

Bellevue City Council Meeting +++AMENDED AGENDA+++

Tuesday, June 7, 2022 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Andy Kaup, Bellevue Christian Center, 1400 Harvell Drive.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
 - a. Approval of the Agenda
 - b. Approval of the Consent Agenda *(Items marked with an (*) are approved where this item is, unless otherwise removed)*
 1. (*) Approval of the May 17, 2022 City Council Minutes.
 2. (*) Acknowledge Receipt of May 26, 2022 Planning Commission Minutes.
6. (*) APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS: NONE
9. APPROVED CITIZEN COMMUNICATION: NONE
10. LIQUOR LICENSES:
 - a. Recommend approval to the Nebraska Liquor Control Commission the application for Rosalind Sells as the new Manager for four Kwik Shops: Store 670, 2103 Capehart Road; Store 675, 502 W. Mission Ave; Store 688, 602 Galvin Road; and Store 689, 4151 Harrison Street. (City Clerk)
 - b. Recommend approval to the Nebraska Liquor Control Commission the application for Moran's Grill LLC dba "Moran's Grill" for a Class "CK" Liquor License to sell beer, wine, and distilled spirits, on and off sale at 3909 Twin Creek Drive, Bellevue and for Steven Kranau as Manager. (City Clerk)
11. ORDINANCES FOR ADOPTION (3rd reading):
 - a. Ordinance No. 4098: Repealing Chapter 14, Section 14-6 pertaining to slaughterhouses, soap factories, feed lots, etc. (Legal)
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
 - a. Ordinance No. 4099: Request to rezone Lots 1 through 9, Fontenelle Hills Estates, being a replat of Lot 1, Fontenelle Replat 8, and Lots 12, 13, 16, 17, 19, 55A, 233, and 234, Fontenelle, and half of vacated Laurel Lane, from RS-120-PS to RE, for the purpose of single-family residential development. Applicant: Hawkins & Strom Holdings, LLC. General Location: Martin Dr. and Ridgewood Dr./Martin Dr. and Ridgewood Ct. (Planning Manager)
 1. Request to preliminary plat Lots 1 through 9, Fontenelle Hills Estates. **(No Action Required)**
 - b. Ordinance No. 4100: Request to rezone Lots 192 through 266, and Outlot I, Lakewood West, being a platting of Tax Lot 14, located in the Southwest ¼ of Section 31, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, and a replat of Outlot H, Lakewood West, from AG and RS-72 to RG-50 for the purpose of single-family residential development. Applicant: Woodsonia Real Estate Inc. General location: 11715 South 60th Street. (Planning Manager)
 1. Request to preliminary plat Lots 192 through 266, and Outlot I, Lakewood West. **(No Action Required)**
13. ORDINANCES FOR INTRODUCTION (1st reading):
 - a. Ordinance No. 4101: An ordinance approving the sale and conveyance of city property to

Eastern Nebraska Community Action Plan (ENCAP) and authorize Mayor to sign.
(Administration/Legal)

b. Ordinance No. 4102: Request to rezone the Irregular Northeasterly part of Tax Lots 14A and 14B, located in the Northwest 1/4 of Section 23, T13N, R13E of the 6th P.M., Sarpy County Nebraska, from AG to BG for the purpose of commercial development. Applicant: City of Bellevue. General Location: Hwy 75 and Hwy 34. (Planning Manager)

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. Recommendation to approve an event application for Kevin Power to host his 8th Annual Private Charity Event to raise donations for the Bellevue Food Pantry, at his home, 108 Meadow Fox Court, on Saturday, July 23, 2022 from 7:00 p.m. to 11:00 p.m., with live music and to waive the \$50.00 Event Fee. (City Clerk)

15. RESOLUTIONS: NONE

16. CURRENT BUSINESS:

a. Approve and authorize the City Council President to sign the amendment extending the Community Development Block Grant (CDBG) Subrecipient Agreement with MRH Land LLC, in an amount not to exceed \$45,000.00. (Finance Director/CDBG Program Specialist)

b. Request to approve and authorize the Mayor to sign the Contract with Hanna:Keelan Associates, P.C. for the affordable housing action plan, in an amount not to exceed \$38,000. (Planning Manager)

c. Recommend approval of renewal of the revised School Resource Officer Memorandum of Understanding (MOU) with Omaha Public Schools and authorized the Mayor to sign. (Chief Clary)

d. Approve and authorize the Mayor to sign Change Order #1 with Royalty Roofing and Renovation for roof decking and removal of pergola over flat roof section and wrapping exposed wood on roof line to the Bellevue Professional building at 2206 Longo Drive for additional work, not to exceed \$16,055.00. (Public Works Director)

e. Approve and authorize the Mayor to sign the Civic and Community Center Financing Fund (CCCFF) to accept grant funds for renovations to the Bellevue Professional Building, 2206 Longo Drive (Bellevue Public Library), in the amount of \$483,415.30, plus an additional \$180,000 recently awarded, for a total amount of \$663,414.30. (Public Works Director/CDBG Specialist)

f. Approve and authorize the Mayor to sign the Master Service Agreement with Metro Community College, effective May 24, 2022 through July 1, 2023. (HR Director)

g. Approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) with the Bellevue Professional Management Association (BPMA), effective October 1, 2021 to September 30, 2025. (HR Director)

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

18. CLOSED SESSION:

19. ADJOURNMENT

MINUTE RECORD

***5b1.
6/7/2022**

Bellevue City Council Meeting, May 17, 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 17th of May 2022, at 6:00 p.m. Present were Council Members Paul Cook, Jerry McCaw, Don Preister, and Kathy Welch. Absent were Council Members Bob Stinson and Thomas Burns.

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

PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Hike led the Pledge of Allegiance. Pastor Jay Dunston, Bellevue Christian Center, 1400 Harvell Drive, gave the invocation.

OPEN MEETINGS ACT

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

APPROVAL OF THE AGENDA:

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

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Cook, seconded by McCaw, to approve the consent agenda consisting of the following items: Acknowledge receipt of the April 28, 2022 Planning Commission Minutes; Approval of the May 3, 2022 City Council Minutes; and Claims. Roll call to approve the consent agenda was as follows: Cook, McCaw, Preister, and Welch voted yes; voting no: none; absent: Stinson and Burns. Motion carried.

SPECIAL PRESENTATIONS: NONE

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES: NONE

ORDINANCES FOR ADOPTION (Third Reading): NONE

ORDINANCES FOR PUBLIC HEARING (Second Reading):

Ordinance No. 4098: Repealing Chapter 14, Section 14.-6 pertaining to slaughterhouses, soap factories, feed lots, etc. (Legal)

Ordinance No. 4098: An ordinance to repeal Chapter 14 Section 14-6, of the Bellevue Municipal Code regarding slaughterhouses, soap factories, feed lots, etc. and to provide an effective date was read for the second time and a public hearing was held.

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

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

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on June 7, 2022.

ORDINANCES FOR INTRODUCTION: (First Reading)

Ordinance No. 4099: Request to rezone Lots 1 through 9, Fontenelle Hills Estates, being a replat of Lot 1, Fontenelle Replat 8, and Lots 12, 13, 16, 17, 19, 55A, 233, and 234, Fontenelle, and half of vacated Laurel Lane, from RS-120-PS to RE, for the purpose of single-family residential development. Applicant: Hawkins & Strom Holdings, LLC. General Location: Martin Dr. and Ridgewood Dr./Martin Dr. and Ridgewood Ct. (Planning Manager)

Ordinance No. 4099: 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 Martin Drive and Ridgewood Drive; and Martin Drive and Ridgewood Court, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the first time.

MINUTE RECORD

Bellevue City Council Meeting, May 17, 2022, Page 2

Mayor Hike stated the second reading and public hearing of the ordinance will be heard at the Council meeting on June 7, 2022.

Ordinance No. 4100: Request to rezone Lots 192 through 266, and Outlot I, Lakewood West, being a platting of Tax Lot 14, located in the Southwest ¼ of Section 31, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, and a replat of Outlot H, Lakewood West, from AG and RS-72 to RG-50 for the purpose of single-family residential development. Applicant: Woodsonia Real Estate Inc. General location: 11715 South 60th Street. (Planning Manager)

Ordinance No. 4100: 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 11715 South 60th Street, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the first time.

Mayor Hike stated the second reading and public hearing of the ordinance will be heard at the Council meeting on June 7, 2022.

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

Request to final plat 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, Nebraska, except those parts condemned by the State of Nebraska by return of appraisers for Highway 370 right-of-way. Applicant: Woodsonia Real Estate Inc. General location: South 54th Street and Hwy 370. (Planning Manager)

Mr. Brad Huyck, 10836 Old Mill Road, TD2, was present on behalf of the applicant.

Councilman Cook inquired if there has been any discussion with the Sarpy County Public Works Department regarding 60th Street and the extension of Schram Road. Mr. Huyck replied there has been discussion. He explained this plat does not abut 60th Street. Conversation ensued.

Approval of the Lakewood West Subdivision Agreement.

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

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

Motion was made by Cook, seconded by Welch, to approve the request to final plat 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, Nebraska, except those parts condemned by the State of Nebraska by return of appraisers for Highway 370 right-of-way. Applicant: Woodsonia Real Estate Inc. General Location: South 54th Street and Hwy 370. Roll call vote on motion to approve was as follows: Cook, McCaw, Preister, and Welch voted yes; voting no: none; Absent: Stinson and Burns. Motion carried.

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

RESOLUTIONS:

Resolution No. 2022-11: Approving the proposed FY 2021-2022 Budget for the Sarpy County and Cities Wastewater Agency and authorize the Mayor to sign. (Public Works Director)

Motion was made by Welch, seconded by McCaw, to approve Resolution No. 2022-11: Approving the proposed FY 2021-2022 Budget for the Sarpy County and Cities Wastewater Agency and authorize the Mayor to sign. Roll call vote on motion to approve was as follows: Cook, McCaw, Preister, and Welch voted yes; voting no: none; Absent: Stinson and Burns. Motion carried.

Resolution No. 2022-12: Approving the proposed FY 2022-2023 Budget for the Sarpy County and Cities Wastewater Agency and authorize the Mayor to sign. (Public Works Director)

Motion was made by McCaw, seconded by Preister, to approve Resolution No. 2022-12: Approving the proposed FY 2022-2023 Budget for the Sarpy County and Cities Wastewater Agency and authorize the Mayor to sign. Roll call vote on motion to approve was as follows: Cook, McCaw, Preister, and Welch voted yes; voting no: none; Absent: Stinson and Burns. Motion carried.

Resolution No. 2022-13: Approving the revised Growth Management Plan (GMP) and related policies and procedures for the Sarpy County and Cities Wastewater Agency and authorize the Mayor to sign. (Public Works Director)

Motion was made by Welch, seconded by McCaw, to approve Resolution No. 2022-13: Approving the revised Growth Management Plan (GMP) and related policies and procedures for the Sarpy

MINUTE RECORD

Bellevue City Council Meeting, May 17, 2022, Page 3

County and Cities Wastewater Agency and authorize the Mayor to sign. Roll call vote on motion to approve was as follows: Cook, McCaw, Preister, and Welch voted yes; voting no: none; Absent: Stinson and Burns. Motion carried.

Resolution No. 2022-14: Approving the Third Amendment to the Formation Interlocal Agreement for the Sarpy County and Cities Wastewater Agency FY2022-2023 Budget and authorize the Mayor to sign. (Public Works Director)

Motion was made by Preister, seconded by Welch, to approve Resolution No. 2022-14: Approving the Third Amendment to the Formation Interlocal Agreement for the Sarpy County and Cities Wastewater Agency FY2022-2023 Budget and authorize the Mayor to sign. Roll call vote on motion to approve was as follows: Cook, McCaw, Preister, and Welch voted yes; voting no: none; Absent: Stinson and Burns. Motion carried.

CURRENT BUSINESS:

Approve and authorize Mayor to sign the pre-application for the Community Development Block Grant Disaster Recovery (CDBG-DR) Infrastructure Match Program to the State of Nebraska Department of Economic Development. (Finance Director/CDBG Program Specialist)

Motion was made by Welch, seconded by Preister, to approve and authorize the Mayor to sign the pre-application for the Community Development Block Grant Disaster Recovery (CDBG-DR) Infrastructure Match Program to the State of Nebraska Department of Economic Development. Roll call vote on motion to approve was as follows: Cook, McCaw, Preister, and Welch voted yes; voting no: none; Absent: Stinson and Burns. Motion carried.

Recommend approval of renewal of the School Resource Officer Memorandum of Understanding with Omaha Public Schools and authorize the Mayor to sign. (Police Chief)

Motion was made by Cook, seconded by McCaw, to recommend approval of renewal of the School Resource Officer Memorandum of Understanding with Omaha Public Schools and authorize the Mayor to sign. Roll call vote on motion to approve was as follows: Cook, McCaw, Preister, and Welch voted yes; voting no: none; Absent: Stinson and Burns. Motion carried.

Approve and authorize the Mayor to sign the Collective Bargaining Agreement (CBA) with the International Association of Firefighters Local 4906 for the term of June 5, 2022 through September 30, 2025. (HR Director)

Motion was made by Preister, seconded by Welch, to Approve and authorize the Mayor to sign the Collective Bargaining Agreement (CBA) with the International Association of Firefighters Local 4906 for the term of June 5, 2022 through September 30, 2025. Roll call vote on motion to approve was as follows: Cook, McCaw, Preister, and Welch voted yes; voting no: none; Absent: Stinson and Burns. 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 - May report will be attached to the June 7th Council packet.)

CLOSED SESSION: NONE

ADJOURNMENT

There being no further business to come before the Council at this time, on motion by Welch, seconded by Preister, the meeting was adjourned at 6:18 p.m. Roll call vote on motion to approve was as follows: Cook, McCaw, Preister, and Welch voted yes; voting no: none; Absent: Stinson and Burns. 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 May 17, 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

MINUTE RECORD

Bellevue Planning Commission Meeting, May 26, 2022, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, May 26, 2022, at 6:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Casey, Hankins, Ritz, Aerni, Cutsforth, Ackley, and Compton. Absent were Commissioners Jacobson and Perrin. Also present were Tammi Palm, Planning Department Manager, and Angela Curry, Assistant Planning Manager.

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

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

Motion was made by Casey, seconded by Hankins, to approve the minutes of the April 28, 2022, regular meeting as presented. Upon roll call, all present voted yes. Motion carried unanimously.

Cutsforth asked if there were any updates or additions to staff reports. Palm advised there were no updates or additions.

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

Cutsforth explained the public hearing procedures.

PUBLIC HEARING was held on a request to preliminary plat Lots 1 and 2, Fairview Business Park, being a platting of Tax Lot FB1, part of Tax Lots F1A, H and J, except part for NRD, and Lot 1C, except part for NRD, Palmtag's Subdivision, all located in the Southwest ¼ of Section 11, T13N, R13E of the 6th P.M., Sarpy County, Nebraska; and final plat Lots 1 and 2, Fairview Business Park. Applicant: FFC Holdings, LLC. General location: Fort Crook Road South and Fairview Road. Case #'s: S-2204-12, S-2204-13.

Palm gave an overview of the request. She stated a previous application for ML (Light Manufacturing) zoning was approved for this property last fall. Palm stated the plat is two lots using the existing access off Fort Crook Road South. She stated there is a traffic study in progress which should be completed soon. Palm said the traffic study impacts this property and the surrounding properties zoned ML. She stated building permits would not be issued until staff is able to review the study to determine if any improvements will be required, particularly at the intersection of Fairview Road and Fort Crook Road South. Palm stated the zoning is in place and this application conforms with the Zoning Ordinance and Subdivision Regulations, therefore staff is recommending approval.

Kyle Haase, E & A Consulting Group, 10909 Mill Valley Rd., Omaha, NE., was present on behalf of the applicant. Haase stated he was available to answer questions from the Commission.

Hankins inquired why the traffic study was taking so long. Palm stated this is not the only property involved in the study. She stated Papillion Sanitation recently closed on the property to the west for their headquarters. She indicated the developers also had to wait for information from the State of Nebraska. She stated the traffic study will most likely be completed within the next 30 days.

Casey inquired as to why a traffic study is needed. Palm stated currently there is a stop sign at the intersection of Fort Crook Road South and Fairview Road, so as this area is being developed as light industrial the concern is not only for an increase in traffic but also an increase in truck traffic. Discussion ensued regarding current traffic in the area and the need for improvements.

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

MOTION was made by Ackley, seconded by Ritz, to recommend APPROVAL of a request to preliminary plat Lots 1 and 2, Fairview Business Park, being a platting of Tax Lot FB1, part of Tax Lots F1A, H and J, except part for NRD, and Lot 1C, except part for NRD, Palmtag's Subdivision, all located in the Southwest ¼ of Section 11, T13N, R13E of the 6th P.M., Sarpy County, Nebraska; and final plat Lots 1 and 2, Fairview Business Park. Applicant: FFC Holdings, LLC. General location: Fort Crook Road South and Fairview Road. Case #'s: S-2204-12, S-2204-13. APPROVAL of the application based upon conformance with the Zoning Ordinance, and Comprehensive Plan. Upon roll call, all

MINUTE RECORD

Bellevue Planning Commission Meeting, May 26, 2022, Page 2

present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING ON June 21, 2022.

PUBLIC HEARING was held on a request to rezone the Irregular Northeasterly part of Tax Lots 14A and 14B, located in the Northwest ¼ of Section 23, T13N, R13E of the 6th P.M., Sarpy County Nebraska, from AG to BG for the purpose of commercial development. Applicant: City of Bellevue. General location: Hwy 75 and Hwy 34. Case#: Z-2205-07.

Palm stated this property was recently purchased by the City of Bellevue and there are plans for future development. She stated the city is taking the first step towards that development by requesting the rezoning from AG (Agricultural District) to BG (General Business District). Palm stated the Comprehensive Plan currently designates this area as a regional activity center. She stated this rezoning request is in conformance with the Comprehensive Plan. Palm stated there will be a request for platting in the future.

John Iske, 15402 S. 5th St., Bellevue, NE inquired who is making the decision regarding access points for this property and will homeowners in the area be notified of the proposed access from this parcel. Palm stated when a preliminary plat is proposed it will require homeowner notification within 300 feet of the property and would go through the public hearing process. She stated access to Hwy 34 is set and no additional access to Hwy 34 or Hwy 75 would be allowed by the State. Palm stated through the platting and development process the city will be involved in facilitating the access and street layout. Discussion ensued regarding access points for this property.

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

MOTION was made by Aerni, seconded by Casey, to recommend APPROVAL of a request to rezone the Irregular Northeasterly part of Tax Lots 14A and 14B, located in the Northwest ¼ of Section 23, T13N, R13E of the 6th P.M., Sarpy County Nebraska, from AG to BG for the purpose of commercial development. Applicant: City of Bellevue. General location: Hwy 75 and Hwy 34. Case#: Z-2205-07. APPROVAL based upon conformance with the Zoning Ordinance and Comprehensive Plan. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING ON June 21, 2022.

Meeting adjourned at 6:22 p.m.



Dianna Van Horn
Planning Secretary

MINUTE RECORD

*6.
6/7/2022

CLAIMS FOR JUNE 7, 2022

PAGE 1

MAYOR

U.S. CELLULAR	2022/05/04-06/03 MONTHLY SERVICE	59.73
		<u>\$ 59.73</u>

CITY ADMINISTRATOR

BLACK HILLS ENERGY	2022/03/31-05/02 MONTHLY SERVICE	199.29
CANTEEN	COFFEE SUPPLIES	304.44
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	83.20
METROPOLITAN UTILITIES DIST	2022/04/06-05/05 MONTHLY SERVICE	29.59
OMAHA PUBLIC POWER DISTRICT	2022/04/08-05/10 MONTHLY SERVICE	338.86
RELIANCE STANDARD	DENTAL INSURANCE-MAY 2022	90.72
U.S. CELLULAR	2022/05/04-06/03 MONTHLY SERVICE	96.58
		<u>\$ 1,142.68</u>

CITY COUNCIL

DON PREISTER	REIMB FOR INTERNET	59.99
RELIANCE STANDARD	DENTAL INSURANCE-MAY 2022	81.04
		<u>\$ 141.03</u>

LEGAL

BOBBY BARRATA	SUBPEONA FEE	28.19
MATT SYKORA	SUBPEONA FEE	28.19
QUINN'S QUALITY REPORTING, LTD	DEPOSITION-MAIN ST PROPERTIES	707.85
RELIANCE STANDARD	DENTAL INSURANCE-MAY 2022	60.48
U.S. CELLULAR	2022/05/04-06/03 MONTHLY SERVICE	100.46
		<u>\$ 925.17</u>

CABLE ADVISORY

BLACK HILLS ENERGY	2022/03/31-05/02 MONTHLY SERVICE	149.47
COX BUSINESS SERVICES	2022/05/19-06/18 MONTHLY SERVICE	9.04
METROPOLITAN UTILITIES DIST	2022/04/06-05/05 MONTHLY SERVICE	22.19
OMAHA PUBLIC POWER DISTRICT	2022/04/08-05/10 MONTHLY SERVICE	254.14
RELIANCE STANDARD	DENTAL INSURANCE-MAY 2022	60.48
U.S. CELLULAR	2022/05/04-06/03 MONTHLY SERVICE	54.73
		<u>\$ 550.05</u>

CITY CLERK

BLACK HILLS ENERGY	2022/03/31-05/02 MONTHLY SERVICE	259.07
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	95.82
GRETNA GUIDE & NEWS	LEGAL ADS	928.82
INTERNATIONAL INSTITUTE OF MUNICIPAL	RENEW MEMBERSHIP THRU 2023/6/30	330.00
METROPOLITAN UTILITIES DIST	2022/04/06-05/05 MONTHLY SERVICE	38.47
OMAHA PUBLIC POWER DISTRICT	2022/04/08-05/10 MONTHLY SERVICE	440.51
RELIANCE STANDARD	DENTAL INSURANCE-MAY 2022	60.48
		<u>\$ 2,153.17</u>

FINANCE

AMAZON.COM, LLC	OFFICE SUPPLIES	225.44
BLACK HILLS ENERGY	2022/03/31-05/02 MONTHLY SERVICE	219.22
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	168.93
INDOFF	COPY PAPER	420.00
METROPOLITAN UTILITIES DIST	2022/04/06-05/05 MONTHLY SERVICE	32.55
OMAHA PUBLIC POWER DISTRICT	2022/04/08-05/10 MONTHLY SERVICE	372.74
QUADIENT FINANCE USA, INC	MONTHLY	2,000.00
RELIANCE STANDARD	DENTAL INSURANCE-MAY 2022	211.68
U.S. CELLULAR	2022/05/04-06/03 MONTHLY SERVICE	87.67
		<u>\$ 3,738.23</u>

MINUTE RECORD

CLAIMS FOR JUNE 7, 2022

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LIBRARY

AMAZON.COM, LLC	OFFICE SUPPLIES, PROGRAM SUPPLIES, BOOKS, VIDEOS	4,164.13
BLACK HILLS ENERGY	2022/03/31-05/02 MONTHLY SERVICE	228.56
CAPITAL BUSINESS SYSTEMS, INC	CANON COPIER X C5850i AND ACCESSORIES, PARTIAL GRANT FUNDED	6,294.74
CENGAGE LEARNING, INC	BOOKS	29.59
CENTER POINT LARGE PRINT	BOOKS	87.48
COX BUSINESS SERVICES	2022-04/23-05/22 MONTHLY SERVICE	214.78
DEMCO	SUPPLIES	931.54
ENVISIONWARE, INC	TABLET STATIONS	14,450.00
INDOFF	COPY PAPER	140.97
INGRAM LIBRARY SERVICES	BOOKS	3,968.27
LIBRARY IDEAS	BOOKS	401.55
METROPOLITAN UTILITIES DIST	2022/04/06-05/04 MONTHLY SERVICE	108.31
NEBRASKA GOLDEN SOWER AWARD	SPINE LABELS	10.50
QUADIENT FINANCE USA, INC	2022/04/15 LIBRARY POSTAGE REFILL	600.00
QUADIENT LEASING USA, INC	POSTAGE METER LEASE 2022/6/8-2022/9/22	176.46
RELIANCE STANDARD	DENTAL INSURANCE-MAY 2022	241.92
RUFF WATERS	AQUARIUM MAINTENANCE	65.00
SECRETARY OF STATE	NOTARY COMMISSION-SHELEY	30.00
		\$ 32,143.80

ADMINISTRATIVE

BLACK HILLS ENERGY	2022/03/31-05/02 MONTHLY SERVICE	169.39
IDEAL PURE WATER COMPANY	BOTTLED WATER	59.00
INTEGRATED REHAB	RANDOM DRUG SCREENS	825.00
METROPOLITAN UTILITIES DIST	2022/04/06-05/05 MONTHLY SERVICE	25.15
OMAHA PUBLIC POWER DISTRICT	2022/04/08-05/10 MONTHLY SERVICE	288.03
PAULA HALL	REIMB TRAINING EXPENSES	17.25
RELIANCE STANDARD	DENTAL INSURANCE-MAY 2022	241.92
SOCIETY FOR HUMAN RESOURCE	MEMBERSHIP RENEWAL 2022/7/1-2023/6/30	229.00
U.S. CELLULAR	2022/05/04-06/03 MONTHLY SERVICE	124.73
		\$ 1,979.47

CODE ENFORCEMENT

AMAZON.COM, LLC	OFFICE SUPPLIES	63.15
BLACK HILLS ENERGY	2022/03/31-05/02 MONTHLY SERVICE	26.27
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	90.54
GOVDIRECT, INC	TOUGHBOOKS	12,742.40
METROPOLITAN UTILITIES DIST	2022/04/06-05/05 MONTHLY SERVICE	6.15
OMAHA PUBLIC POWER DISTRICT	2022/04/08-05/10 MONTHLY SERVICE	111.09
PAPILLION SANITATION	CODE DUMPSTER	511.87
RELIANCE STANDARD	DENTAL INSURANCE-MAY 2022	211.68
U.S. CELLULAR	2022/05/04-06/03 MONTHLY SERVICE	332.05
		\$ 14,095.20

PUBLIC WORKS

ALFRED BENESCH & COMPANY	BPW-210414 MS4 ANNUAL REP-2022/4/11-5/8	596.00
AMAZON.COM, LLC	WIRELESS KEYBOARD AND MOUSE	33.99
BLACK HILLS ENERGY	2022/03/31-05/02 MONTHLY SERVICE	44.12
GIFF PROPERTY SERVICES	BPW 210617-APPRAISAL-3002 MECHANIC DR	3,000.00
GIFF PROPERTY SERVICES	BPW 210617-APPRAISAL-36TH & BROOK DR	1,800.00
METROPOLITAN UTILITIES DIST	2022/04/06-05/05 MONTHLY SERVICE	10.33
OMAHA PUBLIC POWER DISTRICT	2022/04/08-05/10 MONTHLY SERVICE	186.56
RELIANCE STANDARD	DENTAL INSURANCE-MAY 2022	181.44
U.S. CELLULAR	2022/05/04-06/03 MONTHLY SERVICE	286.73
		\$ 6,139.17

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PARKS

ALEXANDER LAWN & LANDSCAPE, INC	PARKS MOWING	2,032.80
AMAZON.COM, LLC	CASES FOR PHONES	116.74
A-RELIEF SERVICES	PORTABLE RESTROOMS-CITY BUILDINGS	687.00
BLACK HILLS ENERGY	2022/03/31-05/02 MONTHLY SERVICE	459.45
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	9.77
CLINT WILSON	REIMB FOR CDL LICENSE	63.50
COX BUSINESS SERVICES	2022-04/23-05/22 MONTHLY SERVICE	429.56
CROW LAWN CARE LLC	BPW-220103 ROW MOWING	17,805.80
DOSTALS CONSTRUCTION CO	INSTALL PLAYGROUND-MCCANN PARK	6,200.00
DPS, LLC	BPW-211225 STONECROFT PARK IMP THRU 2022/5/21	153,640.67
HDR ENGINEERING, INC	HAWORTH WW COLLECTION SYSTEM 2022/4/24-5/21	6,910.13
J & J SMALL ENGINE SERVICE	BLADE NOTCHED, SCREWS, BUSHINGS	449.54
JEO CONSULTING GROUP, INC	BPW-211225 STONECROFT PARK IMP THRU MAY 6, 2022	488.75
LAMP RYNEARSON & ASSOCIATES	BPW-210516 PARKS MASTER PLAN THRU APR 23, 2022	14,520.00
MENARDS	REBAR, CORRUGATED TUBING, WEDGE	360.96
METROPOLITAN UTILITIES DIST	2022/04/01-05/04 MONTHLY SERVICE	3,653.08
PRECISE MRM LLC	FLAT DATA PLAN	250.00
RELIANCE STANDARD	DENTAL INSURANCE-MAY 2022	332.64
THIELE GEOTECH	STONECROFT PAVING MATERIAL TESTING	1,463.00
U.S. CELLULAR	2022/05/04-06/03 MONTHLY SERVICE	134.78
WESTLAKE ACE HARDWARE	NYLON ROPES, ANCHOR SHACKLES, GLOVES	111.81
		\$ 210,119.98

RECREATION

ANNETTE COLEMAN	REFUND T-BALL AND COACH PITCH	70.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	31.48
CATHY SIDMAN	REFUND YOUTH SOCCER FEE	15.00
COX BUSINESS SERVICES	2022-04/23-05/22 MONTHLY SERVICE	176.78
DAY ELECTRIC SERVICE, INC	REPAIR LIGHT POLE-BALDWIN FIELD	644.90
GALVIN GLASS	REPLACE BACK WINDOW	299.02
GRACIELA FUERTES	REFUND REED CENTER DEPOSIT	50.00
JAMIE DAWSON	REIMB JR TBALL, SWIMMING LESSONS	165.00
JANELLE BELL	REIMB FOR TRACK FEES	70.00
JUSTIN GOLDSBERRY	REFUND YOUTH SOCCER	15.00
METROPOLITAN UTILITIES DIST	2022/04/06-05/04 MONTHLY SERVICE	97.61
MIDWEST IMPRESSIONS	T-SHIRTS, UMPIRE SHIRTS	852.50
NEW BEGINNINGS WORSHIP CENTER	REFUND FOR 1 TEAM ONLY	60.00
OMAHA MUSICIANS ASSOCIATION	MUSIC IN THE PARKS	1,900.00
READY MIXED CONCRETE COMPANY	CONCRETE-DOWDING POOL	546.63
RELIANCE STANDARD	DENTAL INSURANCE-MAY 2022	60.48
TAMMY MCSHANE	REFUND FOR SWIMMING LESSONS	35.00
U.S. CELLULAR	2022/05/04-06/03 MONTHLY SERVICE	105.90
		\$ 5,195.30

