEREAS, Contractor submitted a bid proposal ("Proposal") to City in response to the solicitation or invitation to perform certain work for certain project(s), (as the work and project(s) are more particularly identified in Paragraph 2 of this Contract); and

WHEREAS, Contractor was selected to perform such work subject to the terms, conditions and other provisions of this Contract.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Contract/Contract Documents. Whenever used in this Contract, the term "Contract Documents" shall mean and include this Contract, and (i) the published notice inviting or soliciting bids or proposals in connection with the Work or Projects; (ii) City's request or solicitation for bids or proposals together with all addenda, drawings, schedules, exhibits, manuals, materials and documents attached or relevant to or referenced in such request or solicitation, including all Instructions, Plans, Specifications, Provisions, General or Special Conditions; (iii) Contractor's Bid or Proposal, together with all addenda, drawings, schedules, exhibits, materials and documents attached or relevant to or referenced in such Bid or Proposal; (iv) all payment, performance, labor, materials, maintenance or other bonds or Contract security; and (v) all written change orders, modifications or supplementary terms, conditions or instructions from City pursuant to paragraph 14(g) of this Contract. All Contract Documents shall be considered to be an integral part of this Contract whether or not attached to this written Contract; provided that in the event there shall be any conflict between this written Contract and any of the other Contract Documents, the provisions of this written Contract shall prevail.

2. Contractor's Work. Except to the extent expressly undertaken by City pursuant to the Contract Documents, (i) Contractor shall perform all site preparation and security, labor, supervision, direction, testing, and other services or work ("Work") necessary or appropriate for completion of the 2022 CONCRETE PROJECTS ("Project") in accordance with the requirements of the Contract Documents; (ii) Contractor shall furnish at its sole cost and expense all bonds, barricades, materials, supplies, equipment, tools, power, water, light, heat, utilities, transportation and all other services, facilities (whether permanent or temporary) and resources required for the Work; (iii) except to the extent otherwise expressly stated in the Contract Documents, Contractor shall be responsible for all means, methods, techniques, sequences and procedures, including coordination of all Work. Whenever used in this Contract, the term "Work" shall include all Corrective Work, unless the context otherwise requires. Contractor shall commence the Work within ten (10) days ("Commencement Date") after

receiving a Written Notice to Proceed from City. Contractor shall notify City in writing of the Commencement Date prior to undertaking any work.

3. Quality of Work. Contractor shall perform all Work in a good and workmanlike manner using qualified personnel and any equipment and materials required by the Contract Documents.

4. Site Inspection. Contractor acknowledges that it has inspected the Project site. Contractor waives any claim for additional time, costs, expenses, compensation or other amounts in connection with any condition (known, apparent, or concealed), which it may encounter at the Project site.

5. Contractor's Warranties. All Work is warranted by Contractor to be of highest quality, to be free from any faults or defects and to conform in all respects with the requirements of the Contract Documents.

6. Time of Essence/Liquidated Damages. Time schedules, limits or requirements specified in the Contract Documents are of the essence to this Contract. All Work shall be completed in accordance with the "Specifications", as attached hereto as Exhibit "A" and incorporated herein by this reference, unless (i) extended by City, in its sole discretion, or (ii) prevented (assuming, in all such events, Contractor's use of its best efforts to timely complete such Work) by the act or neglect of City or by an act of God or for other reasons beyond the control of Contractor, in which event time shall be extended for such reasonable time as City may determine. Whenever any Work shall not be so completed, then as liquidated damages and not as a penalty, Contractor shall pay City, within five (5) days of demand, the sum of Five Hundred and no/100ths Dollars (\$500.00) per day for each and every calendar day that the Work shall remain uncompleted.

7. Contractor's Compensation/Retainage. City shall pay the Contractor in current U.S. funds for the Contractor's performance of the Work. All Work, including any unit cost shall be undertaken at and performed in accordance with Contractor's Bid or Proposal. Subject to additions and deductions as provided in the Contract Documents, the aggregate cost of the Work shall not exceed Seven hundred eighty-three thousand eight hundred and eighteen dollars and seventy cents (\$783,818.70) ("Contract Sum").

Upon completion of Work at the Project site, Contractor shall submit an invoice requesting payment ("Application for Payment") based upon the amount of Work actually completed at the Project site and Contractor shall set forth in detail the Work performed at the rate specified on Contractor's Bid or Proposal. Unless withheld by city because the Project Site Work does not comply with the Contract Documents or because the Contractor's failure to otherwise comply with the requirements of this contract as they may apply to any of the Work, City shall pay contractor ninety percent (90%) of the invoice within thirty (30) days of its receipt. Final payment constituting the entire unpaid balance of the Contract Sum shall be made by City to Contractor when the Contract has been fully performed and accepted, including Contractor's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment. Prior to final payment, Contractor shall provide evidence that

all employees, subcontractors, material suppliers and other persons or entities have been paid in full for any labor, materials, supplies or equipment used in connection with the Work; such evidence shall consist of receipts, releases, and waivers of liens, claims, security interests, or encumbrances arising out of the Work, to the extent and in such form as may be designated by City. At any time Contractor submits an Application for Payment, it shall constitute a representation by Contractor that all Work is completed as warranted by paragraph 5 of this Contract.

8. Corrective Work. Whenever discovered prior to the expiration of the Warranty Period, Contractor shall promptly correct any Work ("Corrective Work"), which is found to be substandard, defective or otherwise not in accordance with this Contract whether or not such Work or Corrective Work has been completed, installed or constructed. Contractor shall bear all costs and expense of Corrective Work, including all professional, testing, removal or inspection costs.

9. Risk of Loss. Contractor shall bear all risk of loss of or damage to all Work until (i) all Work has been satisfactorily completed and accepted; and (ii) in the case of Corrective Work, until the Corrective Work has been completed to the satisfaction of the City.

10. Contractor's Indemnity. Contractor shall defend, indemnify and hold City, its agents and employees harmless from and against any claims, damages (including damages for any personal injury, bodily injury, including death, or property damages), losses and expenses, including any reasonable attorney fees, of any person or entity arising or resulting from or out of (i) Contractor's performance under this Contract; (ii) any breach or default in or any violation or nonperformance of any covenant, term, provision, condition or agreement ("Default") in this Contract to be kept, observed, satisfied or performed by Contractor; (iii) any alleged act, error, omission or negligence of Contractor, its employees, subcontractors, agents, or any other person acting on behalf of Contractor; (iv) any material misrepresentation by Contractor; or (v) Contractor's operations in or about any Project site while Contractor is performing Work on such Project site except to the extent such claims result or arise from or out of, solely and proximately, from City's negligence, unlawful conduct or material breach of this Contract.

11. Termination for Default. In addition to any other remedies at law or in equity, City may terminate this Contract whenever Contractor (i) repeatedly refuses to materially comply with any reasonable requirement of City; (ii) fails to timely make any payment required by this Contract; or (iii) fails or refuses to cure any other Default within seven (7) days from written notice from City specifying such Default. Termination shall be effective immediately upon notice from City; provided, however, City may, without prejudice to any of its other rights or remedies under this Contract or otherwise, correct such Default in which event Contractor shall reimburse City for all costs and expenses incurred in undertaking such cure or to collect such reimbursement from Contractor.

12. Survival of City's Rights. All indemnity obligations of Contractor under this Contract and the Contractor's obligations under Paragraphs 5, 8 and 10 of this Contract shall survive the completion of all Work and the expiration or termination of this Contract.

13. Bonds and Insurance. Contractor shall furnish to the Department of Public Works for City at least five days prior to commencing any Work under this Contract a Performance Bond in an amount equal to 100% of the Contract Sum and a 100% Labor and Material Bond and all other Contract security and all policies or certificates of insurance which are required by the Contract Documents.

Contractor will maintain and provide evidence of the following insurance coverages from insurance companies acceptable to the city:

- Commercial General Liability \$1,000,000 per occurrence, \$2,000,000 aggregate, City of Bellevue named as an Additional Insured including completed operations, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Auto Liability - \$500,000 combined single limit.
- Workers Compensation/Employers Liability – Statutory limits \$100,000, \$500,000, \$100,000 limits, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Umbrella Liability - \$2,000,000 minimum limit, City of Bellevue named as Additional Insured.
- Builders Risk/Installation Floater – Limit equal to completed value of project. Coverage must apply to City's and all subcontractors interests in property and project.

14. Miscellaneous.

a. Contractor shall promptly pay all persons or entities that have furnished any services, labor, material, equipment or supplies in connection with any of the Work.

b. Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work.

c. Contractor shall perform all Work in compliance with applicable federal, state and local laws, rules and regulations applicable to such performance. Contractor shall comply at all times with the Fair Employment Practices Act (Nebraska Revised Statutes, Sections 48-1101 *et seq.*). Contractor shall pay the Unemployment Compensation Fund of the State of Nebraska any unemployment contributions and interest due under provisions of the Nebraska Revised Statutes (Sections 48-601 *et seq.*).

d. Contractor shall provide City or its representatives access to all Work (including Work in progress) for inspection or other appropriate purposes during all reasonable times. Contractor shall uncover any Work which has not been inspected at its sole cost and expense unless due to the neglect of City.

e. Contractor shall keep the Project site(s) free from accumulation of rubbish, debris and hazards. Upon completion of Work at each Project site, Contractor shall remove all surplus materials, all tools, equipment, machinery, waste, rubbish and other items not constituting a part of the completed Work.

- f. Contractor shall be responsible for all acts, errors, omissions or neglect of Contractor's agents and employees, including Contractor's subcontractors and its agents or employees.
- g. City shall have the right to make minor changes in the Work, including Drawings, Plans, and Specifications, at no additional compensation or consideration to Contractor by notice in writing to Contractor. All other changes in Work shall be by written Change Order executed by the Project representative of each Party. City and Contractor each represents that its Project representative is authorized to execute such Change Order and shall be bound by the same; provided, however, that prior approval of the Bellevue City Council shall be required for (i) any Change Order resulting in an adjustment to the Contractor's compensation of more than \$10,000, or (ii) any Change Order or series of Change Orders which in the aggregate increase Contractor's compensation by ten percent (10%) or more of the original compensation.
- h. Neither (i) City's payment of any invoice, nor (ii) the presence of City or its representatives on any Project site, nor (iii) the inspection or approval of any Work shall constitute acceptance of such Work as compliant or otherwise being in accordance with the Contract Documents and shall not be construed to waive any right to indemnity or any other right or remedy of City for any Default of Contractor.
- i. Contractor may not assign or subcontract all or any portion of the Work, except as specified in the Bid or Proposal, without City's prior written consent, which may be withheld in City's absolute discretion.
- j. Contractor shall not assign any moneys due or to become due under this Contract without the prior written consent of City, which may be withheld in City's absolute discretion.
- k. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract.
- l. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection and warnings to prevent damage, injury or loss to employees, subcontractors and any other persons, such as pedestrians or motorists, who may be present upon or within the vicinity of a Project site while Work is being performed or in progress.
- m. Any approval, notice or communication to a Party required or permitted by this Contract shall be sufficient only if made in writing.
- (i) Any notice which may be permitted or required to be given pursuant to this Contract shall be delivered personally or shall be sent by United States certified mail, postage prepaid addressed as set forth below:

If to City:

City of Bellevue

Attn: _____
1510 Wall Street
Bellevue, NE 68005
Fax No.: (402) 293-3173

With a copy to:

Alicia Robbins
Bellevue City Attorney
1500 Wall Street
Bellevue, NE 68005

If to Contractor:

Fax No.: _____

With a copy to:

Fax No.: _____

(ii) Each Party may from time to time change its address for receipt of notices by sending a notice in the manner provided to the others specifying the new address.

(iii) Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted at the last address specified and if the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. In the event the Parties utilize "facsimile" transmitted signed documents, the Parties hereby agree to accept and to rely upon such documents as if they bore original signatures. Each Party acknowledges and agrees to provide to the other Party, within 72 hours of transmission, such documents bearing the original signatures.

n. City's Project representative shall be Public Works Director Doug Clark, or his designee.

o. A failure by a Party to enforce any of its rights under this Contract shall not at any time constitute a waiver of such right or any other right, and shall not modify any rights, remedies or obligations of such Party under this Contract or otherwise.

p. The Contract Documents form the entire agreement of the Parties and supersede any prior oral or written agreements of the Parties in connection with the subject matter of this Contract. Neither this Contract, nor any of the Contract Documents, shall be modified or amended except in a writing duly executed by City.

q. Contractor shall comply with: (i) the provisions of Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulation (41 C.F.R., Part 60); (ii) the Copeland "Anti-kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (20 C.F.R., Part 3); and (iii) all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the C.F.R.) issued pursuant to the Civil Rights Act of 1964 and all applicable federal, state and local laws.

r. The Contractor represents that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the City with a view towards securing a contract or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Agreement.

s. Contractor shall not discriminate against any employee, or applicant for employment, to be employed in the performance of the Work, because of race, color, religion, sex, disability, or national origin, with respect to the hire, tenure, terms, conditions, privileges or employment of such employee or applicant.

t. Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of this Contract, Contractor shall submit an affirmative action report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City's Affirmative Action Equal Opportunity Policy Statement, as attached hereto as Exhibit "B" and incorporated herein by this reference.

u. References to any document or other instrument includes all amendments and replacements thereof and supplements thereto. References to provisions of law shall be construed as references to those provisions as respectively amended, extended, consolidated or reenacted or as their application is modified by other provisions from time to time and shall include any provisions of which they are reenactments (whether with or without modification), any orders, regulations, instruments, or other subordinate legislation made under the relevant statute.

v. Each Party agrees that it has been given the opportunity to thoroughly discuss all aspects of this Contract with an attorney of its choosing and that each Party has carefully read and fully understands all of the provisions of this Contract. Each Party further represents and acknowledges that in executing this Contract it has not relied upon any representation or statement of the other Party or the other Party's officers, directors, employees, agents, council members or attorneys with regard to the subject matter, basis or effect of this Contract outside of the content of this Contract.

w. The provisions of this Contract are intended to be performed in accordance with, and only to the extent permitted by, all applicable requirements of law. If any provision of this Contract or the application of the Contract to any person or circumstance shall, for any reason and to any extent, be held invalid or unenforceable, neither the remainder of this Contract nor the application of this Contract or such provision to any other person or circumstance or other instruments referred to in this Contract or affected provision shall be affected thereby but, rather, the same shall be enforced to the fullest extent permitted by law. In the event that any provision of this Contract, or the application thereof, is held by any court of competent jurisdiction to be illegal or unenforceable, the Parties shall attempt in good faith to agree upon an equitable adjustment in order to overcome to the greatest extent possible the effect of such illegality or unenforceability.

x. The failure of any Party to insist upon the strict observance and performance of the terms, provisions or conditions of this Contract shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms, provisions or conditions.

y. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

z. If there occurs a conflict between or among this Contract, the Specifications and General Conditions, the Bid Schedules and a part hereof or any Addenda, the prevailing provisions, as between the Parties, shall be: first, those contained in this Contract; second, those contained in the applicable Specifications and General Conditions and Bid Schedules to the extent not inconsistent with this Contract; and third, those continued in any applicable Addenda to the extent not inconsistent with this Contract or such Specifications and General Provisions and Bid Schedules. Thereafter, if further interpretation is needed, the Parties acknowledge Contractor having bid for this Contract via the Bid Documents prepared by City Engineer, City of Bellevue.

aa. Contractor shall not be entitled to terminate this Contract or suspend any of the Work for any reason whatsoever, including any breach of this Contract by City.

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

of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

IN WITNESS THEREOF, the parties have duly authorized the execution and delivery of this Contract.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: _____
Mayor

BY: _____
City Clerk

ATTEST:

BY: _____

TITLE: _____

CERTIFICATION REGARDING DISBARMENT, ELIGIBILITY,
INDICTMENTS, CONVICTIONS OR CIVIL JUDGMENTS

PROJECT NAME: **“2022 CONCRETE PROJECTS”**
CITY PROJECT NUMBER: BPW-220104
FEDERAL PROJECT NUMBER: _____

The president or authorized official of bidder, under penalty of perjury under the laws of the United States, certifies that, except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds:

is not currently under suspension, disbarment, voluntary exclusion, or determination of ineligibility by any Federal agency;

has not been suspended, disbarred, or voluntarily excluded or determined ineligible by any Federal agency within the past three (3) years;

does not have a proposed disbarment pending; and

has not been indicted, convicted, or had a civil judgment against (it), by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

(Insert exceptions, if any)

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exceptions noted, indicated below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

NOTE: The above statement is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute endorsement and execution of this certification.

ITEMIZED BID SCHEDULE
2022 CONCRETE PROJECTS

BASE BID

Item No.	Description	Estimated Quantity	Units	Unit Price	Total
105.000	REMOVE PAVEMENT	147	SY	22.5	3307.5
105.140	REMOVE SIDEWALK	7,052	SF	1.75	12341
501.201	CONSTRUCT 7" CONCRETE DRIVEWAY (TYPE L85)	60	SY	64	3840
501.400	ADJUST UTILITY VALVE TO GRADE	2	EA	80	160
502.106	CONSTRUCT COMBINATION CURB AND GUTTER	180	LF	18	3240
503.000	CONSTRUCT 4-INCH PCC SIDEWALK	2,670	SF	6	16020
503.002	CONSTRUCT 6-INCH PCC SIDEWALK	4,101	SF	6.20	25426.2
503.100	CONSTRUCT SIDEWALK CURB WALL	75	SF	28	2100
503.202	CONSTRUCT 6-INCH IMPRINTED PCC SURFACE	350	SF	8	2800
504.000	CONSTRUCT PCC CURB RAMP	860	SF	14	12040
504.100	CONSTRUCT DETECTABLE WARNING PANEL (SUBSIDIARY)	200	SF	8 --	--
605.000	CONSTRUCT SEGMENTAL RETAINING WALL	54	SF	26	1404
702.915	ADJUST MANHOLE TO GRADE	2	EA	80	160
702.953	RECONSTRUCT CURB INLET WALLS	2	EA	2650	5300
802.002	INSTALL SEEDING (SUBSIDIARY)	840	SY	--	--
802.002A	INSTALL SEEDING (AUTHORIZED)	80	SY	\$4.00	\$320.00
802.700	INSTALL SODDING (SUBSIDIARY)	40	SY	--	--
802.700A	INSTALL SODDING (AUTHORIZED)	9	SY	\$7.00	\$63.00
906.210	PROVIDE TEMPORARY TRAFFIC CONTROL	1	LS	13800	13800
1002.054	REPAIR PAVEMENT (TYPE L85)	4,651	SY	84	390,684
1002.100	REPAIR CURB AND GUTTER	1,926	LF	23	44298
1002.101	REPAIR DRIVEWAY (TYPE L85)	20	SY	75	1500
1002.300	REPAIR MEDIAN SURFACING	840	SF	9	7560
1004.400	REMOVE AND REPLACE PRECAST INLET TOP	29	EA	3150	91,350
1109.000	MOBILIZATION/DEMobilIZATION	1	LS	4500	9500
1110.000	TOWING	2	HR	175	350

BASE BID TOTAL \$ 647,563.70

BIDDER: Burrell Enterprises LLC

ITEMIZED BID SCHEDULE
2022 CONCRETE PROJECTS

ADD ALTERNATE #1

Item No.	Description	Estimated Quantity	Units	Unit Price	Total
105.110	REMOVE DRIVEWAY	600	SY	15.75	9450
105.165	REMOVE COMBINATION CURB & GUTTER	2,650	LF	2.00	5300
501.201	CONSTRUCT 7" CONCRETE DRIVEWAY (TYPE L85)	600	SY	64	38,400
502.107	CONSTRUCT COMBINATION CURB AND GUTTER (MODIFIED)	2,650	LF	25	66,250
802.002	INSTALL SEEDING (SUBSIDIARY)	900	SY	---	---
802.002A	INSTALL SEEDING (AUTHORIZED)	90	SY	\$4.00	\$360.00
802.700	INSTALL SODDING (SUBSIDIARY)	40	SY	---	---
802.700A	INSTALL SODDING (AUTHORIZED)	8	SY	\$7.00	\$56.00
906.210	PROVIDE TEMPORARY TRAFFIC CONTROL	1	LS	9300	9300
1002.054	REPAIR PAVEMENT (TYPE L85)	21	SY	84	1764
1109.000	MOBILIZATION/DEMOBILIZATION	1	LS	5200	5200
1110.000	TOWING	1	HR	175	175

ADD ALTERNATE #1 TOTAL \$ 136,255.00

(Does not include base bid)

BIDDER: Burrell Enterprises Inc

BIDDER: Burcell Enterprises LLC

Project: City of Bellevue
"2022 CONCRETE PROJECTS"

PROPOSAL

To: Mayor and City Council
City of Bellevue
Bellevue, Nebraska 68005

I/We the undersigned have carefully examined the Plans, Specifications, and all addenda thereto and other Contract Documents prepared by the City of Bellevue for "2022 CONCRETE PROJECTS" and have carefully examined the site of work and become familiar with all local conditions including labor affecting the cost thereof. I/We do hereby propose to furnish all services, coverage's, labor, mechanics, superintendence, tools, materials, equipment, and all utilities and transportation services necessary to perform and complete said work (effectively hereinafter called "Work") and Work incidental thereto in a workmanlike manner in strict accordance with said Plans, Specifications, and other Contract Documents including Addenda No.(s) / thereto. The undersigned further certifies that I/We personally inspected the actual location of the Work, together with the local sources of supply; that I/We understand the conditions under which the Work is to be performed, and that I/We waive all right to plead any mistake or misunderstanding regarding the extent of or location of the Work or the conditions peculiar to the area.

The undersigned agrees to furnish the required bonds and to sign the Contract within ten (10) days from and after the acceptance of the Proposal and further agrees to begin Work within ten (10) days after receipt of written Notice to Proceed, and to complete the Work within (see **Construction Schedule**) The undersigned understands that the quantities mentioned are subject to increase and/or decrease and hereby proposes to perform all quantities of Work as increased or decreased in accordance with the provisions of the Contract Document and at the unit price bid.

Accompanying this Proposal, as a guaranty that the undersigned will execute the Contract and furnish a satisfactory bond in accordance with the terms and requirements of the Specifications, is a bid bond or a certified check made payable to the Treasurer, City of Bellevue, Nebraska, in the amount of **5% (five percent) of the bid price**. It is hereby agreed that in case of failure of the undersigned either to execute the Contract or to furnish satisfactory Contract Bond within ten (10) days after receipt of Notice of Award, the amount of this proposal guaranty will be retained by the City of Bellevue, Nebraska, as liquidated damages arising out of failure of the undersigned either to execute the Contract or to furnish bond as proposed. It is understood that in case the undersigned is not awarded the Work, the proposal guaranty will be returned as provided in the Specifications.

Respectfully submitted:

 owner

Signature of Bidder - Title

Nathan M. Burrell

Typed or Printed Name

Burrell Enterprises LLC

Name of Company

1433 O St.

Business Address

Omaha, NE 68107

78-146-0063

DUNS #

NE-EIN 57-1232938

City of Bellevue Contractor's License #/or
approved equivalent

402-612-2576

Phone Number

Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work. Contractor must possess a City of Bellevue Contractor's License or possess an approved equivalent (must be approved by the Chief Building Official). Contact the Permits & Inspections Department at 402-293-3014 with any questions. Contractor shall provide proof of a valid Contractor's License and a copy of the permit prior to work of this project commencing.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
3/01/2022

COUNCIL MEETING DATE: 03/01/2022		SUBMITTED BY: Doug Clark		Public Works Director	
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>		SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input type="checkbox"/>		PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>		CURRENT BUSINESS <input checked="" type="checkbox"/>		OTHER <input type="checkbox"/>	

SUBJECT:

Parks Mowing 2022

SYNOPSIS/BACKGROUND:

Approval of the low, responsive responsible bidder for the Parks Mowing 2022.

FISCAL IMPACT: \$28,459.20 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: Parks Mowing 2022

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Parks Mowing 2022

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: 11-Parks ACCOUNT NUMBER: 10-11-6034

RECOMMENDATION:

Approve the low bid from Alexander Lawn & Landscape, not to exceed \$28,459.20 and authorize the Mayor to sign the contract.

ATTACHMENTS:


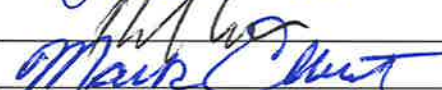
1. Contract	2. Bid Tab	3. Bid Sheet
4. Proposal	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

BIDDER:

Alexis Lawn & Landscape
INC

Project: **City of Bellevue**
"2022 PARKS MOWING"

PROPOSAL

To: Mayor and City Council
City of Bellevue
Bellevue, Nebraska 68005

I/We the undersigned have carefully examined the Plans, Specifications, and all addenda thereto and other Contract Documents prepared by the City of Bellevue for "2022 PARKS MOWING" and have carefully examined the site of work and become familiar with all local conditions including labor affecting the cost thereof. I/We do hereby propose to furnish all services, coverage's, labor, mechanics, superintendence, tools, materials, equipment, and all utilities and transportation services necessary to perform and complete said work (effectively hereinafter called "Work") and Work incidental thereto in a workmanlike manner in strict accordance with said Plans, Specifications, and other Contract Documents including Addenda No.(s) 10 & thereto. The undersigned further certifies that I/We personally inspected the actual location of the Work, together with the local sources of supply; that I/We understand the conditions under which the Work is to be performed, and that I/We waive all right to plead any mistake or misunderstanding regarding the extent of or location of the Work or the conditions peculiar to the area.

The undersigned agrees to furnish the required bonds and to sign the Contract within ten (10) days from and after the acceptance of the Proposal and further agrees to begin Work within ten (10) days after receipt of written Notice to Proceed, and to complete the Work within (see **Construction Schedule**) The undersigned understands that the quantities mentioned are subject to increase and/or decrease and hereby proposes to perform all quantities of Work as increased or decreased in accordance with the provisions of the Contract Document and at the unit price bid.

Accompanying this Proposal, as a guaranty that the undersigned will execute the Contract and furnish a satisfactory bond in accordance with the terms and requirements of the Specifications, is a bid bond or a certified check made payable to the Treasurer, City of Bellevue, Nebraska, in the amount of **5% (five percent) of the bid price**. It is hereby agreed that in case of failure of the undersigned either to execute the Contract or to furnish satisfactory Contract Bond within ten (10) days after receipt of Notice of Award, the amount of this proposal guaranty will be retained by the City of Bellevue, Nebraska, as liquidated damages arising out of failure of the undersigned either to execute the Contract or to furnish bond as proposed. It is understood that in case the undersigned is not awarded the Work, the proposal guaranty will be returned as provided in the Specifications.

[Handwritten signature]

NOTICE TO PROCEED

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

To: *Contractor*

Project: **2022 PARKS MOWING**
City of Bellevue, Nebraska

You are hereby notified to commence work on the above Project in accordance with the Contract dated Feb 16. The Notice to Proceed is dated Feb 16 to commence with the work stated in the contract. The official start date is April 1. Work shall be completed no later than Oct 31.

City of Bellevue
OWNER

*Alexander
Lawn S*

BY: *Nick Alexander*
TITLE: *President*

Items must be received prior to issuing Notice to Proceed:

- Contract Yes No
- Bonds Yes No
- Certificate of Insurance Yes No
- Permit (If Applicable) Yes No

CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 1st day of March 2022 by and between the City of Bellevue Nebraska, a municipal corporation of the first class and a political subdivision of the State of Nebraska ("City"), and Alexander Lawn & Landscape ("Contractor"). Whenever used in this Contract, the term "Party" shall mean City or Contractor, individually, and the term "Parties" shall mean the City and Contractor, collectively.

WHEREAS, Contractor submitted a bid proposal ("Proposal") to City in response to the solicitation or invitation to perform certain work for certain project(s), (as the work and project(s) are more particularly identified in Paragraph 2 of this Contract); and

WHEREAS, Contractor was selected to perform such work subject to the terms, conditions and other provisions of this Contract.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Contract/Contract Documents. Whenever used in this Contract, the term "Contract Documents" shall mean and include this Contract, and (i) the published notice inviting or soliciting bids or proposals in connection with the Work or Projects; (ii) City's request or solicitation for bids or proposals together with all addenda, drawings, schedules, exhibits, manuals, materials and documents attached or relevant to or referenced in such request or solicitation, including all Instructions, Plans, Specifications, Provisions, General or Special Conditions; (iii) Contractor's Bid or Proposal, together with all addenda, drawings, schedules, exhibits, materials and documents attached or relevant to or referenced in such Bid or Proposal; (iv) all payment, performance, labor, materials, maintenance or other bonds or Contract security; and (v) all written change orders, modifications or supplementary terms, conditions or instructions from City pursuant to paragraph 14(g) of this Contract. All Contract Documents shall be considered to be an integral part of this Contract whether or not attached to this written Contract; provided that in the event there shall be any conflict between this written Contract and any of the other Contract Documents, the provisions of this written Contract shall prevail.

2. Contractor's Work. Except to the extent expressly undertaken by City pursuant to the Contract Documents, (i) Contractor shall perform all site preparation and security, labor, supervision, direction, testing, and other services or work ("Work") necessary or appropriate for completion of the PARKS MOWING 2022 ("Project") in accordance with the requirements of the Contract Documents; (ii) Contractor shall furnish at its sole cost and expense all bonds, barricades, materials, supplies, equipment, tools, power, water, light, heat, utilities, transportation and all other services, facilities (whether permanent or temporary) and resources required for the Work; (iii) except to the extent otherwise expressly stated in the Contract Documents, Contractor shall be responsible for all means, methods, techniques, sequences and procedures, including coordination of all Work. Whenever used in this Contract, the term "Work" shall include all Corrective Work, unless the context otherwise requires. Contractor shall commence the Work within ten (10) days ("Commencement Date") after

receiving a Written Notice to Proceed from City. Contractor shall notify City in writing of the Commencement Date prior to undertaking any work.

3. Quality of Work. Contractor shall perform all Work in a good and workmanlike manner using qualified personnel and any equipment and materials required by the Contract Documents.

4. Site Inspection. Contractor acknowledges that it has inspected the Project site. Contractor waives any claim for additional time, costs, expenses, compensation or other amounts in connection with any condition (known, apparent, or concealed), which it may encounter at the Project site.

5. Contractor's Warranties. All Work is warranted by Contractor to be of highest quality, to be free from any faults or defects and to conform in all respects with the requirements of the Contract Documents.

6. Time of Essence/Liquidated Damages. Time schedules, limits or requirements specified in the Contract Documents are of the essence to this Contract. All Work shall be completed in accordance with the "Specifications", as attached hereto as Exhibit "A" and incorporated herein by this reference, unless (i) extended by City, in its sole discretion, or (ii) prevented (assuming, in all such events, Contractor's use of its best efforts to timely complete such Work) by the act or neglect of City or by an act of God or for other reasons beyond the control of Contractor, in which event time shall be extended for such reasonable time as City may determine. Whenever any Work shall not be so completed, then as liquidated damages and not as a penalty, Contractor shall pay City, within five (5) days of demand, the sum of Five Hundred and no/100ths Dollars (\$500.00) per day for each and every calendar day that the Work shall remain uncompleted.

7. Contractor's Compensation/Retainage. City shall pay the Contractor in current U.S. funds for the Contractor's performance of the Work. All Work, including any unit cost shall be undertaken at and performed in accordance with Contractor's Bid or Proposal. Subject to additions and deductions as provided in the Contract Documents, the aggregate cost of the Work shall not exceed Twenty eight thousand four hundred and fifty nine dollars and twenty cents Dollars (\$ 28,459.20) ("Contract Sum").

Upon completion of Work at the Project site, Contractor shall submit an invoice requesting payment ("Application for Payment") based upon the amount of Work actually completed at the Project site and Contractor shall set forth in detail the Work performed at the rate specified on Contractor's Bid or Proposal. Unless withheld by city because the Project Site Work does not comply with the Contract Documents or because the Contractor's failure to otherwise comply with the requirements of this contract as they may apply to any of the Work, City shall pay contractor ninety percent (90%) of the invoice within thirty (30) days of its receipt. Final payment constituting the entire unpaid balance of the Contract Sum shall be made by City to Contractor when the Contract has been fully performed and accepted, including Contractor's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment. Prior to final payment, Contractor shall provide evidence that

all employees, subcontractors, material suppliers and other persons or entities have been paid in full for any labor, materials, supplies or equipment used in connection with the Work; such evidence shall consist of receipts, releases, and waivers of liens, claims, security interests, or encumbrances arising out of the Work, to the extent and in such form as may be designated by City. At any time Contractor submits an Application for Payment, it shall constitute a representation by Contractor that all Work is completed as warranted by paragraph 5 of this Contract.

8. Corrective Work. Whenever discovered prior to the expiration of the Warranty Period, Contractor shall promptly correct any Work ("Corrective Work"), which is found to be substandard, defective or otherwise not in accordance with this Contract whether or not such Work or Corrective Work has been completed, installed or constructed. Contractor shall bear all costs and expense of Corrective Work, including all professional, testing, removal or inspection costs.

9. Risk of Loss. Contractor shall bear all risk of loss of or damage to all Work until (i) all Work has been satisfactorily completed and accepted; and (ii) in the case of Corrective Work, until the Corrective Work has been completed to the satisfaction of the City.

10. Contractor's Indemnity. Contractor shall defend, indemnify and hold City, its agents and employees harmless from and against any claims, damages (including damages for any personal injury, bodily injury, including death, or property damages), losses and expenses, including any reasonable attorney fees, of any person or entity arising or resulting from or out of (i) Contractor's performance under this Contract; (ii) any breach or default in or any violation or nonperformance of any covenant, term, provision, condition or agreement ("Default") in this Contract to be kept, observed, satisfied or performed by Contractor; (iii) any alleged act, error, omission or negligence of Contractor, its employees, subcontractors, agents, or any other person acting on behalf of Contractor; (iv) any material misrepresentation by Contractor; or (v) Contractor's operations in or about any Project site while Contractor is performing Work on such Project site except to the extent such claims result or arise from or out of, solely and proximately, from City's negligence, unlawful conduct or material breach of this Contract.

11. Termination for Default. In addition to any other remedies at law or in equity, City may terminate this Contract whenever Contractor (i) repeatedly refuses to materially comply with any reasonable requirement of City; (ii) fails to timely make any payment required by this Contract; or (iii) fails or refuses to cure any other Default within seven (7) days from written notice from City specifying such Default. Termination shall be effective immediately upon notice from City; provided, however, City may, without prejudice to any of its other rights or remedies under this Contract or otherwise, correct such Default in which event Contractor shall reimburse City for all costs and expenses incurred in undertaking such cure or to collect such reimbursement from Contractor.

12. Survival of City's Rights. All indemnity obligations of Contractor under this Contract and the Contractor's obligations under Paragraphs 5, 8 and 10 of this Contract shall survive the completion of all Work and the expiration or termination of this Contract.

13. Bonds and Insurance. Contractor shall furnish to the Department of Public Works for City at least five days prior to commencing any Work under this Contract a Performance Bond in an amount equal to 100% of the Contract Sum and a 100% Labor and Material Bond and all other Contract security and all policies or certificates of insurance which are required by the Contract Documents.

Contractor will maintain and provide evidence of the following insurance coverages from insurance companies acceptable to the city:

- Commercial General Liability \$1,000,000 per occurrence, \$2,000,000 aggregate, City of Bellevue named as an Additional Insured including completed operations, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Auto Liability - \$500,000 combined single limit.
- Workers Compensation/Employers Liability – Statutory limits \$100,000, \$500,000, \$100,000 limits, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Umbrella Liability - \$2,000,000 minimum limit, City of Bellevue named as Additional Insured.
- Builders Risk/Installation Floater – Limit equal to completed value of project. Coverage must apply to City's and all subcontractors interests in property and project.

14. Miscellaneous.

a. Contractor shall promptly pay all persons or entities that have furnished any services, labor, material, equipment or supplies in connection with any of the Work.

b. Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work.

c. Contractor shall perform all Work in compliance with applicable federal, state and local laws, rules and regulations applicable to such performance. Contractor shall comply at all times with the Fair Employment Practices Act (Nebraska Revised Statutes, Sections 48-1101 *et seq.*). Contractor shall pay the Unemployment Compensation Fund of the State of Nebraska any unemployment contributions and interest due under provisions of the Nebraska Revised Statutes (Sections 48-601 *et seq.*).

d. Contractor shall provide City or its representatives access to all Work (including Work in progress) for inspection or other appropriate purposes during all reasonable times. Contractor shall uncover any Work which has not been inspected at its sole cost and expense unless due to the neglect of City.

e. Contractor shall keep the Project site(s) free from accumulation of rubbish, debris and hazards. Upon completion of Work at each Project site, Contractor shall remove all surplus materials, all tools, equipment, machinery, waste, rubbish and other items not constituting a part of the completed Work.

f. Contractor shall be responsible for all acts, errors, omissions or neglect of Contractor's agents and employees, including Contractor's subcontractors and its agents or employees.

g. City shall have the right to make minor changes in the Work, including Drawings, Plans, and Specifications, at no additional compensation or consideration to Contractor by notice in writing to Contractor. All other changes in Work shall be by written Change Order executed by the Project representative of each Party. City and Contractor each represents that its Project representative is authorized to execute such Change Order and shall be bound by the same; provided, however, that prior approval of the Bellevue City Council shall be required for (i) any Change Order resulting in an adjustment to the Contractor's compensation of more than \$10,000, or (ii) any Change Order or series of Change Orders which in the aggregate increase Contractor's compensation by ten percent (10%) or more of the original compensation.

h. Neither (i) City's payment of any invoice, nor (ii) the presence of City or its representatives on any Project site, nor (iii) the inspection or approval of any Work shall constitute acceptance of such Work as compliant or otherwise being in accordance with the Contract Documents and shall not be construed to waive any right to indemnity or any other right or remedy of City for any Default of Contractor.

i. Contractor may not assign or subcontract all or any portion of the Work, except as specified in the Bid or Proposal, without City's prior written consent, which may be withheld in City's absolute discretion.

j. Contractor shall not assign any moneys due or to become due under this Contract without the prior written consent of City, which may be withheld in City's absolute discretion.

k. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract.

l. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection and warnings to prevent damage, injury or loss to employees, subcontractors and any other persons, such as pedestrians or motorists, who may be present upon or within the vicinity of a Project site while Work is being performed or in progress.

m. Any approval, notice or communication to a Party required or permitted by this Contract shall be sufficient only if made in writing.

(i) Any notice which may be permitted or required to be given pursuant to this Contract shall be delivered personally or shall be sent by United States certified mail, postage prepaid addressed as set forth below:

If to City:

City of Bellevue

Attn: _____
1510 Wall Street
Bellevue, NE 68005
Fax No.: (402) 293-3173

With a copy to:

Alicia Robbins
Bellevue City Attorney
1500 Wall Street
Bellevue, NE 68005

If to Contractor:

Fax No.: _____

With a copy to:

Fax No.: _____

(ii) Each Party may from time to time change its address for receipt of notices by sending a notice in the manner provided to the others specifying the new address.

(iii) Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted at the last address specified and if the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. In the event the Parties utilize "facsimile" transmitted signed documents, the Parties hereby agree to accept and to rely upon such documents as if they bore original signatures. Each Party acknowledges and agrees to provide to the other Party, within 72 hours of transmission, such documents bearing the original signatures.

n. City's Project representative shall be Public Works Director Doug Clark, or his designee.

o. A failure by a Party to enforce any of its rights under this Contract shall not at any time constitute a waiver of such right or any other right, and shall not modify any rights, remedies or obligations of such Party under this Contract or otherwise.

p. The Contract Documents form the entire agreement of the Parties and supersede any prior oral or written agreements of the Parties in connection with the subject matter of this Contract. Neither this Contract, nor any of the Contract Documents, shall be modified or amended except in a writing duly executed by City.

q. Contractor shall comply with: (i) the provisions of Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulation (41 C.F.R., Part 60); (ii) the Copeland "Anti-kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (20 C.F.R., Part 3); and (iii) all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the C.F.R.) issued pursuant to the Civil Rights Act of 1964 and all applicable federal, state and local laws.

r. The Contractor represents that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the City with a view towards securing a contract or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Agreement.

s. Contractor shall not discriminate against any employee, or applicant for employment, to be employed in the performance of the Work, because of race, color, religion, sex, disability, or national origin, with respect to the hire, tenure, terms, conditions, privileges or employment of such employee or applicant.

t. Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of this Contract, Contractor shall submit an affirmative action report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City's Affirmative Action Equal Opportunity Policy Statement, as attached hereto as Exhibit "B" and incorporated herein by this reference.

u. References to any document or other instrument includes all amendments and replacements thereof and supplements thereto. References to provisions of law shall be construed as references to those provisions as respectively amended, extended, consolidated or reenacted or as their application is modified by other provisions from time to time and shall include any provisions of which they are reenactments (whether with or without modification), any orders, regulations, instruments, or other subordinate legislation made under the relevant statute.

v. Each Party agrees that it has been given the opportunity to thoroughly discuss all aspects of this Contract with an attorney of its choosing and that each Party has carefully read and fully understands all of the provisions of this Contract. Each Party further represents and acknowledges that in executing this Contract it has not relied upon any representation or statement of the other Party or the other Party's officers, directors, employees, agents, council members or attorneys with regard to the subject matter, basis or effect of this Contract outside of the content of this Contract.

w. The provisions of this Contract are intended to be performed in accordance with, and only to the extent permitted by, all applicable requirements of law. If any provision of this Contract or the application of the Contract to any person or circumstance shall, for any reason and to any extent, be held invalid or unenforceable, neither the remainder of this Contract nor the application of this Contract or such provision to any other person or circumstance or other instruments referred to in this Contract or affected provision shall be affected thereby but, rather, the same shall be enforced to the fullest extent permitted by law. In the event that any provision of this Contract, or the application thereof, is held by any court of competent jurisdiction to be illegal or unenforceable, the Parties shall attempt in good faith to agree upon an equitable adjustment in order to overcome to the greatest extent possible the effect of such illegality or unenforceability.

x. The failure of any Party to insist upon the strict observance and performance of the terms, provisions or conditions of this Contract shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms, provisions or conditions.

y. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

z. If there occurs a conflict between or among this Contract, the Specifications and General Conditions, the Bid Schedules and a part hereof or any Addenda, the prevailing provisions, as between the Parties, shall be: first, those contained in this Contract; second, those contained in the applicable Specifications and General Conditions and Bid Schedules to the extent not inconsistent with this Contract; and third, those continued in any applicable Addenda to the extent not inconsistent with this Contract or such Specifications and General Provisions and Bid Schedules. Thereafter, if further interpretation is needed, the Parties acknowledge Contractor having bid for this Contract via the Bid Documents prepared by City Engineer, City of Bellevue.

aa. Contractor shall not be entitled to terminate this Contract or suspend any of the Work for any reason whatsoever, including any breach of this Contract by City.