BUILDING MAINTENANCE

ACCESS ELEVATOR & LIFTS, INC	PREVENTIVE MAINTENANCE, SAFETY TESTS	318.00
AQUA-CHEM	CHEMICALS FOR POOLS	1,956.05
BIL-DEN GLASS	SUPPLY AND INSTALL NEW DOOR CLOSER	588.00
BLACK HILLS ENERGY	2022/03/31-05/02 MONTHLY SERVICE	1,821.41
CARPENTER PAPER CO	JANITORIAL SUPPLIES	67.24
DAY ELECTRIC SERVICE, INC	INSTALL ELECTRICAL AND REPLACE POLE	987.00
DAY ELECTRIC SERVICE, INC	REMOVE BOXES AND REINSTALL-SIGLER	472.20
DAY ELECTRIC SERVICE, INC	INSTALL ELECTRICAL AND REPLACE POLE-WASHINGTON	540.50
DAY ELECTRIC SERVICE, INC	REPAIR GFI-DOWDING	205.80
FERGUSON ENTERPRISES INC #1657	PLUMBING SUPPLIES	249.00
FIRE PROTECTION SERVICES, LLC	ANNUAL FIRE ALARM INSPECTION-SENIOR CENTER	1,634.50

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BUILDING MAINTENANCE (cont'd)

JACKSON SERVICES, INC	DOOR MAT SERVICE	123.39
MENARDS	SPRING SNAP, QUICK LINKS, TANK SPRAYER, WEED KILLER, PLANTS, TOOLS, LUMBER	675.46
METROPOLITAN UTILITIES DIST	2022/04/01-05/05 MONTHLY SERVICE	267.14
MMC MECHANICAL CONTRACTORS, INC	HEAT NOT WORKING IN 218	156.50
NEBRASKA STATE FIRE MARSHAL	ELEVATOR INSPECTION	120.00
OVERHEAD DOOR COMPANY	REPAIR DOOR-MAINT SHOP, DIST II AND III	2,021.00
PAT RUSH	REIMB FOR CDL LICENSE	59.50
RELIANCE STANDARD	DENTAL INSURANCE-MAY 2022	272.16
ROCHESTER MIDLAND CORPORATION	WATER ENERGY TEAM FIXED BILLING	327.42
RON CHANDLER	REIMB FOR CDL LICENSE	63.50
SECURITY EQUIPMENT	SECURITY MONITORING 2022/5/1-2022/7/31	2,286.00
STANDARD HEATING & A/C	SERVICE AGREEMENT	141.15
THE HOME DEPOT PRO	JANITORIAL SUPPLIES	2,141.83
TITANIUM FIRE SPRINKLER COMPANY	ANNUAL FIRE SPRINKLER CORRECTIONS	1,010.00
TREES SHRUBS AND MORE	PLANTS, LANDSCAPE SUPPLIES	487.03
TRICO MECHANICAL SERVICES	REPLACE MINI SPLIT-SATELLITE BLDG, FREON, SERVICE LABOR	6,672.20
U.S. CELLULAR	2022/05/04-06/03 MONTHLY SERVICE	127.47
WESTLAKE ACE HARDWARE	LIGHTS, PLANTS, HOSE, TRIMMER LINE, SUPPLIES	285.28
		\$ 26,076.73

CEMETERY

BLACK HILLS ENERGY	2022/03/31-05/02 MONTHLY SERVICE	36.07
COX BUSINESS SERVICES	2022-04/23-05/22 MONTHLY SERVICE	166.78
HUGHES TREE SERVICE	TREE REMOVAL-1300 LORD BLVD	5,125.00
MENARDS	PLANTS	14.80
METROPOLITAN UTILITIES DIST	2022/04/06-05/04 MONTHLY SERVICE	89.97
PULVERENTE MONUMENT COMPANY, LLC	MAUS DOORS	150.00
RELIANCE STANDARD	DENTAL INSURANCE-MAY 2022	60.48
TREES SHRUBS AND MORE	LANDSCAPE SUPPLIES	322.67
U.S. CELLULAR	2022/05/04-06/03 MONTHLY SERVICE	45.74
WESTLAKE ACE HARDWARE	WEEDCLEAR, TRIMMER LINE, MULCH	197.67
		\$ 6,209.18

STREETS

ALFRED BENESCH & COMPANY	BPW-190815 CAPEHART RD-2022/4/11-5/8	5,686.50
ALFRED BENESCH & COMPANY	BPW-220104 2000 CONCRETE PROJ-2022/4/11-5/8	2,456.22
AMAZON.COM, LLC	OFFICE SUPPLIES, CASES FOR PHONES	234.57
BLACK HILLS ENERGY	2022/03/31-05/02 MONTHLY SERVICE	1,262.52
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	21.06
COX BUSINESS SERVICES	2022/03/23-04/22 MONTHLY SERVICE	548.34
DAY ELECTRIC SERVICE, INC	INSTALL TRANSFER SWITCH FOR GENERATOR	1,083.22
FELSBURG HOLT & ULLEVIG, INC	BPW-220107 GALVIN RD PED IMP- 2022/4/1-4/30	5,211.32
HGM ASSOCIATES INC	BPW-211224 BRIDGE REPAIR HARLAN DR THRU 2022/5/15	3,808.29
INDEPENDENT SALT CO	ICE CONTROL SALT	3,321.75
INDOFF	COPY PAPER	210.00
JACOBS ENGINEERING GROUP, INC	BPW-210106 STORM DRAINAGE 2022/2/26-4/29	34,965.96
KERSTEN PRECAST CONCRETE LLC	SEWER COVER, INLETS	5,874.00
LAMP RYNEARSON	NORMANDY HILLS STREET COSTS-ANNEXED	489.40
LOGAN CONTRACTORS SUPPLY	OVERFOOT BOOT	33.00
MENARDS	TOOLS, LUMBER, CONCRETE	257.44
METROPOLITAN UTILITIES DIST	2022/04/06-05/04 MONTHLY SERVICE	629.16
MICHAEL TODD & COMPANY	SAW BLADE, BROOM, FLAGS	1,801.60
MID-AMERICAN SIGNAL	206L POWER SUPPLIES FOR TRAFFIC SIGNALS	3,470.00
MIDWEST FENCE COMPANY	MOBILIZATION, GUARDRAIL	12,597.11
NEBRASKA DEPARTMENT OF	BPW-180105 36TH ST - SHERIDAN	229,837.11
OMAHA PUBLIC POWER DISTRICT	2022/03/28-04/28 MONTHLY SERVICE	70,536.85
OMAHA PUBLIC POWER DISTRICT	2022/03/21-04/18 MONTHLY SERVICE	2,790.11
READY MIXED CONCRETE COMPANY	CONCRETE	46,430.76
RELIANCE STANDARD	DENTAL INSURANCE-MAY 2022	927.76
U.S. CELLULAR	2022/05/04-06/03 MONTHLY SERVICE	209.91
		\$ 434,693.96

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FLEET MAINTENANCE

911 CUSTOM, LLC	ION SERIES LINEAR SPLIT	188.78
AA WHEEL & TRUCK SUPPLY, INC	LED UNI-LITE W/GROMMET, BREAK-AWAY KIT	162.07
ALLIED OIL & SUPPLY COMPANY	BULK OIL, GREASE	3,717.98
AMAZON.COM, LLC	CHANNEL MOUNT TRAILER COUPLER, FOLDING STEP, RELAYS, VACUUM FILTER, SEAT FOR GATORS	537.05
ANDERSON FORD	REPLACE CRANKCASE FILTER	478.57
AUTO VALUE PARTS - SOUTH OMAHA	COOLANT FAN RELAY, FILTERS, CLOTH ROOLS. THREADBLOCKER, GASKET SET	416.74
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS, FORNEY, EXHAUST PARTS, MUFFLER CLAMP, PRIMELINE	2,009.94
BAXTER CHRYSLER DODGE JEEP RAM	COOLER-CONDENSER, CYINDER BASKET, SOLENOID, EXHAUST VALVE	1,032.11
BAXTER FORD	SEAL ASSEMBLY, FUEL TANK, PLUG, SENSORS, DEFLECTOR, BUMPER, INSULATOR, REMAN TURBO CHARGER	4,416.12
BLACK HILLS ENERGY	2022/03/31-05/02 MONTHLY SERVICE	574.66
BOBCAT OF OMAHA	SPRINGS, GASKETS, SOLENOID, SEALANT, MOUNT, FILTERS	1,070.22
CAPE TRUCK ACCESSORIES	BACKRACKS-ST1, ST2 AND ST206	1,032.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	93.64
CORNHUSKER INTERNATIONAL TRUCKS	FILTERS, QUICK VALVE RELEASE	609.46
COX BUSINESS SERVICES	2022-04/23-05/22 MONTHLY SERVICE	214.78
CUMMINS SALES AND SERVICE	NITROGEN OXIDE SENSORS, EGR COOLER, CONNECTORS	3,347.19
DIESEL SPECIALITIES OF OMAHA	REMAN INJECTOR, VALVE COVER	350.09
DULTMEIER SALES LLC	EXTENSION ASSEMBLY	25.60
FACTORY MOTOR PARTS CO	COOLING MOTOR, RESISTOR ASSY, AIR CLEANER, FILTERS	132.01
FARM PLAN	CARBURATOR	51.33
GRAHAM TIRE COMPANY	TIRES	1,222.83
INTERSTATE BATTERIES	BATTERIES	1,173.86
J & J SMALL ENGINE SERVICE	SPRING GOVERNOR, IDLER PULLEY, FILTERS, FUEL PULLEYS	782.17
JIM HAWK TRUCK TRAILERS	FLAP, CARTRIDGE	113.19
KRIHA FLUID POWER CO	HOSE, BULKHEAD, NIPPLE, REDUCER	86.11
LAMPE'S CLEAN AIR SPECIALISTS	FOAM PAD	52.40
LAURSEN ASPHALT REPAIR EQUIPMENT	RETENTION RING, GASKETS, CONTROLLER	644.47
LIBRA SAFETY PRODUCTS	LENS CLEANING WIPES	42.00
LOGAN CONTRACTORS SUPPLY	POWER RELAY, BELLY PAN INSULATION	293.67
MACQUEEN EQUIPMENT, LLC	ACTUATOR, WEATHERSTRIP	661.63
MARK HYDRAULICS COMPANY	REBUILD PUMP, PARTS	496.70
MARKING REFRIGERATION, INC	REPAIR TO A/C RECOVERY UNIT	1,062.85
MATHESON TRI-GAS INC	WELDING SUPPLIES	1,048.26
MENARDS	PROOF COIL, RATCHET, SUPPLIES	208.88
METROPOLITAN UTILITIES DIST	2022/04/06-05/05 MONTHLY SERVICE	122.81
MICHAEL TODD & COMPANY	STORAGE TANK, WELD-ON STAKE POCKETS, OUTRIGGER PADS	1,537.04
MIDLANDS AUTO REPAIR	ALIGNMENT	70.00
NAPA AUTO PARTS	GAS CAP, FILTERS, PULLEY, CARB CLEANER, MUD FLAPS, REMAN STARTER, REMAN BRAKE BOOSTER, FITTINGS, BUSHINGS	3,104.38
NEBRASKA IOWA INDUSTRIAL FASTENERS	LOCK NUTS, CRIMPED END BRUSH, DRILL BITS, BOLTS, NUTS	727.21
ORBIT SCREENS, INC	DRIVE WHEELS, DISH WIRE	1,998.00
PANKONIN'S	GUARD ASSEMBLY	213.94
POWERPLAN	FILTER ELEMENTS, TOOTH, ACTUATOR	3,207.34
RADIATOR DEPOT	EVAPORATOR	45.00
RELIANCE STANDARD	DENTAL INSURANCE-MAY 2022	402.80
SEAGRAVES FIRE APPARATUS, LLC	TIE ROD ENDS	395.70
STATE STEEL	HOT ROLLED STRIP	7,549.93
TOOL SHED OF OMAHA	CARBIDE TIP HOLE SAW, CUTOFF WHEEL	536.64
TRUCK CENTER COMPANIES-OMAHA	CABLE	24.94
TY'S OUTDOOR POWER & SERVICE	BOLTS, BLADES, SWITCH	185.59
U.S. CELLULAR	2022/05/04-06/03 MONTHLY SERVICE	26.33
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	237.43
WAYTEK, INC	RESISTORS	24.75
WELDON PARTS INC	ADAPTER CABLE, CHECK VALVE	71.88
WOODHOUSE PARTS DIRECT	DIAGNOSE NOISE AND REPAIR	260.19
		\$ 49,091.26

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SOLID WASTE

PAPILLION SANITATION	GLASS RECYCLING	675.24
PAPILLION SANITATION	TRASH HAULING FEES-APR 2022	315,781.56
		\$ 316,456.80

PLANNING

BLACK HILLS ENERGY	2022/03/31-05/02 MONTHLY SERVICE	39.91
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	83.65
GRETNA GUIDE & NEWS	LEGAL ADS	13.47
METROPOLITAN UTILITIES DIST	2022/04/06-05/05 MONTHLY SERVICE	9.34
OMAHA PUBLIC POWER DISTRICT	2022/04/08-05/10 MONTHLY SERVICE	168.75
RELIANCE STANDARD	DENTAL INSURANCE-MAY 2022	90.72
U.S. CELLULAR	2022/05/04-06/03 MONTHLY SERVICE	30.77
		\$ 436.61

PERMITS & INSPECTIONS

ARROW ARCHITECTURE	PERMIT DENIED-REFUND 80%	313.40
BLACK HILLS ENERGY	2022/03/31-05/02 MONTHLY SERVICE	53.32
METROPOLITAN UTILITIES DIST	2022/04/06-05/05 MONTHLY SERVICE	12.49
OMAHA PUBLIC POWER DISTRICT	2022/04/08-05/10 MONTHLY SERVICE	225.47
RELIANCE STANDARD	DENTAL INSURANCE-MAY 2022	272.16
U.S. CELLULAR	2022/05/04-06/03 MONTHLY SERVICE	274.41
		\$ 1,151.25

POLICE

ABM SUPPLY	ULTRA LIGHT WEIGHT HELMETS, HEADSETS	7,342.50
AMAZON.COM, LLC	OFFICE SUPPLIES, HEADSETS, SHOWER CURTAIN, PICTURE FRAMES, SCOPE INGS	2,132.27
ARCHIVESOCIAL	SOCIAL MEDIA ARCHIVING SUBSCRIPTION 2022/5/5-9/30	2,428.47
AUTO BODY AUTHORITY	BODY REPAIR-UNIT 603	7,009.69
BENEFIT PLANS	POLICE PENSION PLAN-MAY 2022 MD, JG, MG	8,817.56
BLACK HILLS ENERGY	2022/03/31-05/02 MONTHLY SERVICE	944.96
BODY BASICS FITNESS EQUIPMENT	FITNESS CHAIR	320.00
BULLSEYE PDR, INC	BODY REPAIR-UNIT 105	175.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	284.81
CLYDE ARMORY	CUSTOM RIFLE	4,996.00
COMPCHOICE OCCUPATIONAL HEALTH	MEDICAL TESTING FOR NEW RECRUITS	1,174.26
CONNER PSYCHOLOGICAL SERVICES PC	PRE-EMPLOYMENT PSYCH EVALUATIONS	770.00
CONSOLIDATED MANAGEMENT CO	MEALS FOR TRAINING AT THE ACADEMY	58.10
COX BUSINESS SERVICES	2022-04/23-05/22 MONTHLY SERVICE	369.98
DAY ELECTRIC SERVICE, INC	ELECTRICAL FOR NEW OFFICES	6,524.85
DON'S PIONEER UNIFORMS	TACTICAL VEST	1,627.26
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	200.00
ENTERPRISE FM TRUST	DEA VEHICLE LEASE-MAY 2022	556.70
EVAN SWANSON	REIMB PER DIEM EXPENSES	76.50
FIRE PROTECTION SERVICES, LLC	ANNUAL FIRE EXTINGUISHERS INSPECTION	1,474.00
GALLO PROFESSIONAL POLYGRAPH SERVICES,	POLYGRAPH SERVICES	800.00
GRAPHIC DESIGNS INTERNATIONAL, LLC	INSTALL GRAPHICS-PASSENGER -UNIT 603	439.50
GRAYBAR ELECTRIC	ELECTRICAL-LPR PROJECT	3,513.95
GREAT PLAINS UNIFORMS	BLAZER UNIFORM, OUTERWEAR COAT	771.99
J P COOKE COMPANY	POCKET STAMPERS	96.85
JACKSON SERVICES, INC	DOOR MAT SERVICE	315.05
JEREMY JOHNSON PHOTOGRAPHERS	DEPARTMENT PHOTO AND FRAME	316.14
KEATING O'GARA NEDVED & PETER PC LLC	LEGAL FEES-SETTLEMENT	103,384.39
MENARDS	27 GALLON TOTES, LUMBER	181.02
METAL LOGOS	INTERIOR SIGNS	59.92
METROPOLITAN UTILITIES DIST	2022/04/06-05/05 MONTHLY SERVICE	221.27
MID-AMERICAN SIGNAL	ENCLOSURE SIDE CABINET	467.05
MIDWEST FIREARM SOLUTIONS	SNIPER RIFLE AND ACCESSORIES	2,260.00
MIKE PETTIT	REIMB DIEM EXPENSES	127.50
MOTOROLA SOLUTIONS, INC	CRUISERS VIDEO SYSTEM AND BODY CAMERAS, VIDEO EQUIPMENT	7,304.00

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POLICE (cont'd)

NEBRASKA DEPARTMENT OF LABOR/FINANCE UNDERCOVER PLATES		6.60
NEBRASKA INTERACTIVE LLC	SWIPE MACHINES	360.00
NEBRASKA LAW ENFORCEMENT TRAINING CENTER	TUITION, LODGING-JEZEK	610.00
NICHOLAS GREINER	REIMB PER DIEM EXPENSES	127.50
NORTH AMERICAN RESCUE	MEDICAL SUPPLIES	4,918.53
OFFUTT COLLISION REPAIR CENTER	REPAIR CRUISER DAMAGE	9,985.25
OMAHA PUBLIC POWER DISTRICT	2022/04/08-05/10 MONTHLY SERVICE	3,995.60
OMNIGO SOFTWARE, LLC	RENEW ANNUAL LICENSES AND FEES-2022/6/28-2023/6/27	2,103.75
PRIORITY 1 FITNESS	FITNESS EQUIP PREVENTIVE MAINT-2022/6/1-2023-5-31	450.00
RAY ALLEN MANUFACTURING CO	K9 SUPPLIES FOR NEW HANDLER	346.96
RELIANCE STANDARD	DENTAL INSURANCE-MAY 2022	3,873.12
ROBOTEX, INC	REPAIR TO ROBOT	1,325.06
SECRETARY OF STATE	RENEW NOTARY APPLICATION-LAMPMAN	30.00
SIRCHIE FINGERPRINT LABS	FORENSIC SCALES FOR FINGERPRINTING	107.06
STOP STICK, LTD	STOP STICK KIT AND STORAGE BAG	1,887.00
TAPCO	TRAINING-IN-PROGRES SIGNS	772.00
THE BLIND GUY	BLINDS FOR NEW OFFICES	624.38
THUNDER POWER RC	BATTERY FOR SWAT ROBOT	150.31
U.S. CELLULAR	2022/04/09-05/08 MONTHLY SERVICE	3,462.58
V & V MANUFACTURING	REPLACEMENT BADGES	1,453.60
VERIZON WIRELESS	2022/03/24-04/23 MONTHLY SERVICE	2,080.54
WATCHGUARD VIDEO	BODY WEARABLE CAMERA, BATTERIES FOR MICROPHONES	2,077.50
		\$ 208,288.88

FIRE & RESCUE

AIRGAS USA, LLC	MEDICAL OXYGEN	258.78
AMAZON.COM, LLC	MENS BOOTS, PRINTER SUPPLIES, PHONE CASES, SUPPLIES, PANTS, CICSO LICENSE	1,855.71
BLACK HILLS ENERGY	2022/03/31-05/02 MONTHLY SERVICE	1,022.58
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	4,170.89
COX BUSINESS SERVICES	2022-04/23-05/22 MONTHLY SERVICE	1,851.73
CUSTOM OFFICE SOLUTIONS	OFFICE FURNITURE	530.00
FASTENAL COMPANY	ANCHORS, BITS	126.59
GREAT PLAINS UNIFORMS	UNIFORMS	4,698.00
J.D. CASEY CO	CAR WASH SOAP	229.92
MENARDS	FANS	89.97
METROPOLITAN UTILITIES DIST	2022/04/06-05/04 MONTHLY SERVICE	3,428.56
OMAHA PUBLIC POWER DISTRICT	2022/03/28-04/28 MONTHLY SERVICE	33.08
RELIANCE STANDARD	DENTAL INSURANCE-MAY 2022	2,640.56
SANDRY FIRE SUPPLY, LLC	BUNKER GEAR	9,748.00
TELEFLEX FUNDING, LLC	MEDICAL SUPPLIES	550.00
U.S. CELLULAR	2022/05/04-06/03 MONTHLY SERVICE	1,189.31
WAYSTAR INC	MONTHLY PROF CLAIM FEES	405.52
ZOLL DATA SYSTEMS INC	BILLING	1,105.00
ZOLL MEDICAL CORPORATION	MEDICAL SUPPLIES	2,260.40
		\$ 36,194.60

NON-DEPARTMENTAL/CONTRACTS

BOBCAT OF OMAHA	RENT TREE SPADE	136.80
CENTURY LINK	2022/05/01-05/31 MONTHLY SERVICE	556.14
COX BUSINESS SERVICES	2022-04/23-05/22 MONTHLY SERVICE	1,276.74
HEARTLAND MARKETING &	2021 BELLEVUE ANNUAL REPORT	21,960.80
LOCKTON COMPANIES, LLC	WELLNESS PROGRAM-MAY 2022	1,815.00
NE-DEPARTMENT OF REVENUE	2022/04 SALES TAX	121.48
PM AM CORPORATION	ALARM FEES-APR 2022	2,260.00
TRISTAR RISK MANAGEMENT, INC	RE-OPEN WORK COMP CLAIM 21858215	758.00
		\$ 28,884.96

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INFORMATION TECHNOLOGY

AT&T MOBILITY	2022/03/25-04/21 MONTHLY SERVICE	86.28
AMAZON.COM, LLC	USB WALL PLUG IN CHARGERS, TRANSCEIVERS, EARPIECE	989.70
DELL MARKETING L.P.	POWERSTORE UPGRADES	25,152.00
MNJ TECHNOLOGIES DIRECT, INC	BARRACUDA UPGRADE	1,170.00
MOTOROLA SOLUTIONS, INC	DESKTOP CHARGER, CISCO LICENSE, OFFICE SUPPLIES	501.15
ONE CALL CONCEPTS	LOCATES	7.40
TJ CABLE	LOCATES	150.00
		<u>\$ 28,056.53</u>

2206 LONGO DR -NEW LIBRARY BUILDING

ROYALTY ROOFING & RENOVATIONS	REPLACE ROOF-NEW LIBRARY BUILDING	126,285.80
		<u>\$ 126,285.80</u>

WASTEWATER

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	41.83
CENTURY LINK	2022/05/04-06/03 MONTHLY SERVICE	56.89
COX BUSINESS SERVICES	2022-04/23-05/22 MONTHLY SERVICE	386.78
ELLIOTT EQUIPMENT CO	MAINTENANCE ON 2018 FREIGHTLINER, SCREW TOP PLATE	3,997.09
GRAINGER	GLOVES, LIQUID TRANSFER TANK	1,007.41
HDR ENGINEERING, INC	BPW-201109 SO LIFT STATION 2022/4/24-5/21	11,335.64
JUDDS BROS CONSTRUCTION CO	BPW-201109 SO LIFT STATION TO 2022/4/30	274,093.42
MENARDS	WASHER, TOGGLE BOLT, DRAIN HOSE, SUPPLIES	328.61
METROPOLITAN UTILITIES DIST	2022/04/06-05/05 MONTHLY SERVICE	409.76
READY MIXED CONCRETE COMPANY	CONCRETE	811.95
RELIANCE STANDARD	DENTAL INSURANCE-MAY 2022	393.12
U.S. CELLULAR	2022/05/04-06/03 MONTHLY SERVICE	821.51
WESTLAKE ACE HARDWARE	KEY STOCK	3.99
		<u>\$ 293,688.00</u>

ECONOMIC DEVELOPMENT- LB840

LAMP RYNEARSON & ASSOCIATES	ALTA SURVEY THRU APR 30, 2022	11,000.00
		<u>\$ 11,000.00</u>

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CDBG CONSULTANT FEE-APR 2022	4,151.25
ABBY HIGHLAND	CDBG CONSULTANT EXPENSES-MAY 8/11, 2022	1,322.50
		<u>\$ 5,473.75</u>

FEDERAL FORFEITURES

VERIZON WIRELESS	2022/03/22-04/21 MONTHLY SERVICE	447.38
		<u>\$ 447.38</u>

TOTAL CLAIMS FOR JUNE 7, 2022 \$ 1,850,818.67

TOTAL PAYROLL FOR MAY 13, 2022 \$ 1,382,583.40

TOTAL PAYROLL FOR MAY 27, 2022 \$ 1,348,460.74

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

10a.
6/7/2022

COUNCIL MEETING DATE: 06/07/2022		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input checked="" 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:

Application for new Manager for Kwik Shop Inc. dba Kwik Shop 675; 670; 689; and 688" at 502 W. Mission Ave.; 2103 Capehart Rd.; 4151 Harrison Street; and 602 Galvin Rd. (respectively), Bellevue.

SYNOPSIS/BACKGROUND:

Kwik Shop Inc. dba Kwik Shop 675; 670; 689; and 688" at 502 W. Mission Ave.; 2103 Capehart Rd.; 4151 Harrison Street; and 602 Galvin Rd. (respectively), Bellevue would like recommendation to approve Rosalind Sells as the new Manager. Applications are turned directly into the NE Liquor Control Commission by the applicant then forwarded on to the City Clerk's Office by the NE Liquor Control Commission. The Clerk sends application to be reviewed by the Police and then submitted to the City Council for review and recommendation, and then forwarded to the NE Liquor Control Commission for final approval (if there are no issues).

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:

Recommend approval of application for Rosalind Sells as new Manager for Kwik Shop Inc. dba Kwik Shop 675; 670; 689; and 688" at 502 W. Mission Ave.; 2103 Capehart Rd.; 4151 Harrison Street; and 602 Galvin Rd. (respectively), Bellevue.

ATTACHMENTS:

- | | | |
|---|---|-------------------------|
| 1. <input type="text" value="Application"/> | 2. <input type="text" value="Police 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: _____

A. B. Robbins

[Signature]

[Signature]

Rosalind Sells x9

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



FORM MUST BE COMPLETELY FILLED OUT IN ORDER FOR APPLICATION TO BE PROCESSED

MANAGER MUST:

- Complete all sections of the application. Be sure it is signed by a member or corporate officer.
✓ corporate officer or member must be an individual on file with the Liquor Control Commission
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: US birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the State of Nebraska, include a copy of voter card or print document from Secretary of State website with application

Spouse who will not participate in the business, spouse must:
training exp 3/16/2025

- Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half; the manager completes the bottom half. **Be sure to complete both halves of this form.**
- Need not answer question #1 of the application

NA

Spouse who will participate in the business, the spouse must:

- Sign the application
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the state of Nebraska, include a copy of voter card with application
- Spousal Affidavit of Non Participation Insert **not** required

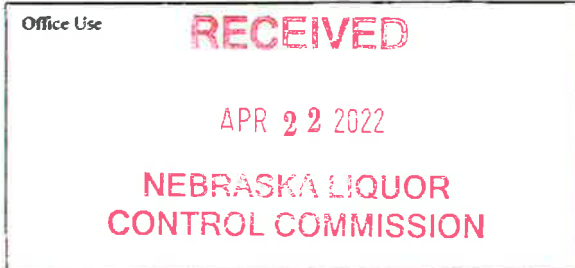
NA



*04/22/2022
019*

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form MUST be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: **KWIK SHOP, INC.**

Premise information

Liquor License Number: **067215** Class Type **D** (if new application leave blank)
Premise Trade Name DBA: **KWIK SHOP #675**
Premise Street Address: **502 W MISSION AVE**
City: **BELLEVUE** County: **SARPY** Zip Code: **68005**
Premise Phone Number: **(402) 291-2967**
Premise Email address: **00675mgr.kw@stores.kwikshop.com**

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)



2200005324

0400
0-19

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use

RECEIVED

APR 22 2022

NEBRASKA LIQUOR
CONTROL COMMISSION

MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: **KWIK SHOP, INC.**

Premise information

Liquor License Number: **069303** Class Type **D** (if new application leave blank)
Premise Trade Name DBA: **KWIK SHOP #670**
Premise Street Address: **2103 CAPEHART RD**
City: **BELLEVUE** County: **SARPY** Zip Code: **68123**
Premise Phone Number: **(402) 291-2347**
Premise Email address: **00670mgr.kw@stores.kwikshop.com**

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).


SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)



2200005327

6400
0019

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form MUST be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: KWIK SHOP, INC.

Premise information

Liquor License Number: 076568 Class Type D (if new application leave blank)
Premise Trade Name DBA: KWIK SHOP #689
Premise Street Address: 4151 HARRISON ST
City: BELLEVUE County: SARPY Zip Code: 68147
Premise Phone Number: (402) 734-5836
Premise Email address: 00689mgr.kw@stores.kwikshop.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).


SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)



2200005328

0400
0014

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form MUST be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: KWIK SHOP, INC.

Premise information

Liquor License Number: 086056 Class Type D (if new application leave blank)
Premise Trade Name DBA: KWIK SHOP #688
Premise Street Address: 602 GALVIN RD
City: BELLEVUE County: SARPY Zip Code: 68005
Premise Phone Number: (402) 292-9629
Premise Email address: 00688mgr.kw@stores.kwikshop.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).


SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)



2200005330

0400
004

Mandatory information must be completed before release print clearly

Last Name: Sells First Name: Rosalind MI: R

Home Address: 4572 Meredith Avenue

City: Omaha County: Douglas Zip Code: 68104

Home Phone Number: 402-427-4060

Driver's License Number & State: [REDACTED]

Social Security Number: [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: Beaumont, Texas

Email address: rosalind.sells@eg-america.com

Emergency contact information (Even if spouse)

YES NO

Spouse information

Spouses Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____

Driver's License Number & State: _____

Date Of Birth: _____ Place Of Birth: _____

Must list period(s) of residence for spouse

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Omaha, NE	2003	Current			

MANAGER/LEAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
1998	Current	EG America	Josh Kangley	605-595-4160
1997	1998	VonMaur	Too long ago to remember	

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, **EVER** been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Rosalind Sells	09/01/2018	Omaha, NE	Moving violation	Guilty / \$1.00 fine
Rosalind Sells	03/22/2011	Omaha, NE	Speeding Ticket	Fine

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

To the best of my Knowledge - It has been years so may have been another store also -Kwik Shop #653, Kwik Shop #660

IF YES, list the name of the premise(s):

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: 03/06/2022 Name on Certificate: Nebraska RBST

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Rosalind Sells	03/06/2022	Nebraska Responsible Beverage Service Training

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Rosalind Sells / Manager	1998-2007	Kwik Shop 9606 F Street / Kwik Shop 5929 N 72nd Street
		Both located in Omaha, NE

5. Have you enclosed form 147 regarding fingerprints?

YES NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending-institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has NO interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

Rosalind Sells
Signature of Manager Applicant

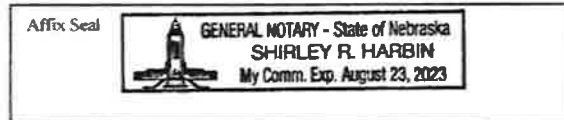
Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of Sarpy The foregoing instrument was acknowledged before me this

March 8, 2022 by Rosalind Sells
date NAME OF PERSON BEING ACKNOWLEDGED

Shirley R. Harbin
Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

APPLICATION FOR LIQUOR LICENSE
AND CORPORATE MANAGER

POLICE REPORT

Date of City Council Meeting: June 7, 2022 Due to City Clerk: May 20, 2022

Applicant: Kwik Shop Inc. dba Kwik Shop 675; 670; 689; and 688"

Location/Address: 502 W. Mission Ave.; 2103 Capehart Rd.; 4151 Harrison Street; and 602 Galvin Rd. (respectively), Bellevue.

Requested Action:


Recommendation to approve application for Rosalind Sells as Manager for Kwik Shop Inc. dba Kwik Shop 675; 670; 689; and 688" at 502 W. Mission Ave.; 2103 Capehart Rd.; 4151 Harrison Street; and 602 Galvin Rd. (respectively), Bellevue.

Individuals to be Checked:

	<u>Name & Address</u>	<u>DOB</u>
1.	<u>Rosalind R Sells, 4572 Meredith Avenue, Omaha, NE 68104</u>	<u></u>
2.	<u></u>	<u></u>

Comments:

Approved

Signature of Reviewer: 

Date: 5/13/2022

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

10b.
6/7/2022

COUNCIL MEETING DATE: 06/07/2022		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input checked="" 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:

Application for Moran's Grill LLC dba "Moran's Grill" for Class "CK" Liquor License at 3909 Twin Creek Drive, Bellevue to sell beer, wine, and distilled spirits and Steven Kranau as Manager.

SYNOPSIS/BACKGROUND:

Moran's Grill LLC dba "Moran's Grill" would like a Class "CK" Liquor License to sell beer, wine, and distilled spirits, On and Off Sale at 3909 Twin Creek Drive, Bellevue and for Steven Kranau as Manager. Applications are turned directly into the NE Liquor Control Commission by the applicant then forwarded on to the City Clerk's Office by the NE Liquor Control Commission. The Clerk publishes a hearing notice and the application is reviewed by the Police, Planning and Clerk and then submitted to the City Council for review and recommendation, and then forwarded to the NE Liquor Control Commission for final approval (if there are no issues).

FISCAL IMPACT: \$1115.00/year BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Recommend approval of application Moran's Grill LLC dba "Moran's Grill" for a Class "CK" Liquor License to sell beer, wine, and distilled spirits, On and Off Sale at 3909 Twin Creek Drive, Bellevue and for Steven Kranau as Manager.

ATTACHMENTS:

1. Application	2. Clerk's Report	3. Planning Report
4. Police Report	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:




APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.frontdesk@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

License Class: CK

License Number:
124914



<u>Office Use Only</u>	? App marked yes but not included
NEW <input checked="" type="checkbox"/> REPLACING <u>DU5370</u>	TOP Yes/No <input checked="" type="checkbox"/>
Hot List Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Initial: <u>BH</u>

PLEASE READ CAREFULLY

See directions on the next page. Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.

APPLICANT NAME Steven DuWayne Kranau Moran's Grill LLC

TRADE (DBA) NAME Moran's Grill

PREVIOUS TRADE (DBA) NAME n/a

CONTACT NAME AND PHONE NUMBER Steven D. Kranau, 402-681-8004

CONTACT EMAIL ADDRESS moransgrill@gmail.com

Lxw?
Diagram

102
125

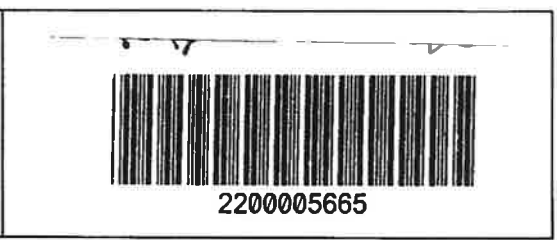
Office use only

PAYMENT TYPE CK 1202

AMOUNT \$400- RCPT

RECEIVED: 4/20/22

DATE DEPOSITED 3/31/20



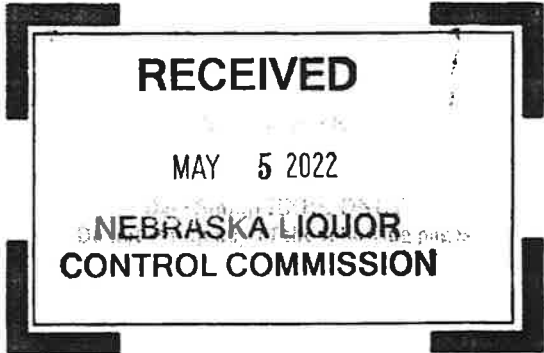
FORM 100
REV 1/10/2022
RECEIVED

APPLICATION FOR CATERING ENDORSEMENT TO LICENSE

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
website: www.lcc.nebraska.gov

License
Class: K

License
Number: _____



- Application fee \$100.00
- Please pay online at: www.ne.gov/go/NLCCpayport
- Processing time is approx. 45-60 days from receipt of application by the Nebraska Liquor Control Commission

LICENSEE

Moran's Grill, LLC

TRADE NAME

Moran's Grill

PREMISES ADDRESS

3909 Twin Creek Drive

CITY

Bellevue

ZIP CODE

68123

CONTACT PERSON

Steven Kranau

PHONE NUMBER

402-677-1142

EMAIL

moransgrill@gmail.com

Steven Kranau
Signature of **AUTHORIZED LICENSEE REPRESENTATIVE**

(Do not sign until in the presence of the Notary Public)

Steven Kranau

Printed Name of **AUTHORIZED LICENSEE REPRESENTATIVE**

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me this:

April 14, 2022
(Date)

By: Steven Kranau
Name of person signing document in front of Notary

Kathleen M. Foster
Notary Public Signature



DIRECTIONS

Each item must be included with your application

1. Application fee of \$400 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission
2. Enclose the appropriate application forms
 - Individual License (Form 104)
 - Partnership License (Form 105)
 - Corporate License (Form 101 & Form 103)
 - Limited Liability Company (LLC) (Form 102 & Form 103)
Corporation or Limited Liability Company (LLC) must be active with the Nebraska Secretary of State
3. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
 - a. For residency enclose proof of registered voter in Nebraska
 - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
 - c. See Applicant Guidelines for further assistance
4. Form 147 - Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures".
5. If purchasing an already licensed business; include Form 125—Temporary Operating Permit (TOP)
 - a. Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
 - b. Provide a copy of the business purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
 - c. Provide a copy of alcohol inventory being purchased (must include quantity, brand name and container size)
 - d. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
6. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
7. If building is being leased, send a copy of signed lease in the name of the applicant. Lease term must run through the license year being applied for.
8. Submit a copy of your business plan.

**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS**

RETAIL LICENSE(S)

**CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31
ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30**

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY**
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE**
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES NO
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY**
- F BOTTLE CLUB,
- I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES NO
- J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
- AB BEER, ON AND OFF SALE
- AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
- Class K Catering endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license
- Class G Growler endorsement (Submit Form 165) – Class C licenses only

**Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES NO

ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE LICENSE IS ISSUED

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert FORM 104)
- Partnership License (requires insert FORM 105)
- Corporate License (requires FORM 101 & FORM 103)
- Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)

Name Kathleen M. Foster Phone Number 402-991-8919
Firm Name Peterson & Foster Law
Email address kfoster@petersonfosterlaw.com

Should we contact you with any questions on the application? YES NO

PREMISES INFORMATION

Trade Name (doing business as) Moran's Grill

Street Address 3909 Twin Creek Drive, Ste 105-108

City Bellevue County Sarpy Zip Code 68123-

Premises Telephone number 402-677-1142 4179

Business e-mail address moransgrill@gmail.com

Is this location inside the city/village corporate limits YES NO

MAILING ADDRESS (where you want to receive mail from the Commission)

Check if same as premises

Name Moran's Grill, c/o Steven Kranau

Street Address 2140 Glacier Drive

City Papillion State NE Zip Code 68046 -

3251

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

IN THE SPACE PROVIDED BELOW OR ATTACH A DRAWING OF THE AREA TO BE LICENSED.
DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)
INDICATE THE DIRECTION OF NORTH

Building length 70 x width 80 in feet

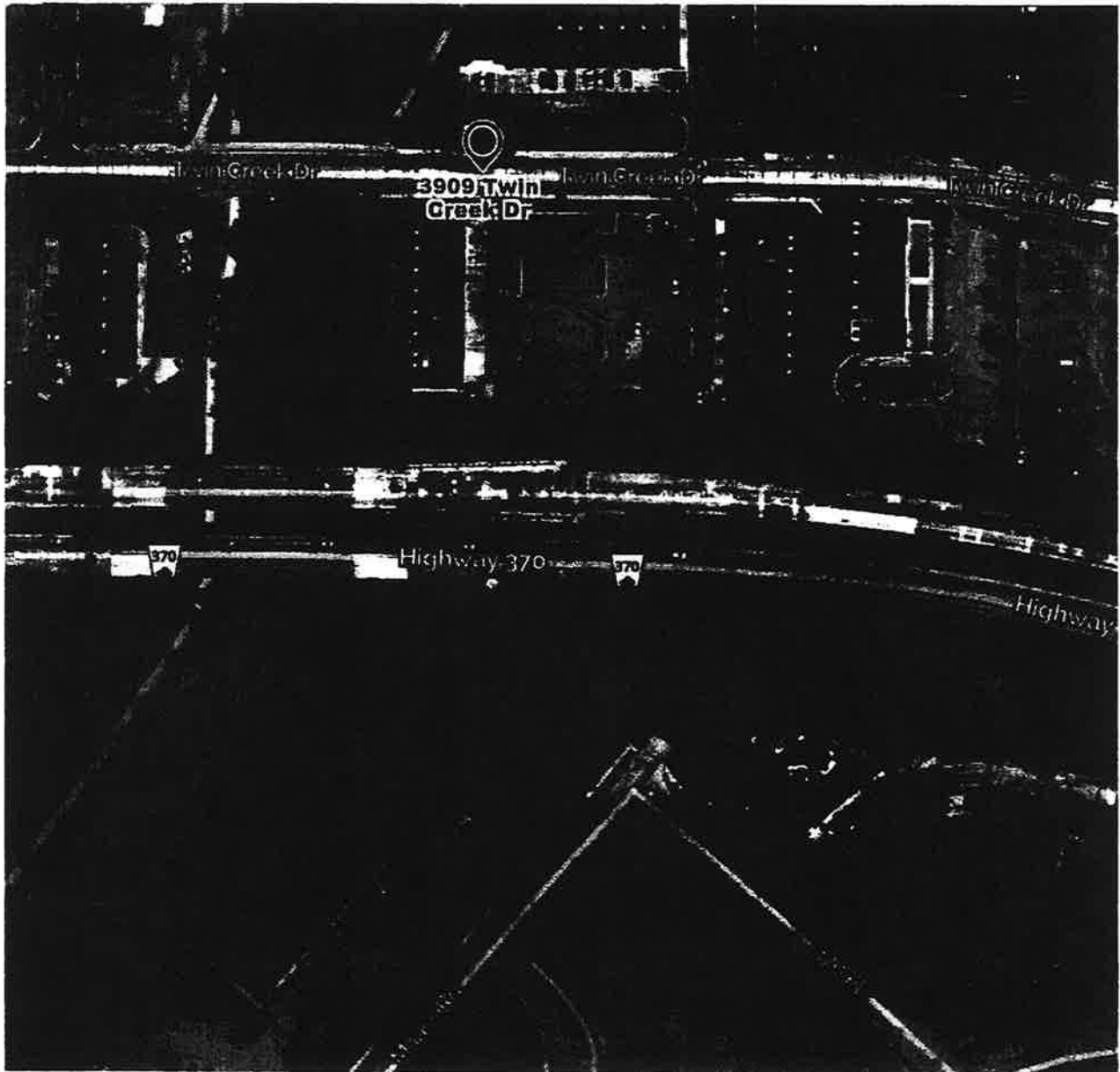
Is there a basement? Yes No If yes, length _____ x width _____ in feet

Is there an outdoor area? Yes No If yes, length _____ x width _____ in feet

Number of floors of the building 1

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET

North 



APPLICANT INFORMATION

1. **READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)**

Has anyone who is a party to this application, or their spouse, been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

 . Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

 YES NO If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Steven Kranau	04/2021	McCook, NE	Speeding 6-10	Waiver and plea of guilty

2. Was this premise licensed as liquor licensed business within the last two (2) years?

 YES NO

If yes, provide business name and license number Lansky's, #065370

3. Are you buying the business of a current retail liquor license?

 YES NO

If yes, give name of business and liquor license number Lansky's, #065370

4. Are you filing a temporary operating permit (TOP) to operate during the application process?

 YES NO

If yes

a) Attach temporary operating permit (TOP) (Form 125)

a) Submit a copy of the business purchase agreement

b) Include a list of alcohol being purchased, list the name brand, container size and how many 0

c) Submit a list of the furniture, fixtures and equipment

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

YES NO

If yes, list the lender(s) _____

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

YES NO

If yes, explain. (all involved persons must be disclosed on application)

Andrea Moran owns 25% and works at the restaurant

No silent partners 019.01E Silent Partners; Profit Sharing: No licensee or partner, principal, agent or employee of any Retail Liquor License shall permit any other person not licensed or included as a partner, principal, or stockholder of any Retail Liquor License to participate in the sharing of profits or liabilities arising from any Retail Liquor License. (53-1,100)

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

YES NO

If yes, list such item(s) and the owner. _____

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Nebraska Revised Statute 53-177(1) **AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS**

9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties. (Nebraska Revised Statute 53-125(15)

YES NO

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

Bank of the West; Steven Kranau and Andrea Moran

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

None

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Steven Kranau	04/2022	ServeSafe Alcohol

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business

13. If the property is owned, submit a copy of the deed or proof of ownership. If leased, submit a copy of the lease covering the entire license year.

Documents must be in the name of applicant as owner or lessee

Lease expiration date July 2032 7/31/2032
 Deed
 Purchase Agreement

14. When do you intend to open for business? May 27, 2022

15. What will be the main nature of business? grill/restaurant

16. What are the anticipated hours of operation? 11:00 a.m. - midnight

17. List the principal residence(s) for the past 10 years for **ALL** persons required to sign, including spouses.

APPLICANT CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
7300 Old Post Road, Unit 17, Lincoln, NE 68506	2019	2022			
4713 N. 148 St., Omaha, NE 68116	2014	2019			
1010 Shawnee Rd., Papillion, NE 68046	2009	2014			

If necessary, attach a separate sheet

PERSONAL OATH AND CONSENT OF INVESTIGATION
SIGNATURE PAGE -
PLEASE READ CAREFULLY

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

***Applicant Notification and Record Challenge:** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.*

Must be signed by all applicant(s) and spouse(s) owning more than 25% in the presence of a notary public (YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)

Steve Kranau

Signature of **APPLICANT**
(Do not sign until in the presence of the Notary Public)

Steven DuWayne Kranau

Printed Name of **APPLICANT**

State of Nebraska, County of **Douglas**

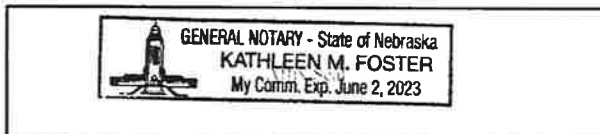
The foregoing instrument was acknowledged before me this

April 14, 2022

(Date)

By *Steven Kranau*
Name of person(s) signing document in front of Notary

Kathleen M. Foster
Notary Public Signature



Signature of **SPOUSE**

(Do not sign until in the presence of the Notary Public)

Printed Name of **SPOUSE**

State of Nebraska, County of _____

The foregoing instrument was acknowledged before me this

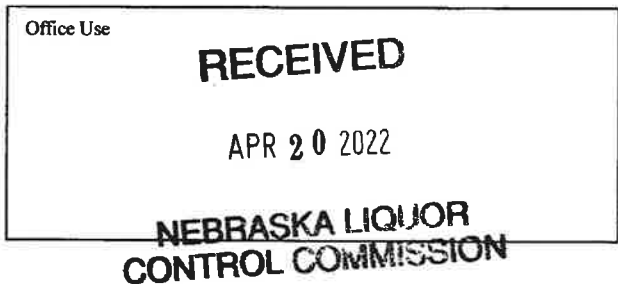
(Date)

By _____
Name of person(s) signing document in front of Notary

Notary Public Signature

**APPLICATION FOR LIQUOR LICENSE
LIMITED LIABILITY COMPANY (LLC)
INSERT - FORM 3b**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



All members including spouse(s), are required to adhere to the following requirements:

- 1) All members spouse(s) must be listed
- 2) Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.
- 3) Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Organization (must show electronic stamp or barcode receipt by Secretary of States office)

Name of Registered Agent: Kathleen M. Foster

Name of Limited Liability Company that will hold license as listed on the Articles of Organization

Moran's Grill, LLC

LLC Address: 2140 Glacier Drive

City: Papillion State: NE Zip Code: 68046

LLC Phone Number: 402-677-1142 LLC Fax Number 402-991-8919

Name of Managing/Contact Member

Name and information of contact member must be listed on following page

Last Name: Kranau First Name: Steven MI: D

Home Address: 7300 Old Post Road, Unit 17 City: Lincoln

State: NE Zip Code: 68506 Home Phone Number: 402-681-8004

Steve Kranau 2015

Signature of Managing/Contact Member

ACKNOWLEDGEMENT

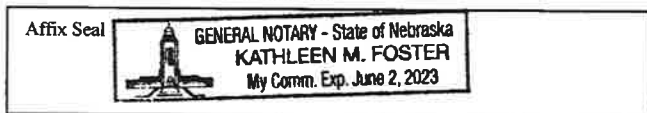
State of Nebraska
County of Douglas

Date April 14, 2022

Kathleen M Foster

The foregoing instrument was acknowledged before me this

by Steve Kranau
name of person acknowledge



List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: Moran First Name: Andrea MI: _____

Spouse Full Name (indicate N/A if single): Julio Moran

Percentage of member ownership 25%

Last Name: Kranau First Name: Steven MI: D

Spouse Full Name (indicate N/A if single): NA

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership 75%

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Is the applying Limited Liability Company controlled by another corporation/company?

YES

NO

If yes, provide the following:

1) Name of corporation n/a

2) Supply an organizational chart of the controlling corporation named above

3) Controlling corporation **MUST** be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

Indicate the company's tax year with the IRS (Example January through December)

Starting Date: January Ending Date: December

Is this a Non Profit Corporation?

YES

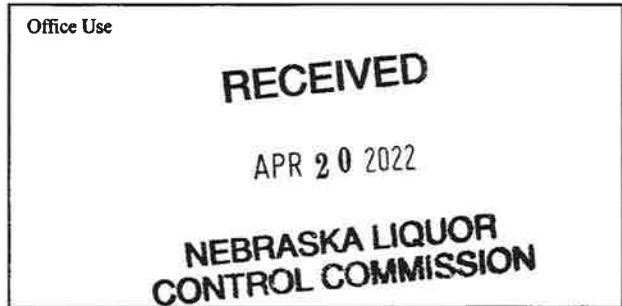
NO

If yes, provide the Federal ID #. _____

In compliance with the ADA, this corporation insert form 3a is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format.

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



FORM MUST BE COMPLETELY FILLED OUT IN ORDER FOR APPLICATION TO BE PROCESSED

MANAGER MUST:

- Complete all sections of the application. Be sure it is signed by a **member or corporate officer**, corporate officer or member must be an individual on file with the Liquor Control Commission
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application. Submitted by Douglas County Sheriff
- Provide a copy of one of the following: US birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the State of Nebraska, include a copy of voter card or print document from Secretary of State website with application

Spouse who **will not** participate in the business, **spouse must:**

- Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half; the manager completes the bottom half. **Be sure to complete both halves of this form.**
- Need not answer question #1 of the application

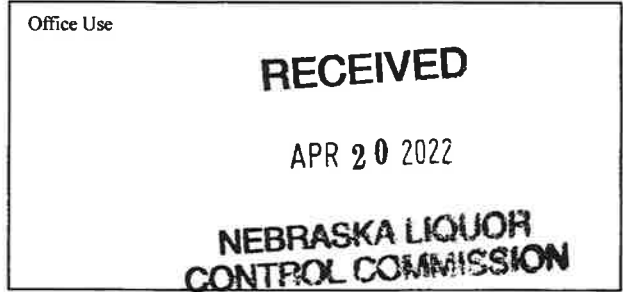
Spouse who **will** participate in the business, the **spouse must:**

- Sign the application
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the state of Nebraska, include a copy of voter card with application
- Spousal Affidavit of Non Participation Insert **not** required



**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: Moran's Grill, LLC

Premise information

Liquor License Number: _____ Class Type _____ (if new application leave blank)

Premise Trade Name/DBA: Moran's Grill

Premise Street Address: 3909 Twin Creek Drive

City: Bellevue County: Sarpy Zip Code: 68123

Premise Phone Number: 402-677-1142

Premise Email address: moransgrill@gmail.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).

Steve Kroman

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Kranau First Name: Steven MI: D

Home Address: 7300 Old Post Road, Unit 17

City: Lincoln County: Lancaster Zip Code: 68506 -

Home Phone Number: 402-681-8004 2951



Email address: moransgrill@gmail.com



YES NO



Spouses Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____

Driver's License Number & State: _____

Date Of Birth: _____ Place Of Birth: _____



CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
7300 Old Post Road, Unit 17, Lincoln, NE 68506	2019	2022			
4713 N. 148 St., Omaha, NE 68116	2014	2019			
1010 Shawnee Rd., Papillion, NE 68046	2009	2014			

MANAGER'S LIST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
3/2020	current	Railcrew Express	Jill Burkett	816-848-8235
3/2018	3/2020	Budget Car Rental	Ann	402-474-2800

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Steven Kranau	04/2021	McCook, NE	Speeding 6-10	Waiver and plea of guilty

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: 4/14/2022 Name on Certificate: Steve Kranau

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Steven Kranau	04/2022	ServeSafe Alcohol

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:

5. Have you enclosed form 147 regarding fingerprints?

YES NO

Submitted separately from Douglas County Sheriff

Statement of business plan:

Moran's Grill is grill offering traditional American cuisine. The food, cooks and staff have been in place for 22 years in various restaurant employment and most recently leased kitchen space from the Papillion Legion. The applicant has an opportunity to establish itself as a stand-alone bar and grill, and the continue to serve its customers with an expanded menu of burger and pizza, and now a bar.

The financing of Moran's Grill will come from sales generated at its prior location. The size of the space will increase for Moran's Grill, providing an opportunity for a bar, keno, and additional menu items. The location of Moran's Grill is prime restaurant space along Highway 370 and 42nd street, and near Highway 75. It faces east and is visible from Highway 370, and has sufficient space for parking. The managerial staff will operate Moran's Grill in the same successful manner as it operated the grill at the Papillion Legion. New staff will be hired based upon demand but Moran's Grill will open its doors at its new location with the same staff as was employed at Moran's Grill.

LIQUOR LICENSE APPLICATION REPORT

City Clerk

APPLICANT: Moran's Grill LLC dba "Moran's Grill"

LOCATION/ADDRESS: 3909 Twin Creek Drive, Bellevue

REQUESTED ACTION: Recommend approval of application for Moran's Grill LLC dba "Moran's Grill" for a Class "CK" Liquor License to sell beer, wine, and distilled spirits, On and Off Sale, at 3909 Twin Creek Drive, Bellevue and for Steven Kranau as Manager.

DATE APPLICATION RECEIVED: 05/05/2022

FINAL DATE HEARING CAN BE HELD (45 days from receipt): 06/21/2022

DATE ADVERTISED (not less than 7 nor more than 14 days): 05/25/2022

CURRENT NUMBER OF LICENSES:

Class A (Beer on sale only): 2

Class B (Beer off sale only): 0

Class C (Alcoholic liquor, on and off sale): 22

Class D (Alcoholic liquor, off sale only): 27

Class I (Alcoholic liquor on sale only): 27

Class K (Catering License with Class B, C or D license): 4

Class X (Wholesale Liquor) 1

TOTAL 83

APPLICATION FOR LIQUOR LICENSE
AND CORPORATE MANAGER

POLICE REPORT

DATE OF COUNCIL MEETING: 5/16/2022 Due to City Clerk: 06/07/2022

APPLICANT: Moran's Grill LLC dba "Moran's Grill"

LOCATION/ADDRESS: 3909 Twin Creek Drive, Bellevue 68123

REQUESTED ACTION: Recommendation for Approval of a Class "CK" Liquor License to sell beer, wine, and distilled spirits, On & Off Sale, 3909 Twin Creek Drive, Bellevue AND for Steven D. Kranau as Manager.

INDIVIDUALS TO BE CHECKED:

Name & Address

D.O.B.

Steven D. Kranau
7300 Old Post Road, Unit 17, Lincoln, NE 68506

March 4, 1954

COMMENTS:

Approved 5-17-22
PC [Signature]

**LIQUOR LICENSE APPLICATION REPORT
CITY OF BELLEVUE
PLANNING DEPARTMENT**

DATE OF CITY COUNCIL PUBLIC HEARING: June 7, 2022

DATE REPORT DUE TO CITY CLERK: May 27, 2022

APPLICANT: Moran's Grill LLC dba "Moran's Grill"

ADDRESS: 3909 Twin Creek Drive., Bellevue 68123

REQUESTED ACTION: Recommendation for Approval of a Class "CK" Liquor License to sell beer, wine, and distilled spirits, On and Off Sale, at 3909 Twin Creek Drive, Bellevue and for Catering License.

BACKGROUND: New Application – "On and Off Sale"

IS THIS LOCATION WITHIN THE CITY LIMITS OF BELLEVUE? Yes

IS THIS LOCATION WITHIN THE CITY'S TWO-MILE ZONING JURISDICTION? Yes

EXISTING ZONING: BG

WILL ZONING ALLOW A LIQUOR LICENSE? Yes

EXISTING LAND USE: Commercial - Restaurant

IS THE CURRENT USE NON-CONFORMING? No **EXPLANATION:** _____

ADJACENT LAND USE AND ZONING:

NORTH: BG-PCO, Commercial Strip Mall (across Twin Creek Drive)

SOUTH: Highway 370 Right-of-way

EAST: BG, Commercial Strip Mall (IXTAPA Mexican Grill, AAA Insurance)

WEST: BG, Commercial Strip Mall (Sports Grill, Bank, Game Stop)

DISTANCE FROM SCHOOL (if applicable): N/A

DISTANCE FROM COLLEGE (if applicable): N/A

DISTANCE FROM CHURCH (if applicable): N/A

IMMEDIATE NEIGHBORHOOD/AREA LAND USES: Fyzcal Physical Therapy, Lansky's Pizza, AAA Insurance, Guard Recruiting Office, and Ixtapa Mexican Grill are in the same Twin Creek strip center. Armed Forces Career Center, Pro-Cuts, Edible Arrangements, and Pearl Vision are in a commercial strip center to the north across Twin Creek Drive with Target to the northeast. Highway 370 right-of-way is to the south.

NUMBER OF PARKING SPACES REQUIRED: N/A **PROVIDED:** N/A

ANALYSIS OF NEIGHBORHOOD EFFECTS: _____

TRAFFIC: There is no traffic impact expected.

STREET/ACCESS: There is no street/access impact expected.

PEDESTRIAN: There is no pedestrian impact expected.

NOISE: There is no noise impact expected.

LIGHTING: There is no lighting impact expected.

GENERAL COMMENTS: This is a commercial area that would accommodate on sale liquor sales.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 05/03/2022		SUBMITTED BY: Legal		
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>		
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

Ordinance No. 4098 repealing Chapter 14 Section 14-6 pertaining to slaughterhouses, soap factories, feed lots, etc.

SYNOPSIS/BACKGROUND:

The provisions contained in 14-6 of the Bellevue City Code are better suited and already addressed in the Bellevue Zoning Regulations and should be repealed as an out-right ban as currently stated in City Code.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Approve Ordinance No. 4098

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Bruce Rollins



ORDINANCE NO. 4098

AN ORDINANCE TO REPEAL CHAPTER 14 SECTION 14-6, OF THE BELLEVUE MUNICIPAL CODE REGARDING SLAUGHTERHOUSES, SOAP FACTORIES, FEED LOTS, ETC. 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 14-6 of Chapter 14 of the Bellevue Municipal Code which read as follows is hereby repealed and shall be “reserved” for future use.

§ 14-6 SLAUGHTERHOUSES, SOAP FACTORIES, FEED LOTS, ETC.

No person shall lease, use or operate, erect, construct or cause to be constructed or suffer to remain any building or premises in the city to be used as a slaughterhouse, packing house, rendering establishment, soap factory, candle factory, or as a factory or place for rendering any animal matter, or manufacturing the same into soap or fertilizing materials or changing the form thereof in any manner by the use of heat, steam, fire, chemicals or otherwise, or for carrying on the business of a cattle, hog, sheep or other animal feed lot.

Section 2. This Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

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

12a.
6/7/2022

COUNCIL MEETING DATE: 05/17/2022		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 9, Fontenelle Estates, being a replat of Lot 1, Fontenelle Replat 8, and Lots 12, 13, 16, 17, 19, 55A, 233, and 234, Fontenelle, and half of vacated Laurel Lane, from RS-120-PS to RE for the purpose of single family residential development; and preliminary plat Lots 1 through 9, Fontenelle Hills Estates. Applicant: Hawkins & Strom Holdings, LLC. General Location: Martin Drive and Ridgewood Drive/Martin Drive and Ridgewood Court.

SYNOPSIS/BACKGROUND:

Jim and Mary Hawkins, on behalf of Hawkins & Strom Holdings LLC., have submitted a request to rezone and preliminary plat Lots 1 through 9, Fontenelle Hills Estates, being a replat of Lot 1, Fontenelle Replat 8, and Lots 12, 13, 16, 17, 19, 55A, 233 and 234, Fontenelle, and half of vacated Laurel Lane, from RS-120-PS to RE for single family residential development. The RS-120-PS zoning, a more dense zoning, was approved under a 1967 zoning variance/site plan approval for the Fontenelle Hills subdivision. The intent of the RE district is to permit low density residential uses on larger lots. Each lot meets the minimum requirements for the RE zoning district. This property is the site of the former Fontenelle Hills Golf Course, which has been closed for several years.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

1. Planning Commission Recommendation Sheet	2. Staff Report	3. Rezoning Ordinance No. 4099
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 Mathes
[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Hawkins & Strom Holdings, LLC

CASE #'s: Z-2203-06, S-2203-11

CITY COUNCIL HEARING DATE: June 7, 2022

REQUEST: to rezone Lots 1 through 9, Fontenelle Hills Estates, being a replat of Lot 1, Fontenelle Replat 8, and Lots 12, 13, 16, 17, 19, 55A, 233, and 234, Fontenelle, and half of vacated Laurel Lane, from RS-120-PS (Single-Family Residential – 12,000 Square Foot Zone – Planned Subdivision) to RE (Residential Estates), for the purpose of single- family residential development; and preliminary plat Lots 1 through 9, Fontenelle Hills Estates.

On April 28, 2022, the City of Bellevue Planning Commission voted four yes, one no, two absent and two abstained:

APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, and Comprehensive Plan, as well as a lack of perceived negative impact upon the surrounding area. Approval contingent upon satisfaction of the technical deficiencies prior to moving forward.

VOTE:

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

Planning Commission Hearing (s) was held on: April 28, 2022

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2203-06
S-2203-11

FOR HEARING OF:
REPORT #1: April 28, 2022
REPORT #2: June 7, 2022

I. GENERAL INFORMATION

A. APPLICANT:

Hawkins & Strom Holdings, LLC
414 Greenbriar Court
Bellevue, NE 68005

B. PROPERTY OWNERS:

Hawkins & Strom Holdings, LLC
Jim and Mary Hawkins
414 Greenbriar Court
Bellevue, NE 68005

Belle Vue Acres LLC
Mary Ellen Huck
405 Ridgewood Drive
Bellevue, NE 68005

Fontenelle Hills Golf Club
Jeff Renner
1021 Galvin Road South
Bellevue, NE 68005

C. GENERAL LOCATION:

Martin Drive and Ridgewood Drive/Martin Drive and Ridgewood Court

D. LEGAL DESCRIPTION:

Lots 1 through 9, Fontenelle Hills Estates, being a replat of Lot 1, Fontenelle Replat 8, and Lots 12, 13, 16, 17, 19, 55A, 233, and 234, Fontenelle, and half of vacated Laurel Lane.

E. REQUESTED ACTIONS:

1. Request to rezone Lots 1 through 9, Fontenelle Hills Estates, being a replat of Lot 1, Fontenelle Replat 8, and Lots 12, 13, 16, 17, 19, 55A, 233, and 234, Fontenelle, and half of vacated Laurel Lane, from RS-120-PS to RE.
2. Preliminary plat Lots 1 through 9, Fontenelle Hills Estates.

F. EXISTING ZONING AND LAND USE:

RS-120-PS, Vacant (former golf course)

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a change of zone and preliminary plat to facilitate low density single family residential development.

H. SIZE OF SITE:

The site is approximately 28.4 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently vacant and covered in vegetation. The property was previously used as a golf course.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Single Family Residential, RE and RS-120-PS
2. **East:** Single Family Residential, RS-120-PS
3. **South:** Single Family Residential, RS-120-PS
4. **West:** Single Family and Multi Family Residential, RS-120-PS

C. REVELANT CASE HISTORY:

On April 28, 2022, the Planning Commission recommended approval of a request to rezone Lots 1 through 9, Fontenelle Hills Estates, being a replat of Lot 1, Fontenelle Replat 8, and Lots 12, 13, 16, 17, 19, 55A, 233, and 234, Fontenelle,

and half of vacated Laurel Lane, from RS-120-PS to RE for the purpose of low density single family residential development ; and preliminary plat Lots 1 through 9, Fontenelle Hills Estates.

D. APPLICABLE REGULATIONS:

1. Section 5.07, Zoning Ordinance, regarding RE uses and requirements.
2. Chapter 3, Subdivision Regulations, regarding Preliminary Plats.
3. Chapter 6, Subdivision Regulations, regarding Minimum Design Standards.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan designates this area as low density residential and recreational (based on the former golf course).

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 private drives off Greenbriar Court, Martin Drive, and Ridgewood Drive for proposed Lots 1 through 5. Lots 6 through 9 will be served by Dagmar Court, a private street.

D. UTILITIES:

All utilities are available or will be constructed to serve this development. Epiphany Ramos, Wastewater Superintendent, has confirmed there is sanitary sewer capacity to serve these additional single family homes.

E. ANALYSIS:

1. Jim and Mary Hawkins, on behalf of Hawkins & Strom Holdings LLC., have submitted a request for rezoning and preliminary plat of Lots 1 through 9, Fontenelle Hills Estates, from RS-120-PS to RE, for the purpose of single family residential development.

The intent of the RE district is to permit low density residential uses on larger parcels of land that are compatible with adjacent urban growth. Each lot meets the minimum requirements of the RE zoning district.

2. The property is currently zoned RS-120-PS under a 1967 zoning variance/site plan approval for the Fontenelle Hills subdivision. These lots were originally slated for recreational use as a golf course. The property is under private ownership and the golf course has closed in recent years. The property is presently vacant, and maintenance has been the responsibility of the private ownerships (Hawkins & Strom Holdings, LLC, Belle Vue Acres LLC, and Fontenelle Hills Golf Club).

3. Lots 1 through 5 would be served by private driveways off Greenbriar Court, Martin Drive, or Ridgewood Drive. Lots 6 through 9 would be serviced by Dagmar Court, a private street off Martin Drive. Maintenance for this private street would be the responsibility of the developers.

4. Hill-Farrell has provided proposed building envelopes and building footprints for proposed Lots 6 through 9 at staff's request, which are attached for review.

5. 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 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 911/GIS had a comment regarding the private street name. This comment has been satisfied by the applicants' surveyor.

Public Works Engineer Matt Knight had technical comments regarding the preliminary plat and proposed street profile for Dagmar Court. As of the date of this report, the applicants' surveyor and engineer have satisfied these comments. Based on the submitted Dagmar Court street profile, it will require a waiver of Section 6-4, Street Design Standards, Subdivision Regulations. Public Works is not opposed to the granting of this waiver. This waiver request will have to be approved by City Council prior to the construction of this proposed private street.

Public Works also added a general comment stating "Given the topography of the area proposed for Lots 6 through 9, along with easements and setbacks, finding adequate building sites would appear to be challenging. Upon initial review, Hill-Farrell's preliminary sketch of proposed building sites (provided 4/21) would appear to require significant site grading and/or retaining walls to accommodate construction as shown, which would likely drive up development costs for those lots."

No other comments were received on this case.

6. The Future Land Use Map of the Comprehensive Plan shows this area as low density residential and recreational. With the closure of the previous golf course, staff believes the proposed RE zoning and acreage lots conform with the city's overall plan for the area.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, and Comprehensive Plan, as well as lack of perceived negative impact upon the surrounding area. APPROVAL contingent upon satisfaction of the technical deficiencies prior to moving forward to the City Council.

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, and Comprehensive Plan, as well as lack of perceived negative impact upon the surrounding area. APPROVAL contingent upon satisfaction of the technical deficiencies prior to moving forward.

VI. ATTACHMENTS TO REPORT

1. Vicinity map/Zoning Map
2. 2020 GIS aerial photo of the property
3. Letter from Jim Hawkins received March 31, 2022
4. Preliminary plat received April 26, 2022
5. Lots 6 through 9 proposed building envelopes received April 21, 2022
6. Memo from Wastewater Superintendent Epiphany Ramos
7. Letter from John and Barbara Hampton received April 25, 2022
8. Letter from Robert C Buschkemper received April 25, 2022
9. Letter from Betsy Buschkemper dated received 27, 2022
10. Letter from Stephen D. Graf Lt. Col. USAF (Ret) received April 27, 2022
11. Letter from Hannah Novotne received April 28, 2022
12. Letter from Irvin & Betty Holmes received April 28, 2022
13. Letter from Bruce Stohlman received April 28, 2022
14. Letter from Giovanna Zermeno and Luis Carranza received April 28, 2022
15. Letter from Michele Bang received April 28, 2022
16. Letter from Alex M. Ingraldi received April 28, 2022
17. Letter from Maya Valenti (Hannah Novotne) received April 28, 2022
18. Letter from Michael Ingraldi received April 28, 2022
19. Letter from Edward E. Louis, Jr., DVM, PhD received April 28, 2022

20. Letter from Anthony J. Yonkers received April 28, 2022
21. Letter from Gerardo Campbell received April 28, 2022

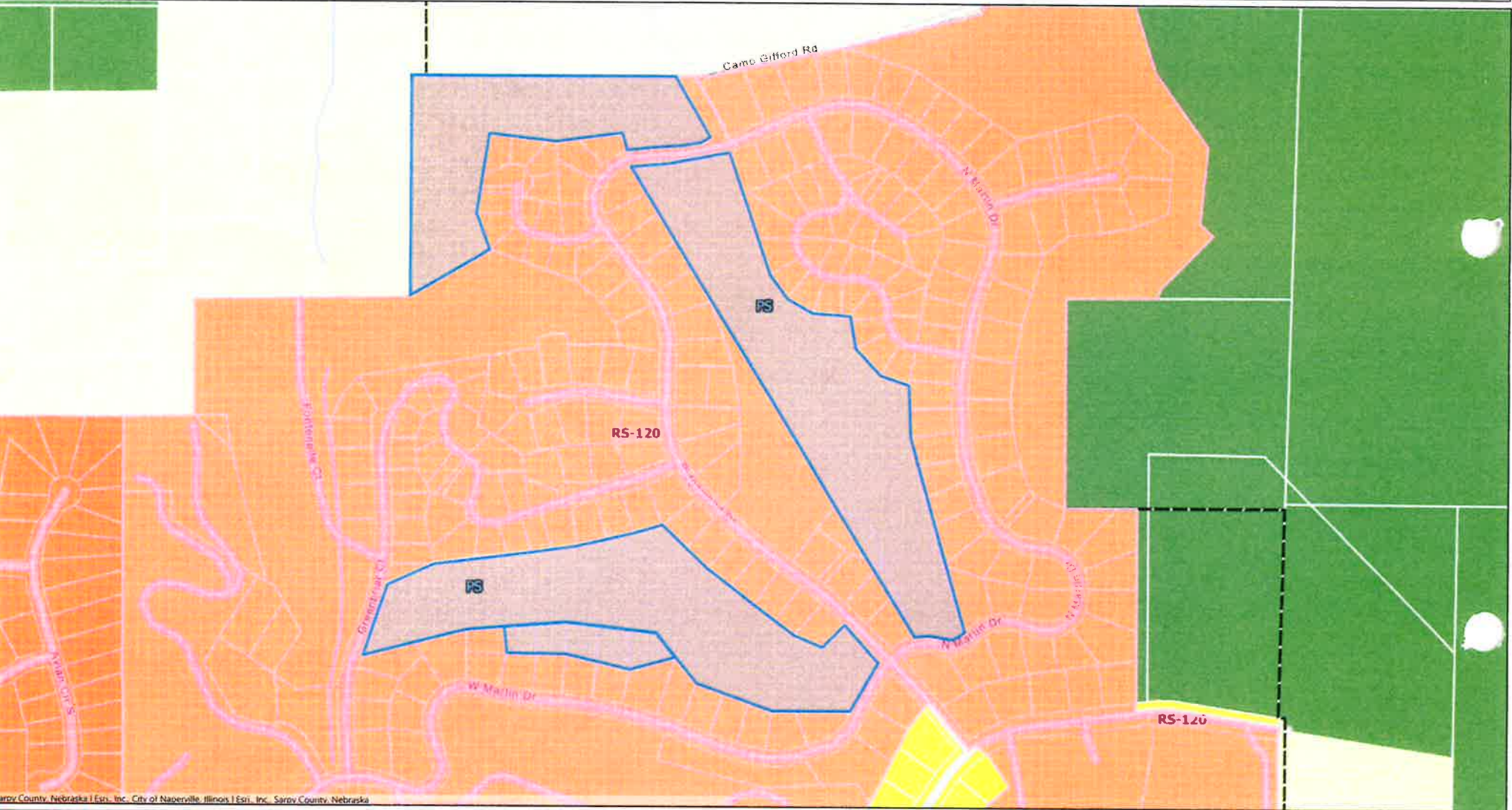
VII. COPIES OF REPORT TO:

1. Hawkins & Strom Holdings LLC
2. Belle Vue Acres LLC
3. Fontenelle Hills Golf Club
4. Hill-Farrell Associates, Inc.
5. Public Upon Request

Assistant Planning Manager

Planning Manager

Date of Report



Map Scale 1: 4514

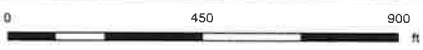
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.



Notes



© 2011 City of Hopeville, 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

Hawkins & Strom Holdings, LLC

414 Greenbriar Ct.
Bellevue, NE 68005

City of Bellevue, Planning Department
c/o Angela Curry
1510 Wall Street
Bellevue, NE 68005

March 31, 2022

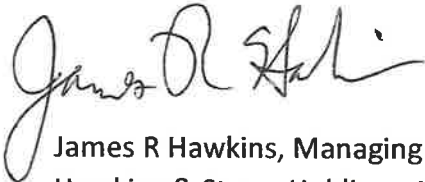
Ms. Curry –

Hawkins & Strom Holdings LLC, Belle View Acres LLC, and Fontenelle Hills Golf Course GP recently submitted rezoning and preliminary plat applications to you for consideration. The three application packages were submitted to support potential changes to the various land plats associated with the now dormant Fontenelle Hills Golf Course properties. This letter outlines a justification for those requests.

The properties in question are all currently zoned RS-120 PS and we are requesting a change to plat the properties as single family estate acreages, or RE. The current RS-120 zoning presents the opportunity for building many residences on the 28 acres described in the applications. However, the various applicants, all residents of Fontenelle Hills, recognize and appreciate that large estate residential acreages pose a much smaller impact on the unique nature of the Fontenelle Hills neighborhood, and in fact, can actually represent an improvement on the now dormant golf course acreage. The requested plats all exceed one acre in size, with many as large as four to five acres in size which would maintain significant open space in the subdivision.

We respectfully request your positive consideration for our various requests.

Sincerely,



James R Hawkins, Managing Partner
Hawkins & Strom Holdings, LLC

RECEIVED
MAR 31 2022
PLANNING DEPT.

FONTENELLE HILLS ESTATES

PRELIMINARY PLAT
BEING A REPLAT OF LOT 1,
FONTENELLE REPLAT 8,
LOT 12, 13, 16, 17, 19, 55A, 233 AND 234
AND 1/2 OF VACATED LAUREL LANE,
FONTENELLE, SW 1/4 SEC. 24-14-13,
SARPY COUNTY, NEBRASKA

NOTES

PROPERTY OWNERS:
HAWKINS AND STROM HOLDINGS LLC
414 GREENBRIAR COURT
BELLEVUE, NE 68005

BELLE VUE ACRES LLC
405 RIDGEWOOD DRIVE
BELLEVUE, NE 68005

FONTENELLE HILLS GOLF CLUB
1021 GALVIN ROAD SOUTH
BELLEVUE, NE 68005

EXISTING ZONING RS-120

PROPOSED ZONING RE RESIDENTIAL ESTATES

SUBDIVISION AREA 28.4 ACRES.

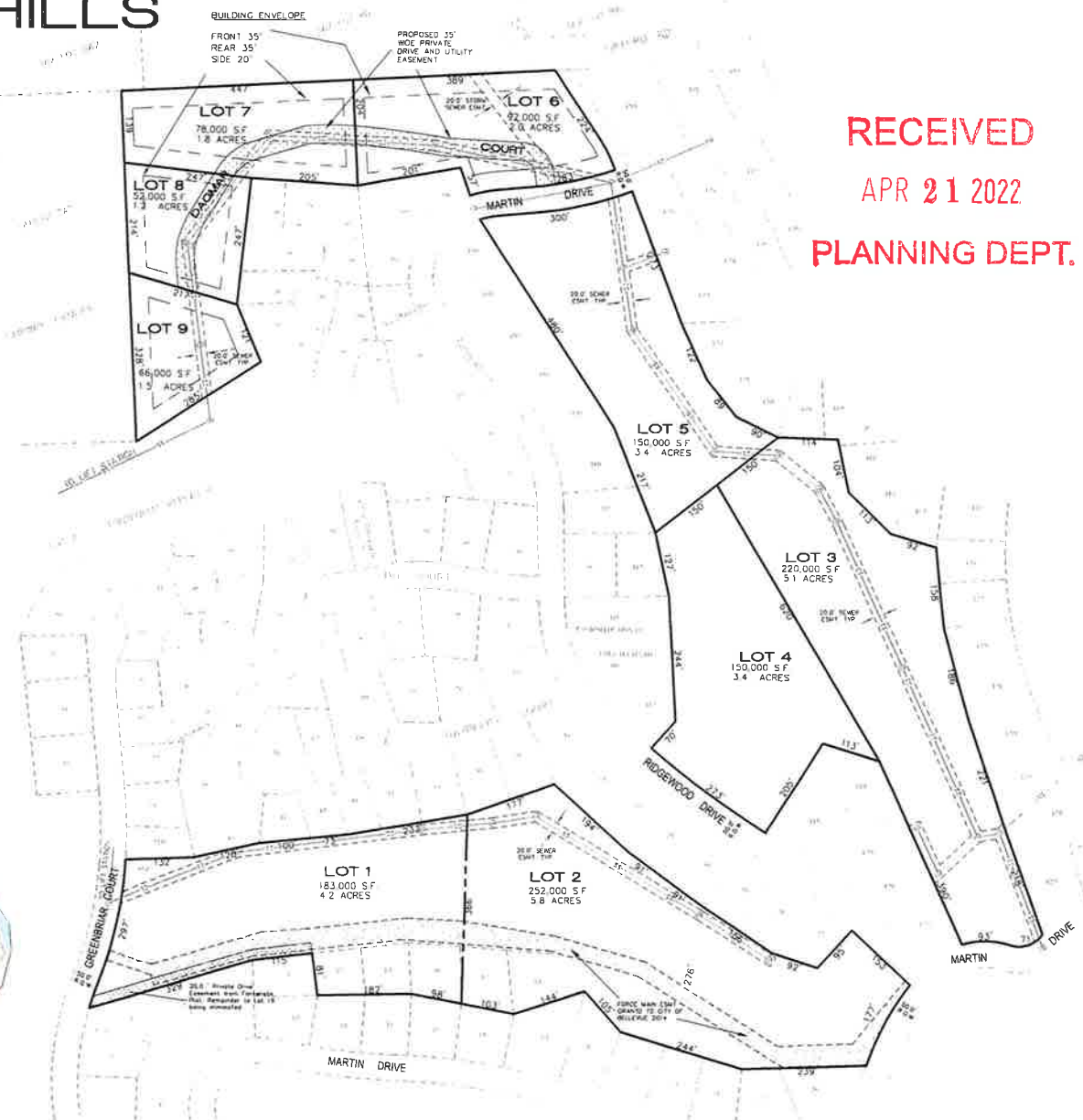
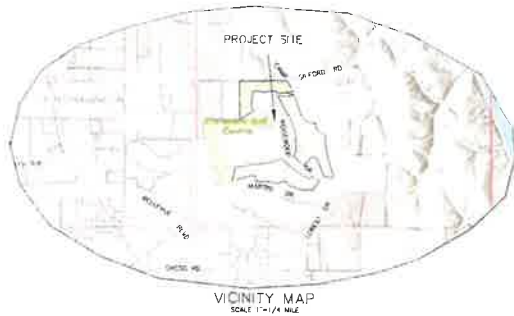
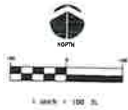
PRELIMINARY PLAT IS FOR THE REDEVELOPMENT OF GOLF COURSE INTO ACREAGE LOTS FOR THE CONSTRUCTION OF NINE (9) HOMES ON 28.4 ACRES ±

ALL LOTS HAVE DIRECT ACCESS TO SANITARY SEWER, M.U.D. WATER AND GAS, O.P.P.D. POWER AND CABLE TV AND TELEPHONE.

LOTS 1 THROUGH 5 HAVE DIRECT ACCESS TO PUBLIC STREET LOTS 6 THROUGH 9 HAVE ACCESS TO PUBLIC STREET FROM A PRIVATE STREET.

EXISTING SEWER LINES TRAVERSING PROPOSED LOTS WILL BE PLATTED WITH A MINIMUM 20.0 SEWER EASEMENT GRANTED TO THE CITY OF BELLEVUE.

NO GRADING IS PROPOSED OTHER THEN THAT REQUIRED FOR HOME CONSTRUCTION AND CONSTRUCTION OF THE PRIVATE STREET.



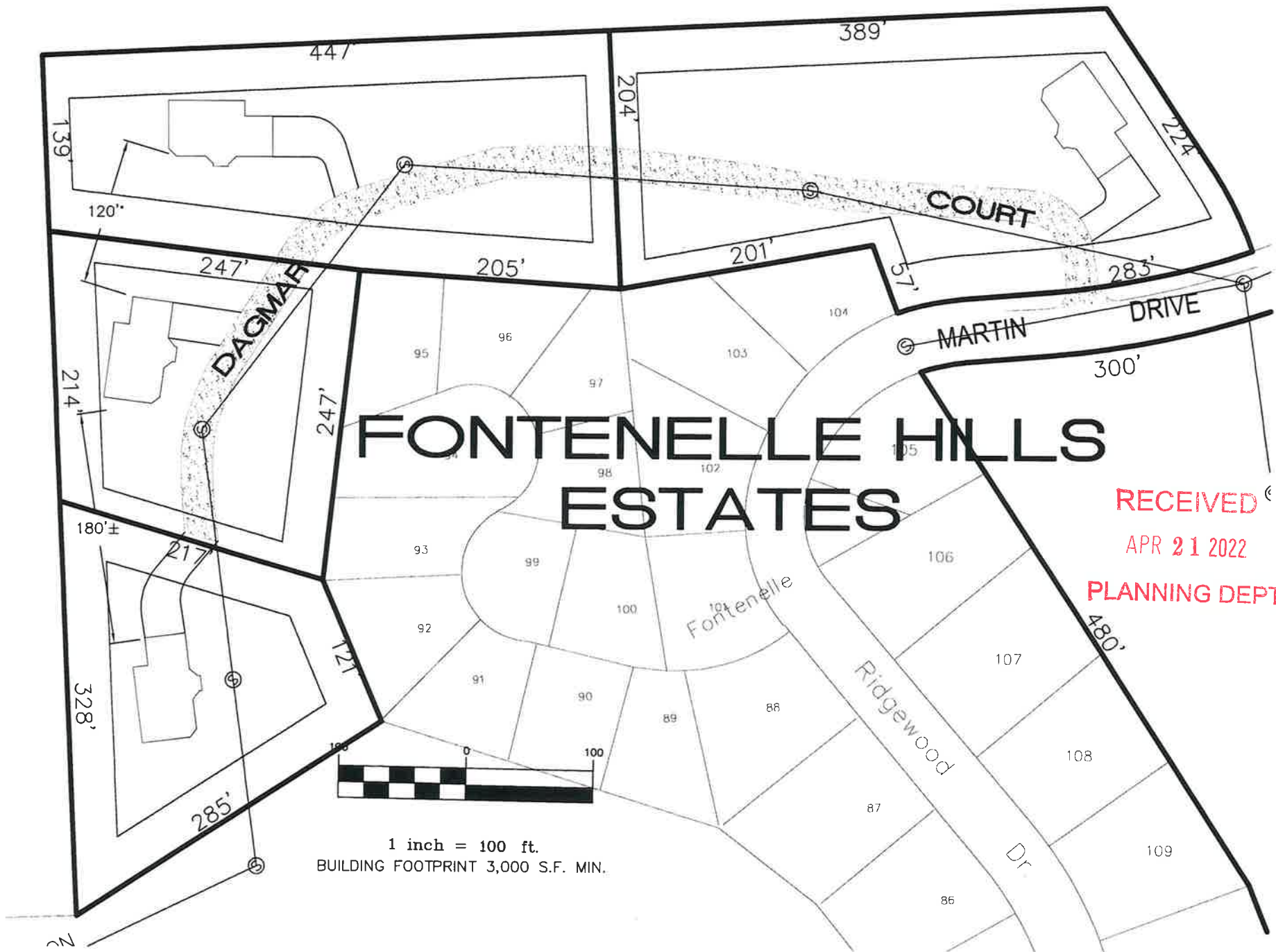
RECEIVED
APR 21 2022
PLANNING DEPT.

DESIGNED RCH
DRAWN RCH
DATE: 09/12/2022
04/18/2022
04/21/2022

FONTENELLE HILLS ESTATES
BELLEVUE, NEBRASKA
PRELIMINARY PLAT

FH HILL-FARRELL ASSOCIATES, INC.
Land Surveyors • Land Surveyors
Bellevue, NE 68005 (402) 291-6100

PROJECT NO



FONTENELLE HILLS ESTATES

RECEIVED
APR 21 2022
PLANNING DEPT.

1 inch = 100 ft.
BUILDING FOOTPRINT 3,000 S.F. MIN.



City of Bellevue
Wastewater Department

8902 Cedar Island Road • Bellevue, Nebraska 68147 • (402) 293-3135

To: Tammi Palm

Cc: Doug Clark; Dean Dunn

Re: Fontenelle Hills Estates

I have reviewed the request to rezone Lots 1 through 9, Fontenelle Hills Estates, with special interest in the capacity of the servicing sanitary sewer network. The Fontenelle Hills lift station will be a required impact point on the sewer network of the proposed lots to be rezoned. The lift station capacity has been evaluated and calculations have been prepared by Olsson on 08/02/2021, which determine an estimated 61.4 gpm remaining capacity. These calculations were prepared based on design parameters of the station and do not take into account actual flow metering data influenced by pump performance, inflow and infiltration on the contributing sewer shed, and the occupancy of the current buildout.

The Wastewater Department then conservatively applies a factoring of 15% capacity loss on this estimate, or 75,153 gpd, as the remaining estimated capacity of the Fontenelle lift station. A single family dwelling unit will have an estimated daily usage between 150 gpd – 300 gpd, or between approximately 6-9 CCF monthly.

Respectfully,

Epiphany Ramos
Wastewater and Solid Waste Superintendent
City of Bellevue

RECEIVED

APR 28 2022

PLANNING DEPT.



Lift Station Calculations
Evaluation of Fontenelle Lift Station

Olsson Project No. 021-05439

Date: August 2, 2021

Prepared by: Anita Anthony, PE



Lift Station Calculations

Evaluation of Fontenelle Lift Station
 Force Main Sizing
 Olsson Project No. 021-05439
 Date: August 2, 2021

Design Flow Rate (Q) 472.64 gpm 1.0531 cfs

Friction Losses

Parameter	Unit	Value
Inside Diameter	ft	0.667
Area	ft ²	0.349
Hydraulic Radius	ft	0.167
Velocity	ft/s	3.02
FM Parameters		
Length	ft	3001
Hazen Williams Coeff.	-	120
Adjusted C	-	120
1.318*C*R ^{1.49}	-	51.14
Friction Loss (hf)		
Friction Loss	ft	15.97
Minor Loss		
Velocity Head	ft	0.14
Minor Losses in Fittings	ft	17.52
Total Loss	ft	33.49
Static Head	ft	165.50
Total Pumping Head	ft	198.99
Pressure in Forcemain	psi	86

Friction Losses Calculated with Hazen-Williams
 Required Scour Velocity of 2 ft/s

$$hf = ((V/1.318 * C * R^{1.49}) * L)$$

Pump Parameters

	%	75%	80%	85%	90%
Pump Efficiency	%	75%	80%	85%	90%
Motor Efficiency	%	95%	95%	95%	95%
Total Efficiency	%	71.3%	76.0%	80.8%	85.5%
Motor HP Required	HP	33.40	31.31	29.47	27.83

Selected Option

Force Main Size	ft	inch	Length	3001	ft
Inside Diameter	0.667	ft	Hazen Williams C	120	
Area	0.349	ft ²	1.318*C*R ^{1.49}	51.14	
Hydraulic Radius	0.167	ft	Static Head	165.50	ft



Lift Station Calculations

Evaluation of Fontenelle Lift Station
 Wet Well Sizing
 Olsson Project No. 021-05439
 Date: August 2, 2021

Check Cycle Time and Capacity			
Wet Well Diameter (Ft)	Wet Well Area (sqft)	Wet Well Cycle (ft)	Wet Well Volume (gal)
6.0	376.0	5.25	1973.87
Fill =	$\frac{WW \text{ Volume}}{ADF}$	=	15.30 Minutes
Run =	$\frac{WW \text{ Volume}}{\text{Pump Rate} - ADF}$	=	4.87 Minutes
Total =		<u>20.18</u>	Minutes
Cycle Time =		3.0	Cycles/Hour
Meets Minimum Cycle Time? OK			
Meets Maximum Cycle Time? OK			

Verify Remaining Capacity Using the smallest value of the two methods :

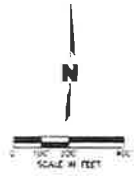
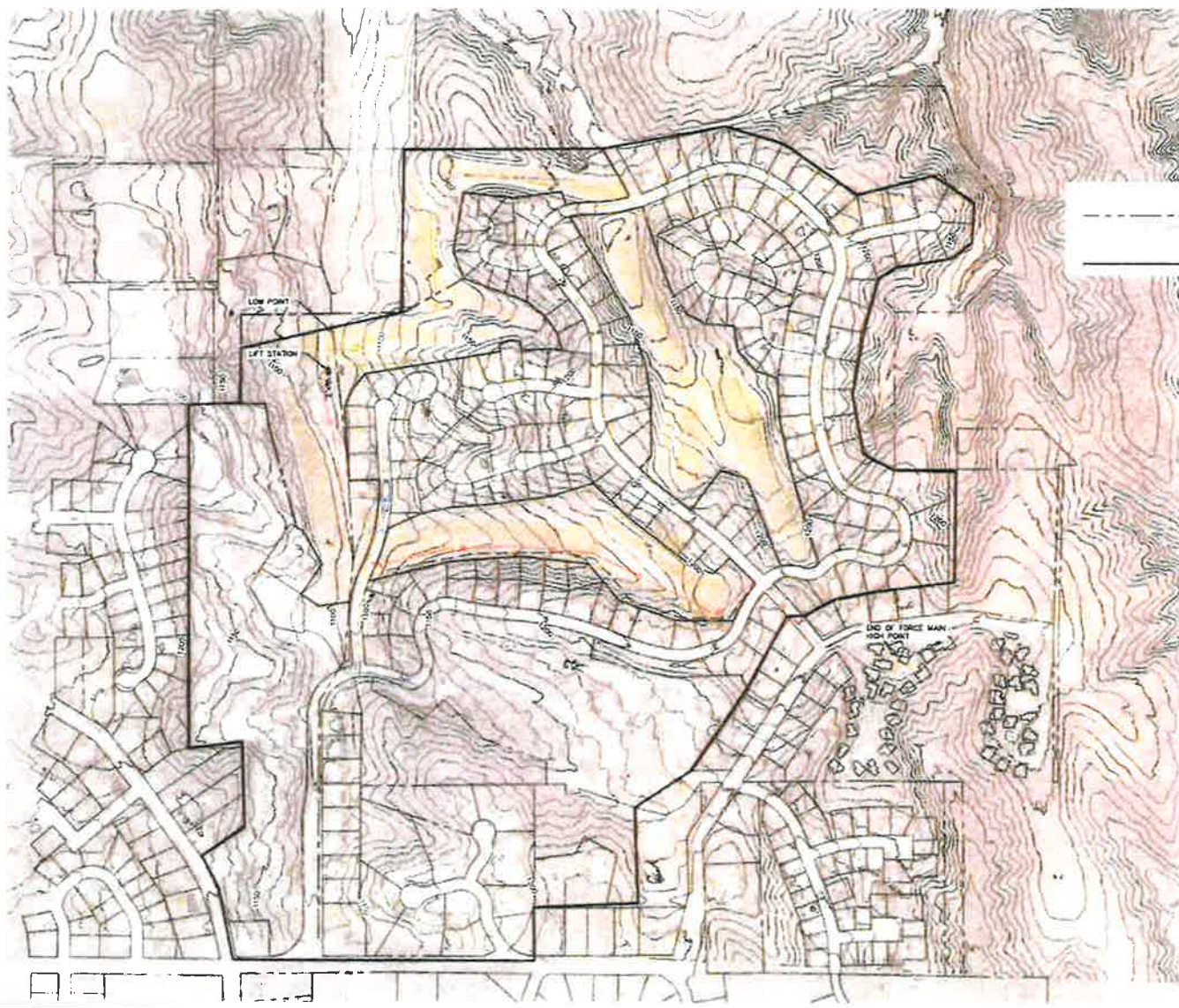
1. Cycle Time - The pump should not need more than 6 starts per hour

2. Pump Capacity - Ten States Standards dictates that pump units shall have capacity such that, with any unit out of service, the remaining units will have capacity to handle the design peak hourly flow.