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

of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

IN WITNESS THEREOF, the parties have duly authorized the execution and delivery of this Contract.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: _____
Mayor

BY: _____
City Clerk

ATTEST:

BY: _____

TITLE: _____

BELLEVUE PUBLIC WORKS DEPARTMENT

PROJECT: Parks Mowing

DATE: February 16th, 2022

TIME: 10:30am

CONTRACTORS	TOTAL BID	BID BOND	ADDENDUMS
Crow Lawn Care	2022 - \$70.00/acre - \$51,744.00 Total 2023 - \$70.00/acre - \$51,744.00 Total 2024 - \$70.00/acre - \$51,744.00 Total	Y	N/A
Best Cut	2022 - \$45.00/acre - \$33,264.00 Total 2023 - \$46.00/acre - \$34,003.20 Total 2024 - \$47.00/acre - \$34,742.40 Total	Y	N/A
Nebraska's Best Lawn	2022 - \$45.00/acre - \$33,264.00 Total 2023 - \$46.00/acre - \$34,003.20 Total 2024 - \$47.00/acre - \$34,742.40 Total	Y	N/A
Alexander Lawn & Landscape	2022 - \$38.50/acre - \$28,459.20 Total 2023 - \$38.50/acre - \$28,459.20 Total 2024 - \$38.50/acre - \$28,459.20 Total	Y	N/A
	2023-2024 Optional to extend		

BID SHEET
CITY OF BELLEVUE 2022 PARKS MOWING

Upon acceptance of the bid, the contractor will be notified. The contract between The City of Bellevue and the contractor will be executed within seven (7) days of award.

TO: The City of Bellevue: I submit the following bid for a one (1) year contract to mow the City's selected parks, understanding that the contract may be renewed every January, not to exceed three (3) years under the same terms and conditions.

Year	Acres per Sequence	Cost per Acre including trash pickup	Total Annual Cost based on twenty-eight (28) Mowing Sequences at the specified acreage
2022	26.4	38.50	\$1016.40 per mow = \$28,459.20
2023 (option)	26.4	38.50	\$1016.40 per mow = \$28,459.20
2024 (option)	26.4	38.50	\$1016.40 per mow = \$28,459.20

Payment terms: 30 days upon receipt of invoice. The Bellevue City Council meets on the 1st and 3rd Tuesdays of the month to approve all accounts payable liabilities.

Company: Alexander lawn & landscape

Address: Po Box 688 City/State/Zip: Elkhorn, NE 6802

Contact person: Nick Alexander Telephone: 402-813-5109

It is agreed by the undersigned vendor that the signature and submission of this bid represents the vendor's acceptance of all terms, conditions and requirements of bid specifications and, if awarded, the bid will represent the agreement between the parties.

Signed: (sign manually, in ink) 

Name Printed: Nick Alexander

Title: President

Date: Feb 10, 2022



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16e.
3/01/2022

COUNCIL MEETING DATE: 03/01/2022	SUBMITTED BY: Doug Clark	Public Works Director
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Right-of-Way Mowing 2022

SYNOPSIS/BACKGROUND:

Approval of the low, responsive responsible bidder for the Right-of-Way Mowing 2022

FISCAL IMPACT: \$107,000.00 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: Right-of-Way Mowing 2022

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Right-of-Way Mowing 2022

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: 11-Parks ACCOUNT NUMBER: 10-11-6038

RECOMMENDATION:

Approve the low bid from Crow Lawncare, not to exceed \$107,000 for the Right-of-Way Mowing 2022 and authorize the Mayor to sign the contract.

ATTACHMENTS:

1. Contract 2. Bid Tab 3. Bid Sheet
4. Proposal 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]

CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 1st day of March 2022 by and between the City of Bellevue Nebraska, a municipal corporation of the first class and a political subdivision of the State of Nebraska ("City"), and Crow Lawncare ("Contractor"). Whenever used in this Contract, the term "Party" shall mean City or Contractor, individually, and the term "Parties" shall mean the City and Contractor, collectively.

WHEREAS, Contractor submitted a bid proposal ("Proposal") to City in response to the solicitation or invitation to perform certain work for certain project(s), (as the work and project(s) are more particularly identified in Paragraph 2 of this Contract); and

WHEREAS, Contractor was selected to perform such work subject to the terms, conditions and other provisions of this Contract.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Contract/Contract Documents. Whenever used in this Contract, the term "Contract Documents" shall mean and include this Contract, and (i) the published notice inviting or soliciting bids or proposals in connection with the Work or Projects; (ii) City's request or solicitation for bids or proposals together with all addenda, drawings, schedules, exhibits, manuals, materials and documents attached or relevant to or referenced in such request or solicitation, including all Instructions, Plans, Specifications, Provisions, General or Special Conditions; (iii) Contractor's Bid or Proposal, together with all addenda, drawings, schedules, exhibits, materials and documents attached or relevant to or referenced in such Bid or Proposal; (iv) all payment, performance, labor, materials, maintenance or other bonds or Contract security; and (v) all written change orders, modifications or supplementary terms, conditions or instructions from City pursuant to paragraph 14(g) of this Contract. All Contract Documents shall be considered to be an integral part of this Contract whether or not attached to this written Contract; provided that in the event there shall be any conflict between this written Contract and any of the other Contract Documents, the provisions of this written Contract shall prevail.

2. Contractor's Work. Except to the extent expressly undertaken by City pursuant to the Contract Documents, (i) Contractor shall perform all site preparation and security, labor, supervision, direction, testing, and other services or work ("Work") necessary or appropriate for completion of the RIGHT-OF-WAY MOWING 2022 ("Project") in accordance with the requirements of the Contract Documents; (ii) Contractor shall furnish at its sole cost and expense all bonds, barricades, materials, supplies, equipment, tools, power, water, light, heat, utilities, transportation and all other services, facilities (whether permanent or temporary) and resources required for the Work; (iii) except to the extent otherwise expressly stated in the Contract Documents, Contractor shall be responsible for all means, methods, techniques, sequences and procedures, including coordination of all Work. Whenever used in this Contract, the term "Work" shall include all Corrective Work, unless the context otherwise requires. Contractor shall commence the Work within ten (10) days ("Commencement Date") after

receiving a Written Notice to Proceed from City. Contractor shall notify City in writing of the Commencement Date prior to undertaking any work.

3. Quality of Work. Contractor shall perform all Work in a good and workmanlike manner using qualified personnel and any equipment and materials required by the Contract Documents.

4. Site Inspection. Contractor acknowledges that it has inspected the Project site. Contractor waives any claim for additional time, costs, expenses, compensation or other amounts in connection with any condition (known, apparent, or concealed), which it may encounter at the Project site.

5. Contractor's Warranties. All Work is warranted by Contractor to be of highest quality, to be free from any faults or defects and to conform in all respects with the requirements of the Contract Documents.

6. Time of Essence/Liquidated Damages. Time schedules, limits or requirements specified in the Contract Documents are of the essence to this Contract. All Work shall be completed in accordance with the "Specifications", as attached hereto as Exhibit "A" and incorporated herein by this reference, unless (i) extended by City, in its sole discretion, or (ii) prevented (assuming, in all such events, Contractor's use of its best efforts to timely complete such Work) by the act or neglect of City or by an act of God or for other reasons beyond the control of Contractor, in which event time shall be extended for such reasonable time as City may determine. Whenever any Work shall not be so completed, then as liquidated damages and not as a penalty, Contractor shall pay City, within five (5) days of demand, the sum of Five Hundred and no/100ths Dollars (\$500.00) per day for each and every calendar day that the Work shall remain uncompleted.

7. Contractor's Compensation/Retainage. City shall pay the Contractor in current U.S. funds for the Contractor's performance of the Work. All Work, including any unit cost shall be undertaken at and performed in accordance with Contractor's Bid or Proposal. Subject to additions and deductions as provided in the Contract Documents, the aggregate cost of the Work shall not exceed One hundred and seven thousand dollars and zero cents Dollars (\$107,000.00) ("Contract Sum").

Upon completion of Work at the Project site, Contractor shall submit an invoice requesting payment ("Application for Payment") based upon the amount of Work actually completed at the Project site and Contractor shall set forth in detail the Work performed at the rate specified on Contractor's Bid or Proposal. Unless withheld by city because the Project Site Work does not comply with the Contract Documents or because the Contractor's failure to otherwise comply with the requirements of this contract as they may apply to any of the Work, City shall pay contractor ninety percent (90%) of the invoice within thirty (30) days of its receipt. Final payment constituting the entire unpaid balance of the Contract Sum shall be made by City to Contractor when the Contract has been fully performed and accepted, including Contractor's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment. Prior to final payment, Contractor shall provide evidence that

all employees, subcontractors, material suppliers and other persons or entities have been paid in full for any labor, materials, supplies or equipment used in connection with the Work; such evidence shall consist of receipts, releases, and waivers of liens, claims, security interests, or encumbrances arising out of the Work, to the extent and in such form as may be designated by City. At any time Contractor submits an Application for Payment, it shall constitute a representation by Contractor that all Work is completed as warranted by paragraph 5 of this Contract.

8. Corrective Work. Whenever discovered prior to the expiration of the Warranty Period, Contractor shall promptly correct any Work ("Corrective Work"), which is found to be substandard, defective or otherwise not in accordance with this Contract whether or not such Work or Corrective Work has been completed, installed or constructed. Contractor shall bear all costs and expense of Corrective Work, including all professional, testing, removal or inspection costs.

9. Risk of Loss. Contractor shall bear all risk of loss of or damage to all Work until (i) all Work has been satisfactorily completed and accepted; and (ii) in the case of Corrective Work, until the Corrective Work has been completed to the satisfaction of the City.

10. Contractor's Indemnity. Contractor shall defend, indemnify and hold City, its agents and employees harmless from and against any claims, damages (including damages for any personal injury, bodily injury, including death, or property damages), losses and expenses, including any reasonable attorney fees, of any person or entity arising or resulting from or out of (i) Contractor's performance under this Contract; (ii) any breach or default in or any violation or nonperformance of any covenant, term, provision, condition or agreement ("Default") in this Contract to be kept, observed, satisfied or performed by Contractor; (iii) any alleged act, error, omission or negligence of Contractor, its employees, subcontractors, agents, or any other person acting on behalf of Contractor; (iv) any material misrepresentation by Contractor; or (v) Contractor's operations in or about any Project site while Contractor is performing Work on such Project site except to the extent such claims result or arise from or out of, solely and proximately, from City's negligence, unlawful conduct or material breach of this Contract.

11. Termination for Default. In addition to any other remedies at law or in equity, City may terminate this Contract whenever Contractor (i) repeatedly refuses to materially comply with any reasonable requirement of City; (ii) fails to timely make any payment required by this Contract; or (iii) fails or refuses to cure any other Default within seven (7) days from written notice from City specifying such Default. Termination shall be effective immediately upon notice from City; provided, however, City may, without prejudice to any of its other rights or remedies under this Contract or otherwise, correct such Default in which event Contractor shall reimburse City for all costs and expenses incurred in undertaking such cure or to collect such reimbursement from Contractor.

12. Survival of City's Rights. All indemnity obligations of Contractor under this Contract and the Contractor's obligations under Paragraphs 5, 8 and 10 of this Contract shall survive the completion of all Work and the expiration or termination of this Contract.

13. Bonds and Insurance. Contractor shall furnish to the Department of Public Works for City at least five days prior to commencing any Work under this Contract a Performance Bond in an amount equal to 100% of the Contract Sum and a 100% Labor and Material Bond and all other Contract security and all policies or certificates of insurance which are required by the Contract Documents.

Contractor will maintain and provide evidence of the following insurance coverages from insurance companies acceptable to the city:

- Commercial General Liability \$1,000,000 per occurrence, \$2,000,000 aggregate, City of Bellevue named as an Additional Insured including completed operations, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Auto Liability - \$500,000 combined single limit.
- Workers Compensation/Employers Liability – Statutory limits \$100,000, \$500,000, \$100,000 limits, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Umbrella Liability - \$2,000,000 minimum limit, City of Bellevue named as Additional Insured.
- Builders Risk/Installation Floater – Limit equal to completed value of project. Coverage must apply to City's and all subcontractors interests in property and project.

14. Miscellaneous.

a. Contractor shall promptly pay all persons or entities that have furnished any services, labor, material, equipment or supplies in connection with any of the Work.

b. Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work.

c. Contractor shall perform all Work in compliance with applicable federal, state and local laws, rules and regulations applicable to such performance. Contractor shall comply at all times with the Fair Employment Practices Act (Nebraska Revised Statutes, Sections 48-1101 *et seq.*). Contractor shall pay the Unemployment Compensation Fund of the State of Nebraska any unemployment contributions and interest due under provisions of the Nebraska Revised Statutes (Sections 48-601 *et seq.*).

d. Contractor shall provide City or its representatives access to all Work (including Work in progress) for inspection or other appropriate purposes during all reasonable times. Contractor shall uncover any Work which has not been inspected at its sole cost and expense unless due to the neglect of City.

e. Contractor shall keep the Project site(s) free from accumulation of rubbish, debris and hazards. Upon completion of Work at each Project site, Contractor shall remove all surplus materials, all tools, equipment, machinery, waste, rubbish and other items not constituting a part of the completed Work.

f. Contractor shall be responsible for all acts, errors, omissions or neglect of Contractor's agents and employees, including Contractor's subcontractors and its agents or employees.

g. City shall have the right to make minor changes in the Work, including Drawings, Plans, and Specifications, at no additional compensation or consideration to Contractor by notice in writing to Contractor. All other changes in Work shall be by written Change Order executed by the Project representative of each Party. City and Contractor each represents that its Project representative is authorized to execute such Change Order and shall be bound by the same; provided, however, that prior approval of the Bellevue City Council shall be required for (i) any Change Order resulting in an adjustment to the Contractor's compensation of more than \$10,000, or (ii) any Change Order or series of Change Orders which in the aggregate increase Contractor's compensation by ten percent (10%) or more of the original compensation.

h. Neither (i) City's payment of any invoice, nor (ii) the presence of City or its representatives on any Project site, nor (iii) the inspection or approval of any Work shall constitute acceptance of such Work as compliant or otherwise being in accordance with the Contract Documents and shall not be construed to waive any right to indemnity or any other right or remedy of City for any Default of Contractor.

i. Contractor may not assign or subcontract all or any portion of the Work, except as specified in the Bid or Proposal, without City's prior written consent, which may be withheld in City's absolute discretion.

j. Contractor shall not assign any moneys due or to become due under this Contract without the prior written consent of City, which may be withheld in City's absolute discretion.

k. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract.

l. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection and warnings to prevent damage, injury or loss to employees, subcontractors and any other persons, such as pedestrians or motorists, who may be present upon or within the vicinity of a Project site while Work is being performed or in progress.

m. Any approval, notice or communication to a Party required or permitted by this Contract shall be sufficient only if made in writing.

(i) Any notice which may be permitted or required to be given pursuant to this Contract shall be delivered personally or shall be sent by United States certified mail, postage prepaid addressed as set forth below:

If to City:

City of Bellevue

Attn: _____
1510 Wall Street
Bellevue, NE 68005
Fax No.: (402) 293-3173

With a copy to:

Alicia Robbins
Bellevue City Attorney
1500 Wall Street
Bellevue, NE 68005

If to Contractor:

Fax No.: _____

With a copy to:

Fax No.: _____

(ii) Each Party may from time to time change its address for receipt of notices by sending a notice in the manner provided to the others specifying the new address.

(iii) Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted at the last address specified and if the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. In the event the Parties utilize "facsimile" transmitted signed documents, the Parties hereby agree to accept and to rely upon such documents as if they bore original signatures. Each Party acknowledges and agrees to provide to the other Party, within 72 hours of transmission, such documents bearing the original signatures.

n. City's Project representative shall be Public Works Director Doug Clark, or his designee.

o. A failure by a Party to enforce any of its rights under this Contract shall not at any time constitute a waiver of such right or any other right, and shall not modify any rights, remedies or obligations of such Party under this Contract or otherwise.

p. The Contract Documents form the entire agreement of the Parties and supersede any prior oral or written agreements of the Parties in connection with the subject matter of this Contract. Neither this Contract, nor any of the Contract Documents, shall be modified or amended except in a writing duly executed by City.

q. Contractor shall comply with: (i) the provisions of Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulation (41 C.F.R., Part 60); (ii) the Copeland "Anti-kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (20 C.F.R., Part 3); and (iii) all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the C.F.R.) issued pursuant to the Civil Rights Act of 1964 and all applicable federal, state and local laws.

r. The Contractor represents that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the City with a view towards securing a contract or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Agreement.

s. Contractor shall not discriminate against any employee, or applicant for employment, to be employed in the performance of the Work, because of race, color, religion, sex, disability, or national origin, with respect to the hire, tenure, terms, conditions, privileges or employment of such employee or applicant.

t. Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of this Contract, Contractor shall submit an affirmative action report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City's Affirmative Action Equal Opportunity Policy Statement, as attached hereto as Exhibit "B" and incorporated herein by this reference.

u. References to any document or other instrument includes all amendments and replacements thereof and supplements thereto. References to provisions of law shall be construed as references to those provisions as respectively amended, extended, consolidated or reenacted or as their application is modified by other provisions from time to time and shall include any provisions of which they are reenactments (whether with or without modification), any orders, regulations, instruments, or other subordinate legislation made under the relevant statute.

v. Each Party agrees that it has been given the opportunity to thoroughly discuss all aspects of this Contract with an attorney of its choosing and that each Party has carefully read and fully understands all of the provisions of this Contract. Each Party further represents and acknowledges that in executing this Contract it has not relied upon any representation or statement of the other Party or the other Party's officers, directors, employees, agents, council members or attorneys with regard to the subject matter, basis or effect of this Contract outside of the content of this Contract.

w. The provisions of this Contract are intended to be performed in accordance with, and only to the extent permitted by, all applicable requirements of law. If any provision of this Contract or the application of the Contract to any person or circumstance shall, for any reason and to any extent, be held invalid or unenforceable, neither the remainder of this Contract nor the application of this Contract or such provision to any other person or circumstance or other instruments referred to in this Contract or affected provision shall be affected thereby but, rather, the same shall be enforced to the fullest extent permitted by law. In the event that any provision of this Contract, or the application thereof, is held by any court of competent jurisdiction to be illegal or unenforceable, the Parties shall attempt in good faith to agree upon an equitable adjustment in order to overcome to the greatest extent possible the effect of such illegality or unenforceability.

x. The failure of any Party to insist upon the strict observance and performance of the terms, provisions or conditions of this Contract shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms, provisions or conditions.

y. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

z. If there occurs a conflict between or among this Contract, the Specifications and General Conditions, the Bid Schedules and a part hereof or any Addenda, the prevailing provisions, as between the Parties, shall be: first, those contained in this Contract; second, those contained in the applicable Specifications and General Conditions and Bid Schedules to the extent not inconsistent with this Contract; and third, those continued in any applicable Addenda to the extent not inconsistent with this Contract or such Specifications and General Provisions and Bid Schedules. Thereafter, if further interpretation is needed, the Parties acknowledge Contractor having bid for this Contract via the Bid Documents prepared by City Engineer, City of Bellevue.

aa. Contractor shall not be entitled to terminate this Contract or suspend any of the Work for any reason whatsoever, including any breach of this Contract by City.

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

of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

IN WITNESS THEREOF, the parties have duly authorized the execution and delivery of this Contract.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: _____
Mayor

BY: _____
City Clerk

ATTEST:

BY: _____

TITLE: _____

BID SHEET
CITY OF BELLEVUE 2022 RIGHT-OF-WAY MOWING

Upon acceptance of the bid, the contractor will be notified. The contract between The City of Bellevue and the contractor will be executed within seven (7) days of award.

TO: The City of Bellevue: I submit the following bid for a one (1) year contract to mow the City's right-of-ways, understanding that the contract may be renewed every January, not to exceed three (3) years under the same terms and conditions.

Year	Acres per Sequence	Cost per Acre including trash pickup	Total Annual Cost based on twelve (12) Mowing Sequences at the specified acreage
2022	256*	\$ 34.83	\$ 107,000.00
2023 (option)	262	\$ 34.83	\$ 109,505.52
2024 (option)	257**	\$ 34.83	\$ 107,415.72

* Area adjustment due to 36th Street Phase 1 reconstruction project (Blaine to Blackhawk)

** Area adjustment due to 36th Street Phase 2 reconstruction project (Blackhawk to Platteview)

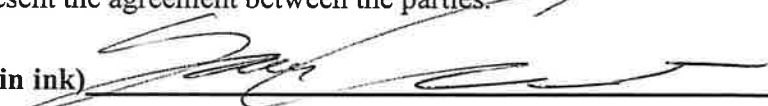
Payment terms: 30 days upon receipt of invoice. The Bellevue City Council meets on the 1st and 3rd Tuesdays of the month to approve all accounts payable liabilities.

Company: Crow Lawn Care LLC

Address: PO Box 770 City/State/Zip: Bellevue, NE 68005

Contact person: Sam Crow Telephone: 402-312-8507

It is agreed by the undersigned vendor that the signature and submission of this bid represents the vendor's acceptance of all terms, conditions and requirements of bid specifications and, if awarded, the bid will represent the agreement between the parties.