Remaining Capacity:

Cycle Time		
ADF = PR/(WWV/T)		
Max ADF =	336.6 gpm	(no more than 6 Cycles Per Hour or 10 min)
Future ADF =	207.6 gpm	
Conversion	298963.1 gpd	
Capita per Dwelling Loading per Capita	2.6 100.0 gpcpd	Using the Census Bureau of 2.61 People Per Dwelling (2019) 100 gpcpd per 10 states Standards
Additional Dwelling For Cycle Time	1148.9 dwellings	
Pump Capacity		
Peak ADF	534.0 gpm	Pump Capacity
Remaining Capacity = Peak Flow - Current Peak Flow		
Remaining Pump Capacity	61.4 gpm	Peak Flow
ADF = ADF/RF	16.7 gpm	Using a PF previously calculated (3.7)
Remaining ADF Capacity	24117.9 gpd	
Capita Per Dwelling Loading Per Capita	2.6 c 100.0 gpcpd	Using the Census Bureau of 2.61 People Per Dwelling 100 gpcpd per 10 states Standards
Additional Dwelling Pump Capacity	32.4 Limiting Factor	

DATE: 05/11/2021 12:28:00
 USER: JMS



- LEGEND**
- PROPERTY LINE
 - EXISTING STORM SEWER
 - EXISTING GRAVITY MAIN
 - EXISTING FORCE MAIN
 - FORCE MAIN SERVICE AREA

olsson

2715 South 24th Street, Suite 200
 Omaha, NE 68105
 TEL: 402.341.1118
 www.olsson.com

DATE: 05/11/2021
 USER: JMS

2021

FONTENELLE

DESIGNED BY: _____
 CHECKED BY: _____
 DATE: _____
 SCALE: _____
 SHEET

BELLEVUE, NEBRASKA

REVISIONS

FONTENELLE HILLS ESTATES

Camp Gifford

Fontenelle Golf Course

Fontenelle Ct

Greenbriar Ct

Ridgewood Dr

W Martin Dr

W Martin Dr

W Martin Dr

DESIGNED BY
DRAWN BY
DATE 04/14/2022

FONTENELLE HILLS ESTATES

HILL-FARRELL ASSOCIATES, INC.
Land Surveyors - Land Surveyors
Bellevue, NE 68005 (402) 291-6100



PROJECT NO

SHEET NO

11/14/2022 10:58:11 AM 11/14/2022

Tammi Palm

From: John Hampton <jbhampton@aol.com>
Sent: Monday, April 25, 2022 1:21 PM
To: Susan Kluthe
Cc: Tammi Palm
Subject: FOR THE CITY COUNCIL

As residents of Fontenelle Hills for the past 40 plus years, it is heart breaking to see what is being planned in developing the golf course lots. We hope the City Council considers what is one of Bellevue's most desirable neighborhoods when making their decision. It will have a tremendous impact on the value of the existing homes, as well as traffic issues, water run off, density etc.. If development is approved, lot size and minimum square footage of the homes should be equal to the existing homes.

There is a lack of "Green Space" in our development. There are no public walking paths. No picnic areas, or bike paths. No place for children to gather to play games. This is an opportunity for the City to acquire land for the common good of the public either through donation, purchase or a combination of the two.

John and Barbara Hampton

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APR 25 2022
PLANNING DEPT.

Tammi Palm

From: Robert Buschkemper <rbuschkemper@gmail.com>
Sent: Monday, April 25, 2022 2:38 PM
To: Tammi Palm
Subject: Planning Department case #s Z-2203-06, S-2203-11

Ms. Tammi Palm, Planning Manager
City of Bellevue
1510 Wall Street
Bellevue, NE 68005

Dear Ms. Palm,

I write in response to your April 15, 2022 written announcement regarding the possible rezoning of Lots 1-9, Fontenelle Hills Estates, et al, to allow a planned subdivision zoned RE (Residential Estates).

As residents and homeowners in the area effected by this proposed change, my spouse, Elizabeth Buschkemper and I, Robert Buschkemper, stand opposed to the rezoning action for the following reasons:

- We have concerns regarding the effectiveness of adding more volume to the storm and sanitary sewer systems. It is our understanding expansion into the effected areas has previously been addressed and rejected based on the apparent limited capacity of the existing sewer systems.
- We question the ingress and egress capacity of the proposed roads to provide an unrestricted ability for fire, ambulance and other public safety vehicles to approach the proposed newly built homes.
- We question the effects of the displacement of wildlife that frequent our neighborhood as we have daily viewings of deer, turkey, raccoons, opossum and other animals and birds who presently make there homes in and around our neighborhood.
- We appreciate the value of the present open ground to be used as a recreational area for families and individuals who walk on the paths, play in the common and open areas and use the natural slopes in the winter for sledding and cross country skiing.
- Finally we value highly the view and vista we appreciate from our backyard and deck, a primary reason we purchased our property 20+ years ago.

Thank you for reading and hopefully seriously considering our concerns and viewpoint. We plan to be, if at all possible, in attendance at the Planning Department meeting this Thursday, April 28, 2022 beginning at 6:00 pm in the City Council Chambers.

Respectfully,

Robert C Buschkemper
Resident and homeowner
514 Laurel Drive, Bellevue, NE 68005

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APR 25 2022
PLANNING DEPT.

City of Bellevue Planning Department
1510 Wall Street
Bellevue, NE 6805

Bellevue Planning Commissioners,

I am writing as a homeowner with concern about the proposed rezoning of what used to be the Fontenelle Hills Golf course to Residential Estate lots. I believe this plan would not in the best interests of the community and that better alternatives may exist. The majority of current residents I have spoken with also oppose turning the current green space into additional homes, even if on large estate lots, for the following reasons:

- Most bought their homes specifically for the location and view, with the assumption, implied promise, or assurance that the green space and recreation area (even if not the pre-existing golf course), would be preserved, and NOT turned into another housing development. Many backyards were platted with only minimal setbacks of 30 some feet based on the presumption that the property beyond would always continue to be an expansive open green space, golf course, or common grounds area. There was never any expectation the land could someday be allowed to turn into someone else private property with the right to build fences, houses etc. less than 10 to 20 yards from their own back steps.
- This would be highly detrimental to the spirit, value and beauty of the Fontenelle Hills neighborhood. The current green space corridors have long been the habitat for a magnificent multitude of wildlife including deer, turkeys, raccoons, opossums, fox, birds and more that would be severely disrupted by new homes and fencing blocking their natural passageways.
Has any consideration or study been given to the impact on wildlife? What, and where is it available?
- Water run-off, sewage management etc. remain a major concern. Past requests for additional housing have been declined on the basis that current waste-water capacity had already been reached. During periods of heavy rainfall one can see virtual rivers of water coursing through the valley of what once was the golf course.
What changes have been made that the Wastewater Superintendent can now confirm that "there is sanitary sewer capacity to serve these single family homes", when the contrary was previously held to be true?
What studies have been done to determine the capacity for further development and maximum number of potential future homes? Where and how can this information be accessed?
- Given the natural drainage runways on low lying land in the 'valley' of the old golf course between the homes on either side, any new homes would likely need to be located on steep slopes or close to pre-existing homes. This, plus the excavation and earth moving necessary for new roadways and access would severely disrupt the current landscape, appearance, surrounding trees and general ambience of what has given the Fontenelle Hills neighborhood its value and special identity since its inception over 50 years ago.
- Hollow assurances have been given to current residents that allowing these 9 large 'estate lots' is the 'best of potential bad alternatives', and should be accepted as such to prevent even more and smaller lots. However many disagree.
What promises or protections can be given to current residents that the proposed large lots won't be further subdivided and rezoned into yet more lots in the future?
Or that the accompanying new roads, drainage problems, loss of trees, views, and wildlife will not severely diminish the value and enjoyment of their property?
What rights do the existing homeowners have regarding all of this??

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- Given that the proposed new lots were originally slated for recreational use, and per recent Planning Commission report...“the Future Land Use Map of the Comprehensive Plan show this area as low density residential **and recreational**” (emphasis added). Rights of the new owners to fence off their 1 to 5+ acre properties to prevent use by others for current recreational activities like hiking, sledding, cross country skiing, play areas, nature walks, etc. would essentially prevent the implied recreational use that has been fundamental to the nature of the community for decades. An important question stands out...

How can public 'Recreational Land' be preserved in someone else's new private property??

- Removal of nearby trees, new high fences, or prevention of access to the current green space recreational areas by the new owners could severely diminish the existing owners property values.

What provisions can or will be made to protect and preserve the trees, view and green buffer space immediately behind the 10 yards or less of 'backyard space' currently owned by many residents?

- I understand that the current owners have legal rights regarding their property, as well as a natural desire to sell and profit from it rather than continue paying taxes on what has for them become unproductive land. I also understand that the proposed zoning change to 9 large estate lots is a better alternative to the threatened higher density small lots or apartment buildings. However, an important underlying question that I have not yet seen addressed is:

What other alternatives or options have been explored? For example:

- *Annexation or designation by the city as a park, recreation, or green space area preservation?*
- *Partnership with the adjoining Fontenelle Forest or other organization as some sort of wildlife preserve?*
- *A collective way for affected aggrieved current residents to pay the taxes, maintenance costs, etc. so this wouldn't be a financial drain of the official owners?*
- *Possible purchase by current owners either as a group or individually to extend their own lots into one or more of the new proposed estate lots to preserve a green space buffer zone behind their homes?*
- *Other ways to compensate the buyers of this old golf course land for their investment?*

Given that the notice of the proposed rezoning was sent out little over a week ago on April 15, with minimal background information along with maps that were too faint and blurry to discern property or road details, there has not been sufficient time for affected residents to meet, discuss, seek answers, circulate petitions, or look for what could be better alternatives to the current rezoning proposal before the April 28 public hearing.

Therefore for the greater good of the community and its future, I oppose the rezoning request for Residential Estate Lots, and suggest instead leaving this beautiful property as protected greenspace or to zone as Recreational Use only for the enjoyment of all

Or at the very least, strongly urge the Planning Commission to defer their decision and recommendation to the City Council until the many questions, concerns, and potential better alternatives can be adequately addressed with the affected residents.

Thank you for your consideration.

Sincerely,

Betsy Buschkemper
514 Laurel Drive, Bellevue NE 68005

26 April 2022

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

RECEIVED
APR 27 2022
PLANNING DEPT.

Bellevue Planning Commissioners,

I am a current homeowner in Fontenelle Hills and have resided here for the past 15 years. I am strongly opposed to the proposed action to rezone Lots 1-9, Fontenelle Estates, being a replat of Lot 1, Fontenelle Replat 8, and Lots 12, 13, 16, 17, 55A, 233, and 234, Fontenelle, and half of vacated Laurel Lane, from RS-120-PS (Single Family Residential – 12,000 Square foot zone – Planned Subdivision) to RE (Residential Estates) and preliminary plat Lots 1-9, Fontenelle Hills Estates.

There are numerous reasons for my objection to this rezoning action which are listed below:

1. **Home Value Loss.** The loss of our golf course and green space will undoubtedly cause a loss of home value for all homes in Fontenelle Hills. Homes built adjoining the golf course and green space will inevitably see the greatest loss in home value. Current residents were drawn to live here because of the green of the forest and the beautiful golf course.
2. **Increased residential density:** Adding more homes to the existing Fontenelle Hills neighborhood will result in more noise along the fairways, especially from additional cars, people, dogs, and lawn mowers. Current residents enjoy the quiet sanctuary in their backyards that the current golf course/green space provides. Additional car traffic will be on our roads from more residents, visitors, contractors, and home repairmen.
3. **Wildlife Impact:** Fontenelle Hills has wildlife transiting the neighborhood from the nearby woods. Deer, turkey, squirrels, racoons, groundhogs, skunks, and foxes, as well as numerous species of birds and bats, are regularly seen near our houses and grazing on the grass and bushes on the golf course/green space. Construction of houses on the golf course/green space will have a deleterious and negative impact on the wildlife in our neighborhood. This impact should be carefully studied before more houses are permitted.
4. **Terrain issues:** The proposed lots for zoning Residential Estates are primarily on steep sloped land not conducive to constructing houses and roads. The steep slopes will make home construction more difficult and subject them to future issues of foundation shifting. Many homes in Fontenelle Hills built on slopes have experienced foundation slippage. Construction of roads on these steep slopes will create a hazard for residents – especially in wet, icy and snowy conditions. We already have several streets in our neighborhood that require extra care in snowy and icy conditions. The slope of the lots also encourages water runoff towards the center of the golf course fairways from the top to the bottom of each. Adding additional houses, driveways, and access roads will exacerbate the runoff problem. A formal comprehensive study of the rainfall runoff dynamics of the land needs to be done before any rezoning is granted.

Houses built at the bottom of these fairways will undoubtedly have water intrusion issues during heavy rainfalls and snowfalls if they are built with basements or at existing ground level. Sale of this land to developers for residential houses could result in the deforestation of trees along the golf course fairways/green space. As much as 50 percent of the trees in our neighborhood could be lost. This could cause soil erosion issues for residents above the deforestation and will have a negative impact on wildlife. In Recommendation Report #1, Public Works says, "Given the topography of the area proposed for lots 6-9, along with easement and setbacks, finding adequate building sites would appear to be challenging." The report goes on to say, "Hill Farrell's preliminary sketch of proposed building sites (provided 4/21) would appear to require significant site grading and/or retaining walls to accommodate construction as shown, which would likely drive up development costs for those lots."

5. **Sewer system capacity:** Fontenelle Hills residents that have lived here for many years have stated that the current sewer system cannot handle additional houses. The sewer system is at its limit and additional houses will require a significant and costly improvement to the existing system. Plans for an additional 30 houses on the back 9 holes of the golf course were cancelled when it was discovered the sewer system would not support it. It is also possible that the golf course/green space of 28 acres could be divided into 28 1-acre lots under the proposed zoning. It is unknown if the current sewer system could handle this greatly increased load. A comprehensive analysis and study of the Fontenelle Hills sewer system needs to be completed and the results published to residents before any rezoning is granted. Residents of Fontenelle Hills deserve to know the capacity of their existing sewer system before these zoning decisions are made
6. **Implied Golf Course:** Fontenelle Hills has had a golf course since its inception in the late 1960's. Fontenelle Hills golf course is the heart of the neighborhood. The homes were built around the golf course. When people mention Fontenelle Hills, most often an image of a golf course and woods comes to mind. The entry sign to Fontenelle Hills still lists our neighborhood as having a Golf Course, along with A View, Homes, Condos, and Apartments. A recent real estate listing for a condo on Fawn Court in Fontenelle Hills lists the nearby golf course as one of its alluring amenities. Google searches of Fontenelle Hills Golf Course or Country Club will return listing describing an 18-hole, 2 9-hole, or a 9-hole course. Precedent exists for stopping the construction of residential housing on a former golf course. In 2009 the Nebraska Supreme Court ruled in Skyline Woods Homeowners Association vs Broekemeier that, for the first time, Nebraska recognized implied restrictive covenants inferred from a common scheme of development. Such covenants are not recorded expressly in the chain of title, but rather are inferred from a common plan affecting the property and its surroundings.
7. **Zoning/Future Use Issues:** Sarpy County GIS data lists the golf course fairway/green space area as zoned RS-120. However, the zoning listing for its future use is REC – Recreational (Bellevue) – 100%. This tells the public that the future intent of this land is to be for recreational use, not residential. The city of Bellevue's letter states that the Petitioner is Hawkins and Strom LLC. A review of Sarpy County GIS data shows that Hawkins and Strom LLC do not own all the property listed in the zoning request. It should not be possible for someone, other than the property owner, to request a zoning change on their property per the letter sent by the City of Bellevue to all affected Fontenelle Hills residents.

It is for the above reasons that I strongly object to this request to rezone the Fontenelle Hills golf course Lots 1-9 to RE (Residential Estates). The current owners need to find a recreational use for their property that provides benefit to the owners, the wildlife, the residents of Fontenelle Hills, and the citizens of Bellevue.

Stephen D. Graf

Stephen D. Graf Lt.Col. USAF (Ret)
518 Laurel Drive
Bellevue, NE 68005

April 27th, 2022

To Whom It May Concern:

My husband and I have been a homeowner since 2017 of a beautiful house on Laurel Drive in Bellevue.

We both work full time in the insurance industry and have five small, rowdy children & one boisterous puppy.

The sole reason we bought this house is because of the beautiful serene view from our kitchen window which reminds me of my childhood in the Mississippi Delta.

I have spent the last 5 years watching my children romp on the landscape as I did as a child. They get copious amounts of hours of fresh air and vitamin D to offset the video games and mindless TV they also consume.

I would like to mention the strain on the sewer system as it can only handle 9 more houses, and 9 houses exactly are proposed. Sewer systems that are properly functioning are crucial, as we all know.

I also would like to cite the complications the side street created to accommodate the 3 small lots will cause for emergency vehicles as well as simple day to day use by residents, postal vehicles, and sanitation vehicles.

I am very concerned, as well, about the property values that the houses in our neighborhood hold currently and how that would be affected very negatively by taking away the green space.

Please, please reconsider the zoning for this land.

Thank you,

Hannah Novotne
510 Laurel Drive
Bellevue, NE 68005
402-658-8468

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APR 28 2022
PLANNING DEPT.

Tammi Palm

From: irvinholmes@aol.com
Sent: Wednesday, April 27, 2022 10:57 PM
To: Tammi Palm
Subject: Rezoning the old golf course holes 2-9.

We were one of the first homeowners in Fontenelle Hills, having moved into our house here 53 years ago. We have appreciated and enjoyed the beauty and uniqueness of the area and want very much to see that continue.

Rezoning portions of the old golf course so that smaller homes and other dwellings can be built would be a terrible shame. If the rezoning is changed, we would hope the size of the lots would be for only one larger single family house so they would compliment the already existing homes in the area. Anything other than that, would change the beauty, looks and value of the area forever. We certainly don't want that to happen.

Some change is inevitable but common sense and doing the right thing, not just making money, goes a long way in deciding the best thing for the neighborhood.

So sorry we could not be at the meeting Thursday.

Thank you,

Irvin & Betty Holmes
808 Martin Drive West
Bellevue, NE 68005

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I am sending an email as I will be unable to attend the Planning Commission Meeting in person.
RE: Request to rezone various parts of the "old" golf course in Fontenelle Hills.

The Fontenelle Hills subdivision is a beautiful and unique area in the city of Bellevue. It has existed for decades. There are many homeowners who have lived in this area for many years as well as some newer residents.

The only way to preserve the integrity of this beautiful, treed and forested area that we live in is to zone it for larger (at least 1 acre) lots with larger single family homes. This would add to the existing housing values and would not detract from the wonderful community of Fontenelle Hills. It would be a great injustice to zone this area for anything less.

Bruce Stohlman
205 Martin Drive W
Bellevue, NE

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APR 28 2022
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Tammi Palm

From: Giovanna Zermeno <giozer79@yahoo.com>
Sent: Wednesday, April 27, 2022 6:27 PM
To: Tammi Palm
Subject: case # Z-2203-06, S-2203-11

April 26th, 2022

Giovanna Zermeno
Luis Carranza
506 laurel Dr
Bellevue, NE 68005

Tammi Palm
Planning Department
1500 wall street
Bellevue, NE

Dear Tammi Palm,

I am writing this letter concerned about the golf course zoning change (case # Z-2203-06, S-2203-11) that is planned to happen in my neighborhood. My name is Giovanna Zermeno, and I live on 506 Laurel Dr in Fontenelle Hills with my family. My husband and I purchased this home on December of 2019. In this letter I would like to focus on the four main reasons why we believe the idea of building more homes in the golf course would be a detriment to our neighborhood and why permits to build in the golf course should not be issued.

value of homes will drop, as the view, and green areas behind homes will diminish. When we purchased our home, we were under the impression that we would have a golf course behind our property. This is the reason why we did not mind the lack of a back yard. Had we known houses could be built behind our property, we would not have purchased such an expensive home with no back yard. Soon after we moved in, we learned that the golf course had closed. We worried about what would happen to the land, but we were informed that the sewer system could not handle more homes. My husband was hoping that an offer to purchase the back of our home would become available, but nothing of the sort happened.

This takes me to my second point. My husband and I are very concerned with the effect that this development and addition of homes could have on the sewer system. We have had several neighbors who have had to deal with sewer problems with the current system. They have had to pay thousands of dollars, and this is without the added homes. Not only will the sewer system be affected, but I cannot imagine what it will be like for our trash/recycling pick up service as well as the snow removal if we add more narrow and steep streets behind the existent homes.

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To even imagine what construction of all these streets and homes will be like, stresses me out. Residents in Fontenelle Hills purchased these homes because of the greenery, peace, flora, and fauna of the area. Construction of more homes will destroy the habitat of many of our nature residents and will destroy the peace that we experience here with more people, noise, and cars, and this is after the construction disturbance of all these new access roads, homes, retaining walls, and fences.

Fontenelle Hills is already at capacity with spaces for vehicle parking. Every time my family or any other of my neighbors has a get together, parking is an issue. Most driveways are small, and the streets are narrow. We do not have room to add more vehicles to our neighborhood.

I understand the need to make money of a property; however, the owners of this land should have thought about Fontenelle Hills and its residents before purchasing the golf course. We need to come up with another solution to this problem. Providing the re-zoning permits will affect many residents and will devalue our property, taking away the main charms that attract people to purchase homes in this area as opposed to Papillion or west Omaha.

Thank you for considering what most of the current residents would prefer, which is having the green spaces with its nature residents behind our homes.

Sincerely,

Giovanna Zermeno

Luis Carranza

Tammi Palm

From: Michele Bang <mabang1333@gmail.com>
Sent: Thursday, April 28, 2022 1:34 PM
To: Tammi Palm
Subject: Planned Homes on Fontenelle Hills Golf Course Property
Attachments: Fontenelle Forest Danger Sign.jpg

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APR 28 2022

PLANNING DEPT.

Ms. Palm,

My name is Michele Bang and I live with my family at 506 Ridgewood Drive in the Fontenelle Hills neighborhood. We purchased our home in 2010 and have been members of the now no longer operational Fontenelle Hill Golf course until last year when they said they were no longer going to run the course. We recognize the amount of work the three families who bought and ran the course did in order to maintain the property as a private course. We also recognize this is private property and as such they may have rights. While the proposed single family homes are better than apartments or multi family townhomes, we are still extremely concerned.

I have golfed and walked this course many times, our backyard sits on the course and in fact our backyard property line actually traverses the golf cart path. In addition to providing significant habitat for wildlife, the course provides for a natural watershed for water coming off of roofs, streets and yards. We know that the proposed lots take on significant water and are subject to erosion, sinkholes and in several areas to severe erosion. Within the past 5-7 years there have been two major projects on the golf course to assist with watershed and erosion issues. There is often significant water in the proposed areas for Lots 3,4 and 5. Oftentimes the course managers would rope off areas that were wet and created a sinkhole throughout the summer. These properties will sit in a significant ravine with steep grades on the west and east. Lots 6,7,8 and 9 have two areas where there are significant erosion concerns. In one area there is a fence and signage that discusses the danger and that it is unstable ground (see attached photo). In the second area you can see where erosion is taking more and more of the course. We have also been informed that a wall will likely need to be constructed to allow for the access road to Lots 7, 8 and 9. The property directly behind our house is again on a steep grade, and while it does not currently appear to be in the plans for development, we are concerned it could be in the future should the proposed rezoning be approved.

When we purchased our home in the Fontenelle Hills neighborhood, our realtor used the course as a selling point. We continued our membership to ensure the course and green space would remain. When we were informed they were no longer going to maintain the course, there were many inquiries regarding what the owners intended on doing with the property. Some of the property owners assisted in maintaining some of the course, while other areas were allowed to go back to nature. The owners did not provide any of the property owners information that they were going to develop the property until we received notice that there was a request to rezone.

Because of the location of the homes on these lots, there will be a significant amount of infrastructure that will have to be constructed prior to the homes being built. I am concerned that our taxes will be needed to support the additional infrastructure costs unless there are express ordinances put in place creating an SID. However, this would mean that Bellevue would have to carve out part of the City to allow for this. Additionally, you can see where homes were built in areas that appear to me as not initially defined in the original Fontenelle Hills development. This includes Laurel Drive and the western part of Bayberry Drive which extends from Bayberry Circle. The roads in these areas are poorly maintained asphalt. The City of Bellevue has not improved those roads since annexing Fontenelle Hills.

Bellevue has an opportunity to maintain a public golf course or green space within the City Limits that is adjacent to a Fontenelle Forest and provides an extended area for wildlife to thrive. While I recognize the private property owner's rights, I believe the infrastructure requirements to make this property viable to 9 homes significantly outweigh the benefits in the form of increased property taxes to the City. In fact, I believe the expenses will likely outweigh any

benefit from the City. Additionally, the City of Bellevue will be required to provide fire, medical and police emergency services to these properties. The proposed access road will need to be sufficiently wide to allow access and turn around points. That will increase paved areas, further exacerbating watershed issues in the area that is already subject to significant erosion issues. Therefore I am requesting that the City denies this request.

Sincerely,

Michele Bang
402-630-7799

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APR 28 2022
PLANNING DEPT.



NO
TRESPASSING
Unstable steep
bank

PLANNING DEPT.
APR 26 2011

April 20, 2022

City of Bellevue Planning Commission

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APR 28 2022
PLANNING DEPT.

Dear Commission Members -

My name is Alex. I am 10 years old and live at 508 Laurel Drive on the Fontenelle Hills golf course. My parents shared the news that the area behind our house is possibly going to be developed into housing. This made me very sad.

I have a lot of great reasons why houses should not be built there.

1. This is an area of a lot of wildlife. A lot of people here enjoy the wildlife and the wildlife will be scared away from our serene area.
2. It is hard for the homeowners to enjoy their homes because of all the disturbance.
3. It would cause years of disruption.
4. It will cause more litter to be in this area. I go out once a month and clean up the litter and there is already a lot.
5. It would destroy animal habitats. Animals could even get hurt from all of the construction.
6. Many animals have homes and it would make it harder for animals to raise their young.
7. We do not have a park nearby, this space where a lot of people go and use it like a park.
8. Many people use the paths for walking.
9. Kids use the hills for sledding.
10. If anything should be built, it should be a small park so it doesn't destroy much of the animals homes.

Thank you very much for your time in listening to my concerns.

Sincerely,

Alex M. Ingraldi

To Whom It May Concern:

Please accept the following untouched and unedited letter/essay from my 13 year old daughter (a straight A student this year, having won the Presidential Excellence award last school year, tested the 2nd highest in her grade at Logan Middle School & accepted into the Junior Honor Society for the upcoming '22 fall). Outside of her academic excellence, she's an avid reader of sci-fi and fantasy novels and enjoys being in the local show choir.

Hannah Novotne
510 Laurel Drive
Bellevue, NE 68005
402-658-8468

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APR 28 2022

PLANNING DEPT.

Fontenelle Hills Estates

An amazing golf course



Introduction

I believe that you should not zone the golf course and build houses on it. By doing this you are taking away things that everyone who lives in the neighborhood appreciates. You are taking things away from us like long walks in the open space, and the astonishing scenery. Zoning the land would be, in my opinion, a change for the worse.

Walks

No one wants you to zone the land. For one, I and my family love the outdoors, and taking away the golf course would be greatly unappreciated. It would take away from many families, including mine, the ability to go outside and take long walks with the family. Amazingly, we can walk outside and have a vast amount of land where we can run around, and go on lengthy walks. And if that wasn't there we wouldn't have a space to let our dog run around in an open area.

Scenery

Another thing that you would be taking away from us is the scenery, being able to just walk outside and see it, is amazing. It's always beautiful no matter what season we're in, looking out at snow-covered hills is a wonderful leisure. Zoning the land would not be beneficial. We would, unfortunately, not be able to look outside and see deer sprinting around running between trees and turkeys flying up into trees. I think it is astounding that we can see deer, turkeys, cats, and tons of kinds of birds daily.

Animals

What about the animals? What's going to happen with all of the cats, deer, and turkeys? By building houses there you're not only taking away our golf course but taking away all the animals' homes. We love feeding the birds and squirrels, but without the golf course, they won't even have a home to live in. We wouldn't be able to walk a small distance away to be able to golf as a family. No one will be happy if you decide to zone the land.

Conclusion

Zoning the land is an extremely bad idea. By zoning the land you would be taking away the scenery that everyone who lives near it greatly appreciates. You would also be taking away our ability to go on walks and golf as a family. There are just a few of the reasons why my family and I all believe that zoning the golf course would be a change for the worse.

Maya Valenti
510 Laurel Drive
Bellevue, NE
13 Years Old

Tammi Palm

From: Protus Mose <protusmose@gmail.com>
Sent: Thursday, April 28, 2022 11:59 AM
To: Tammi Palm
Subject: Case # Z-2203-06, S-2203-11

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APR 28 2022

PLANNING DEPT.

Good morning,

I am writing to you as a resident of Fontanelle Hills, regarding the proposed zoning changes from recreational to residential for the purpose of building new homes on the former golf course. As a resident, I am staunchly against this proposal for a multitude of reasons.

First, the green space is intentionally designed into the neighborhood. When you pull in, there's a sign, to this day, advertising the golf course. As you drive through, the streets are separated by greenspace. The name itself, Fontanelle Hills, implies a relationship with the forest and nature. Even though the golf course has closed, those green spaces are still utilized by residents. I play baseball and football and soccer with my children on the old fairway. We take walks on the former cart paths. Being a recent mover into the neighborhood within the past two years, these spaces were specifically part of why we moved here, and we were told there were no plans for development of these spaces. This is a bait and switch on the order of hundreds of thousands of dollars per house.

When we put a small fence in, we pulled the property lines to discover we actually owned a lot less than we thought going to the back. The property line actually passes within 10' of the back of my house at one corner. There is no guarantee of how close they can try encroach. Sure, the initial plan calls for three structures on our green area, but if rezoned, there's nothing stopping them from further subdividing.

The current infrastructure of the area does not support adding additional properties. Where they want to build is in a valley between two large hills. It's a flood/drainage nightmare. There's no way you could have a basement, even with creative grading. The sewer drainage system in place cannot accommodate any additional properties. Are they going to try to cram it in anyway? How will that affect everyone on the line? Are we going to deal with a year of construction of a new sewer line? Who's going to pay for that? How will these new properties affect the existing load of other utilities?

To make use of the area they are wanting, extensive grading will be needed. There's no room for a road to get to these properties currently. Will they be digging out the hills, deforesting them in the process and causing erosion issues for the residents at the top?

The views that we all paid for will be completely ruined, turning those of us on these areas into another subdivision with rows of houses, rather than the nature areas we intentionally purchased. The nature trails and natural paths that wildlife use will be completely decimated.

The 'future use' in the current zoning of these areas is for 'recreational.' Being that it already is recreational, I would argue it is, de facto, no longer zoned for residential at all.

I understand the current owners made a bad business decision purchasing a golf course they were not able to successfully run and maintain, but the hundreds of residents of the neighborhood shouldn't be the ones having to pay for that mistake. There are ways to mitigate their losses. We shouldn't have to have our property values plunged and our lifestyle ruined to bail them out of a failed investment.

My family, and every other family we have spoken with, are VEHEMENTLY opposed to this proposition and urgently request you deny any request to turn any more of the few green spaces left in our city into McMansions.

Sincerely,

Michael Ingraldi
508 Laurel Drive

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

Dear Tammi Palm, Planning Manager;

I am writing in reference to Case #'s Z-2203-06, S-2203-11 and Applicant: Hawkins & Strom Holdings, LLC, providing my strong objection to this proposed construction. My wife, Susie Louis and I moved to Fontenelle Hills almost eight years ago. During this time, despite our property taxes increasing dramatically each year, we pay them knowing we moved here to be in an environment that Fontenelle Hills is known to be as a residence community backed up to a golf course which increases the value of the property. The woodlands habitat is why everyone who has purchased a home in Fontenelle Hills has moved here. The layout of the golf course even when not in use is what maintains the land and the character and quality of Fontenelle Hills or even Fontenelle Forest which is backed up to this community. Our residence was meant to be our last home because of the neighborhood. Thus, I submit this letter strongly objecting to this capital venture for the following reasons.

My apprehension besides the irrevocable impact to the incredible green space and its resident wildlife concerns the impact on the available utilities (water and sewage) and emergency vehicle access that the development of these single home residences will create. Having walked the paths that line the locations where these homes will be built countless times over the past eight years, I understand the unnecessary loss of trees that support the steep hills from erosion. I cannot imagine what the current residents will have to face or be forced to pay for the bulkhead walls to support the existing homes from the rapid changes to the topology. I have seen the pools of water that remain for days after even a simple rain shower in these lower areas. There has to be a conscience understanding that there will be limited access without cutting into the existing forested hillsides. And a few of the proposed plots are not wide enough to provide ample access for a new road to provide access to emergency vehicles which puts all existing homes at risk from fire damage. I get nervous when there are doing planned burnings at Fontenelle Forest when I see or smell the smoke, but they are professionally managing the situation onsite, not rushing to stop a house on fire. During the past eight years, two apartment complexes completely burned to the ground, but there was at least emergency access to these units. And again, they burned to the ground. Other options surely are available for this land besides putting in homes that only make things worse.

As the last forty years of my professional career has been directly involved with the preservation and conservation of the environment in some of the most threatened biodiverse places on this planet, I am very aware of the cost of losing green space to our climate and to our basic connection to nature. Loss of habitat through the cementing of our world anywhere is felt locally and around the world as no one lives in a bubble protected by consequences elsewhere. Losing this space to more homes is not beneficial to anyone except the few that are only interested in making more money. We have made inquiries multiple times since we were told the golf courses were closing to the neighborhood association, but we have never received any reply to correspondence to help make this a permanent green space. And my wife and I are experts at creating green spaces after planting over 5 million endemic trees in one critically endangered habitat in Madagascar over the past ten years. We are troubled that the proposed apartment was publicized and given ample time to state our objections, along with universal support against this endeavor, but this new proposed housing project was just announced to only people within 300 feet of the proposed plots with very little objection compared to the apartment complex proposal. Why were both cases treated differently? The damage created to this environment and chaos and cost to reconcile the lack of sufficient water and sewage utilities or vehicular access is not going to affect just those homes within a stone's throw of these new homes. What new taxes are going to be added to our taxes that are already out of control by the city of Bellevue to make reparations for all of the utility or erosion that will certainly increase to modifications to the current landscape and number of new homes and households? I understand that the land isn't sitting there without having monetary obligations, but how much value to our homes will be added by putting in these new homes compared to a golf course which the land was zoned to be or even a green space with paths for bikes or dog walks, butterfly gardens or community vegetable gardens, ponds for fishing or other recreational use?

I appreciate the time that the Bellevue Planning Department takes to hear from the very people that will be impacted by the proposed single family residential development. I hope our voices and concerns matter since we have also paid to live in this community.

Sincerely,



Edward E. Louis, Jr., DVM, PhD
504 Ridgewood Drive
Bellevue, Nebraska 68005
(402)305-7544

RECEIVED
APR 28 2022
PLANNING DEPT.

City of Bellevue
Planning Department

24 April 2022

In response to the letter I received regarding a rezoning request by "Fontanelle Hill Estates", I would like to make some points against this action.

I have resided in the Fontanelle Residential area with my wife Mary and our children for the past fifty (50) years. Mary B. became enthralled with the development when she became aware of it and saw it firsthand. When we purchased our home, we were told of the advantages to live on a golf course which preserved the beauty of the area and allowed many types of wildlife to exist that we could enjoy.

The rezoning action would severely eliminate the stated or implied reasons to reside in Fontanelle Hills. Many environmental and aesthetic alternatives would occur to the detriment of the wildlife, the loss of trees, the development of erosion hazards, the loss of the "Spirit of Fontanelle Hills" as well as many other known or unknown considerations.

I am suggesting that the rezoning proposal not be recommended to allow the area to retain its uniqueness or reinstate the presence of the Golf course. Many people walk on the prior cart path and enjoy the ambience which will be lost forever if this truly scenic, unique area of Bellevue is destroyed.

RECEIVED

APR 28 2022

PLANNING DEPT.

Sincerely,
Anthony J. Yonkers
508 Ridgewood Drive
408-291-9171

606 Laurel Drive
Bellevue NE 68005
28 April 2022

City of Bellevue
Planning Department
1510 Wall Street
Bellevue NE 68005

RECEIVED

APR 28 2022

PLANNING DEPT.

Reference: Your letter, dated 15 April 28, 2022

Subject: Rezoning of Lots 1 through 9 in Fontenelle Hills Estates

Dear Planning Department member

Request you disapprove this rezoning request. The following are my concerns with this rezoning.

1. Much of proposed space for new houses is in a valley not conducive to new construction
 - a. steep slopes on both sides promote flow of water down to the center
 - b. downward slope of fairway encourage water to flow to bottom of hill
 - c. construction of new homes will add to water flow
 - i. water from roofs/gutters
 - ii. water displaced from driveways
 - iii. water displaced from roads and sidewalks
2. Construction of new homes could result in the loss of approximately 50% of the trees behind our homes.
 - a. Trees behind our homes create a natural "privacy fence" obscuring the view of homes on the opposite side of the fairway
3. Construction of new homes on the fairway will have a negative and detrimental effect on wildlife in the neighborhood.
 - a. Deer and turkey routinely graze and traverse the fairway in search of food. New housing will discourage wildlife from moving through the neighborhood
 - b. Removal of trees along the fairway will remove space the wildlife use to traverse our neighborhood.
 - c. Increased noise and population (cars) will possibly cause the wildlife to leave.
4. There is an implied understanding that there is a golf course in Fontenelle Hills
 - a. Entry sign says Fontenelle Hills has homes, condos, apartments,

and a Golf Course. The sign is lit and has been there for many years.

- b. Google searches of Fontenelle Hills Golf course or Fontenelle Hills Country club describe an 18-hole, 2 separate 9 hole, or a 9 hole golf course.
 - c. A recent condo listing for a condo at 310 Fawn Court in Fontenelle Hills listed one of the amenities as the nearby golf course.
 - d. precedent exists for stopping the construction of residential housing on a former golf course. In 2009 the Nebraska Supreme Court ruled in Skyline Woods Homeowners Assn vs Broekemeier that for the first time, Nebraska recognized implied restrictive covenants inferred from a common scheme of development. Such covenants are not recorded expressly in the chain of title, but rather are inferred from a common plan affecting the property and its surroundings.
5. Sarpy County GIS data for the fairway 4, 5, 6 list the property as 11.9 acres and zoned as RS-120 Single Family Residence. However, the listing for it's future land use is REC- Recreational (Bellevue) - 100%
- a. GIS data also lists the owner of the fairway as Belle Vue Acres LLC. Petition for rezoning was listed as Hawkins and Strom LLC. GIS data shows Hawkins and Strom owns the former fairways 1, 2, and 3 but not 4, 5, and 6.
6. Construction of houses on the golf course fairway/green space will have a detrimental and negative impact on the value of homes bordering the affected fairways/green space.
- a. There was an implied promise of a golf course/green space in our neighborhood when we purchased our homes/condo/apartment.
 - b. People purchased their homes here BECAUSE of the golf course/green space
7. Lot sizes are smaller than assumed. In some cases, the property line is a mere 35' from the back of the home/deck.
- a. This would allow the developer to place a structure within 35' of your existing house
 - b. Backyard views would be impeded
8. Long-time owners have said that the current sewage and storm drain system is already at maximum capacity.
- a. The existing terrain (hills/valleys) forces this neighborhood to have

- lift pumps to push the effluent to a higher level to be removed.
 - b. Existing infrastructure MUST be upgraded to existing code as the developer installs the infrastructure for new homes.
 - c. Construction of new homes will require installation of water, gas, sewer, and storm drain lines. Underground electric and cable will also have to be installed.
9. Increased electrical load on the neighborhood? Gas supply load?
10. Road access will have to be constructed on steep terrain.
- a. It will be difficult if not impossible to mitigate the slope of roads for access to new homes
 - b. Will the roads be "long driveways" or actual roads for vehicles
 - c. Will new roads allow access for Fire/Emergency vehicles?
 - d. Will new roads allow access for garbage collection vehicles?
11. Additional houses will create more noise in our neighborhood
- a. Lawn mowers, weed wackers, car noise, dogs barking, or voices in our peaceful backyards
12. Additional houses will generate more traffic in our neighborhood
- a. New houses could have several cars each
 - b. Increased visitor traffic
 - c. Increased contractor/repairman traffic

Respectfully

Gerardo Campbell
(408) 807-0606

ORDINANCE NO. 409

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 MARTIN DRIVE AND RIDGEWOOD DRIVE; AND MARTIN DRIVE AND RIDGEWOOD COURT, 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 9, Fontenelle Hills Estates, being a replat of Lot 1, Fontenelle Replat 8, and Lots 12, 13, 16, 17, 19, 55A, 233, and 234, Fontenelle, and half of vacated Laurel Lane, all located in the Southwest ¼ of Section 24, T14N, R13E of the 6th P.M., Sarpy County, Nebraska

From RS-120-PS (Single Family Residence, 1,200 Square Foot Zone – Planned Subdivision) to RE (Residential Estates)

(Hawkins & Strom Holdings, LLC)

Section 2. This ordinance shall not take effect until such time as the final plat of Fontenelle Hills Estates is filed with the Sarpy County Register of Deeds in accordance with Section 4-11 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: _____

Susan Kluthe

From: Dave Brammer <davebrammer@outlook.com>
Sent: Tuesday, May 31, 2022 4:52 PM
To: Susan Kluthe
Subject: [EXT] Fontenelle Hills Golf Course

Because business precludes us from attending the upcoming council meeting I would like to offer an opinion.

First our deepest condolences to the Stinson family, friends and colleagues.

I would suggest this matter be laid over until the district 2 seat is filled. This matter is clearly important to our neighborhood and we should be represented in its decision.

Emotionally we're against any residential development of the golf course but realistically we realize something needs to be done. We're definitely not happy about looking at weeds year after year which is our greatest concern. The current owners have been given a pass about keeping the grounds mowed. It's quite disturbing that on one side of a property line the weeds can be 3 feet high on the other side (by city ordinance it must be mowed.) What worries me the most is the the hazard this creates. If a fire ever gets started especially in the fall we likely could lose some homes. I would like to see any new property owner have to abide by the ordinances like everyone else.

I would also suggest a more defined definition of (no grading) other than required for a home or private drive. We live in an area of special soil and is prone to erosion once disturbed. Potentially this could directly impact neighbors. There are many residents of Fontenelle hills that have first hand knowledge of this erosion. An environmental study may be beneficial to the councils decision.

Thank You!
Dave & Jeri Lynn Brammer
708 Martin Dr.
402-212-5617

Susan Kluthe

From: rluster1@cox.net
Sent: Tuesday, May 31, 2022 6:39 PM
To: Susan Kluthe
Subject: [EXT] City Council Public Hearing on June7

Susan,

We will be out of town on the 7th therefore unable to attend the meeting.

My husband (Ron) and I live in Fontenelle Hills at 305 Martin Dr.

We are 100% in favor of the Hawkins & Strom Holdings, LLC application to rezone Lots 1 - 9 to RE Residential Estates.

This is by far the best plan to move forward to develop the former golf course real estate into single family homes. Minimal new residences that will add to the property values for everyone living in Fontenelle Hills and benefit all of Bellevue with high end residences.

Joyce Luster

12a1.
6/7/2022

FONTENELLE HILLS ESTATES

PRELIMINARY PLAT
BEING A REPLAT OF LOT 1,
FONTENELLE REPLAT 8,
LOT 12, 13, 15, 17, 19, 55A, 233 AND 234
AND 1/2 OF VACATED LAUREL LAKE
FONTENELLE, SW 1/4 SEC 24-14-13,
SARPY COUNTY, NEBRASKA

NOTES

PROPERTY OWNERS
HARKNE AND STROM HOLDINGS LLC
414 GREENBRIAR COURT
BELLEVUE NE 68005

BELLE WAS ACRES LLC
403 RIDGEWOOD DRIVE
BELLEVUE NE 68005

FONTENELLE HILLS GOLF CLUB
1021 GALVIN ROAD SOUTH
BELLEVUE NE 68005

EXISTING ZONING RS-120

PROPOSED ZONING RE RESIDENTIAL ESTATES

SUBDIVISION AREA 28.4 ACRES

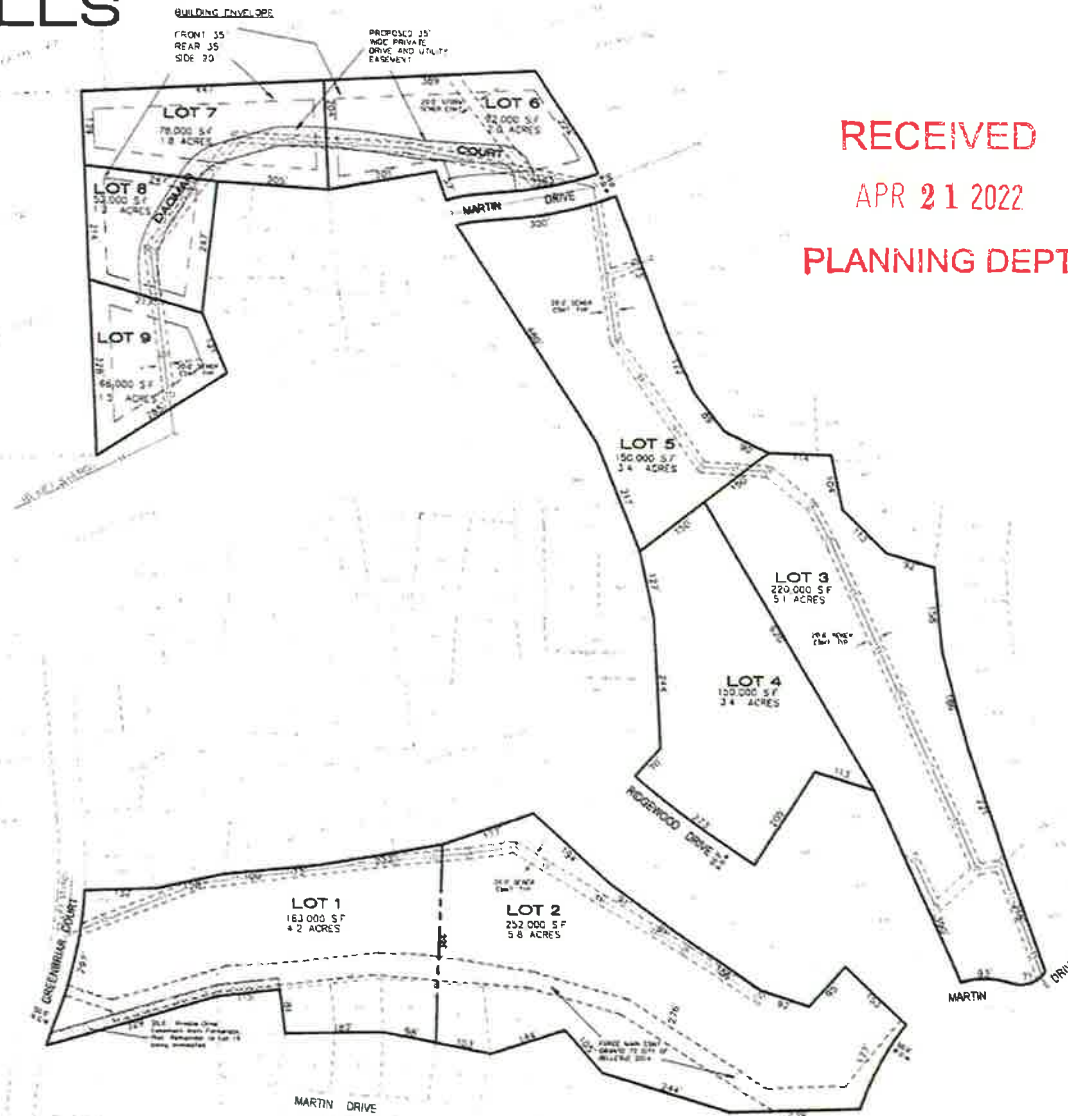
PRELIMINARY PLAT IS FOR THE REDEVELOPMENT OF GOLF COURSE INTO ACREAGE
LOTS FOR THE CONSTRUCTION OF NINE (9) HOMES ON 28.4 ACRES *

ALL LOTS HAVE DIRECT ACCESS TO SANITARY SEWER, M.L.D. WATER AND GAS
O.P.P.D. POWER AND CABLE TV AND TELEPHONE

LOTS 1 THROUGH 3 HAVE DIRECT ACCESS TO PUBLIC STREET LOTS 6 THROUGH
9 HAVE ACCESS TO PUBLIC STREET FROM A PRIVATE STREET

EXISTING SEWER LINES TRAVERSING PROPOSED LOTS WILL BE PLATTED WITH A
MINIMUM 20' G. SEWER EASEMENT GRANTED TO THE CITY OF BELLEVUE

NO GRADING IS PROPOSED OTHER THAN THAT REQUIRED FOR HOME
CONSTRUCTION AND CONSTRUCTION OF THE PRIVATE STREET



RECEIVED
APR 21 2022
PLANNING DEPT.

DESIGNED FOR
DRAWN FOR
DATE 08/16/2022
04/17/2022
04/16/2022

FONTENELLE HILLS ESTATES
BELLEVUE, NEBRASKA
PRELIMINARY PLAT

FH
MILL-FARRELL ASSOCIATES, INC.
Land Surveyors • Land Surveyors
Bellevue, NE 68005 (402) 291-6100

PROJECT NO

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12b.
6/7/2022

COUNCIL MEETING DATE: 05/17/2022		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 192 through 266, and Outlot I, Lakewood West, from AG and RS-72 to RG-50 for the purpose of single family residential development; and to preliminary plat Lots 192 through 266, and Outlot I, Lakewood West. Applicant: Woodsonia Real Estate, Inc., Location: 11715 South 60th Street.

SYNOPSIS/BACKGROUND:

Drew Snyder, on behalf of Woodsonia Real Estate Inc., is requesting approval of a change of zone and preliminary plat Lots 192 through 266, Lakewood West, for the purpose of single-family residential development. The proposed lots are an extension to the recently approved Lakewood West subdivision. This portion of the development will be considered Lakewood West Phase 2. The development will have access to the east from newly constructed extensions of Joann Avenue and Edgewater Drive connecting to the Lakewood West Phase 1 development. Future access to the north will be from a newly created South 57th Avenue. Per Sarpy County Public Works, the property will not have direct vehicular access to South 60th Street or future Schram Road.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

1. <input type="text" value="Planning Commission Recommendation Sheet"/>	2. <input type="text" value="Staff Report"/>	3. <input type="text" value="Rezoning Ordinance No. 4100"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Roblin
[Signature]
[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Woodsonia Real Estate Inc.

CASE #'s: Z-2202-05, S-2202-06

CITY COUNCIL HEARING DATE: June 7, 2022

REQUEST: to rezone Lots 192 through 266, and Outlot I, Lakewood West, being a platting of Tax Lot 14, located in the Southwest ¼ of Section 31, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, and a replat of Outlot H, Lakewood West, from AG and RS-72 (Single-Family Residential – 7,200 Square Foot Zone) to RG-50 (General Residential – 5,000 Square Foot Zone), for the purpose of single-family residential development; and preliminary plat Lots 192 through 266, and Outlot I, Lakewood West.

On April 28, 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 adjacent development.

VOTE:

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

Planning Commission Hearing (s) was held on: April 28, 2022

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: S-2202-06
Z-2202-05

FOR HEARING OF:
REPORT #1: April 28, 2022
REPORT #2: May 17, 2022

I. GENERAL INFORMATION

A. APPLICANT:

Woodsonia Real Estate, Inc.
Attn: Drew Snyder
20010 Manderson St., Ste. 101
Elkhorn, NE 68022

B. PROPERTY OWNERS:

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

C. GENERAL LOCATION:

11715 South 60th Street

D. LEGAL DESCRIPTION:

Lots 192 through 266, and Outlot I, Lakewood West, being a platting of Tax Lot 14, located in the Southwest ¼ of Section 31, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, and a replat of Outlot H, Lakewood West.

E. REQUESTED ACTIONS:

1. Request to rezone Lots 192 through 266, and Outlot I, Lakewood West, from AG to RG-50 for the purpose of single-family residential development.
2. Preliminary plat Lots 192 through 266, and Outlot I, Lakewood West.

F. EXISTING ZONING AND LAND USE:

AG; Vacant/Agricultural

G. PURPOSE OF REQUEST:

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

H. SIZE OF SITE:

The site is approximately 20 acres

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The property is presently used agriculturally.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

North: Vacant/Single-Family Residential, AG
East: Vacant/Proposed Lakewood West Phase 1, RS-72
South: Vacant, AG
West: Vacant/Agricultural, Limits of Bellevue's jurisdiction

C. REVELANT CASE HISTORY:

1. On October 22, 2020, the Planning Commission recommended denial of a request to rezone Tax Lot 14, located in the Southwest ¼ of Section 31, T14N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to ML for the purpose of light industrial development. The City Council denied the aforementioned request on December 15, 2020.
2. On April 28, 2022 the Planning Commission recommended approval of a request to rezone Lots 192 through 266, and Outlot I, Lakewood West, being a platting of Tax Lot 14, located in the Southwest ¼ of Section 31, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, and a replat of Outlot H, Lakewood West, from AG and RS-72 to RG-50 for the purpose of single family residential development; and preliminary plat Lots 192 through 266, and Outlot I, Lakewood West.

D. APPLICABLE REGULATIONS:

1. Section 5.12, Zoning Ordinance, regarding RG-50 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 being medium density residential.

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. No MAPA traffic data information is available for South 60th Street.
2. The property will have access to the east from newly constructed extensions of Joann Avenue and Edgewater Drive connecting to the Lakewood West Phase 1 development. Future access to the north will be from a newly created South 57th Avenue.
3. Per Sarpy County Public Works, the property will not have vehicular access to South 60th Street or future Schram Road.

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 192 through 266, and Outlot I, Lakewood West, for the purpose of single-family residential development.
2. The applicant is also requesting a change in zone from AG to RG-50 (General Residence, 5,000 Square Foot Zone) for Lots 192 through 266, and Outlot I, Lakewood West.

3. This development is an extension to the recently approved Lakewood West subdivision. This portion of the development will be considered Lakewood West Phase 2.

4. Lakewood West Phase 2 residents will have access to the South 54th Street Trail within Lakewood West Phase 1 by use of private sidewalks. There will also be access to a future Schram Road Trail by means of South 56th Street.

5. 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-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.

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.

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

7. The applicant's engineer has been in contact with Sarpy County Public Works regarding improvements to South 60th Street. Sarpy County is currently in the design phase of the project which will be a 3-lane curb and gutter street.

8. Sidewalks will be provided throughout the subdivision as individual lots are developed and will be required along outlots as part of the subdivision agreement. This will provide connectivity throughout the development.

9. The draft First Amendment to the Subdivision Agreement has been submitted and is under review by the City Attorney.

10. Based upon the number of acres, this development will require a contribution to the Park Fund in the amount of \$16,753.50.

11. Staff believes this development is compatible with the surrounding neighborhood and proposed Lakewood West Phase 1 development.

12. This request is in conformance with the Future Land Use Map.

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 February 22, 2022
4. Preliminary plat received April 19, 2022

VII. COPIES OF REPORT TO:

1. Woodsonia Real Estate Inc. – Drew Snyder
2. Thompson, Dreessen & Dorner, Inc. – Bradley Huyck
3. Larry Jobeun
5. Public Upon Request

Assistant Planning Manager

Sammi R Palm 05/06/22

Planning Manager Date of Report



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



February 22, 2022

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:

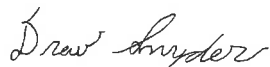
We believe the rezoning request from AG to RG-50 is justified because the proposed development will be compatible with, and complementary to, existing and planned developments that are to the east, west and south of this project. The existing and planned developments to the east, west and south are single-family,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

In addition, the planned development conforms to the City of Bellevue's future land use. The proposed plat meets the zoning requirements for RG-50.

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

Respectfully submitted,

Woodsonia Acquisitions, LLC



Drew Snyder

RECEIVED
FEB 22 2022
PLANNING DEPT.

ORDINANCE NO. 4100

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 11715 SOUTH 60TH 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 192 through 266, and Outlot I, Lakewood West, being a platting of Tax Lot 14, located in the Southwest ¼ of Section 31, T14N, R13E of the 6th P.M., Sarpy County, Nebraska

From AG (Agricultural District) and RS-72 (Single-Family Residential – 7,200 Square Foot Zone) to RG-50 (General Residential – 5,000 Square Foot Zone)

(Woodsonia Real Estate)

Section 2. This ordinance shall not take effect until such time as the final plat of Lots 192 through 266, and Outlot I, Lakewood West, is filed with the Sarpy County Register of Deeds in accordance with Section 4-11 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**

**13a.
6/7/2022**

COUNCIL MEETING DATE: 05/17/2022	SUBMITTED BY: Administration	Legal
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

An Ordinance to Approve the Sale and Conveyance of One Parcel of City Property to Eastern Nebraska Community Action Partnership (ENCAP) and to Provide an Effective Date.

SYNOPSIS/BACKGROUND:

The City of Bellevue currently owns the parcel located at 1003 Lincoln Road, Bellevue, NE. The parcel is the current location of the Bellevue Public Library. With the upcoming relocation of the library, the City has identified a future use for the old library building if the sale of the property to ENCAP is approved. ENCAP will utilize the property as the new location for the Bellevue Food Pantry. ENCAP desires to enter into a Purchase Agreement with the City for the sale of said parcel for the purchase price of \$500,000.00.

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 4101 and authorize the Mayor to sign Purchase Agreement.

ATTACHMENTS:

- | | | |
|--|--|-------------------------|
| 1. <input type="text" value="Ordinance 4101"/> | 2. <input type="text" value="Purchase Agreement"/> | 3. <input type="text"/> |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Zapp/Robert
[Signature]
[Signature]

ORDINANCE NO. 4101

AN ORDINANCE TO APPROVE THE SALE AND CONVEYANCE OF ONE PARCEL OF CITY PROPERTY TO EASTERN NEBRASKA COMMUNITY ACTION PARTNERSHIP (ENCAP) AND TO PROVIDE AN EFFECTIVE DATE.

WHEREAS, the City of Bellevue owns the land legally described in the attached Purchase Agreement, consisting of one parcel in the City of Bellevue in Sarpy County, Nebraska; and

WHEREAS, Eastern Nebraska Community Action Partnership (ENCAP) is a private, non-profit organization that desires to purchase from the City the above-described parcel of City-owned land; and

WHEREAS, the City is currently using the property as the Bellevue Public Library, which will soon be relocated to a different location. The City has identified a future use for the above-described parcel, under the ownership of ENCAP, as the Bellevue Food Pantry following the relocation of the Bellevue Public Library; and

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

WHEREAS, the City deems it to be in the best interests of the City to sell and convey the above-described parcel to ENCAP for the price of Five Hundred Thousand and No/100 Dollars (\$500,000.00); and

THEREFORE, BE IT ORDAINED by the Mayor and the City Council of the City of Bellevue as follows:

Section 1: That the real estate legally described in the Purchase Agreement attached hereto shall be sold and conveyed to ENCAP.