Signed: (sign manually, in ink) 

Name Printed: Sam Crow

Title: Owner

Date: 2/14/2022



BIDDER: Crow Lawn Care LLC

Project: **City of Bellevue**
"2022 RIGHT-OF-WAY MOWING"

PROPOSAL

To: Mayor and City Council
City of Bellevue
Bellevue, Nebraska 68005

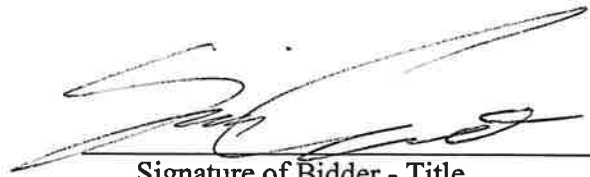
I/We the undersigned have carefully examined the Plans, Specifications, and all addenda thereto and other Contract Documents prepared by the City of Bellevue for "2022 RIGHT-OF-WAY MOWING" and have carefully examined the site of work and become familiar with all local conditions including labor affecting the cost thereof. I/We do hereby propose to furnish all services, coverage's, labor, mechanics, superintendence, tools, materials, equipment, and all utilities and transportation services necessary to perform and complete said work (effectively hereinafter called "Work") and Work incidental thereto in a workmanlike manner in strict accordance with said Plans, Specifications, and other Contract Documents including Addenda No.(s) _____ thereto. The undersigned further certifies that I/We personally inspected the actual location of the Work, together with the local sources of supply; that I/We understand the conditions under which the Work is to be performed, and that I/We waive all right to plead any mistake or misunderstanding regarding the extent of or location of the Work or the conditions peculiar to the area.

The undersigned agrees to furnish the required bonds and to sign the Contract within ten (10) days from and after the acceptance of the Proposal and further agrees to begin Work within ten (10) days after receipt of written Notice to Proceed, and to complete the Work within (see **Construction Schedule**) The undersigned understands that the quantities mentioned are subject to increase and/or decrease and hereby proposes to perform all quantities of Work as increased or decreased in accordance with the provisions of the Contract Document and at the unit price bid.

Accompanying this Proposal, as a guaranty that the undersigned will execute the Contract and furnish a satisfactory bond in accordance with the terms and requirements of the Specifications, is a bid bond or a certified check made payable to the Treasurer, City of Bellevue, Nebraska, in the amount of **5% (five percent) of the bid price**. It is hereby agreed that in case of failure of the undersigned either to execute the Contract or to furnish satisfactory Contract Bond within ten (10) days after receipt of Notice of Award, the amount of this proposal guaranty will be retained by the City of Bellevue, Nebraska, as liquidated damages arising out of failure of the undersigned either to execute the Contract or to furnish bond as proposed. It is understood that in case the undersigned is not awarded the Work, the proposal guaranty will be returned as provided in the Specifications.



Respectfully submitted:


Signature of Bidder - Title *owner*

Sam Crow
Typed or Printed Name

Crow Lawn Care LLC
Name of Company

PO Box 776
Business Address

Belleve, NE 68005

DUNS #

51708-21
Contractor's License #/or approved equivalent

402-312-8567
Phone Number

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16f.
3/01/2022

COUNCIL MEETING DATE: 03/01/2022		SUBMITTED BY: Doug Clark, Public Works Director		Dean Dunn, Engineering Manager	
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>		SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input type="checkbox"/>		PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>		CURRENT BUSINESS <input checked="" type="checkbox"/>		OTHER <input type="checkbox"/>	

SUBJECT:

Bellevue West High School Traffic Study Proposal

SYNOPSIS/BACKGROUND:

Approve the proposal from Felsburg Holt & Ullevig (FHU) to perform a traffic study at Bellevue West High School. FHU will evaluate traffic control at the intersection of 15th Street with Thurston Avenue and school circulation. The school study will include on-site observations, general evaluation of vehicular circulation and pedestrian interaction, and development of short, medium, and long term conceptual improvements in the study area to improve operations and safety..

FISCAL IMPACT: \$15,500.00 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: 15th Street with Thurston Avenue – Bellevue West School Study

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: 10-15-6033

RECOMMENDATION:

Approve the proposal from Felsburg Holt & Ullevig (FHU) not to exceed \$15,500 to perform a traffic study at Bellevue West High School, and authorize the Mayor to sign the proposal.

ATTACHMENTS:

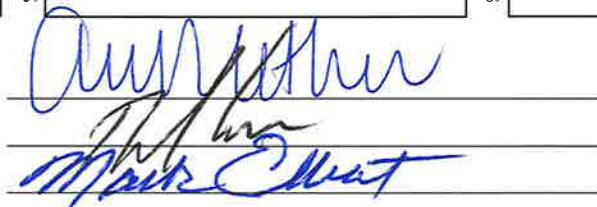
1. Proposal	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





February 17, 2022

EXHIBIT A

Mr. Dean Dunn, PE
Public Works
City of Bellevue
1510 Wall Street
Bellevue, NE 68005

RE: Proposal for Engineering Services
15th Street with Thurston Avenue – Bellevue West School Study

Dear Dean:

Thank you for the opportunity to submit this proposal to provide engineering services to the City of Bellevue for a traffic study at Bellevue West High School. The information used to prepare this proposal is based on our discussions.

The analysis will evaluate traffic control at the intersection of 15th Street with Thurston Avenue and school circulation. The school study will include on-site observations, general evaluation of vehicular circulation and pedestrian interaction, and development of short, medium, and long term conceptual improvements in the study area to improve operations and safety. The study will evaluate the following time period(s):

- Existing year (2022) AM Arrival and PM Dismissal peak hours

Scope of Services

The tasks below describe the engineering services to be provided by FHU to the City to complete the intersection analysis and school study.

TASK 1. Project Management

- a. *Project Management* – The FHU Project Manager will serve as the main point of contact, maintain project schedule and budget, be responsible for coordinating work, and provide regular progress reports with invoices. Mark Meisinger, PE, PTOE will serve as the Principal in Charge, and Adam Denney, PE, PTOE will serve as the Project Manager for this project.
- b. *QA/QC* - FHU will perform QA/QC checks at various stages of the study, including prior to any official submittal.

TASK 2. Meetings

- a. *Progress Meeting* – FHU will attend one progress/review meeting with City staff to review preliminary results. This meeting may occur virtually.
- b. *Stakeholder Meeting* – FHU will hold a meeting with Bellevue West High School administration to discuss current traffic and pedestrian issues.

TASK 3. Site Observations

- a. *Site Observation* – FHU will observe the current traffic conditions during the AM Arrival and PM Dismissal peak hours at Bellevue West High School. The following intersection(s)/location(s) have been noted as areas of concern:
 - 15th Street & Thurston Avenue
 - School Loop Road

The study will include an evaluation of the study area intersection(s)/location(s) mentioned above and the north and south accesses to the school park lot. Site field notes, observations, and photos will be documented in the report.

TASK 4. Data Collection

- a. *Traffic/Pedestrian Counts* – FHU will complete an 8-hour traffic count at the intersection of 15th Street with Thurston Avenue. Vehicles, buses, and pedestrians will be counted. Additionally, to capture all traffic into the school site, 4-hour traffic counts will be completed at the intersections of Thurston Avenue with Parking Lot Access (South) and Kasper Street with Parking Lot Access (North). Counts will be completed while school is in session and during pleasant weather (no rain and temperatures above 50 degrees).

TASK 5. Traffic Analysis

- a. *Warrant Analysis* – FHU will assess the current level of congestion, measured by level of service (LOS), experienced at the stop-controlled intersection of 15th Street with Thurston Avenue and MUTCD traffic control warrants, including the all-way stop warrant, will be analyzed at the intersection under existing traffic conditions. Roundabouts will also be analyzed.
- b. *Alternatives Analysis* – Traffic volumes will be analyzed at the study intersection of 15th Street with Thurston Avenue to determine future traffic control and school pick-up/drop-off operations. Alternative concepts will be developed to address existing operational issues as well as site circulation. The analysis will look to develop three levels of improvements, a short term, medium term, and long term.
- c. *Site Circulation Assessment* – Based on site observations, FHU will assess the current school site circulation and recommended solutions to improve the flow of traffic and provide safer pedestrian accommodation. These recommendations will be incorporated the improvement alternatives.

TASK 6. Conceptual Designs and Cost Estimates

- a. *Conceptual Design* – FHU shall prepare conceptual level design drawings for up to three (3) alternatives. The design may include pedestrian improvements, intersection improvements, and site access improvements.
- b. *Cost Estimates* – FHU will prepare a detailed cost estimate for each of the study area alternatives. Quantities will be submitted to the City of Bellevue for each submittal using City of Omaha standard bid items. Estimates of probable cost will be prepared by FHU using recent bid tabulations and other information.

TASK 7. School Study Report

- a. *Report* – A draft report will be prepared to summarize the results of the school study and will include graphical illustrations of the study area. FHU will identify potential traffic operational or roadway deficiencies in the study area and will develop recommendations for short, medium, and long term improvements as part of the report.

Fee Estimate

We propose to conduct the traffic study on a “time and materials” basis. Under such an agreement, we are compensated on an hourly basis for all labor. Other direct costs, such as printing, are reimbursed at a rate of 1.1 times the actual cost. The following are our standard hourly billing rates for the personnel expected to be involved in this project:

Principal I	\$235.00/Hour	Engineer II	\$120.00/Hour
Engineer V	\$185.00/Hour	Engineer I	\$105.00/Hour
Engineer IV	\$155.00/Hour	Graphics	\$135.00/Hour
Engineer III	\$135.00/Hour	Administration	\$90.00/Hour

At these standard hourly rates, we have estimated that the design plans could be completed for a maximum budget of **\$15,500**. A detailed fee estimate (Exhibit B) and a copy of our 2022 standard rate sheet (Exhibit C) are attached. This amount would be established as a “not to exceed” limit beyond which no charges could be made without your prior approval. If attendance at additional meetings is required, we can do so at our standard hourly rates.


Schedule

We propose to complete the draft report approximately 60 days after a notice to proceed and receipt of the survey. Upon receipt of review comments from the City of Bellevue, FHU will submit final plans within 30 days. Should the City require additional design features to be included in the plans, we will notify you immediately regarding any impact on the cost of the project or the project schedule.

If you have any questions about this proposal, please give Adam Denney a call. Thank you for the opportunity to work with you and your staff on this project. If the scope of services and fee are acceptable, please have the appropriate official sign in the space provided below. By signing this agreement, the client agrees to the terms of the attached Letter Agreement Standard Provisions (Exhibit D). Please return a signed copy of this contract proposal for our files.

Sincerely,

FELSBURG HOLT & ULLEVIG


Mark Meisinger, PE, PTOE
Principal


Adam Denney, PE, PTOE
Project Manager

Accepted By

Title

Date

- Attachments
EXHIBIT B - Detailed Fee Estimate
EXHIBIT C - 2022 Standard Rates Sheet
EXHIBIT D - Letter Agreement Standard Provisions

15th Street with Thurston Avenue – Bellevue West School Study

Workhour and Fee Estimate

February 17, 2021

EXHIBIT B



		Principal I	Engineer V	Engineer IV	Engineer III	Engineer II	Engineer I		Graphics	Admin	Total
Task 1 Project Management	0	2	4	0	0	0	0	0	0	0	\$1,210
a. Project Management			4								\$740
b. QA/QC		2									\$470
Task 2 Meetings	0	0	4	0	4	0	0	0	0	0	\$1,280
a. Progress Meeting			2		2						\$640
b. Stakeholder Meeting			2		2						\$640
Task 3 Site Observation	0	0	0	0	4	0	0	0	0	0	\$540
a. Site Observation					4						\$540
Task 4 Data Collection	0	0	0	0	0	0	3	0	0	0	\$315
a. Traffic Counts							3				\$315
Task 5 Traffic Analysis	0	0	5	0	0	12	8	0	0	0	\$3,205
a. Warrants Analysis			1			4					\$665
b. Alternatives Analysis			2			4	4				\$1,270
c. Site Circulation Assessment			2			4	4				\$1,270
Task 6 Conceptual Design and Cost Estimates	0	0	0	6	0	24	0	0	0	0	\$3,810
a. Conceptual Design				4		16					\$2,540
b. Cost Estimates				2		8					\$1,270
Task 7 School Study Report	0	0	4	0	12	0	8	0	6	0	\$4,010
Report			4		12		8		6		\$4,010
TOTAL HOURS	0	2	17	6	20	36	19	0	6	0	106
TOTAL LABOR / HR RATE		\$235	\$185	\$155	\$135	\$120	\$105		\$135	\$90	
TOTAL LABOR COSTS	\$0	\$470	\$3,145	\$930	\$2,700	\$4,320	\$1,995	\$0	\$810	\$0	\$14,370

DIRECT PROJECT EXPENSES

Printing	190	\$0.19									\$36
Traffic Count (1-8 hour)	1	\$600.00									\$600
Traffic Count (2-4hour)	2	\$200.00									\$400
Mileage to Bellevue (4 Trips @ 40 Miles)	160	\$0.585									\$94

TOTAL DIRECT PROJECT EXPENSES

\$1,130

TOTAL PROJECT COST

\$15,500



2022 Rate Sheet

The following hourly billing rates apply to all “Time and Materials” contracts.

Staff Rates

Principal III	\$300
Principal II	\$260
Principal I	\$235
Associate.....	\$225
Advanced Mobility Director.....	\$250
Sr Adv. Mobility Engineer/Strategist.....	\$200
Adv. Mobility Lead Engineer/Strategist V.....	\$185
Adv. Mobility Engineer/Strategist IV.....	\$160
Adv. Mobility Engineer III.....	\$135
Adv. Mobility Analyst III.....	\$130
Adv. Mobility Engineer II.....	\$120
Adv. Mobility Analyst II.....	\$115
Adv. Mobility Engineer I.....	\$105
Adv. Mobility Analyst I.....	\$90
Sr. Engineer	\$200
Engineer V	\$185
Engineer IV	\$155
Engineer III.....	\$135
Engineer II	\$120
Engineer I	\$105
Sr. Env. Scientist/Transportation Planner.....	\$195
Env. Scientist/Transportation Planner V.....	\$175
Env. Scientist/Transportation Planner IV.....	\$155
Env. Scientist/Transportation Planner III.....	\$130
Env. Scientist/Transportation Planner II.....	\$115
Env. Scientist/Transportation Planner I.....	\$105
GIS Manager	\$170
GIS Specialist IV.....	\$155
GIS Specialist III	\$130
GIS Specialist II	\$115
GIS Specialist I	\$105
Lead ITS Specialist	\$200
CADD Manager/Lead Designer	\$195
Sr. Designer/Project Technician.....	\$170
Designer V/Project Technician V.....	\$155
Designer IV/Project Technician IV.....	\$140
Designer III/Project Technician III.....	\$115
Designer II/Project Technician II.....	\$100
Designer I/Project Technician I	\$90
Sr. Construction Technician	\$180
Construction Technician V.....	\$155
Construction Technician IV	\$130
Construction Technician III.....	\$115

Construction Technician II.....	\$100
Construction Technician I.....	\$85
Graphic Design Manager.....	\$155
Graphic Design Specialist V.....	\$145
Graphic Design Specialist IV.....	\$135
Graphic Design Specialist III.....	\$120
Graphic Design Specialist II.....	\$105
Graphic Design Specialist I	\$90
Intern I.....	\$60
Marketing Manager	\$150
Marketing Specialist.....	\$115
Systems Administrator	\$120
Sr. Administrative Assistant	\$120
Administrative.....	\$90

Other Direct Costs

Plots

Bond.....	\$0.31/sq ft
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Prints

Black and White.....	\$0.12/print
Color	\$0.19/print

Presentation Boards

Bond Foam Core Mounted	\$1.51/sq ft
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Travel

Mileage.....	\$0.56/Mile
	(or current allowable Federal rate)
Truck (Construction)	\$45.00/day
Parking.....	Actual Costs
Lodging/Airfare.....	Actual Costs

Other Miscellaneous Costs

Courier/Postage.....	Actual Costs
Per Diem.....	Actual Costs
Subconsultants/Vendors.....	Actual Costs

Other direct costs are reimbursed at a rate of 1.1 times the rates above and/or actual costs.

Letter Agreement Standard Provisions

A. SERVICES BY THE CONSULTANT

The **CONSULTANT** agrees to perform all services, hereunder, using reasonable skill and judgment in accordance with applicable professional standards. **CONSULTANT** agrees to keep the **CLIENT** informed on its progress through periodic reports, and to maintain accurate records relating to its services for this project.

The **CONSULTANT** agrees to provide, directly or by association with such other Consultants or Contractors as it may deem necessary to further the interest of the **CLIENT**, the basic services as described in the Scope of Work provided in the signed Letter Proposal or Letter Agreement.

B. RESPONSIBILITIES OF THE CLIENT

The **CLIENT** shall provide and make available to the **CONSULTANT**, for his use, all maps, property descriptions, surveys, previous reports, historical data, and other information within its knowledge and possession relative to the services to be furnished hereunder. Data so furnished to the **CONSULTANT** shall remain the property of the **CLIENT** and will be returned upon completion of its services.

The **CLIENT** shall make provisions for the **CONSULTANT** to enter upon public and private properties as required for the **CONSULTANT** to perform its services hereunder.

C. EXTRA WORK

The **CLIENT** may desire to have the **CONSULTANT** perform work or render services other than those provided in Scope of Work. This will be Extra Work. Work shall not proceed until so authorized by the **CLIENT**. Payment for all work under this Agreement shall be on an hourly basis plus expenses in accordance with the attached rate schedule. Charges for outside services, expenses, and subconsultant work will be billed at 1.10 times the invoice amount.

D. TIME OF BEGINNING AND COMPLETION

Execution of the Letter Proposal is authorization by the **CLIENT** for the **CONSULTANT** to proceed with the work (Time of Beginning). The original Time of Completion is as noted in the Letter Agreement.

E. PAYMENT

Unless otherwise provided herein, **CONSULTANT** shall submit monthly invoices for Basic, Additional or Special Services and for Reimbursable Expenses each month for work that has been performed. If hourly, invoices will be based on labor and expenses incurred. If lump sum, invoices will be based on the percentage of work completed.

Payments not made within 60 days of the billing date shall bear interest at the rate of 1% per month which is an annual interest rate of 12%. If any portion of, or an entire account remains unpaid 90 days after billing, the **CLIENT** shall pay all costs of collection, including reasonable attorney's fees.

F. DELAYS

If the **CONSULTANT** is delayed at any time in the progress of work by any act or neglect of the **CLIENT** or its agents, employees or contractors, or by changes in the work, or by

extended reviews by the **CLIENT**, fire, unavoidable casualties, or by any causes beyond the **CONSULTANT'S** control, the time schedule shall be extended for a reasonable length of time, and **CONSULTANT'S** compensation may be subject to renegotiation for increased expenses due to escalation of prices, extended services, rework, and/or other expenses incidental to such delays.

G. OWNERSHIP OF DOCUMENTS

All drawings, specifications, reports, records, and other work products developed by the **CONSULTANT** associated with this project are instruments of service for this project only and shall remain the property of the **CONSULTANT** whether the project is completed or not. The **CONSULTANT** shall furnish originals or copies of such work product to the **CLIENT** in accordance with the services required hereunder. Reuse of any of the work product of the **CONSULTANT** by the **CLIENT** on an extension of this project or on any other project without the written permission of the **CONSULTANT** shall be at the **CLIENT'S** risk and the **CLIENT** agrees to defend, indemnify, and hold harmless the **CONSULTANT** from all claims, damages, and expenses including attorney's fees arising out of such unauthorized reuse by the **CLIENT** or by others acting through the **CLIENT**. Any reuse or adaptation of the **CONSULTANT'S** work product shall entitle the **CONSULTANT** to equitable compensation.

H. INSURANCE

During the course of the services, the **CONSULTANT** shall maintain Workmen's Compensation Insurance in accordance with the Workmen's Compensation laws of the State of Nebraska Professional Liability Insurance with a minimum coverage of \$1,000,000 per occurrence, \$2,000,000 aggregate; Automobile Liability with a combined single limit coverage of \$1,000,000; and Commercial General Liability of \$1,000,000 per occurrence, \$2,000,000 aggregate. Upon request, the **CONSULTANT** shall provide certificates of insurance to the **CLIENT** indicating compliance with this paragraph.

I. TERMINATION

Either the **CLIENT** or the **CONSULTANT** may terminate this Agreement at any time with or without cause upon giving the other party fourteen (14) calendar days prior written notice. The **CLIENT** shall within sixty (60) calendar days of termination pay the **CONSULTANT** for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

J. DISPUTES

Any claim, dispute, or other matter in question between the **CLIENT** and the **CONSULTANT**, arising out of or relating to either's obligations to the other under this Agreement, shall, if possible, be resolved by negotiation between the **CLIENT'S** representative and the **CONSULTANT** Principal-in-Charge for the Project. **CLIENT** and **CONSULTANT** each commit to seeking resolution of such matters in an amicable, professional, and expeditious manner. If a matter cannot be resolved by these parties, no later than thirty (30) calendar days after either party submits an issue in writing for resolution,

representatives from executive management of the **CLIENT** and **CONSULTANT** shall attempt to resolve the matter through additional good faith negotiations. If resolution cannot be reached within an additional thirty (30) calendar days, the **CLIENT** and **CONSULTANT** agree that all such unresolved disputes shall be submitted to nonbinding mediation.

Pending final resolution of the dispute, the **CONSULTANT** shall proceed diligently with the performance of the Basic Services as described in Article A, as directed by the **CLIENT**, and the **CLIENT** shall continue to pay the undisputed payments due to the **CONSULTANT** for such services in accordance with the payment provisions of this Agreement.

K. GOVERNING LAW

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the law of the State of Nebraska.

L. SUCCESSORS AND ASSIGNS

The **CLIENT** and the **CONSULTANT** each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party with respect to all covenants of this Agreement. Neither party shall assign or transfer its interest in this Agreement without the written consent of the other.

M. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations and representations. Nothing herein shall be deemed to create any contractual relationship between the **CONSULTANT** and any other consulting business, or contractor, or material supplier on the project, nor obligate it to furnish any notices required under other such contracts, nor shall anything herein be deemed to give anyone not a party to this Agreement any right of action against a party which does not otherwise exist without regard to this Agreement.

N. NOTICES

All notices and instructions given by either party to the other shall be in writing, and shall be deemed to be properly served if delivered to the address of record shown below, or if deposited in the United States Mail properly stamped with the required postage and addressed to such party at the address in the Letter Proposal or Letter Agreement. The date of service of a notice sent by mail shall be deemed to be the day following the date on which said notice is so deposited. Either party hereto shall have the right to change its address by giving the other party written notice thereof.

O. ACCURACY OF SERVICES AND LIMITATION OF LIABILITY

The **CONSULTANT** shall use reasonable professional skill and judgment in providing the services, hereunder, but does not warrant that such services are without errors and/or omissions. If, during the authorized use and prudent interpretation of documents or advice furnished by the **CONSULTANT**, an error or omission is discovered within a reasonable time, the **CONSULTANT** shall be responsible for correction of any work which must be removed or altered to meet the project requirements, provided the **CONSULTANT** is given a

reasonable opportunity to make remedial recommendations and to correct or arrange for the correction of the work itself. The **CONSULTANT** will not be liable for the cost of procurement of work or services performed in correcting such errors and/or omissions where such work or services result in a value to the Project over and above that which the original work or services provided.

In providing opinions of probable construction cost, the **CLIENT** understands that the **CONSULTANT** has no control over costs or the price of labor, equipment, or materials, or the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made based on the **CONSULTANT'S** qualifications, and experience. The **CONSULTANT** makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

The **CONSULTANT** agrees, to the fullest extent permitted by law, to indemnify and hold the **CLIENT** harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the **CONSULTANT'S** negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the **CONSULTANT** is legally liable.

The **CLIENT** agrees, to the fullest extent permitted by law, to indemnify and hold the **CONSULTANT** harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the **CLIENT'S** negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the **CLIENT** is legally liable, and arising from the project that is the subject of this Agreement. **CLIENT'S** amount of indemnity or costs incurred in providing the indemnity shall be limited to the same amount as the **CONSULTANT'S** liability is listed below.

As negotiated as a part of this Agreement, to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the **CONSULTANT** and the **CONSULTANT'S** officers, directors, partners, employees, agents and subconsultants, to the **CLIENT** and anyone claiming by, through or under the **CLIENT**, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the **CONSULTANT** or the **CONSULTANT'S** officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total amount of \$100,000.

Upon execution of the Letter Agreement or Letter Proposal, the **CLIENT** thereby agrees to the terms of these Special Provisions.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16g.
3/01/2022

COUNCIL MEETING DATE: 03/01/2022		SUBMITTED BY: Doug Clark, Public Works Director		Dean Dunn, Engineering Manager	
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>		SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input type="checkbox"/>		PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>		CURRENT BUSINESS <input checked="" type="checkbox"/>		OTHER <input type="checkbox"/>	

SUBJECT:

Cornhusker Road Traffic Signal Retiming (2022) Proposal

SYNOPSIS/BACKGROUND:

Approve the proposal from Felsburg Holt & Ullevig (FHU) to study the retiming of the traffic signals along the Cornhusker Road corridor. FHU retimed Cornhusker Road from 25th Street to Fort Crook Road in 2019. Since then, additional apartments and retail have been built along the corridor and travel patterns have changed. The primary objective for the retiming effort will be to optimize traffic flow between the closely spaced signals around the US 75 interchange. FHU will acquire turning movement counts, optimize and field-implement new signal timings, and provide a letter memo summarizing the findings of the study.

FISCAL IMPACT: \$35,000.00 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: Cornhusker Road - Traffic Signal Retiming (2022)

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: 10-15-6033

RECOMMENDATION:

Approve the proposal from Felsburg Holt & Ullevig (FHU) not to exceed \$35,000 to study the retiming of the traffic lights along the Cornhusker Road corridor, and authorize the Mayor to sign the proposal.

ATTACHMENTS:

1. Proposal
- 2.
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]



February 17, 2022

EXHIBIT A

Mr. Dean Dunn, PE
Public Works
City of Bellevue
1510 Wall Street
Bellevue, NE 68005

RE: Proposal for Engineering Services
Cornhusker Road – Traffic Signal Retiming

Dear Dean:

Thank you for the opportunity to submit this proposal to provide engineering services to the City of Bellevue for traffic signal retiming along Cornhusker Road. The information used to prepare this proposal is based on our discussions.

Felsburg Holt & Ullevig (FHU) retimed Cornhusker Road from 25th Street to Fort Crook Road in 2019. Since then, additional apartments and retail have been built along the corridor and travel patterns have changed. The primary objective for the retiming effort will be to optimize traffic flow between the closely spaced signals around the US 75 interchange. FHU will acquire turning movement counts, optimize and field-implement new signal timings, and provide a letter memo summarizing the findings of the study.

Study intersections will include:

- 25th Street & Cornhusker Road
- 21st Street & Cornhusker Road
- US 75 SB Ramps & Cornhusker Road
- US 75 NB Ramps & Cornhusker Road
- 15th Street & Cornhusker Road
- 10th Street & Cornhusker Road
- Fort Crook Road & Cornhusker Road

Scope of Services

The tasks below describe the engineering services to be provided by FHU to the City to retime the traffic signals along Cornhusker Road from 25th Street through Fort Crook Road.

TASK I. Project Management

- a. *Project Management* – The FHU Project Manager will serve as the main point of contact, maintain project schedule and budget, be responsible for coordinating work, and provide regular progress reports with invoices. Mark Meisinger, PE, PTOE will serve as the Principal in Charge, and David Andersen, PE, PTOE, IMSA TS III will serve as the Project Manager for this project.
- b. *QA/QC* - FHU will perform QA/QC checks at various stages of the study, including prior to any official submittal.

TASK 2. Meetings

- a. *Kickoff Meeting* – FHU will attend one kickoff meeting with City staff to discuss project goals and signal timing standards to follow. This meeting may occur virtually.

TASK 3. Data Collection

- a. *Traffic Counts* – Traffic Counts will be conducted by All Traffic Data (ATD). ATD will conduct a seven-day count using road tubes to determine daily and weekly traffic patterns. This will guide our decision for when to conduct turning movement counts (TMCs) as well as guide our day plans for the traffic signal timings.

TMCs will be conducted for eight hours on a typical weekday at each study intersection. Weekend TMCs will be conducted for four hours at the intersections along Cornhusker Road from 21st Street through 15th Street. These intersections have critical weekend volumes and the weekend TMCs collected will be used to factor the weekday TMCs to determine approximate weekend volumes for the corridor.

The traffic count data to be collected includes:

- Cornhusker Road between 15th Street and 10th Street (7-day segment count)
 - 25th Street & Cornhusker Road (8-hour weekday TMC)
 - 21st Street & Cornhusker Road (8-hour weekday and 4-hour weekend TMCs)
 - US 75 SB & Cornhusker Road (8-hour weekday and 4-hour weekend TMCs)
 - US 75 NB & Cornhusker Road (8-hour weekday and 4-hour weekend TMCs)
 - 15th Street & Cornhusker Road (8-hour weekday and 4-hour weekend TMCs)
 - 10th Street & Cornhusker Road (8-hour weekday TMC)
 - Fort Crook Road & Cornhusker Road (8-hour weekday TMC)
- b. *Field Reviews* – Field reviews will be conducted to validate existing geometry, signal phasing, and signal timings.

TASK 4. Analysis

- a. *Synchro* – The Synchro models FHU created for the retiming effort in 2019 will be updated based on current field conditions. Synchro models for four design periods will be created. These will be the AM Peak (AM), Midday (MD), PM Peak (PM), and Weekend MD (WM). The volumes for the WM model will be derived from weekday counts using the four weekend TMCs.
- b. *Before Runs* - Travel time runs, or “before runs,” will be conducted along the corridor. The before runs will be conducted during the AM (6:45 AM to 8:15 AM) and PM (3:00 PM to 5:30 PM) peak periods. This information will be used to calibrate the existing Synchro models and establish a basis by which after runs can be compared.
- c. *Clearance Values* – Yellow change, Red clearance, Walk, and Flashing Don't Walk values will be updated to the most recent City of Omaha standard based on current field conditions.
- d. *Optimization* - The Synchro models will be updated with new clearance values and timings will be optimized. Optimized time-periods will be the AM, MD, PM, and WM periods. Tru-Traffic software will then be utilized to optimize progression along the corridor. The day plan schedule will be reviewed based on the collected 7-day x 24-hour counts and adjusted as necessary.

TASK 5. Implementation

- a. *Implementation* – FHU will program the new timings into the traffic signal controllers and proceed to a fine-tuning effort immediately thereafter. Timings will be reviewed to ensure they are operating as designed and will be adjusted for optimal operation based on field conditions. Fine-tuning travel time runs will be conducted with Tru-Traffic software to determine offset and sequence adjustments for optimal progression based on field conditions.
- b. *After Runs* – Travel time runs, or “after runs,” will be conducted along the corridor. The after runs will occur during the same time frames as the before runs and will serve the purpose of documenting field measured travel time improvements to the corridor.

TASK 6. Documentation

- a. *Memo* – A letter memo will be prepared documenting the results of the signal timing effort. The letter will include updated signal timings, time-space diagrams, and a discussion of the results.

Fee Estimate

We propose to conduct the traffic study on a “time and materials” basis. Under such an agreement, we are compensated on an hourly basis for all labor. Other direct costs, such as printing, are reimbursed at a rate of 1.1 times the actual cost. The following are our standard hourly billing rates for the personnel expected to be involved in this project:

Principal I	\$235.00/Hour	Engineer II	\$120.00/Hour
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Engineer IV	\$155.00/Hour	Graphics	\$135.00/Hour
Engineer III	\$135.00/Hour	Administration	\$90.00/Hour

At these standard hourly rates, we have estimated that the design plans could be completed for a maximum budget of **\$35,000**. A detailed fee estimate (Exhibit B) and a copy of our 2022 standard rate sheet (Exhibit C) are attached. This amount would be established as a “not to exceed” limit beyond which no charges could be made without your prior approval. If attendance at additional meetings is required, we can do so at our standard hourly rates.

Schedule

With notice to proceed received on or before March 4, 2022, we propose to complete implementation by May 25, 2022. A draft memo will be submitted by July 1, 2022. Upon receipt of review comments from the City of Bellevue, FHU will submit the final memo within 30 days.

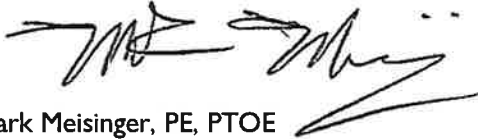
February 17, 2022
Proposal for Engineering Services
15th Street with Thurston Avenue – Bellevue West School Study

EXHIBIT A
Page 4

If you have any questions about this proposal, please give David Andersen a call. Thank you for the opportunity to work with you and your staff on this project. If the scope of services and fee are acceptable, please have the appropriate official sign in the space provided below. By signing this agreement, the client agrees to the terms of the attached Letter Agreement Standard Provisions (Exhibit D). Please return a signed copy of this contract proposal for our files.

Sincerely,

FELSBURG HOLT & ULLEVIG



Mark Meisinger, PE, PTOE
Principal



David Andersen, PE, PTOE, IMSA TS III
Project Manager

Attachments

EXHIBIT B - Detailed Fee Estimate

EXHIBIT C - 2022 Standard Rates Sheet

EXHIBIT D - Letter Agreement Standard Provisions

Accepted By _____

Title

Date

Cornhusker Road – Traffic Signal Retiming

Workhour and Fee Estimate

February 17, 2021

EXHIBIT B



		Principal I	Engineer V	Engineer IV	Engineer III	Engineer II	Engineer I		Graphics	Admin	Total
Task 1 Project Management	0	4	12	0	0	0	0	0	0	0	\$3,160
a. Project Management			12								\$2,220
b. QA/QC		4									\$940
Task 2 Meetings	0	0	4	0	0	0	2	0	0	0	\$950
a. Kickoff Meeting			4				2				\$950
Task 3 Data Collection	0	0	4	0	0	0	2	0	0	0	\$950
a. Traffic Counts							2				\$210
a. Field Reviews			4								\$740
Task 4 Analysis	0	0	19	0	0	0	10	0	0	0	\$4,565
a. Synchro			4								\$740
a. Before Runs			2				8				\$1,210
a. Clearance Values			1				2				\$395
a. Optimization			12								\$2,220
Task 5 Implementation	0	0	56	0	0	0	46	0	0	0	\$15,190
a. Implementation			56				40				\$14,560
b. After Runs							6				\$630
Task 6 Documentation	0	2	12	0	0	0	4	0	5	0	\$3,785
a. Memo		2	12				4		5		\$3,785
TOTAL HOURS	0	6	107	0	0	0	64	0	5	0	182
TOTAL LABOR / HR RATE		\$235	\$185	\$155	\$135	\$120	\$105		\$135	\$90	
TOTAL LABOR COSTS	\$0	\$1,410	\$19,795	\$0	\$0	\$0	\$6,720	\$0	\$675	\$0	\$28,600

DIRECT PROJECT EXPENSES

Printing	105	\$0.19									\$20
Traffic Counts (All Traffic Data)	1	\$6,000.00									\$6,000
Mileage (10 Trips @ 16 Miles) (500 miles for observations)	660	\$0.575									\$380

TOTAL DIRECT PROJECT EXPENSES

\$6,400

TOTAL PROJECT COST

\$35,000

2022 Rate Sheet

The following hourly billing rates apply to all “Time and Materials” contracts.

Staff Rates

Principal III	\$300
Principal II	\$260
Principal I	\$235
Associate.....	\$225
Advanced Mobility Director.....	\$250
Sr Adv. Mobility Engineer/Strategist.....	\$200
Adv. Mobility Lead Engineer/Strategist V....	\$185
Adv. Mobility Engineer/Strategist IV.....	\$160
Adv. Mobility Engineer III.....	\$135
Adv. Mobility Analyst III.....	\$130
Adv. Mobility Engineer II.....	\$120
Adv. Mobility Analyst II.....	\$115
Adv. Mobility Engineer I.....	\$105
Adv. Mobility Analyst I.....	\$90
Sr. Engineer	\$200
Engineer V	\$185
Engineer IV	\$155
Engineer III.....	\$135
Engineer II.....	\$120
Engineer I.....	\$105
Sr. Env. Scientist/Transportation Planner.....	\$195
Env. Scientist/Transportation Planner V.....	\$175
Env. Scientist/Transportation Planner IV.....	\$155
Env. Scientist/Transportation Planner III.....	\$130
Env. Scientist/Transportation Planner II.....	\$115
Env. Scientist/Transportation Planner I.....	\$105
GIS Manager.....	\$170
GIS Specialist IV.....	\$155
GIS Specialist III.....	\$130
GIS Specialist II.....	\$115
GIS Specialist I.....	\$105
Lead ITS Specialist	\$200
CADD Manager/Lead Designer	\$195
Sr. Designer/Project Technician.....	\$170
Designer V/Project Technician V.....	\$155
Designer IV/Project Technician IV.....	\$140
Designer III/Project Technician III.....	\$115
Designer II/Project Technician II.....	\$100
Designer I/Project Technician I.....	\$90
Sr. Construction Technician	\$180
Construction Technician V.....	\$155
Construction Technician IV.....	\$130
Construction Technician III.....	\$115

Construction Technician II.....	\$100
Construction Technician I.....	\$85
Graphic Design Manager.....	\$155
Graphic Design Specialist V.....	\$145
Graphic Design Specialist IV.....	\$135
Graphic Design Specialist III.....	\$120
Graphic Design Specialist II.....	\$105
Graphic Design Specialist I.....	\$90
Intern I.....	\$60
Marketing Manager	\$150
Marketing Specialist.....	\$115
Systems Administrator	\$120
Sr. Administrative Assistant	\$120
Administrative.....	\$90

Other Direct Costs

Plots

Bond.....	\$0.31/sq ft
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Prints

Black and White.....	\$0.12/print
Color	\$0.19/print

Presentation Boards

Bond Foam Core Mounted	\$1.51/sq ft
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Travel

Mileage.....	\$0.56/Mile
	(or current allowable Federal rate)
Truck (Construction)	\$45.00/day
Parking.....	Actual Costs
Lodging/Airfare.....	Actual Costs

Other Miscellaneous Costs

Courier/Postage.....	Actual Costs
Per Diem.....	Actual Costs
Subconsultants/Vendors.....	Actual Costs

Other direct costs are reimbursed at a rate of 1.1 times the rates above and/or actual costs.

Letter Agreement Standard Provisions

A. SERVICES BY THE CONSULTANT

The **CONSULTANT** agrees to perform all services, hereunder, using reasonable skill and judgment in accordance with applicable professional standards. **CONSULTANT** agrees to keep the **CLIENT** informed on its progress through periodic reports, and to maintain accurate records relating to its services for this project.

The **CONSULTANT** agrees to provide, directly or by association with such other Consultants or Contractors as it may deem necessary to further the interest of the **CLIENT**, the basic services as described in the Scope of Work provided in the signed Letter Proposal or Letter Agreement.

B. RESPONSIBILITIES OF THE CLIENT

The **CLIENT** shall provide and make available to the **CONSULTANT**, for his use, all maps, property descriptions, surveys, previous reports, historical data, and other information within its knowledge and possession relative to the services to be furnished hereunder. Data so furnished to the **CONSULTANT** shall remain the property of the **CLIENT** and will be returned upon completion of its services.

The **CLIENT** shall make provisions for the **CONSULTANT** to enter upon public and private properties as required for the **CONSULTANT** to perform its services hereunder.

C. EXTRA WORK

The **CLIENT** may desire to have the **CONSULTANT** perform work or render services other than those provided in Scope of Work. This will be Extra Work. Work shall not proceed until so authorized by the **CLIENT**. Payment for all work under this Agreement shall be on an hourly basis plus expenses in accordance with the attached rate schedule. Charges for outside services, expenses, and subconsultant work will be billed at 1.10 times the invoice amount.

D. TIME OF BEGINNING AND COMPLETION

Execution of the Letter Proposal is authorization by the **CLIENT** for the **CONSULTANT** to proceed with the work (Time of Beginning). The original Time of Completion is as noted in the Letter Agreement.

E. PAYMENT

Unless otherwise provided herein, **CONSULTANT** shall submit monthly invoices for Basic, Additional or Special Services and for Reimbursable Expenses each month for work that has been performed. If hourly, invoices will be based on labor and expenses incurred. If lump sum, invoices will be based on the percentage of work completed.

Payments not made within 60 days of the billing date shall bear interest at the rate of 1% per month which is an annual interest rate of 12%. If any portion of, or an entire account remains unpaid 90 days after billing, the **CLIENT** shall pay all costs of collection, including reasonable attorney's fees.

F. DELAYS

If the **CONSULTANT** is delayed at any time in the progress of work by any act or neglect of the **CLIENT** or its agents, employees or contractors, or by changes in the work, or by

extended reviews by the **CLIENT**, fire, unavoidable casualties, or by any causes beyond the **CONSULTANT'S** control, the time schedule shall be extended for a reasonable length of time, and **CONSULTANT'S** compensation may be subject to renegotiation for increased expenses due to escalation of prices, extended services, rework, and/or other expenses incidental to such delays.

G. OWNERSHIP OF DOCUMENTS

All drawings, specifications, reports, records, and other work products developed by the **CONSULTANT** associated with this project are instruments of service for this project only and shall remain the property of the **CONSULTANT** whether the project is completed or not. The **CONSULTANT** shall furnish originals or copies of such work product to the **CLIENT** in accordance with the services required hereunder. Reuse of any of the work product of the **CONSULTANT** by the **CLIENT** on an extension of this project or on any other project without the written permission of the **CONSULTANT** shall be at the **CLIENT'S** risk and the **CLIENT** agrees to defend, indemnify, and hold harmless the **CONSULTANT** from all claims, damages, and expenses including attorney's fees arising out of such unauthorized reuse by the **CLIENT** or by others acting through the **CLIENT**. Any reuse or adaptation of the **CONSULTANT'S** work product shall entitle the **CONSULTANT** to equitable compensation.

H. INSURANCE

During the course of the services, the **CONSULTANT** shall maintain Workmen's Compensation Insurance in accordance with the Workmen's Compensation laws of the State of Nebraska Professional Liability Insurance with a minimum coverage of \$1,000,000 per occurrence, \$2,000,000 aggregate; Automobile Liability with a combined single limit coverage of \$1,000,000; and Commercial General Liability of \$1,000,000 per occurrence, \$2,000,000 aggregate. Upon request, the **CONSULTANT** shall provide certificates of insurance to the **CLIENT** indicating compliance with this paragraph.