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

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

Section 4: Effective Date and Publication. This ordinance shall be in full force and 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 after the passage of the ordinance by City Council.

Section 5: Additional Publication and Remonstrance. That notice of this conveyance and the terms thereof shall be published for three consecutive weeks in a legal newspaper published in or of general circulation on the City immediately after the passage and publication of such ordinance. If within thirty days after the passage and publication of this ordinance a remonstrance

petition against such sale is signed by registered voters of the City equal to thirty percent of the registered voters of the city voting at the last regular municipal election held therein and is filed with the governing body of the City, the property shall not then, nor within one year thereafter, be sold.

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

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

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

City Attorney



ADDENDUM TO PURCHASE AGREEMENT

DATED 04/13/2022

Property Address 1003 Lincoln Dr, Bellevue NE 68005

It is hereby agreed and understood that:

Applicable Conditions: This Agreement is conditioned upon the happening of each of the following events:

a. The balance of \$475,000.00 will be paid by cash in wire-transferred funds or certified or cashier's check at time of delivery of deed and with seller financing. The seller financing will include the balance of \$475,000.00 ("Seller Financing Balance") being amortized over Five (5) years paid annually by December 31st of each year. The payment period will start upon possession of the property and will continue for a period of 5 annual payments until the remaining balance is paid in full. The seller financing will be separately documented by a promissory note, and said debt will be secured by a deed of trust filed on the Property to secure any monies still owed to the Seller under this Agreement. Buyer will be responsible for drafting all documents for financing and payments.

b. Within ten (10) days of contract acceptance, Seller shall deliver to Purchaser copies of the following documents that are in Seller's possession or control: a) any surveys of the Property; b) any existing environmental studies, surveys and notices; c) any notices from governmental agencies regarding zoning, eminent domain, safety or traffic; d) any and all leases tied to the Property; and e) engineering, architectural or other reports.

c. Due Diligence: Purchaser shall have ninety (90) days from the date of contract acceptance ("Due Diligence Period") to inspect the Property and complete engineering, environmental and such other studies/inspections Purchaser requires to determine condition and to verify that the Property is suitable for Purchaser's intended use. If Purchaser, in Purchaser's sole discretion, determines that the Property is not suitable for its use, Purchaser may terminate this Agreement by giving the Seller written notice upon delivery of which all parties shall be deemed to have consented to the return of the Earnest Deposit to Purchaser. If the Purchaser moves forward with the purchase, the Earnest Deposit will be credited against the purchase price at closing. Closing date to occur at the end of due diligence period or sooner; should buyers complete due diligence earlier than agreed upon in this contract, closing date could be moved up if all terms met and if agreed upon by all parties.

d. The City of Bellevue is to continue caring for the property and grounds until the buyer takes physical possession of the property.

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

All other terms and conditions to remain the same.

Date	<i>Aaron Bowen</i>	dotloop verified 05/13/22 1:29 PM CDT ST34-ZVYP-K9ZC-VWPY
	Purchaser	
<i>Sarah Guy</i>	dotloop verified 05/13/22 1:09 AM CDT SVNB-UNSQ-Q59R-SXAC	
Witness	Purchaser	
Date		
	Seller	
Witness		
	Seller	

dotloop signature verification: <https://dtlp.us/LnX-lcqh-pZ2E>

04/13/2022

1003 Lincoln Dr, Bellevue NE 68005

Applicable Conditions: This Agreement is conditioned upon the happening of each of the following events:

a. The balance of \$475,000.00 will be paid by cash in wire-transferred funds or certified or cashier's check at time of delivery of deed and with seller financing. The seller financing will include the balance of \$475,000.00 ("Seller Financing Balance") being amortized over Five (5) years paid annually by December 31st of each year. The payment period will start upon possession of the property and will continue for a period of 5 annual payments until the remaining balance is paid in full. The seller financing will be separately documented by a promissory note, and said debt will be secured by a deed of trust filed on the Property to secure any monies still owed to the Seller under this Agreement. Buyer will be responsible for drafting all documents for financing and payments.

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c. Due Diligence: Purchaser shall have ninety (90) days from the date of contract acceptance ("Due Diligence Period") to inspect the Property and complete engineering, environmental and such other studies/inspections Purchaser requires to determine condition and to verify that the Property is suitable for Purchaser's intended use. If Purchaser, in Purchaser's sole discretion, determines that the Property is not suitable for its use, Purchaser may terminate this Agreement by giving the Seller written notice upon delivery of which all parties shall be deemed to have consented to the return of the Earnest Deposit to Purchaser. If the Purchaser moves forward with the purchase, the Earnest Deposit will be credited against the purchase price at closing. Closing date to occur at the end of due diligence period or sooner; should buyers complete due diligence earlier than agreed upon in this contract, closing date could be moved up if all terms met and if agreed upon by all parties.

d. The City of Bellevue is to continue caring for the property and grounds until the buyer takes physical possession of the property.

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



dotloop verified
05/13/22 1:29 PM CDT
5T34-ZVYP-K9ZC-WVPY

Sarah Guy

dotloop verified
05/13/22 1:09 AM CDT
SVNB-UNSQ-QS9R-SXAC

SIGNATURE

SIGNATURE

SIGNATURE

SIGNATURE

DOWNLOAD

PRINT

REVIEW NOTES (1)

EDIT

SHARE

04/04/2022

1003 Lincoln Dr

Bellevue, NE

68005

TAX LOT 15B1A1, TAX LOTS 14A2B, 14A2B2, 15B1A2B, 15B1A3B, 15B1A4, 15B1B2 & 15B1B3 25-14-13

[Redacted]

- [Redacted]

500,000.00 Five Hundred Thousand 25,000.00

Please see attached addendum for complete terms regarding offer deadlines, due diligence and financing terms.

-

TBD

DOWNLOAD PRINT REVIEW NOTES (2) EDIT SHARE

06/06/2022 5 P

- _____
- Sarah Guy _____
- _____

295.0

- _____
- _____

Aaron Bowen

dotloop verified
05/13/22 1:29 PM CDT
B3MY-DNUJ-HVX3-EASV

SIGNATURE

SIGNATURE

SIGNATURE

1003 Lincoln Way

Bellevue

NE

68005

601 Chateau Drive, Bellevue, NE 68005

DOWNLOAD

PRINT

REVIEW NOTES (2)

EDIT

SHARE

ENCAP 25,000.00

SIGNATURE

SIGNATURE
SIGNATURE

SIGNATURE
SIGNATURE

SIGNATURE
SIGNATURE

1003 Lincoln Way, Bellevue NE 68005

Blank Addendum to Purchase Agree...
EDIT IN PRIVATE (ONLY YOU CAN SEE YOUR EDITS)

DOWNLOAD

PRINT

REVIEW NOTES (2)

EDIT

SHARE

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13b.
6/7/2022

COUNCIL MEETING DATE: 06/07/2022		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 the Irregular Northeasterly part of Tax Lots 14A and 14B, located in the Northwest ¼ of Section 23, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to BG for the purpose of commercial development. Applicant: City of Bellevue, General Location: Highway 75 and Highway 34

SYNOPSIS/BACKGROUND:

The City of Bellevue is requesting to rezone the Irregular Northeasterly part of Tax Lots 14A and 14B, for the purpose of commercial development. This property will be annexed June 2, 2022 per Ordinance No. 4087, approved May 3, 2022. The city recently purchased this property to enable commercial development and is working with a developer(s) to facilitate a project for this area. This rezoning request is the first necessary step towards the development.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

1	<input type="text" value="Planning Commission Recommendation Sheet"/>	2	<input type="text" value="Staff Report"/>	3	<input type="text" value="Rezoning Ordinance No. 4102"/>
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 Bree Bellus
[Signature]
[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

Case #: Z-2205-07

CITY COUNCIL HEARING DATE: June 21, 2022

REQUEST: to rezone irregular northeasterly part of Tax Lots 14A and 14B, located in Northwest ¼ of Section 23, T13N, R13E of the 6th P.M., Sarpy County, NE, from AG (Agricultural District) to BG (General Business District) for the purpose of commercial development.

On May 26, 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 and the Comprehensive Plan.

VOTE:

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

Planning Commission Hearing (s) was held on: May 26, 2022

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT #2

CASE NUMBER: Z-2205-07

FOR HEARING OF:

REPORT #1: May 26, 2022

REPORT #1: June 21, 2022

I. GENERAL INFORMATION

A. APPLICANT:

City of Bellevue
1500 Wall Street
Bellevue, NE 68005

B. PROPERTY OWNER:

City of Bellevue
1500 Wall Street
Bellevue, NE 68005

C. GENERAL LOCATION:

Highway 75 and Highway 34

D. LEGAL DESCRIPTION:

Irregular Northeasterly part of Tax Lots 14A and 14B, located in the Northwest $\frac{1}{4}$ of Section 23, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

Rezone the Irregular Northeasterly part of Tax Lots 14A and 14B, from AG to BG

F. EXISTING ZONING AND LAND USE:

AG, Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a rezoning to facilitate commercial development.

H. SIZE OF SITE:

The site is approximately 43.33 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently vacant and covered in vegetation.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Single Family Residential, AG
2. **East:** Vacant, AG
3. **South:** Vacant, AG (across Highway 34)
4. **West:** Vacant, AG (across Highway 75)

C. REVELANT CASE HISTORY:

1. On May 3, 2022, Ordinance No. 4087 was approved to annex this property effective June 2, 2022.
2. On May 26, 2022, the Planning Commission recommended approval of a request to rezone the Irregular Northeasterly part of Tax Lots 14A and 14B, located in the Northwest ¼ of Section 23, T13N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to BG to facilitate commercial development.

D. APPLICABLE REGULATIONS:

1. Section 5.22, Zoning Ordinance, regarding BG uses and requirements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan shows this area as a regional activity center.

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. The Nebraska Department of Transportation (NDOT) estimates the annual average daily traffic flow at 24,255 vehicles along Highway 75 near the intersection of Highway 34. Along Highway 34, 9,190 vehicles are estimated near the intersection of Highway 75.

2. Access is being planned through the development process. The property does have access to Highway 34 as previously determined by NDOT.

D. UTILITIES:

All utilities will be constructed to serve this property.

E. ANALYSIS:

1. The City of Bellevue is requesting to rezone the Irregular Northeasterly part of Tax Lots 14A and 14B for the purpose of commercial development.

2. Per Ordinance No. 4087 approved on May 3, 2022, this property will be annexed effective June 2, 2022.

3. The city recently purchased this property to enable commercial development. The city is presently working with a developer(s) to facilitate a project for this area. This rezoning request is the first step necessary towards development.

4. This property is currently zoned AG. The intent of the BG zoning district is to provide for a wide range of retail and service establishments, such as professional offices, restaurants, grocery stores, convenience stores, specialty shops, call centers, banks, and medical offices.

5. The Future Land Use Map of the Comprehensive Plan designates this property as a regional activity center. The Comprehensive Plan states the RAC “contains the shopping, services, recreation, employment, and institutional facilities that are desired and utilized by residents of a large region.” The center of a regional activity center should include a number of major employers and other amenities that support a large area such as dining, entertainment, and public and quasi-public uses.

The proposed zoning is in conformance with the Comprehensive Plan.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

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

VI. ATTACHMENTS TO REPORT

1. Zoning/Vicinity Map
2. 2020 GIS aerial photo of the property

VII. COPIES OF REPORT TO:

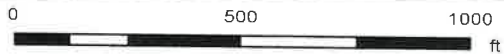
1. Public Upon Request


Assistant Planning Manager


Planning Manager 05/31/22
Date of Report



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



Map Scale 1: 6370

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 Nagerville, Illinois | Esri, Inc. Sarpy County, Nebraska

0 500 1000
ft

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



ORDINANCE NO. 4102

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 HIGHWAY 75 AND HIGHWAY 34, 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 parcels of land:

Irregular Northeasterly part of Tax Lots 14A and 14B, located in the Northwest ¼ of Section 23, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

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

(The City of Bellevue)

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: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

14a.
6/7/2022

COUNCIL MEETING DATE: 06/07/2022		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 checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Event License Application - Kevin Power - Private Annual Charity Event and waiving the \$50 event fee

SYNOPSIS/BACKGROUND:

Mr. Power is hosting his 8th Annual Private Charity Event to raise donation for the Bellevue Food Pantry, at his home at 108 Fox Meadow Court, on Saturday, July 23, 2022 from 7:00 p.m. to 11:00 p.m., with live music. This is a private event which doesn't require an Event License, however applicant is trying to pro actively address the issue of the police being called around 10:00 p.m. because of the music. By going through Event Application process, Police are informed of the event so if a call is received they are aware of the event. They have a 1-man band perform until 11:00 p.m., which is the time in the noise ordinance. See Police, Park, and Street Dept. recommendations.

FISCAL IMPACT: \$00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: _____

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

PROJECT NAME: _____

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

CIP PROJECT NAME: _____ CIP PROJECT NUMBER: _____

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

ACCOUNTING DISTRUBUTION CODE: _____ ACCOUNT NUMBER: _____

RECOMMENDATION:

Recommendation to approve Event Application for Kevin Power to host his 8th Annual Private Charity Event, to raise donations for the Bellevue Food Pantry, at his home - 108 Fox Meadow Court, on Saturday, July 23, 2022 from 7:00 p.m. - 11:00 p.m., with live music and to waive the \$50 Event Fee.

ATTACHMENTS:

- | | | |
|----------------------------------|---------------------------------------|----------|
| 1. Application for Event License | 2. Comments from PD, Streets, & Parks | 3. _____ |
| 4. _____ | 5. _____ | 6. _____ |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Bray Rollins

[Signature]

[Signature]



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: 5-10-22

APPLICANT NAME: KEVIN POWER ADDRESS: 108 FOX MEADOW CT

PHONE #: 402-960-2579 EMAIL ADDRESS: POW22@KPE-INC.COM

CORPORATION (Name/Address): _____

CORPORATION OFFICERS: _____

PROPOSED ACTIVITY: BELLEVUE FOOD PANTRY NEIGHBORHOOD COLLECTION PARTY WITH LIVE MUSIC

DAY/DATE OF PROPOSED ACTIVITY: 07/23/2022 RAIN DATES: 7/30/22

LOCATION OF PROPOSED ACTIVITY: 108 FOX MDW CT

HOURS OF OPERATION: 7-11

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

1. Sanitary Facilities: RESIDENCE
2. Running Water: RESIDENCE
3. Power: RESIDENCE
4. Parking: RESIDENCE, STREET
5. Insurance: NA

(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: 

FOR CITY OFFICE USE ONLY:

Notice of Public Hearing
Private Charity Event

Notice is hereby given, pursuant to Sec. 5-36 through 5-40 of the Bellevue City Code, on Tuesday, June 7, 2022, the Bellevue City Council will hold a public hearing on the request of an Event License Application for Kevin Power to host a Private Charity Event to raise donations for the Bellevue Food Pantry from 7:00 p.m. until 11:00 p.m. on Saturday, July 23, 2022.

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

Susan Kluthe
City Clerk



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

- Police Department
Asst. Chief Stukenholtz
Sgt. Larry Lampman

- Parks Department
Jim Shada
Mark Blackburn

- Streets Department
Bobby Riggs

- Public Works Department
Doug Clark

FROM: Susan Kluthe

DATE: May 13, 2022

SUBJECT: Approve request of application for Kevin Power – Private Annual Charity Event and waiving the \$50 event fee. Event is to raise donations for the Bellevue Food Pantry at his home, 108 Fox Meadow Court, on Saturday, July 23, 2022 from 7:00 p.m. – 11:00 p.m., with live music. Please review and provide any comments.

Please make comments on the above request and return to Susan Kluthe, by, Friday, May 20, 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

Although this event has not generated complaints in years past, it remains a concern playing live music to this hour. Attached is the state statute for Distrubing the Peace, which could remain applicable.

Assistant Chief of Police David Stukenholtz

5-13-2022

Signature or Fill in Your Name

Date

28-1322. Disturbing the peace; penalty.

- (1) Any person who shall intentionally disturb the peace and quiet of any person, family, or neighborhood commits the offense of disturbing the peace.
- (2) Disturbing the peace is a Class III misdemeanor.

Source: Laws 1977, LB 38, § 306.

Annotations

A school security officer or campus supervisor may be a victim of disturbing the peace. *In re Interest of Elainna R.*, 298 Neb. 436, 904 N.W.2d 689 (2017).

The State cannot constitutionally criminalize speech under this section solely because it inflicts emotional injury, annoys, offends, or angers another person. But speech can be criminalized under this section if it tends to or is likely to provoke violent reaction. *State v. Drahota*, 280 Neb. 627, 788 N.W.2d 796 (2010).

Under subsection (1) of this section, the definition of breach of the peace is broad enough to include the offense of disturbing the peace; it signifies the offense of disturbing the public peace or tranquility enjoyed by citizens of a community. The term "breach of the peace" is generic and includes all violations of public peace, order, or decorum, or acts tending to the disturbance thereof. Provocative language consisting of profane, indecent, or abusive remarks directed to the person of the hearer may amount to a breach of the peace, and such language constitutes "fighting" words, which are not constitutionally protected forms of speech. *State v. Broadstone*, 233 Neb. 595, 447 N.W.2d 30 (1989).



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: May 13, 2022

SUBJECT: Approve request of application for Kevin Power – Private Annual Charity Event and waiving the \$50 event fee. Event is to raise donations for the Bellevue Food Pantry at his home, 108 Fox Meadow Court, on Saturday, July 23, 2022 from 7:00 p.m. – 11:00 p.m., with live music. Please review and provide any comments.

Please make comments on the above request and return to Susan Kluthe, by, **Friday, May 20, 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

Parks Department, Jim Shada and Mark Blackburn have no issues with this request.

Karen Chandler, Secretary

5/13/2022

Signature or Fill in Your Name

Date

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16a.
6/7/2022

COUNCIL MEETING DATE: 06/07/2022		SUBMITTED BY: Finance/CDBG		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

Amendment extending the 2020 CDBG Subrecipient Agreement with MRH Land, LLC, for the First City Tavern Improvement project in an amount not to exceed \$45,000.00

SYNOPSIS/BACKGROUND:

The City of Bellevue executed a CDBG subrecipient agreement with MRH Land LLC for the First City Tavern project on June 16, 2021, as outlined in the 2020 Action Plan with the Time of Performance expiring one-year from the date of execution. The project has a grant balance of \$45,000.00 still available for the project. MRH has requested an extension of the agreement to retain use of the funds for the approved activity. The agreement allows for a one-year extension upon request by the subrecipient. Staff recommends approval of an extension for the use of funds and will assist MRH to complete the project in accordance with HUD regulations.

FISCAL IMPACT: 45,000.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO Not Required

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: MRH Land LLC	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: Amendment to the 2020 CDBG Subrecipient Agreement		
CONTRACT EFFECTIVE DATE: 06/14/2022	CONTRACT TERM: 1 year	CONTRACT END DATE: 06/13/2022
PROJECT NAME: MRH First City Tavern Improvements		
START DATE: 06/14/2022	END DATE: 06/13/2022	PAYMENT DATE: <input type="text"/>
		INSURANCE REQUIRED: YES
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: CDBG-192107	ACCOUNT NUMBER: 60/1903/192107/450	

RECOMMENDATION:

Approve, and authorize City Council President, to sign the amendment extending the CDBG subrecipient agreement with MRH Land LLC

ATTACHMENTS:

- | | | |
|----------------------------|-------------------------------------|-----------------------------|
| 1. Extension Request - MRH | 2. 2020 CDBG Subrecipient Agreement | 3. 2020 Agreement Amendment |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Bruce Robbins
[Signature]

**FIRST AMENDMENT TO THE AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
MRH LAND, LLC
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-20-MC-31-0003**

THIS FIRST AMENDMENT TO THE SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this ____ day of ____, 2022, by and between the subrecipient MRH LAND LLC hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

WHEREAS, the GRANTEE has applied for and received funds, Catalog of Federal Domestic Assistance Number 14-218 (CDBG), from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-20-MC-31-0003 HUD contract in the amount of \$45,000.00 for façade improvements for a building located at 2210-2212 Franklin Street, Bellevue, NE 68005; and

WHEREAS, the parties desire to amend the Agreement to extend the term thereof, update the Timeliness and Time of Performance by the SUBRECIPIENT to the GRANTEE, and to otherwise modify the Agreement as provided for herein; and

WHEREAS, the parties therefor intend that the terms of the Agreement shall be so modified.

NOW, THEREFORE, it is agreed between the parties hereto that:

AGREEMENT AMENDMENT

NOW, THEREFORE, in consideration of the premises and obligations as set forth in this Amendment, the receipt and adequacy of which is hereby agreed and acknowledged, the parties agree as follow:

A. SCOPE OF SERVICE.

1. Time of Performance. The time of performance of this Agreement is hereby extended and will remain in effect through June 13, 2023.

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. Timeliness. Funding allocated as part of this agreement must be expended by June 13, 2023. Any remaining balance following the expiration of this agreement shall be eligible for reallocation by the GRANTEE.

Paul Cook, City Council President
City of Bellevue, Nebraska



Matt McKinney, Partner
MRH Land, LLC

Rich Severson, Finance Director
City of Bellevue, Nebraska



George Rybar, Partner
MRH Land, LLC



Rusty Hike, Partner
MRH Land, LLC

ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The undersigned, a notary public qualified in and for said county, does hereby certify that Paul Cook and Susan Kluthe, whose names as City Council President and City Clerk respectively, of the City of Bellevue, Nebraska, a municipality of the first class and political subdivision of the State of Nebraska, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as City Council President and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

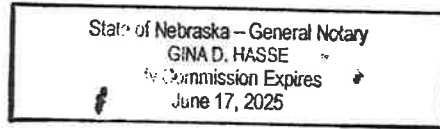
My Commission Expires: _____

STATE OF NEBRASKA)
)): SS.
COUNTY OF SARPY)

The above and foregoing instrument was acknowledged before me this 27 day of May, 2022,
by Matt McKinney, Partner, on behalf of the organization.

My Commission Expires:

June 17, 2025



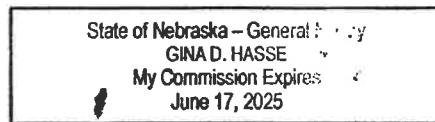
Gina D. Hasse
NOTARY PUBLIC

STATE OF NEBRASKA)
)): SS.
COUNTY OF SARPY)

The above and foregoing instrument was acknowledged before me this 27 day of May, 2022,
by George Rybar, Partner, on behalf of the organization.

My Commission Expires:

June 17, 2025



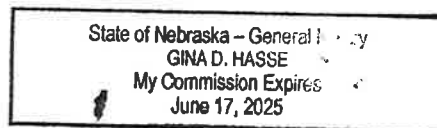
Gina D. Hasse
NOTARY PUBLIC

STATE OF NEBRASKA)
)): SS.
COUNTY OF SARPY)

The above and foregoing instrument was acknowledged before me this 27 day of May, 2022,
by Rusty Hike, Partner, on behalf of the organization.

My Commission Expires:

June 17, 2025



Gina D. Hasse
NOTARY PUBLIC

**AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
MRH LAND, LLC
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-20-MC-31-0003**

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this 15th day of June, 2021 by and between the subrecipient MRH LAND LLC hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

WHEREAS, the GRANTEE has applied for and received funds, Catalog of Federal Domestic Assistance Number 14-218 (CDBG), from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-20-MC-31-0003 HUD contract in the amount of \$45,000.00 for façade improvements for a building located at 2210-2212 Franklin Street, Bellevue, NE 68005; and

NOW, THEREFORE, it is agreed between the parties hereto that:

A. SCOPE OF SERVICE.

1. Activities. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed \$45,000.00 from the B-20-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of façade improvements including window replacement, canvas tenting, and railings for the building at 2210-2212 Franklin Street, Bellevue, NE 68005. The SUBRECIPIENT will be responsible for administering a Community Development Block Grant (CDBG) program in a manner satisfactory to the GRANTEE and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:
 - a. Program Delivery. To provide improvements including façade improvements including window replacement, canvas tenting, and railings to the building in a low- and moderate-income area at 2210-2212 Franklin Street as eligible under 24 CFR 570.203(a)(3). The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
 - i. Complete all approved work including window replacement, canvas tenting, and railings to the building as outlined in the CDBG 2020 application and budget.
 - ii. Provide matching funds needed to complete the all improvement project.
 - iii. All construction work completed is subject to Federal Labor Standards Provisions as described in form HUD-4010 and in the agreement Section D. Other Program Requirements.
 - b. Income Benefit Goals. It is anticipated that one property owner of buildings in a low- and moderate-income area will benefit from building improvements.
 - c. National Objective. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The SUBRECIPIENT certifies that the activity carried out under this agreement will meet the National Objective Area Benefit as a

business serving an area with census blocks with a percentage of low- and moderate-income persons in excess of 51 percent per 24 CFR 570.208(a)(1)(i) and that is primarily residential in character.

- d. Collateral Requirements. To ensure program compliance, the GRANTEE will place a Deed of Trust on the property receiving CDBG assistance in the amount of the grant funds expended. The Deed of Trust will remain in place for a period of five years from the date of the completion of work and close out of contract.
2. Performance Monitoring. The SUBRECIPIENT at such times and in such forms as the GRANTEE may require, shall furnish performance reports pertaining to the activities undertaken pursuant to this Agreement to meet the CDBG National Objective. Such reports shall include, but not be limited to:
 - a. Statistical information including the number of persons provided with new or improved access to services and/or facilities or businesses benefiting from improved location availability.
 - b. Update on the expenditure of funding as well as a timeline for expenditure update.
 - c. Documentation of match or funds leveraged with CDBG funding.
 - d. Procurement and contracting records for construction work for compliance with federal requirements and reports of the costs and obligations incurred in connection therewith,
 - e. Other reports as required by Section 570.507 or Title 24, OMB Circular A-110, and as otherwise required by HUD and the GRANTEE.
 3. Site Visit. The GRANTEE CDBG staff will perform periodic site visits to ascertain that approved and contracted work is proceeding properly and satisfactorily, authorize (with the SUBRECIPIENT's written approval, including signature and date) any change orders, and mediate in the event of the owner dissatisfaction with the work completed by the contractor. The work will be in compliance with all applicable Federal, state and local rules and regulations governing these funds and, in a manner, satisfactory to the GRANTEE of Bellevue. Before the commencement of the project, the SUBRECIPIENT must have approval of expenditures by the GRANTEE of Bellevue CDBG Specialist.
 4. Environmental Clearance. The SUBRECIPIENT shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR 570 Subpart K, except that the SUBRECIPIENT does not assume the GRANTEE's environmental review responsibilities described in 24 CFR Part 570.604; and for initiating the review process under provisions of 24 CFR Part 52. All activities must have prior review to ensure environmental conformance through a site-specific review, i.e.: floodplain clearance, airport hazards Asbestos, Americans with Disabilities Act, etc. No grant funds may be disbursed for the project until environmental clearance has been received.
 - a. The SUBRECIPIENT must meet all mitigation requirements outlined in the environmental review record.
 5. Time of Performance. This agreement will remain in effect for twelve (12) months from the date of this agreement, or for as long as funds are made available.
 6. Ineligible Expenses. General maintenance costs are ineligible CDBG expenses, i.e. mowing, replacement of expended light bulbs, and similar expenses which are necessary for the operation of the facility.

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed \$45,000.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
2. Records and Reporting. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:
 - a. Records providing a full description of each activity undertaken, including compliance with standards for public services in 24 CFR 570.201(e);
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
 - c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR 570.502 and 24 CFR 570.84.21-58; and
 - g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
3. DUNS Number. The SUBRECIPIENT must maintain a Subrecipient Unique Entity Identifier, or DUNS number, through the completion of the agreement. The GRANTEE must be able to verify the SUBRECIPIENT's registered DUNS number with SAM.gov prior to any grant funding being disbursed.
4. Quarterly Reporting. The SUBRECIPIENT shall provide the GRANTEE with quarterly activity reports through the completion of the funded activity. All activity reports are due to the CDBG Office of the GRANTEE on or before the 15th day of the month following the end of a quarter. The CDBG Fiscal Year will be October 1st to September 30th. Quarters will be:
 - a. 1st Quarter: October – December,
 - b. 2nd Quarter: January – March,
 - c. 3rd Quarter: April – June, and
 - d. 4th Quarter: July – September.
5. Record Retention. The SUBRECIPIENT shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this agreement for at least five (5) years from the date of submission of the final activity report or until all audit findings have been resolved, whichever is later. The SUBRECIPIENT shall, as often as deemed necessary by the GRANTEE, permit authorized representatives of the GRANTEE and HUD to have full access to and the right to fully examine all such material.
6. Beneficiary Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to GRANTEE monitors or their designee for review upon request.
7. Disclosure. The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the activity with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent/guardian.

8. Purchasing Procedures.

- a. For the purchase of supplies or contractual services, the SUBRECIPIENT will adhere to the following procedures:
 - i. \$0.00 to \$1,000.00 – Best Effort Pricing: Employee shall endeavor to obtain the best price for the item(s) through research or consultation with the Purchasing Agent.
 - ii. \$1,000.00-\$9,999.99 - Telephone Quotes: All purchases of supplies, equipment or contractual services in an amount of \$1,000 but under \$10,000.
 - iii. \$10,000.00-\$29,999.99 - Informal Bidding: Not published but competitive and documented for all purchases of supplies, equipment or contractual services in an amount \$10,000 but under \$30,000.
 - iv. \$30,000.00 or more - Formal Bidding (sealed bids): Published for all purchases of supplies, equipment or contractual services in an amount of \$30,000 or more.
- b. The SUBRECIPIENT will submit the bids/quotes to the GRANTEE CDBG Office. Upon approval by the GRANTEE CDBG Office, a Notice to Proceed will be issued.

9. Contracting.

- a. The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the GRANTEE; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GRANTEE. All terms and conditions of this agreement shall apply to any approved subcontract or assignment related to the agreement.
- b. Subcontracts
 - i. Approvals. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GRANTEE prior to the execution of such agreement.
 - ii. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written quarterly reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - iii. Content. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - iv. Selection Process. The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. All subcontracts must have a DUNS number indicating eligibility to work on federal projects and be registered in the System for Award Management (www.sam.gov). Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process.