I. TERMINATION

Either the **CLIENT** or the **CONSULTANT** may terminate this Agreement at any time with or without cause upon giving the other party fourteen (14) calendar days prior written notice. The **CLIENT** shall within sixty (60) calendar days of termination pay the **CONSULTANT** for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

J. DISPUTES

Any claim, dispute, or other matter in question between the **CLIENT** and the **CONSULTANT**, arising out of or relating to either's obligations to the other under this Agreement, shall, if possible, be resolved by negotiation between the **CLIENT'S** representative and the **CONSULTANT** Principal-in-Charge for the Project. **CLIENT** and **CONSULTANT** each commit to seeking resolution of such matters in an amicable, professional, and expeditious manner. If a matter cannot be resolved by these parties, no later than thirty (30) calendar days after either party submits an issue in writing for resolution,

representatives from executive management of the **CLIENT** and **CONSULTANT** shall attempt to resolve the matter through additional good faith negotiations. If resolution cannot be reached within an additional thirty (30) calendar days, the **CLIENT** and **CONSULTANT** agree that all such unresolved disputes shall be submitted to nonbinding mediation.

Pending final resolution of the dispute, the **CONSULTANT** shall proceed diligently with the performance of the Basic Services as described in Article A, as directed by the **CLIENT**, and the **CLIENT** shall continue to pay the undisputed payments due to the **CONSULTANT** for such services in accordance with the payment provisions of this Agreement.

K. GOVERNING LAW

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the law of the State of Nebraska.

L. SUCCESSORS AND ASSIGNS

The **CLIENT** and the **CONSULTANT** each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party with respect to all covenants of this Agreement. Neither party shall assign or transfer its interest in this Agreement without the written consent of the other.

M. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations and representations. Nothing herein shall be deemed to create any contractual relationship between the **CONSULTANT** and any other consulting business, or contractor, or material supplier on the project, nor obligate it to furnish any notices required under other such contracts, nor shall anything herein be deemed to give anyone not a party to this Agreement any right of action against a party which does not otherwise exist without regard to this Agreement.

N. NOTICES

All notices and instructions given by either party to the other shall be in writing, and shall be deemed to be properly served if delivered to the address of record shown below, or if deposited in the United States Mail properly stamped with the required postage and addressed to such party at the address in the Letter Proposal or Letter Agreement. The date of service of a notice sent by mail shall be deemed to be the day following the date on which said notice is so deposited. Either party hereto shall have the right to change its address by giving the other party written notice thereof.

O. ACCURACY OF SERVICES AND LIMITATION OF LIABILITY

The **CONSULTANT** shall use reasonable professional skill and judgment in providing the services, hereunder, but does not warrant that such services are without errors and/or omissions. If, during the authorized use and prudent interpretation of documents or advice furnished by the **CONSULTANT**, an error or omission is discovered within a reasonable time, the **CONSULTANT** shall be responsible for correction of any work which must be removed or altered to meet the project requirements, provided the **CONSULTANT** is given a

reasonable opportunity to make remedial recommendations and to correct or arrange for the correction of the work itself. The **CONSULTANT** will not be liable for the cost of procurement of work or services performed in correcting such errors and/or omissions where such work or services result in a value to the Project over and above that which the original work or services provided.

In providing opinions of probable construction cost, the **CLIENT** understands that the **CONSULTANT** has no control over costs or the price of labor, equipment, or materials, or the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made based on the **CONSULTANT'S** qualifications, and experience. The **CONSULTANT** makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

The **CONSULTANT** agrees, to the fullest extent permitted by law, to indemnify and hold the **CLIENT** harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the **CONSULTANT'S** negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the **CONSULTANT** is legally liable.

The **CLIENT** agrees, to the fullest extent permitted by law, to indemnify and hold the **CONSULTANT** harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the **CLIENT'S** negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the **CLIENT** is legally liable, and arising from the project that is the subject of this Agreement. **CLIENT'S** amount of indemnity or costs incurred in providing the indemnity shall be limited to the same amount as the **CONSULTANT'S** liability is listed below.

As negotiated as a part of this Agreement, to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the **CONSULTANT** and the **CONSULTANT'S** officers, directors, partners, employees, agents and subconsultants, to the **CLIENT** and anyone claiming by, through or under the **CLIENT**, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the **CONSULTANT** or the **CONSULTANT'S** officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total amount of \$100,000.

Upon execution of the Letter Agreement or Letter Proposal, the **CLIENT** thereby agrees to the terms of these Special Provisions.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 03/01/2022		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approval of the Redevelopment Agreement and Redevelopment Promissory Note for Mercury Property Management, Inc. (Lots 1 through 10 and Outlot "A", Jefferson Place Addition).

SYNOPSIS/BACKGROUND:

The approval of the Redevelopment Agreement and Redevelopment Promissory Note are the final City approvals necessary to implement the redevelopment plan for Mercury Property Management, Inc. (Lots 1 through 10 and Outlot "A", Jefferson Place Addition). These documents provide for the use of Tax Increment Financing, in the principal amount of \$750,000.00. On January 18, 2022 the city approved the Redevelopment Plan, by Resolution #2021-53, for Redevelopment Project located on Lots 1 through 10 and Outlot "A", Jefferson Place Addition. The Redevelopment Plan proposes the construction of approximately 10 residential dwelling units and associated improvements.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Approval of the Redevelopment Agreement and Redevelopment Promissory Note, allowing up to \$750,000.00 plus accrued interest, to offset TIF eligible expenses, for Mercury Property Management, Inc. Redevelopment Project located on Lots 1 through 10 and Outlot "A", Jefferson Place Addition.

ATTACHMENTS:

- | | | |
|---|---|-------------------------|
| 1. <input type="text" value="Redevelopment Agreement"/> | 2. <input type="text" value="Redevelopment Promissory Note"/> | 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:

Amy Mathis

Mark West

REDEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the City of Bellevue, Nebraska, a Nebraska municipal corporation (the “City”), and Mercury Property Management, Inc., a Nebraska corporation (“Owner”).

RECITALS:

WHEREAS, on January 18, 2022, by Resolution No. 2021-53, the City Council of the City of Bellevue approved the Redevelopment Plan for Jefferson Place Redevelopment Project located on Lots 1 through 10 and Outlot “A”, Jefferson Place Addition, a Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska (the “Redevelopment Plan”), which Redevelopment Plan proposes the construction of approximately 10 residential dwelling units and associated improvements as shown on the site plan attached hereto as Exhibit “A”, which is attached hereto and made a part hereof (the “Site Plan”); and,

WHEREAS, the Redevelopment Plan recommends allowing up to \$750,000, plus accrued interest, to offset TIF eligible expenses, as allowed by the Community Redevelopment Law, for acquisition, demolition, site preparation, public improvements, architectural and engineering fees and any public improvements, as required, for a project with total projected valuation of \$3,150,000 for real estate tax purposes; and,

WHEREAS, this Agreement is a redevelopment agreement prepared pursuant to the Nebraska Community Development Law in order to implement the above-referenced Redevelopment Plan, and contemplates the use of the excess ad valorem taxes generated by such development.

IN CONSIDERATION OF THESE MUTUAL COVENANTS, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. DEFINITIONS

The following terms, whether plural or singular, shall have the following meanings for purposes of this Agreement.

- 1.1 “Base Year” and “Base Year Valuation” shall mean the year prior to the calendar year that the division of the property tax levied on the Redevelopment Site is to become effective. It is established by the Notice to Divide Tax for Community Redevelopment Project (“Notice to Divide”) form prepared by the City of Bellevue, which establishes the valuation for the base amount and the calendar year that division of real property tax levied is to become effective. For purposes of this Agreement, the parties agree the Base Year and associated Base Year Valuation shall be established on January 1, 2022.
- 1.2 “City” shall mean the City of Bellevue, Nebraska, a Municipal Corporation of the metropolitan class or such successor entity lawfully established pursuant to the applicable provision of the Nebraska Community Development Law.
- 1.3 “Community Redevelopment Law shall mean the Community Redevelopment Law of the State of Nebraska (Chapter 18, Article 21, Sections 18-2101, et. seq.), as

supplemented by and including Sections 18-2147 to 18-2153, Reissue Revised Statutes of Nebraska, 1943, as amended.

- 1.4 “Director” shall mean the Director of the City of Bellevue Planning Department.
- 1.5 “Division Date” shall mean the agreed upon date after which any ad valorem real estate taxes levied upon the Redevelopment Site shall be divided by the Sarpy County Assessor pursuant to the Community Redevelopment Law and the Notice to Divide. For purposes of this Agreement, the parties agree the Division Date shall be January 1, 2023.
- 1.6 “Excess ad valorem Taxes” shall mean any ad valorem real estate tax levied upon and generated by the real property in the Redevelopment Site after the Division Date (at the rate fixed each year by or for each of the hereinafter defined public bodies) by or for the benefit of the State of Nebraska, the City, and any board, commission, authority, district or any other political subdivision or public body of the State of Nebraska (collectively “public bodies”) in excess of any ad valorem real estate tax generated by the levy on the Base Year Valuation.
- 1.7 “Owner” shall mean Mercury Property Management, Inc.
- 1.8 “Redevelopment Project” shall mean the Jefferson Place Redevelopment Project located on Lots 1 through 10 and Outlot “A”, Jefferson Place Addition, a Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska (the “Redevelopment Plan”), which Redevelopment Plan proposes the construction of approximately 10 residential dwelling units and associated improvements as shown on the site plan attached hereto as Exhibit “A” and incorporated herein.
- 1.9 “Redevelopment Promissory Note” or “Note” shall mean any obligation issued by the City in the form of Exhibit “B” attached hereto and incorporated herein by reference, which shall be in the principal amount set forth in such Exhibit (“Redevelopment Loan Proceeds”) and which shall be repaid from and secured by the Excess ad valorem Taxes generated by the real property within the Redevelopment Site.
- 1.10 “Redevelopment Plan” shall mean the Redevelopment Plan for the Jefferson Place Redevelopment Project approved by the City Council of the City of Bellevue on January 18, 2022, by Resolution No. 2021-53.
- 1.11 “Redevelopment Site” shall mean the real property legally described on Exhibit “C”, attached hereto and incorporated herein, and all adjacent public right-of-ways.

SECTION 2. OBLIGATIONS OF THE CITY

The City shall:

- 2.1 execute and deliver to the Owner at closing the Redevelopment Promissory Note in substantially the same form as that which is attached hereto as Exhibit “B”.

- 2.2 grant Redevelopment Loan Proceeds for TIF eligible expenses, including any public improvements, to the Owner in an amount not to exceed \$750,000, plus accrued interest at the rate of 5.0% per annum.
- 2.3 establish a special fund, as required under Section 18-2147(b) of the Nebraska Revised Statutes, for the Excess ad valorem Taxes, if any, generated by the Redevelopment Project and the Redevelopment Site, which shall be allocated to and, when collected, paid into this special fund, and shall be used for no other purpose than to pay debt retirement principal and interest as required by the Redevelopment Promissory Note. Interest on monies in the special fund shall accrue first to debt retirement interest and then to principal.
- 2.4 ensure that prior to expenditure or disbursement of Redevelopment Loan Proceeds, the following shall be obtained, to wit:
 - 2.4.1 Owner shall provide the Director with evidence, acceptable to the Director, in their sole discretion, that sufficient private funds have been committed to complete the Redevelopment Project.
 - 2.4.2 Owner shall provide evidence of, and maintain, adequate performance and labor materials bonds during the period of construction of the project. The City shall be specified as a co-obligee.
- 2.5 make payments, as required by this Redevelopment Agreement and the Redevelopment Promissory Note, of the Excess ad valorem Taxes held in the special fund called for in Section 2.3 above. All Excess ad valorem Taxes shall be allocated, and when collected, paid into the special fund for a period not to exceed fifteen (15) calendar years after the Division Date. Under no circumstance shall the Owner receive payments from the special fund for more than fifteen (15) years of Excess ad valorem Taxes (i.e. thirty (30) semi-annual installments) after the Division Date or after such time as the Redevelopment Promissory Note has been paid in full. Provided, however, the period for the division of taxes for this Project shall be fifteen (15) years but it shall include the statutory period for nondelinquent payment of taxes in Nebraska, such that the TIF period shall commence on the Effective Date of January 1, 2023, but the payments shall occur through 2038 (2023 due on December 31, 2023 taxes paid in 2024; 2037 taxes due on December 31, 2037 but paid in 2038). Payment of ad valorem taxes in arrears pursuant to customary payments in Nebraska shall not affect the fifteen (15) year TIF period.

The City and Owner acknowledge and agree that the Owner shall receive the benefit of the Redevelopment Loan Proceeds, as limited to eligible expenses allowed by the Community Redevelopment Law, with the understanding that the Excess ad valorem Taxes and resulting Redevelopment Loan Proceeds may not be available for each and every installment or may not be sufficient to fully amortize the Redevelopment Promissory Note issued by the City.

- 2.6 grant the entire amount of the Redevelopment Loan proceeds to the Owner for costs of improving and redeveloping the Redevelopment Site, as allowed by law, including, but not limited to, those estimated eligible costs set forth on Exhibit "D", attached hereto,

within the Redevelopment Area. Expenses identified on Exhibit “D” are a reasonably accurate estimate of the eligible expenses for the Redevelopment Project.

SECTION 3. OBLIGATIONS OF THE OWNER

The Owner shall:

- 3.1 complete the Redevelopment Project on or before December 31, 2023.
- 3.2 cause all real estate taxes and assessments levied on the Redevelopment Site and Redevelopment Project to be paid prior to the time such become delinquent.
- 3.3 loan redevelopment funds to the City in the principal amount of \$750,000, as set forth in Section 2.2, which, when combined with other private funds available, will be sufficient to construct the Redevelopment Project. Execution and delivery of the Redevelopment Promissory Note shall be at closing, which shall be as soon as reasonably possible after execution of this Agreement but not more than 60 days thereafter. At closing, the loan to be accomplished by this Section and the obligation of the City to use the Redevelopment Loan Proceeds for redevelopment purposes under Section 2.2 may be accomplished by offset so that the Owner retains the Redevelopment Loan Proceeds. If the City so requests, the Owner shall, from time-to-time, furnish the City with satisfactory evidence as to the use and application of the Redevelopment Loan Proceeds.
 - 3.3.1 Such loan funds shall be disbursed as provided in Section 2.
 - 3.3.2 Such loan shall bear a 5.0% interest rate.
 - 3.3.3 The principal shall be repaid by the City from the special fund established pursuant to Section 2.3 to collect and hold Excess ad valorem Taxes, pursuant to the Redevelopment Plan and Section 18-2147 of the Nebraska Revised Statutes, as they become collected in such fund and available to the City for such use. To the extent such excess ad valorem taxes are insufficient or unavailable to the City, the loan shall be forgiven and the obligations of the Owner shall remain unaffected.
- 3.4 provide the City with quarterly progress reports during the construction of the Redevelopment Project and allow the City reasonable access, upon written request to Owner, to any relevant financial records pertaining to the Redevelopment Project.
- 3.5 during the period that the Redevelopment Promissory Note is outstanding:
 - 3.5.1 not protest for a reduction in the real estate improvement valuation on the Redevelopment Site certified as of January 1, 2022 (Base Year) or less prior to and during construction; and not protest for a reduction in the real estate improvement base valuation on the Redevelopment Site certified as of January 1, 2022 (Base Year) plus \$3,149,200 (excess valuation) or less after substantial completion or occupancy of the Redevelopment Project. **The covenant agreed to herein is for the benefit of, and binding upon, both the City and the**

Owner and any successors and assigns, but all parties acknowledge that the excess valuation agreed to herein is not binding on the Sarpy County Assessor and that any partial or full valuation designated by the Sarpy County Assessor may not be an amount sufficient to produce Excess ad valorem Taxes necessary on an annual basis to amortize the Redevelopment Promissory Note. Notwithstanding the foregoing, the City acknowledges and agrees that in the event that the property tax valuations for the Redevelopment Site are reduced below the base valuation amount specified in this Section 3.5.1, the Parties agree to utilize the reduced base level as the “base level” for purposes of calculating the Excess ad valorem Taxes, and the amount of the TIF Financing available to the Owner may be increased accordingly;

- 3.5.2 not convey the Redevelopment Site or structures thereon to any entity which would be exempt from the payment of real estate taxes, not apply for exemption of real estate taxes from the county or the state, or cause the nonpayment of such real estate taxes; if the county and/or state award the exemption of real estate taxes, this Redevelopment Agreement and its associated Redevelopment Promissory Note will be rendered void and cancelled;
- 3.5.3 not apply to the Sarpy County Assessor for the structures, or any portion thereof, to be taxed separately from the underlying real property encompassed within the Redevelopment Site;
- 3.5.4 maintain insurance for ninety percent (90%) of the full value of the structures on the Redevelopment Site;
- 3.5.5 in the event of casualty, apply such insurance proceeds to the reconstruction of the Redevelopment Project, to the extent permitted by Owner's mortgage lender, and
- 3.5.6 cause all real estate taxes and assessments levied on the Redevelopment Site to be paid prior to the time such become delinquent. The Owner acknowledges and agrees that any portion of the Excess ad valorem Taxes levied in the fifteenth year under this Redevelopment Agreement that become delinquent shall be forfeited and returned to the appropriate public bodies.

In the event the Owner violates or breaches any of the agreements, representations or covenants in this section, the Owner may be required by the City to surrender any remaining amount outstanding of the Redevelopment Promissory Note, after reasonable notice and opportunity to cure. Each of the foregoing covenants shall be referenced in a Notice of Redevelopment Agreement to be recorded by the Owner with the Sarpy County, Nebraska Register of Deeds within sixty (60) days of the execution of this Redevelopment Agreement. The Owner shall include the same covenants and restrictions agreed to above in any conveyance of the Redevelopment Site, or any portion thereof, including but not limited to, any sale, assignment, sale-leaseback or other such transfer of the property, but shall not be responsible

otherwise for the actions of the third parties if these covenants are breached by such third parties if the Owner no longer owns the Redevelopment Site.

- 3.6 shall provide the City of Bellevue Finance Department with an executed copy of the Redevelopment Promissory Note prior to disbursement of any proceeds for repayment of such Note pursuant to Section 2.5, so that such payment can be noted on the Note and the Note returned to Owner.
- 3.7 the Owner shall provide the City with a penal bond as may be required by Section 18-2151 of the Community Redevelopment Law. A reasonably sufficient payment and performance bond from the Owner's general contractor or contractors will satisfy this requirement.
- 3.8 install and construct all of the public infrastructure improvements related to the Redevelopment Project approved by the City Council of the City of Bellevue on January 18, 2022, by Resolution No. 2021-53, in coordination with the Owner's development team, the City of Bellevue Planning Department Urban Design, and the City of Bellevue Public Works Department as referenced in the Redevelopment Plan, and as subsequently modified to comply with City of Bellevue requirements.

SECTION 4. PROVISIONS OF THE AGREEMENT

- 4.1 Non-discrimination. The Owner 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, political or religious opinions, affiliations or national origin.
- 4.2 Captions. Captions used in this Agreement are for convenience and are not used in the construction of this Agreement.
- 4.3 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.
- 4.4 Interest to the City. No elected official or any officer or employee of the City of Bellevue shall have a financial interest, direct or indirect, in any City of Bellevue Agreement. Any violation of this section with the knowledge of the person or corporation contracting with the City of Bellevue shall render the Agreement voidable by the Mayor or Council.
- 4.5 Merger. This Agreement shall not be merged into any other oral or written Agreement, lease or deed of any type.
- 4.6 Administrative Amendments. The parties hereto recognize that certain administrative amendments may need to be made to this Agreement in order to carry out the intent of this Agreement and the Redevelopment Plan. The parties hereto recognize that any such minor amendments to this Agreement negotiated and executed by the parties' respective representatives, other than those defined in §18-2117 of the Community

Redevelopment Law, shall be considered and treated as administrative in nature and not as a legislative amendment to this Agreement or the Redevelopment Plan. However, amendments of the following types shall be referred to the City Council for approval:

- (1) Those that materially alter or reduce existing areas or structures otherwise available for public use or access;
- (2) Those that require the expenditure of \$75,000.00 or more of City funds above the levels contained in this Agreement;
- (3) Those that increase City loans, bonded indebtedness, deferred payments of any types, or other financial obligations above the levels contained in this Agreement; and
- (4) Those otherwise considered major or material in the reasonable discretion of the City.

4.7 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 herein unless done in writing and signed by an authorized officer of the respective parties.

4.8 Assignment. The Owner may not assign its rights under this Agreement without the express prior written consent of the City; such consent not to be unreasonably withheld. The Mayor may, without City Council approval, approve, in writing, the assignment of all rights hereunder to a successor entity owned by, or under common control with Owner.

4.9 Strict Compliance. All provisions of this 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 authorized representatives of the parties.

4.10 Binding Effect. This Agreement shall be binding upon the Owner's successors and assigns, and shall run with the land described in Exhibit "C", attached hereto, to the benefit of the City of Bellevue.

SECTION 5. AUTHORIZED REPRESENTATIVE

In further consideration of the mutual covenants herein contained, the parties hereto expressly agree that for the purposes of notice, including legal service of process, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following named individuals shall be the authorized representatives of the parties:

- (1) City of Bellevue:

Tammi Palm, Planning Director	Legal Service, c/o City Clerk
City Planning Department	1510 Wall Street

1510 Wall Street
Bellevue, NE 68005

Bellevue, NE 68005

- (2) Owner:
Mercury Property Management, Inc.
Attn: Jeff Gering
5920 S. 118th Circle
Omaha, NE 68137

Either party may designate additional representatives or substitute representatives by giving written notice thereof to the designated representative of the other party.

[SIGNATURE PAGES TO FOLLOW]

Executed this __ day of _____ 2022.

CITY:

ATTEST:

CITY OF BELLEVUE, NEBRASKA:

CITY CLERK OF THE CITY OF BELLEVUE

MAYOR OF THE CITY OF BELLEVUE

APPROVED AS TO FORM:

CITY ATTORNEY

Executed this _____ day of _____, 2022.

OWNER:

Mercury Property Management, Inc., a
Nebraska corporation

By: _____

Name: _____

Title: _____

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2022 by Jeffrey Gehrig, President of Mercury Property Management, Inc., a Nebraska corporation, on behalf of the corporation.

Notary Public

EXHIBIT "A"
SITE PLAN

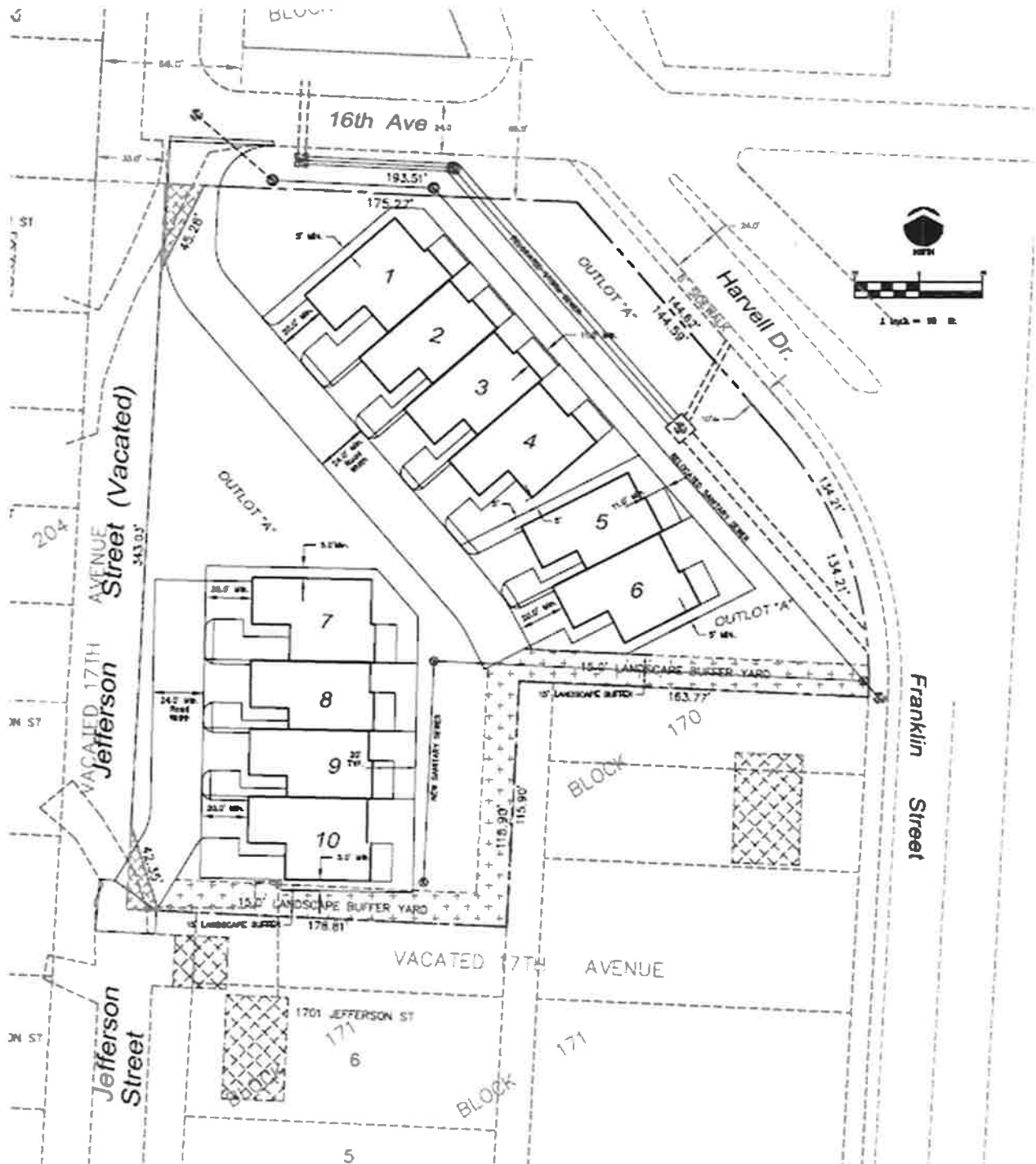


Exhibit "A"

EXHIBIT "B"

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

REDEVELOPMENT PROMISSORY NOTE

\$750,000.00 _____, 2022

FOR VALUE RECEIVED, the undersigned Borrower promises to pay to Mercury Property Management, Inc., a Nebraska corporation, whose address is 5920 S. 118th Circle, Omaha, NE 68137, and/or its assigns ("Holder"), the principal sum of Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00), together with interest thereon at the rate of five percent (5.0%) per annum from the date of the execution of this Note until paid in full. The principal balance and interest thereon shall be due and payable to the holder of said Redevelopment Promissory Note as and at such time as any excess ad valorem taxes generated by the Redevelopment Project as set forth in that certain Redevelopment Agreement dated _____ 2022, by and between the Borrower and Holder (as revised, the "Redevelopment Agreement") are collected by the City of Bellevue, Nebraska, and available for the retirement of this debt. All payments shall be applied first to interest and then to the principal sum of this Note.

In the event of default under said Redevelopment Promissory Note, all sums secured by this Note or any other agreement securing this Note shall bear interest at a rate equal to six percent (6.0%) above the national prime rate as published by the Wallstreet Journal; however, in the event said interest rate exceeds the maximum rate allowable by law then such rate of interest shall equal the highest legal rate available.

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

The real estate taxes shall be divided and the tax increment from the Project Site shall be used to pay this Note for a period of fifteen (15) years. In the event the monies collected and held in that special fund established under Section 18-2147 of the Nebraska Revised Statutes and pursuant to the Redevelopment Agreement are insufficient to pay in full all amounts due and owing on October 1, 2038, and all excess ad valorem taxes generated by the Redevelopment Project, as set forth in the Redevelopment Agreement, have been collected by the City of Bellevue, Nebraska, and have been paid, immediately upon being available, towards the retirement of the amounts due hereunder, then, on October 1, 2038, the Holder shall waive any unpaid portion of the principal and interest due upon written request of the City of Bellevue, Nebraska.

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

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

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

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

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

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

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

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

CITY OF BELLEVUE, NEBRASKA, a
municipal corporation

By: _____
Mayor of the City of Bellevue

ATTEST:

APPROVED AS TO FORM:

City Clerk of the City of Bellevue

City Attorney

EXHIBIT "C"
REDEVELOPMENT SITE

Lots 1 through 10 and Outlot A, Jefferson Place Addition, a Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

EXHIBIT "D"
TIF ELIGIBLE EXPENSES

SUMMARY OF TIF ELIGIBLE EXPENSES

The Project: Jefferson Place

<u>Description</u>	<u>Costs</u>
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

4866-4387-1500, v. 1

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16i.
2/15/2022

COUNCIL MEETING DATE: 03/01/2022		SUBMITTED BY: Administration/CDD		
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:

First Addendum/Extension to Lease Purchase Agreement with Premier Sports Village LLC.

SYNOPSIS/BACKGROUND:

PSV and the City entered into a lease purchase agreement October 20, 2020 and have had the opportunity to discuss the Agreement, lease term and payment terms and desire to enter into this First Addendum/Extension which will extend the term of the Agreement and modify certain terms as outlined.

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 First Addendum/Extension to the Lease Purchase Agreement with PSV.

ATTACHMENTS:

1. <input type="text" value="First Addendum and attachments"/>	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

LEASE PURCHASE AGREEMENT

FIRST ADDENDUM/EXTENSION

The City of Bellevue (“City” or “Lessor/Seller”) and Premier Sports Village, LLC (“PSV” or “Lessee/Buyer”) entered into a Lease Purchase Agreement on or about October 20, 2020 (“Agreement”) which is attached hereto as Exhibit “A”.

WHEREAS, as part of the Agreement, the term of the Lease expires at the end of March 2022.

WHEREAS, the parties have had the opportunity to discuss the Agreement, lease term and payment terms and desire to enter into this First Addendum/Extension (hereinafter “First Addendum”) which will extend the term of the Agreement and modify certain terms as outlined herein.

NOW THEREFORE, the Parties hereto agree as follows:

1. That Paragraph 2 “Term”, of the Agreement shall be deleted in its entirety and replaced with the following:

Subject to each and all the covenants, terms and conditions of this First Addendum and the Agreement not otherwise modified herein, Lessor/Seller hereby leases the Property to Lessee/Buyer to have and to hold the Property until 11:59 p.m. on December 31, 2022 (hereinafter “Extension Term”).

2. That the first full paragraph of Paragraph 3 “Rent”, of the Agreement shall be deleted and replaced with the following:

The Lessee/Buyer agrees to pay Lessor/Seller as rent the sum of One Thousand dollars (\$1,000.00) per month beginning March 1, 2022, and continuing for the Extension Term, without deduction, set-off, or prior notice or demand. All Rent shall be due and payable on the first day of each calendar month throughout the Extension Term and any extension thereof. Rent for any partial month shall be apportioned *pro rata* based on the actual number of days elapsed. All Rent shall be paid to Lessor/Seller at the address to which notices to Lessor/Seller are given. Rent payments shall be credited toward the Purchase Price. Should any further extensions be granted by Lessor/Seller the Lessor/Seller reserves the right to increase the Rent payments per any future negotiated terms for an extension.

3. That Paragraph 10 "Lease Expiration", of the Agreement shall be deleted in its entirety and replaced with the following:

The expiration of this First Addendum and the Agreement shall occur at 11:59 p.m. on December 31, 2022. Upon expiration, the parties shall proceed to Closing as provided in the Agreement and as modified herein in this First Addendum. If Lessee/Buyer does not provide notice of the option to purchase, the First Addendum and the Agreement will automatically terminate upon the expiration of the Extension Term. The Parties further agree that should Lessee/Buyer secure funding to purchase the Property prior to the Extension Term and should all steps of closing be completed prior to the Extension Term, the Agreement and First Addendum would terminate upon the execution of the purchase of the Property.

4. That the first full paragraph of Paragraph 14 "Closing- Condition of Property; Acceptance", of the Agreement shall be deleted and replaced with the following:

If Lessee/Buyer exercises the option to purchase the Property, they shall notify Lessor/Seller prior to the expiration of the Extension Term. The Parties shall then prepare and execute a separate Purchase Agreement to be considered before the City Council for approval. Said Purchase Agreement shall incorporate the agreed upon Purchase Price from the Agreement and credit Lessee/Buyer with any rent payments paid per the Agreement and First Addendum. The Parties shall draft and negotiate the separate Purchase Agreement within thirty (30) days of receiving notice from Lessee/Buyer of the intent to Purchase. Buyer and Seller understand that any Purchase Agreement will include a provision which includes as a contingency the successful completion of a thirty (30) day remonstrance period, as required by Neb. Rev. Stat. 16-202. The remonstrance period will 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 pursuant to Neb. Rev. Stat. 16-202 is successfully filed before the expiration of the thirty (30) day remonstrance period, the closing of the Purchase Agreement shall not occur and the Property shall not be sold. In the event such remonstrance petition is successfully filed and upheld and the closing of the Purchase Agreement does not occur, any earnest money deposited by Buyer pursuant to the Agreement shall be refunded to Buyer. Closing will occur not later than sixty (60) days following the expiration of the remonstrance period. Should the items related to the Purchase of the Property extend after the Extension Term, the parties shall work together to enter into another Addendum extending the terms of this Agreement to finalize the Purchase of the Property. The Parties agree that should Lessee/Buyer secure funding and desire to Purchase the Property prior to the expiration of the Extension Term, that Lessee/Buyer shall be allowed to do so and the Parties will work together to schedule a time for closing. Both parties acknowledge and understand that the closing of the sale may be handled by an Escrow Agent and that the Broker is authorized to transfer the Deposit or any other funds it receives to said Escrow Agent. After said transfer, Broker shall have no further responsibility or liability to either party for the accounting for said funds. Escrow Agent's charge for the escrow closing shall be equally divided between the parties.

5. That Paragraph 16 "LEASE with DMV", of the Agreement shall be deleted in its entirety and replaced with the following:

The City has a current lease agreement with the DMV, attached hereto as Exhibit "B" that is set to expire April 31, 2022. The Lessee/Buyer of this Agreement and First Addendum agrees to not hinder the ability of the DMV to use the Property pursuant to those lease terms. The Parties further acknowledge that the City has the right and ability to extend the DMV lease however shall not extend the lease past the Extension Term without written approval of Lessee/Buyer.

That except as amended herein, the terms and conditions of the Agreement dated on or about October 20, 2020, between the parties remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this First Addendum to the Agreement on this ____ day of _____ 2022.

**CITY OF BELLEVUE, A Municipal Corporation,
Lessor/Seller**

By: _____
Rusty Hike, Mayor

ATTEST: _____
City Clerk, Susan Kluthe

PREMIER SPORTS VILLAGE, LLC

Lessee/Buyer

Brandon Schuur
Premier Sports Village LLC

BRANDON SCHUUR
Printed Name

Exhibit “A”

LEASE PURCHASE AGREEMENT

THIS LEASE PURCHASE AGREEMENT is made this 20th day of October, 2020 between the City of Bellevue, Nebraska, a municipal corporation ("Lessor/Seller"), and Premier Sports Village, LLC, a Nebraska Limited Liability Company ("Lessee/Buyer"), jointly referred to as the "parties".

WHEREAS, Lessor/Seller is the owner of real property located in the City of Bellevue, Nebraska, which is legally described as *Lot 1 Bellevue Sports Complex (25ac), Parcel #011591799*.

WHEREAS, the parties desire to enter into a lease purchase agreement regarding the real property described herein.

NOW, THEREFORE, in consideration of the Rent and the covenants, conditions, and agreements herein reserved, mentioned and contained on the part of Lessee/Buyer to be paid, kept and performed, Lessor/Seller hereby leases to Lessee/Buyer, and Lessee/Buyer hereby accepts and hires from Lessor/Seller, the Leased Premises (as hereinafter defined), subject to the terms, conditions, and agreements herein expressed, in "AS IS/WHERE IS" condition with all faults and no representations expressed or implied. Upon expiration of the lease term (as hereinafter defined), for the additional consideration, covenants, and conditions contained herein, Lessor/Seller hereby agrees to sell, and Lessee/Buyer hereby agrees to purchase, the Leased Premises, subject to the terms, conditions, and agreements herein expressed, in "AS IS/WHERE IS" condition with all faults and no representations expressed or implied:

1. **Property.** The Property which is the subject of this agreement is legally described and depicted on Exhibit "A", which is attached hereto and incorporated herein by this reference (the "Property"). Lessor/Seller demises and leases unto Lessee/Buyer, and Lessee/Buyer hereby accepts and leases from Lessor/Seller, the Property, on and subject to all the terms and conditions set forth in this agreement.
2. **Term.** Subject to each and all of the covenants, terms and conditions of this Lease, Lessor/Seller hereby leases the Property to Lessee/Buyer to have and to hold the Property from the date of the parties signing this Lease and lasting a period of eighteen (18) months from the date of the same (hereinafter "Original Lease Term").
3. **Rent.** The Lessee/Buyer agrees to pay Lessor/Seller as rent the sum of Five thousand dollars (\$5,000.00) per month during the Original Lease Term without deduction, set-off, prior notice or demand. All Rent shall be due and payable on the first day of each calendar month throughout the Term and any extension thereof. Rent for any partial month shall be apportioned *pro rata* based on the actual number of days elapsed. All Rent shall be paid to Lessor/Seller at the address to which notices to Lessor/Seller are given. Rent payments shall be credited toward the Purchase Price.

The Security Deposit in the amount of \$5,000.00 shall be payable by Lessee/Buyer to Lessor/Seller within two (2) days after acceptance of this agreement. The Security Deposit shall be held by Lessor/Seller without liability for interest as security for the performance by Lessor/Seller of Lessor/Seller's covenants and obligations under this Lease.

This is a triple net lease (NNN) to the Lessor/Seller. It is the intent of the Parties that the Rent shall be an absolutely net return to the Lessor/Seller and that the Lessee/Buyer shall pay all costs and expenses relating to the Property of any kind or nature whatsoever. Such costs and expenses shall include, without limitation, all amounts attributable to, paid or incurred in connection with the ownership, operation, repair, restoration, maintenance and management of the Property; real property taxes; rent taxes; gross receipt taxes; water and sewer charges; insurance premiums; utilities; refuse disposal; lighting (including outside lighting); fire detection systems including monitoring, maintenance and repair; security; janitorial services; labor; air-conditioning and heating; maintenance and repair costs and service contracts; costs of licenses, permits and inspections; and all other costs and expenses paid or incurred with respect to the Property.

4. **Utility Charges.** Lessee/Buyer shall be responsible for all utilities and services provided to Lessee/Buyer at the Property and agrees to pay, prior to delinquency, all charges for electricity, gas, water, sewage, and/or all other public and private services or charges used by or through Lessee/Buyer at the Property.
5. **Use.** Lessee/Buyer shall use the Property for the sole and exclusive purpose of establishing and maintaining a six-field athletic complex and thereafter constructing an indoor multi-purpose facility that includes, but is not limited to, hosting athletic trainings, apparel shop, concession stand(s), office, shelter, restrooms, dance studio, coffee shop and a fitness gym for public/private use on the Property during the lease term. Lessee/Buyer accepts the Property "AS-IS" without reservation or qualification. Lessor/Seller makes no representation as to the suitability of the Property for any purpose whatsoever. Notwithstanding any other provision of this Lease, Lessee/Buyer shall comply with all local, state or federal laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force with respect to the Lessee/Buyer's use and occupancy of the Property.
6. **Alterations, Maintenance & Repairs.** Lessee/Buyer agrees that during the Term, Lessor/Seller shall not be obligated to repair, replace or otherwise maintain the Property for any purpose or to any standard or in any way. All work, alterations, installations, additions and improvements shall be done at Lessee/Buyer sole expense. In the event of termination of this agreement due to Lessee/Buyer's Default, Lessee/Buyer will be required, at Lessee/Buyer's sole cost and expense, to remove most, if not all, of Lessee/Buyer's alterations and improvements and restore the Property to their original condition, except ordinary wear and tear. The Lessee/Buyer shall keep the Property free and clear of all trash, rubbish, debris and other materials the presence or accumulation of which may constitute a nuisance under the laws of the City of Bellevue. Lessee/Buyer shall not commit nor allow the waste of any of the Property nor the occurrence of any

unlawful act thereupon. Lessee/Buyer shall maintain the entirety of the property (including without limiting the generality of the foregoing the roof, foundation, water, sewer and gas connections, pipes and mains, plumbing, heating and ventilation, and electrical systems) in good operational condition for the conduct of Lessee/Buyer's business at the Property. All repair work shall be done in a good and workmanlike manner. Lessor/Seller shall not be responsible for maintaining, repairing or restoring any part of the property or improvements.

Lessee/Buyer shall provide a written monthly update to the Bellevue City Administrator, Jim Ristow, throughout the lease term listing all maintenance, repairs, improvements, restorations and/or alterations made to the property.

7. **Assignment and Subletting:** Lessee/Buyer shall not assign this Lease without the written consent of Lessor/Seller, which shall not be unreasonably withheld during the lease term. Any occupant, assignee, or sub-Lessee/Buyer must agree to abide by all of the terms and provisions of this Lease in the event of written consent.
8. **Damages to Property.** If the Property or any part thereof, shall be damaged by fire or other casualty, whether man made, natural or otherwise, Lessee shall at its own expense commence to restore said property and thereafter diligently complete such restoration. Such repairs shall substantially restore the condition of the property prior to the casualty. No abatement of rent shall be allowed during the time and to the extent the property is unfit for use as a result of such damages.
9. **Default & Termination.** Lessee/Buyer shall be considered in Default if one of the following events occurs:
 - (a) Failure by Lessee/Buyer to make any Rent or any other payment owed by Lessee/Buyer to Lessor/Seller under this agreement, and the continuance of such failure for fifteen (15) consecutive days after written notice by Lessor/Seller to Lessee/Buyer.
 - (b) Failure by Lessee/Buyer to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the State of Nebraska.
 - (c) Failure by Lessee/Buyer to comply with any provision of the agreement.Upon the occurrence of any Default by Lessee/Buyer and at any time thereafter, Lessor/Seller may, without any further notice, terminate the Lease Purchase Agreement and seek other remedies available to the Lessor/Seller according to law. Lessee/Buyer shall be liable for any and all damages of any kind or nature arising from or as a result of Lessee/Buyer's default. Lessee/Buyer hereby waives any and all rights of redemption it may have, and further waives any counterclaims, other than compulsory counterclaims, against the Lessor/Seller under existing or future laws.
10. **Lease Expiration.** The expiration of this Lease shall occur eighteen (18) months from the date of the parties signing this Lease and lasting a period of eighteen (18) months from the date of the same. Upon expiration, the parties shall proceed to Closing as hereinafter provided.

11. **Purchase Price.** The purchase price for the Property shall be Six Hundred and Fifty Thousand Dollars (\$650,000.00) less a credit for all Rent paid prior to the date of the closing. The Parties agree that this purchase price is a fair and accurate representation of the value of the Property, given the considerations stated herein.
12. **Right of First Refusal.** Lessor/Seller does hereby grant to Lessee/Buyer the right of first refusal to *Lot 3 Bellevue Sports Complex (62ac)*, Parcel #011591801, in Bellevue, Sarpy County, Nebraska.
13. **Conveyance.** Lessor/Seller hereby represents and warrants to Lessee/Buyer that (i) Lessor/Seller has good and marketable fee simple title to the Property (including, without limitation, the improvements and fixtures thereon; (ii) Lessor/Seller has the authority to enter into this agreement; (iii) the Property is zoned BG General Business District and is suitable for the Permitted Use; and (iv) to the best knowledge of Lessor/Seller, the Property is not in violation of any federal, state or local law relating to Hazardous Material or environmental contaminants and has no known latent defects. The condition of the water well shall be inspected by Lessor/Seller. Any repairs recommended as part of said inspection shall be the responsibility of the Lessor/Seller. Lessor/Seller represents that they have good, valid and marketable title, in fee simple, and agrees to convey title to Property to Buyer or his nominee by warranty deed free and clear of all liens, encumbrances or special taxes or reserves levied or assessed, subject to all building and use restrictions, utility easements not exceeding ten (10) feet in width abutting the boundary of the Property, and covenants now of record.
14. **Closing - Condition of Property; Acceptance.** The closing of the sale of the Property shall be closed on a mutually agreeable date between the parties in March 2022. Both parties acknowledge and understand that the closing of the sale may be handled by an Escrow Agent and that the Broker is authorized to transfer the Deposit or any other funds it receives to said Escrow Agent. After said transfer, Broker shall have no further responsibility or liability to either party for the accounting for said funds. Escrow Agent's charge for the escrow closing shall be equally divided between the parties.

Lessor/Seller shall provide to Lessee/Buyer a copy of the latest As Built Survey, showing legal, easements, parking stalls, setbacks, and Flood Plain status, and other elements of revealed by public record. Lessor/Seller shall provide copies of Soils report if available. Along with any other CAD drawings if available. Lessee/Buyer accepts the Property in its present condition "as is." Lessee/Buyer acknowledges that it has had full opportunity to examine the Property and obtain knowledge of the physical condition of the Property, as well as, the state of its title, zoning, present uses, streets, sidewalks, parking areas, curbs and access thereto. Lessee/Buyer and its agents may conduct such tests, studies, inspections, surveys, environmental assessments, surveys and title reviews as Lessee/Buyer may desire to obtain or perform relating to title to the Property or the physical condition of the Property or any other element or aspect of the Property, and Lessor/Seller hereby grants Lessee/Buyer and its agents permission to perform such inspections.

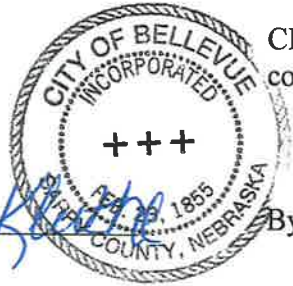
15. **State Documentary Tax:** The State Documentary Tax on the deed shall be paid by the seller.
16. **LEASE with DMV.** See attached lease document.
17. **Indemnity.** Without limitation to the foregoing, To the maximum extent permitted by law, Lessee/Buyer, on behalf of Lessee/Buyer and all of Lessee/Buyer's heirs, executors and assigns, Lessee/Buyer hereby waives any right, remedy or recourse that Lessee/Buyer may have now, or in the future, against Lessor/Seller its employees and agents, as a result of any act, error or omission of Lessor/Seller, including those of its agents and employees, including any claim for any loss or damage to Lessee/Buyer's property or other property placed or located on the Property as a result of any such act, error or omission made in furtherance of any right or authority reserved by Lessor/Seller in this paragraph or elsewhere in this Lease. Without limitation to the foregoing, and to the maximum extent permitted by law, Lessee/Buyer shall hold Lessor/Seller harmless from and against any claim, liability, loss or damage of any nature whatsoever, whether related to an existing condition of the Property or otherwise, (a) of Lessee/Buyer or any other person (including any employee, contractor or agent of Lessor/Seller) that may arise or result from, out of or in connection with any Lessee/Buyer's use or occupancy of the Leased Property, including, any such claim, damages or liability that may arise or result from any lawful or unlawful entry upon Leased Property, and (b) to Lessor/Seller that may arise or result from, out of or in connection with any default under, or breach of, any covenant, term or condition of this Lease.
18. **Insurance.** Lessee/Buyer at its sole cost and expense, shall obtain and maintain (or cause to be obtained and maintained) comprehensive broad form commercial general liability insurance covering claims arising out of Lessee/Buyer's operations, use and occupancy of the Property. Coverage shall be maintained on an occurrence basis, covering premises and operations, products and completed operations, contractual liability, personal injury liability, bodily injury liability and property damage liability. Such insurance shall have a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate. Such insurance shall: (a) name Lessor/Seller as an additional insured; (b) specifically insure Lessee/Buyer's indemnity obligations; and (c) be primary to any liability insurance maintained by Lessee/Buyer. Lessor/Seller does not in any way represent that the insurance herein, whether in scope of coverage or limits of coverage, is adequate or sufficient to protect Lessee/Buyer's business or interests and Lessor/Seller shall not be responsible for any of Lessee/Buyer's furniture, fixtures, equipment, other personal property or business damages.
19. **No Waiver of Breach.** No act or acts, omission or omissions, or series of acts or omissions, or waiver, acquiescence, or forgiveness by Lessor/Seller as to any default in or failure of performance, either in whole or in part, by Lessee/Buyer, of any of the covenants, terms and conditions of this Lease, shall be deemed or construed to be a waiver by Lessor/Seller of the right at all times thereafter to insist upon the prompt, full and complete performance by Lessee/Buyer of each and all the covenants, terms and conditions hereof

thereafter to be performed in the same manner and to the same extent as the same are herein covenanted to be performed by Lessee/Buyer.

20. **No Partnership, Joint Venture.** Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture as between Lessor/Seller and Lessee/Buyer, or between Lessor/Seller and any other party; nor shall Lessee/Buyer be deemed the Lessor/Seller's agent. Lessor/Seller shall not be liable for the debts or obligations of Lessee/Buyer or for any other party.
21. **Partial Invalidity.** If any term, covenant or condition of this Lease or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.
22. **Notice.** Whenever notice is required to be given by Lessor/Seller under this Lease, it will be deemed sufficient if sent by regular U.S. mail or hand-delivered to Lessee/Buyer at the address of Premier Sports 7001 N 153rd Bennington, NE 68007.
23. **Time.** Time is of the essence of this agreement and each and all of its provisions in which performance is a factor. All periods of time referred to herein shall include all Saturdays, Sundays and state or national holidays.
24. **Amendments.** No provision of this agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This agreement shall not be effective or binding on any party until fully executed by both parties hereto.
25. **Force Majeure.** Neither Party will be liable for any failure or delay in performing an obligation under this agreement that is due to any of the following causes (which events and/or circumstances are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes. The parties stipulate that Force Majeure shall not include the novel coronavirus Covid-19 pandemic which is ongoing as of the date of the execution of this agreement. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in the market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.
26. **Choice of Law.** This Lease shall be governed by the laws of the State of Nebraska.
27. **Representation.** Lessor/Seller is represented by Colm Breathnach of Colliers International. Lessee/Buyer is represented in this transaction by Robert Anthony, Realtor, BT Realty Group LLC. Commission shall be split equally between Keller Williams and

Colliers International pursuant to the City of Bellevue's contract with Colm Breathnach of Colliers International.

DATED this 20th day of October, 2020.



CITY OF BELLEVUE, a municipal corporation, Lessor/Seller

Attest:

[Handwritten signature]
City Clerk

By:

[Handwritten signature]
Mayor

[Handwritten signature]
Premier Sports Village, LLC, Lessee/Buyer



011591799

Property Address: 14202 Harlan Lewis Rd

Acreage: 24.99 ac.

Legal Description: Lot 1 Bellevue Sports Complex (25 ac)



ADDITIONAL PROVISIONS: Tenant shall have the right to modify paint markings to suit needs.

REPRESENTATION: Tenant is represented in this lease transaction by Brayden Mussman & Colm Breathnach of Colliers International. In the event a lease is executed by and between Landlord and Tenant, Tenant's agent will receive, from the landlord, a real estate commission equal to three percent (3%) of the gross value of the lease.

Although this letter is intended to summarize the principal terms and conditions of the proposed transaction and contemplates a later execution of the lease document, neither this letter nor any action of the parties to date shall be deemed to indicate a binding agreement between parties. This letter reflects the Tenant's present intent regarding the terms and conditions of the proposed transaction and shall not be construed to create any legal rights or obligations between the Landlord and the Tenant. It is intended that all such legal rights and obligations will come into existence only when appropriate documentation has been executed.

Yours very truly,
Colliers International

Colm Breathnach
Broker Associate

Brayden Mussman
Associate

AGREED & ACCEPTED this ___ day of _____, 2019.

By: _____
Title: _____



Exhibit “B”



Good Life. Great Service.

DEPT. OF ADMINISTRATIVE SERVICES

LEASE AGREEMENT - ADDENDUM # 1

This Lease Agreement - Addendum #1, hereinafter this "Addendum," by and between **City Of Bellevue**, as "Lessor," and **Department of Administrative Services, State Building Division**, as "Lessee," acting on behalf of **Department of Motor Vehicles**, as "Tenant Agency," for land located at:

**14402 HARLAN LEWIS ROAD
BELLEVUE NE 68005**

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement, commencing April 1, 2019 and ending March 31, 2021; and modified by the Commencement Date Agreement to change the commencement to May 1, 2019 and the expiration to April 30, 2021; and

WHEREAS, Lessor and Lessee desire to renew the Term of this Lease; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties amend this Lease, as follows:

AGREEMENT

1. **As to Section 2 Term.** the Term of this Lease shall be renewed for a one (1) year renewal period commencing May 1, 2021 and ending on April 30, 2022.
2. **NO OTHER CHANGES.** Unless expressly amended hereby, all other terms and conditions contained in this Lease shall remain unchanged and in full force and effect, and are hereby ratified and confirmed. To the extent of any conflict between the provisions hereof and this Lease, the provisions of this Addendum shall govern and control and shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
3. **EFFECTIVE DATE.** This Addendum shall be effective as of May 1, 2021.
4. **ENTIRE AGREEMENT.** This Addendum constitutes the entire and integrated agreement between Lessor and Lessee relating to the subject matter of this Addendum and supersedes all prior understandings, agreements, or representations, between the parties, written or oral, to the extent they relate in any way to the subjects of this Lease.
5. **COUNTERPARTS.** This Addendum shall be executed in duplicate original, each of which shall be deemed to be an original, but both of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the day and year last below written.

LESSEE:

Doug Hanson, Director
Administrative Services, State Building Division

Date

LESSOR:



Lessor Authorized Signer
Lessor Name/Entity

4-20-21

Date

ACKNOWLEDGMENT

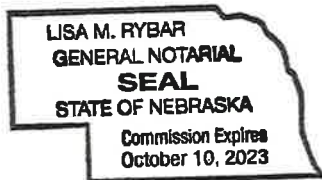
STATE OF NEBRASKA, COUNTY OF Sarpy

The foregoing instrument was acknowledged before me this 30th day of April 21 2015 by Name, Title, on behalf of Company, a State Limited Liability/Partnership/etc..

Affix seal here.



Notary Public Signature





**COMMERCIAL
LEASE PROPOSAL**

for

**The City of Bellevue, NE
at
14402 Harlan Lewis Rd, Bellevue, NE 68005**

March 1, 2019

The following Lease Proposal that is being offered on behalf of State of Nebraska DMV to the City of Bellevue, NE. This Lease Proposal contains the basic terms and conditions upon which Nebraska DMV ("Tenant") is interested in pursuing a lease arrangement with the City of Bellevue, NE ("Landlord") for space located at 14402 Harlan Lewis Rd, Bellevue, NE 68005 in Omaha, Nebraska.

- LOCATION:** 14402 Harlan Lewis Rd,
Bellevue, NE 68005
- TENANT:** Nebraska DMV
- LEASED PREMISES:** The proposed Leased Premises will consist of approximately 75,000 square feet of concrete parking, as depicted in Exhibit A.
- INITIAL LEASE TERM:** The Initial Lease Term will be for a period of two (2) years. Tenant shall have the option to terminate the Lease with one hundred and twenty (120) days written notice to Landlord implying their intent to terminate the Lease. At the end of the Initial Lease Term, Tenant agrees to notify Landlord of their intention to Terminate or Renew the Lease.
- COMMENCEMENT DATE:** The Commencement Date for the Lease Term is projected to be March 18, 2019. The exact commencement date will be mutually agreed upon between the Tenant and Landlord.
- RENTAL RATE:** The Rental Rate for the Leased Premises during the Initial Lease Term will be as follows:
- Years 1 - 2: \$900.00 per month
- The lease document will be defined as a full-service lease. Landlord shall remove snow and keep Leased Premises clean and clear of debris.
- SECURITY DEPOSIT:** Equal to the first month's rent to be paid at lease execution.
- RENEWAL OPTIONS:** There will be five (5), one (1) year renewal options following The Initial Lease Term. The renewal options must be exercised in writing 60 days prior to the end of the current term. The renewal rate for the renewal terms shall be the same as the Initial Lease Term. Landlord shall have to right to terminate this Lease Hold with one hundred and twenty (120) day notice to Tenant.





ADDITIONAL PROVISIONS: Tenant shall have the right to modify paint markings to suit needs.

REPRESENTATION: Tenant is represented in this lease transaction by Brayden Mussman & Colm Breathnach of Colliers International. In the event a lease is executed by and between Landlord and Tenant, Tenant's agent will receive, from the landlord, a real estate commission equal to three percent (3%) of the gross value of the lease.

Although this letter is intended to summarize the principal terms and conditions of the proposed transaction and contemplates a later execution of the lease document, neither this letter nor any action of the parties to date shall be deemed to indicate a binding agreement between parties. This letter reflects the Tenant's present intent regarding the terms and conditions of the proposed transaction and shall not be construed to create any legal rights or obligations between the Landlord and the Tenant. It is intended that all such legal rights and obligations will come into existence only when appropriate documentation has been executed.

Yours very truly,
Colliers International

Colm Breathnach
Broker Associate

Brayden Mussman
Associate

AGREED & ACCEPTED this ___ day of _____, 2019.

By: _____
Title: _____



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16j.
3/01/2022

COUNCIL MEETING DATE: 03/01/2022		SUBMITTED BY: Doug Clark, Public Works Director		Dean Dunn, Engineering 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:

Additional Temporary Easement for 36th Street Improvement Project

SYNOPSIS/BACKGROUND:

Approve additional Temporary Easement for the 36th Street Improvement Project. Midwest Right-of-Way has provided documentation for the requested additional easement and cost breakdown for the project. The complete documentation is available upon request. This is an 80/20 split with the Nebraska Department of Transportation (NDOT).

FISCAL IMPACT: \$2,500.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: 36th Street Improvement Project MAPA-5061(5) CN 22276

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: 36th Street Improvement Project Bline - Sheridan MAPA-5061(5) CN 22276

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

CIP PROJECT NAME: South 36th Street CIP PROJECT NUMBER: ST22(5)

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER: 10-15-6243

RECOMMENDATION:

Approve the additional Temporary Easement for the 36th Street Improvement Project.

ATTACHMENTS:

- Letter form Midwest Right-of-Way
- Temporary Easement Exhibit
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Byrle Ralston
[Signature]
[Signature]



MIDWEST

R | O | W

midwestrow.com

January 24, 2022

Dean Dunn
City of Bellevue Public Works
1510 Wall Street
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska
36th Street - Bline to Sheridan
Project Number: MAPA-5061(5)
Tract: B21

Dear Mr. Dunn:

Enclosed are original, executed copies of the additional Temporary Easement Contract for Tract B21, Gwendolyn Kay Sly. The authorized representative of the City of Bellevue will need to sign all copies of this contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

Please send an original fully executed Temporary Easement Contract, and a check in amount of \$2,500.00 made payable to:

**Gwendolyn Kay Sly
3516 Leawood Drive
Bellevue, Nebraska 68123**

Please e-mail a copy of the signed contract and a copy of the payment to blissd@midwestrow.com to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

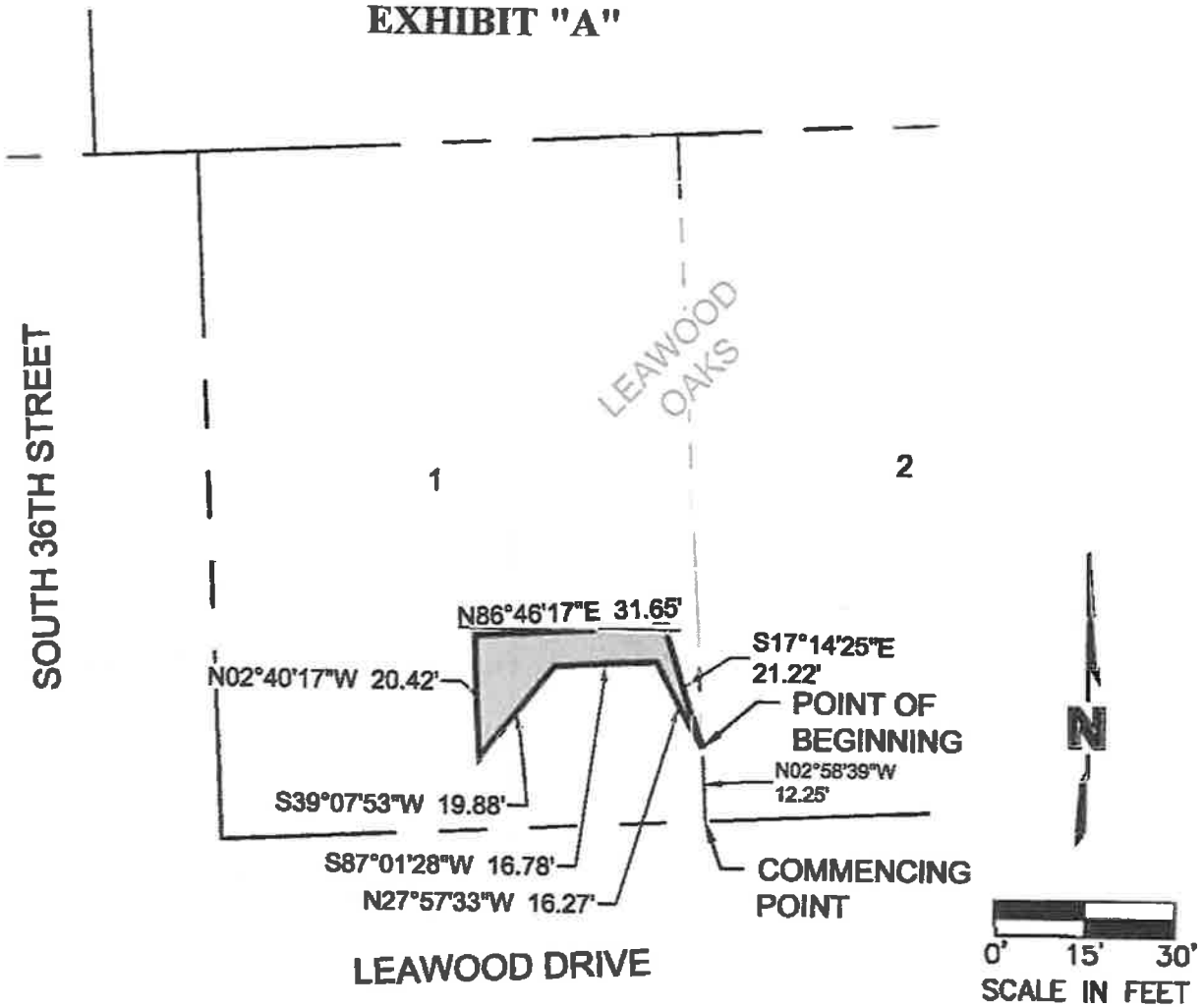
Sincerely,

A handwritten signature in blue ink, appearing to read 'Denny Bliss'.

Denny Bliss
Acquisition Agent

Enclosures

EXHIBIT "A"



LEGAL DESCRIPTION

A TEMPORARY EASEMENT LOCATED IN LOT 1, LEAWOOD OAKS, A PLATTED AND RECORDED SUBDIVISION LOCATED 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:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, SAID CORNER ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF LEAWOOD DRIVE; THENCE ON THE EAST LINE OF SAID LOT 1, N02°58'39"W, 12.25 FEET TO THE POINT OF BEGINNING; THENCE N27°57'33"W, 16.27 FEET; THENCE S87°01'28"W, 16.78 FEET; THENCE S39°07'53"W, 19.88 FEET; THENCE N02°40'17"W, 20.42 FEET; THENCE N86°46'17"E, 31.65 FEET; THENCE S17°14'25"E, 21.22 FEET TO THE POINT OF BEGINNING.

SAID TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 306.85 SQUARE FEET OR 0.007 ACRES, MORE OR LESS.

DWG: F:\Projects\008-0820-A\40-Design\Survey\SRV\Sheeta\TEMP EASE\V_P_ESM-TEMP B1-B24 0080820A.dwg USER: dhoeftngs
 DATE: Jan 28, 2021 12:45pm XREFS: V_X_TOPO BINDY 2018 0080820A V_P_ESM-PERM 0080820A V_P_ROW 0080820A 806200dr

PROJECT NO: A08-0620	TEMPORARY EASEMENT	olsson	2111 South 67th Street, Suite 200 Omaha, NE 68108 TEL 402.341.1116	EXHIBIT
DRAWN BY: DSH			B21-2	
DATE: 01/25/2021				