10. Request for Payment.

- a. Request for funds may be made by the SUBRECIPIENT upon satisfactory completion of project requirements as specified in the agreement. The SUBRECIPIENT must submit a cover sheet or invoice requesting reimbursement for allowable expenses signed by the Authorized Representative, a copy of the original invoice, and any additional requested documentation. The GRANTEE will reimburse the SUBRECIPIENT directly. The request will be reviewed for payment by the GRANTEE and submitted for approval by the City Council during meetings on the 1st and 3rd Tuesday of each month. The GRANTEE will not be responsible for any late fees incurred and will not reimburse the agency for any late fees paid. There is no guarantee that funds will be reimbursed within a month's time. The payments are made only from monies available to the GRANTEE through the CDBG program and are subject to the availability of such funds.
 - b. The SUBRECIPIENT's right to incur expenses under this Agreement shall cease upon expiration of Agreement. All requests for reimbursement on expenditures made prior to expiration of Agreement must be requested within thirty (30) days after expiration. Unless expressly authorized by the GRANTEE in writing, expenditures not requested within the thirty (30) day period after expiration of Agreement shall be disallowed and all funds shall be reclaimed by the GRANTEE.
11. Program Income. In accordance with 24 CFR 570.504(c), any program income as defined in 24 CFR 570.500, generated by activities carried out with CDBG funds made available under this agreement shall be reported quarterly to the GRANTEE by the SUBRECIPIENT. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR 200.307.
 12. Timeliness. Funding allocated as part of this agreement must be expended within 12 months from the date of the agreement. The agreement may be eligible for one extension for one additional year.
 - a. Agreement Extension Request. To be eligible for an agreement extension, the SUBRECIPIENT must provide a written request with narrative explaining the reason for the delay in project completion, an updated timeline for project completion, and any additional information as requested by the GRANTEE. The GRANTEE CDBG staff will review the request and prepare the request for City Council consideration. The GRANTEE CDBG staff reserves the right to reallocate any unexpended funds upon expiration of the agreement.
 13. Close-outs.
 - a. The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advance, program income balances, an accounts receivable to the GRANTEE), and determining the custodianship of records. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including program income.
 - b. Upon expiration or termination of the Agreement, the SUBRECIPIENT will provide final versions of all financial performance, and other reports that were a condition of the funding agreement, including, but not limited to:
 - i. A final performance report,
 - ii. A final request for payment, and
 - iii. A final inventory of property in the SUBRECIPIENT's possession that was acquired or

improved with CDBG funds.

C. GENERAL COMPLIANCE.

1. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except the (1) the SUBRECIPIENT does not assume the GRANTEE's environmental responsibilities described in 2 CFR 570.604 and (2) the SUBRECIPIENT does not assume the GRANTEE's responsibility for initiating the review process under the provisions of 24 CFR Part 52. . The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.
2. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.
3. Hold Harmless. The SUBRECIPIENT, to the extent permitted by law, shall hold harmless, defend and indemnify, the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.
4. Workers' Compensation. The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this agreement.
5. Insurance. The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage and comply with insurance requirement of 2 CFR 200.310. The SUBRECIPIENT is required to list the GRANTEE as additional insured with waiver of subrogation. The GRANTEE requires contracting insurance of \$1,000,000.00 limit for General Liability with a \$2,000,000.00 aggregate. The GRANTEE also requires the SUBRECIPIENT to carry workers compensation with a waiver of subrogation and a \$5,000,000.00 umbrella policy. The GRANTEE will review insurance requirements on a case by case basis if this a burden or not applicable under specific agreements.
6. Grantor Recognition. The SUBRECIPIENT shall insure recognition of the role of the GRANTEE in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as funded with CDBG funds from the GRANTEE. In addition, the SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this agreement.
7. Amendments. The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

The GRANTEE may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both the GRANTEE and SUBRECIPIENT.

8. Suspension or Termination. Either party may terminate this agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Section A above may only be undertaken with the prior approval of the GRANTEE. In the event of any termination for convenience and at any time, at the GRANTEE's option, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the SUBRECIPIENT under this Agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

The GRANTEE may also suspend or terminate this Agreement, in whole or in part without notice, if the SUBRECIPIENT materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the GRANTEE may declare the SUBRECIPIENT ineligible for any further participation in the GRANTEE's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the SUBRECIPIENT is in noncompliance with any applicable rules or regulations, the GRANTEE may withhold up to fifteen (15) percent of said agreement funds due to be paid for past work until such time as the SUBRECIPIENT is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

9. Eligibility Restrictions for Certain Resident Aliens. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.613 with respect to the eligibility restrictions for certain resident aliens. Certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in this part of the regulation. The Grantee shall provide the City with any guidelines necessary for compliance with that portion of the regulation.
10. Architectural Barriers Act and Americans with Disabilities Act. The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that insure accessibility to, and use by, physically handicapped people. The SUBRECIPIENT also agrees to comply with federal regulations issued pursuant to compliance with the Americans with Disabilities Act which provide comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

D. OTHER PROGRAM REQUIREMENTS.

1. Civil Rights.
 - a. Compliance. The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination

Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

- b. Nondiscrimination. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
- c. Land Covenants. This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the GRANTEE and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
- d. Section 504. The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

2. Affirmative Action.

- a. Plan. The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- b. Women and Minority Owned Business Enterprises (W/MBE). The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this agreement. As used in this agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- c. Access to Records. The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized

Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

- d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. EEO/AA Statement. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
- f. Subcontracting Provisions. The SUBRECIPIENT will include the provisions of Section D Paragraph 1, Civil Rights, and 2, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

3. Employment Restrictions.

- a. Prohibited Activity. The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities; lobbying, political patronage, and nepotism activities.
- b. Labor Standards. The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the GRANTEE for review upon request.

The SUBRECIPIENT agrees that all contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this agreement, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

- c. "Section 3" Clause.
 - i. Compliance. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this agreement, shall be a condition of the Federal financial assistance provided under this agreement and binding upon the Grantee, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements

shall subject the Grantee, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

- ii. Notifications. The SUBRECIPIENT agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- iii. Subcontracts. The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not

let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Conduct.

- a. Assignability. The SUBRECIPIENT shall not assign or transfer any interest in this contract without the prior written consent of the GRANTEE. Notice of any such assignments or transfer shall be furnished promptly to the GRANTEE.
- b. Subcontracts. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this agreement without the written consent of the GRANTEE prior to the execution of such agreement.
 - i. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.
 - ii. Content. The SUBRECIPIENT shall cause all the provisions of this agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - iii. Selection Process. The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.
- c. Hatch Act. The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.
- d. Conflict of Interest. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.
- e. Lobbying. The SUBRECIPIENT hereby certifies that:
 - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

- iii. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

- iv. Lobby Certification.

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

- f. Copyright. If this agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

- g. Religious Organization. The SUBRECIPIENT agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

5. Relocation and One-For-One Housing Replacement. The displacement of any person as a direct result of rehabilitation for a CDBG-assisted project must comply with 24 CFR 570.606 and 49 CFR Part 24. The SUBRECIPIENT will conduct the CDBG activities so as to minimize displacement, and if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act.

E. UNIFORM ADMINISTRATIVE REQUIREMENTS.

1. The SUBRECIPIENT shall comply with the administrative regulations, including, but not limited to, 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" Final Guidance applicable to HUD Federal Award Recipients. Requirements and standards under 2 CFR 200 which supersedes, consolidates, and streamlines requirements from eight OMB Circulars, including:
 - a. A-21, Cost Principles for Educational Institutions,
 - b. A-87, Cost Principles for State, Local, and Indian Tribal Governments,
 - c. A-89, Catalog of Federal Domestic Assistance,
 - d. A-102, Grants and Cooperative Agreements with State and Local Governments,
 - e. A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations,
 - f. A-122, Cost Principles for Non-Profit Organizations,
 - g. A-133, Audits of States, Local Governments, and Non-Profit Organizations, and
 - h. The guidance in OMB Circular A-50, Audit Follow Up, on Single Audit Act follow-up.
2. Cost Principles. The SUBRECIPIENTS shall comply with the requirements under 2 CFR 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Audits. The SUBRECIPIENT is required to comply with 2 CFR 200, Subpart F, as applicable, which supersedes OMB Circular A-133 "Audits of Institutions of State, Local Government, and Nonprofit Institutions". If the SUBRECIPIENT spends \$750,000 or more a fiscal year in Federal awards, the SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with the OMB SuperCircular.

F. INSURANCE REQUIREMENTS.

1. Insurance and Bonding. The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage, and at a minimum shall purchase a blanket fidelity bond covering all clients benefiting from the CDBG funded activity in an amount equal to cash advances from the GRANTEE.

G. AGREEMENT MODIFICATIONS.

1. In the event the parties fail to agree on changes or interpretations of this agreement, the decision of the GRANTEE shall prevail. In the event of any disagreement between the SUBRECIPIENT and the GRANTEE relating to the funded activity and materials purchased and its conformity to the requirements of this agreement, the decision of the GRANTEE shall prevail.
2. This agreement is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the GRANTEE.
3. Except as otherwise provided in this agreement, the rehabilitation activities to be completed and the total grant award may be modified only by written agreement of the authorized representatives of the parties to this agreement.

H. REVERSION OF ASSETS.

1. Any CDBG funds on hand at the time the agreement expires, including accounts receivable, shall be returned. The SUBRECIPIENT assures that any real property acquired or improved with CDBG funds in excess of \$25,000 meets the requirements specified in 24 CFR 570.503(b)(7). The SUBRECIPIENT will not have control of CDBG funds, nor will any property be purchased in excess of \$25,000.

I. SUSPENSION OR TERMINATION OF AGREEMENT.

1. In accordance with 24 CFR 85.43, the GRANTEE may suspend or terminate this agreement should the SUBRECIPIENT violate any terms or conditions thereof.
2. This agreement may be terminated or suspended in whole or in part at any time by the GRANTEE for cause. The GRANTEE may refuse to disburse additional funds or require return of all or part of funds already disbursed. The decision of the GRANTEE shall prevail. Grounds constituting cause include but are not limited to:

- a. Failure by the SUBRECIPIENT to comply with the provisions of this agreement or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this agreement.
 - b. Purposes for the funds have not been or will not be fulfilled, or would be illegal to carry out.
 - c. The SUBRECIPIENT has submitted incorrect or incomplete documentation pertaining to this agreement.
3. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.
4. In the event of termination or suspension, all materials/equipment purchased through the agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action. The option of the GRANTEE constitutes a security interest in any materials/equipment purchased or property improved by expenditure of the funds for as long as such materials/equipment or improvements have any value unless the GRANTEE declines its option or releases its security interest. Recording of this agreement shall be effective as a financing statement noticing the security interest of the GRANTEE as created herein. In addition, the GRANTEE shall have a lien against the improved real estate to the extent of expenditures of these funds and to secure repayment of such funds in the event of cessation of operations, sale, transfer of the property in any manner whatsoever, voluntary or involuntary receivership, or application for bankruptcy by the SUBRECIPIENT.

J. NOTICES.

1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.
- a. To GRANTEE: City Administrator
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
 - b. To SUBRECIPIENT: Partners
MRH Land LLC
114 East Mission Ave
Bellevue, NE 68005
 - c. Copy to: Finance Director
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Paul Cook

Paul Cook, City Council President
City of Bellevue, Nebraska

Matt McKinney

Matt McKinney, Partner
MRH Land, LLC

Rich Severson

Rich Severson, Finance Director
City of Bellevue, Nebraska

George Rybar

George Rybar, Partner
MRH Land, LLC

Rusty Hike

Rusty Hike, Partner
MRH Land, LLC



ATTEST:

Susan Kluthe

Susan Kluthe, City Clerk
City of Bellevue, NE

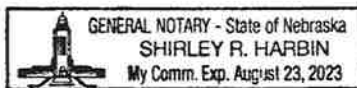
STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The undersigned, a notary public qualified in and for said county, does hereby certify that Paul Cook and Susan Kluthe, whose names as ^{City Council President} and City Clerk respectively, of the City of Bellevue, Nebraska, a municipality of the first class and political subdivision of the State of Nebraska, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as Mayor and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

WITNESS my hand and official seal.

Signature: *Shirley F. Harbin*

(Affix Notarial Seal)



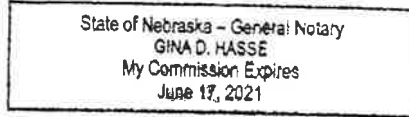
My Commission Expires: *August 23, 2023*

STATE OF NEBRASKA)
) : SS.
COUNTY OF SARPY)

The above and foregoing instrument was acknowledged before me this 12 day of February 2021, by Matt McKinney, Partner, on behalf of the organization.

My Commission Expires:

June 17, 2021



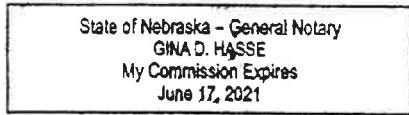
Gina D. Hasse
NOTARY PUBLIC

STATE OF NEBRASKA)
) : SS.
COUNTY OF SARPY)

The above and foregoing instrument was acknowledged before me this 11 day of June 2021, by George Rybar, Partner, on behalf of the organization.

My Commission Expires:

June 17, 2021



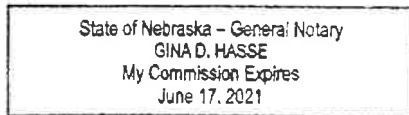
Gina D. Hasse
NOTARY PUBLIC

STATE OF NEBRASKA)
) : SS.
COUNTY OF SARPY)

The above and foregoing instrument was acknowledged before me this 12 day of February 2021, by Rusty Hike, Partner, on behalf of the organization.

My Commission Expires:

June 17, 2021



Gina D. Hasse
NOTARY PUBLIC

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16b.
6/7/2022

COUNCIL MEETING DATE: 06/07/2022		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 type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	<input type="checkbox"/>	CURRENT BUSINESS	<input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Request to approve the contract with Hanna:Keelan Associates, P.C. for the affordable housing action plan in the amount of \$38,000.

SYNOPSIS/BACKGROUND:

State statute 19-5505 requires the city adopt an affordable housing action plan on or before January 1, 2023. The Planning Department is requesting to contract with Hanna:Keelan Associates, P.C. for the purpose of completing this study. Hanna:Keelan conducted the 2020 Sarpy County Housing Study; therefore, has a solid foundation for completing the city's required study. Although not initially budgeted, there is funding available within the department's operating budget for the completion of the study. The Planning Department will be applying for a grant to help offset this cost as well. The study would begin in June, and end by October 31, 2022.

FISCAL IMPACT: \$38,000 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Affordable Housing Action Plan

CONTRACT EFFECTIVE DATE: 06/08/2022 CONTRACT TERM: CONTRACT END DATE: 10/31/2022

PROJECT NAME: City of Bellevue Affordable Housing Action Plan

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: 6033 ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department recommends approval of this contract.

ATTACHMENTS:

1. Hanna:Keelan Contract	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Bree Robbins
[Signature]
[Signature]

AGREEMENT
BETWEEN
HANNA:KEELAN ASSOCIATES, P.C.
&
CITY OF BELLEVUE, NEBRASKA

This **AGREEMENT** is made by and between the **City of Bellevue, Nebraska**. (hereinafter referred to as "**CofB**") and the consulting firm of **Hanna:Keelan Associates, P.C.**, of Lincoln, Nebraska (hereinafter referred to as the "**Consultant**"). The **CofB** hereby engages the services of the **Consultant** to prepare an **Affordable Housing Action Plan** for the **City of Bellevue, Nebraska**, as per **Nebraska LB866 requirements**.

I. Scope of Work.

1.1 **Consultant Responsibilities:** The **Consultant** agrees to provide the following services:

- A. To prepare an **Affordable Housing Action Plan** for the **City of Bellevue**, as per **Nebraska LB866 requirements**. The detailed **Scope of Work, Time Line** and **Cost Matrix** for the **Affordable Housing action Plan** is identified in **Attachment A**, included as a part of this **AGREEMENT**.

1.2 **CofB Responsibilities:** To facilitate the **Consultant's** accomplishment of the services set forth in paragraph 1.1, above, the **CofB** agrees to provide the following supportive services:

- A. Assist in securing general information required to provide analysis and profile of the demographic, housing stock and housing support services in Bellevue, Nebraska.
- B. Assist **Consultant** in scheduling and facilitating meetings with persons of housing interests and stakeholders in Bellevue, Nebraska for the implementation of the proposed Citizen Participation, as identified in **Attachment A**.
- C. Upon request by the **Consultant**, the **CofB** will inform the **Consultant** as to the whereabouts of various data/information, necessary to complete the **Housing Study**. The collection of various data/information needs will be the sole responsibility of the **Consultant**.

II. Compensation/Performance.

2.1 Payment for Services: The **CofB** agrees to pay the **Consultant** a fee of Thirty-Eight Thousand Dollars (\$38,000) for services rendered and expenses incurred in performing the responsibilities under this **AGREEMENT**. Payments for services rendered will be made at 25, 50, 75 and 100 percent of completion. The **CofB** will be provided an electronic PDF and a single hard copy of the completed **Affordable Housing Action Plan**.

2.2 Assignment: This **AGREEMENT** shall not be assigned by the **Consultant** without prior written approval of the **CofB**. In the absence of such written approval, any attempt at assignment shall render this **AGREEMENT** void.

2.3 Indemnity: The **Consultant** agrees to indemnify and hold the **CofB** harmless from all liabilities to third parties proximately caused by the negligent acts or omissions of the **Consultant**, its employees, agents or representatives.

2.4 Time of Performance: The **Consultant** agrees to complete the specified services as described in paragraph 1.1 above by October 31, 2022. The **CofB** may, at its discretion, extend the time period of this **AGREEMENT** upon good cause shown by the **Consultant**.

2.5 Termination: The **CofB** reserves the right to terminate this **AGREEMENT**, with or without cause, upon 10 days written notice to the **Consultant**. In the event of such termination, the **CofB** agrees to compensate the **Consultant** for those items enumerated in Article II above, in an amount equivalent to the reasonable value of services rendered to the date of termination plus the actual expenses incurred.

2.6 Integration: This **AGREEMENT** represents the parties' entire agreement, and the same shall not be modified except in writing, signed by both parties.

2.7 Modification: This **AGREEMENT** may be modified at any time by agreement of both parties in writing.

Signed by authorized representatives of the parties on the dates indicated.

Date

HANNA:KEELAN ASSOCIATES, P.C.

Date

CITY OF BELLEVUE, NEBRASKA

ATTACHMENT A

City of Bellevue, Nebraska Affordable Housing Action Plan. (As per Nebraska LB866) Scope of Work, Time Line & Costs.	Month #1	Month #2	Month #3	Month #4	
Community Engagement					\$10,000
*Meetings with Local Housing Steering Committee/Task Force.					
**Local Citizen Surveys (Household & Workforce Surveys).					
Community Housing Listening Sessions/Open House with Specific Housing Professionals/Providers.					
*Meetings conducted both virtually and in-person.					
**Social Media via Facebook, Constant Contact, etc.					
Background Research & Market Analysis.					\$7,500
Review of Existing Housing & Planning Studies, Zoning Regulations, etc.					
Community Observations/On-Site Analysis.					
Effective (Housing) Market Area Analysis.					
Demographic Analysis: Population, Age Cohorts, Race, Group Quarters Population, etc.					
Income Trends & projections (Median Income, Per Capita Income, SSI Recipients, etc.).					
Labor Force & Employment Trends & Projections.					
Economic Conditions Analysis (Current Projects, Targeted Businesses, Local/State Incentives, etc.).					
Housing Trends & Projections (Age, Tenure, Occupancy/Vacancy, Value, Gross Rent, etc.).					
Housing Quality & Conditions Analysis.					
Matrix of Rental Housing Programs.					
Zoning & Subdivision Regulations Analysis.					
Affordable Housing Market Demand.					\$6,500
Five- & 10-Year Owner/Rental Housing Unit Target Demand w/ Estimated Budget.					
A. Housing Demand to meet Population Estimates.					
B. Housing Demand for Cost Burdened Households.					
C. Housing Replacement Demand.					
D. Housing Vacancy Deficiency & Pent-Up Demand.					
E. Housing Development Capacity (Land & Financial Resource Availability).					
Affordable Housing Demand For All Housing Types & Income Sectors, Including Income Eligible Rentals.					
Affordable Housing Demand by Unit Type & Price Point (Product).					
Elderly/Senior Housing Demand.					
Workforce Housing Demand.					
Student Housing Demand.					
Downtown Housing Demand.					
Housing Needs Relating to the COVID-19 Pandemic.					
Land Use & Housing Site Analysis.					
A. Land Use Needs for Specific Housing Development Programs.					
B. Housing Development & Rehabilitation Target Areas.					
Affordable Housing Action Plan.					\$14,000
Goals For The Construction Of Affordable Housing Units.					
A. Identification of Housing Types (Multifamily, "Missing Middle" Housing, Workforce Housing).					
B. Identification of Number of Units & Geographic Location.					
C. Specific Actions to Encourage Development.					
Goals For A Percentage Of Areas In The City Zoned For Residential Use.					
A. Permitting the Construction of Multifamily and Missing Middle Housing.					
Plans For The use Of Federal, State and Local Incentives					
A. Encourage the Development of Affordable Housing, Missing Middle Housing and Workforce Housing.					
B. Identification of Available Funding Sources (Housing Trust Funds, LB840, Tax Increment Financing, etc.).					
Recommended Updates to the City's Zoning Codes, Ordinances And Regulations To Incentivize Affordable Housing.					
TOTAL COST*					\$38,000

*Actual Cost Estimate = \$48,000. Includes \$10,000 cost reduction on data and research completed for the 2020 Sarpy County Housing Study.

**HANNA:KEELAN ASSOCIATES, P.C.
COMMUNITY PLANNING & RESEARCH**

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16c.
6/7/2022

COUNCIL MEETING DATE: 06/07/2022		SUBMITTED BY: Chief Clary	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Renewal of School Resource Officer (SRO) Memorandum of Understanding (MOU) between the City of Bellevue and Omaha Public Schools (OPS).

SYNOPSIS/BACKGROUND:

The Bellevue Police Department has had a long standing relationship with Omaha Public Schools, in providing SROs at Bryan High and Bryan Middle Schools and the current MOU expired June 1, 2022. The changes from the previously approved MOU include changing the effective date and expiration as well as adding language referencing OPS policy 5404, which was recently adopted.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: School Resource Officer MOU with Omaha Public Schools

CONTRACT EFFECTIVE DATE: 08/01/2022 CONTRACT TERM: 3 years CONTRACT END DATE: 07/31/2025

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Recommend approval of renewal of the School Resource Officer Memorandum of Understanding between Omaha Public Schools and the Bellevue Police Department and authorize the Mayor to sign.

ATTACHMENTS:

1. Updated 2022 SRO MOU 2. OPS Policy 5404 3. previously approved 2022 MOU

4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

A. Blue Roblin

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Signature]

**SCHOOL RESOURCE OFFICER PROGRAM
MEMORANDUM OF UNDERSTANDING**

This agreement is entered into as of August 1, 2022, by and between the City of Bellevue, Nebraska, hereinafter referred to as the "City" and Douglas County School District 0001 (Omaha Public Schools), hereinafter referred to as "OPS".

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this agreement is for the City to assign one uniformed Police Officer to Bryan Middle School and one to Bryan High School as the School Resource Officer. The School Resource Officer, hereinafter referred to as "SRO", will work with the school principal to provide alcohol and drug education, maintain a peaceful campus environment, selectively become involved in mutually agreed upon instructional topics, and take appropriate action regarding on-campus or school-related unlawful activity.

2. TERM AND SERVICE TIMES

- 2.1 This Agreement shall be effective on the 1st day of August, 2022, and shall remain in effect until either the City or the School District terminates the Agreement at the end of any given School year with ninety (90) days prior written notice, or upon written agreement of the City and the School District. Unless terminated sooner, this Agreement will automatically expire on July 31st, 2025.
- 2.2 The City shall provide one SRO for Bryan High School and one SRO for Bryan Middle School on all days that school is in session. OPS shall provide the City a school calendar on or before June 1st of each year.
- 2.3 OPS may request, and the City shall provide, an SRO at Bryan Middle School and/or Bryan High School for the Fall orientation. This shall be requested at least 30 days in advance.
- 2.4 OPS may request, and the City shall provide an SRO for summer school at Bryan High School which shall not exceed thirty (30) summer school days. This shall be requested at least 30 days in advance.
- 2.5 During days that school is not in session, the SRO is subject to other assignments as determined by the City.
- 2.6 The SRO will not be directly responsible for security at after-school functions, including athletic events or social events beyond the normal eight (8) hour school day. The School District will be responsible for arranging and compensating law enforcement for special School events and activities that take place outside the normal School day.

3. RELATIONSHIP OF PARTIES

- 3.1 The City shall have the status of an independent contractor for the purpose of this Agreement. The SRO assigned to OPS is an employee of the City and shall not be considered an employee of OPS and shall be subject to Police Department control, supervision, policies, procedures and General Orders.
- 3.2 Compensation and fringe benefits shall be paid directly by the City and shall be in accordance with the Bellevue Police Department's policies, as established for its employees and in accordance with union contract agreements with the Bellevue Police Officer's Association. The City shall maintain appropriate worker's compensation, health and unemployment insurance coverage for the SROs.
- 3.3 The SRO will be subject to current procedures in effect for City Police Officers, including attendance at all mandated training and testing to maintain State Peace Officer certification. This training and certification takes place throughout the year and will necessitate the absence of the SRO from the school building.

4. SCHOOL RESOURCE OFFICER SELECTION, TRANSFER AND REMOVAL

- 4.1 OPS and the City will mutually agree on the selection of the SRO. The Chief of Police will have final decision on all appointments.
- 4.2 If OPS is dissatisfied with the performance of the SRO, they shall contact the Police Officer's Sergeant or appropriate Supervisor, who shall instruct the Police Officer to leave the school, and reassign another SRO to perform the services described in this contract, if so required by OPS.
- 4.3 The Chief of Police shall discipline, dismiss or reassign the SRO based on Department guidelines and/or General Orders, and in compliance with the union contract and when it is in the best interest of the City, the school system and the students.
- 4.4 In the event of a resignation, retirement, dismissal or reassignment of the SRO, or in the case of long-term absences by the SRO, the Chief of Police shall provide a temporary replacement for the SRO within thirty (30) school days of receiving notice of such absence, dismissal, resignation or reassignment. As soon as practicable, a permanent replacement for the SRO position shall be assigned by the Chief of Police.

5. SCHOOL RESOURCE OFFICER'S RESPONSIBILITIES

- 5.1 Work in concert with the school principals, or designee, by meeting with the principal on at least a weekly basis.
- 5.2 Provide a program of educational leadership by acting as a guest speaker to address tobacco, alcohol, and other drug issues, conflict resolution, and safety issues in the school and the community.
- 5.3 Act as a communication liaison with law enforcement agencies, and provide basic information concerning students on the campus served by the Officer.

- 5.4 Present programs to parents of School students on issues related to tobacco, alcohol and other drugs, violence prevention or conflict resolution and safety.
- 5.5 Provide informational In-service programs for School staff on issues related to alcohol and other drugs and the law, violence, gangs, safety and security.
- 5.6 Participate in classroom activities, when invited. To discuss agreed upon topics or to interact with students in an educational or recreational setting.
- 5.7 Gather information regarding potential problems such as criminal activity, gang activity and student unrest, and attempt to identify particular individuals who may be a disruptive influence to the School and/or its students.
- 5.8 Assist in maintaining order and enforcing school policies and laws on school property. In conjunction with school officials, the SRO will take the appropriate law enforcement action, consistent with a Police Officer's duty. As soon as practicable, the SRO shall make the principal of the school aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law. Whenever practicable, the SRO shall advise the principal before requesting additional Police assistance on campus.
- 5.9 Refer students and/or their families to the appropriate agencies for assistance when need is determined.
- 5.10 The SRO shall not act as a school disciplinarian. However, if the principal believes an incident is a violation of law, the principal may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate.
- 5.11 The SRO can perform other duties as may be mutually agreed upon in writing by the City and OPS, provided that nothing required herein is intended to or will constitute a relationship of duty for the assigned Police Officer or the City beyond the general duties that exist for law enforcement Officers within the State.
- 5.12 The SRO shall be in uniform at all times while serving as an SRO and will wear a name tag. The SRO shall be equipped with a portable radio and access to 911 for emergency communications.
- 5.13 The SRO shall attend a minimum of twenty hours of training focused on school law, students' rights, understanding special needs students and students with disabilities, conflict de-escalation techniques, ethics for school resource officers, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, and preventing violence in school settings.
- 5.14 The SRO shall follow guidelines established in the Juvenile Operations policy when interrogating a student.

6. PAYMENT FOR SERVICES

- 6.1 The School District shall compensate the City for each SRO assigned to an OPS School at an annual rate of \$52,621.92 for the first year, and \$53,674.36 for the second year, and \$54,747.85 for the third year. This rate is based on the annual salary for a Bellevue Police Officer at step 8 of the Bellevue Police Officers Association, BPOA, wage schedule and the annual increase is due to a typical 2% BPOA contract pay increase.
- 6.2 The City shall be responsible for all of the SRO's compensation on days when schools are in session and the SRO is not at his or her assignment at the school, unless the SRO's absence is due to attending an off-campus activity at the school's request.
- 6.3 The City shall be responsible for all of the SRO's compensation on all holidays, vacation days, compensatory days or sick leave days.
- 6.4 Payment from OPS to the City will be made once per calendar year, upon receipt of an invoice from the City, which shall be provided not prior to July 1 of each year, and must be provided by July 31 of each year, until this agreement expires.
- 6.5 The City agrees to pay all other SRO costs, including training and certification, unless written agreement is made with the City and the School District for training that is directly related to the SRO's functions within the school environment.
- 6.6 All other work assignments where OPS requests SRO presence (i.e., sports events, parent/teacher conferences, etc) will be contracted separately as secondary employment and paid directly to the SRO by OPS. All secondary employment is subject to prior approval by the City's SRO supervisor.

7. TIME AND PLACE OF PERFORMANCE

- 7.1 The City will assure that the SRO will be on the campus of Bryan High School and Bryan Middle School each day that school is in session at a time of 15 minutes prior to the start of classes and until 15 minutes after classes are dismissed. The SRO's activities will be restricted to the assigned school campus except for:
 - 7.1.1 Follow-up home visits when needed as a result of school-related student problems.
 - 7.1.2 School-related off-campus activities when the principal requests Officer participation and it is approved by the City.
 - 7.1.3 Response to off-campus, but school-related criminal activity.
 - 7.1.4 Response to off-campus emergency law enforcement needs.
 - 7.1.5 Appearances in court or other similar required activities.
- 7.2 Regular working hours may be adjusted on a situational basis by OPS with the consent of the SRO's Supervisor. These adjustments should be approved prior to

their being required and should be to cover activities that are a normal part of the scheduled school day, requiring the presence of a law enforcement Officer.

8. OMAHA PUBLIC SCHOOL RESPONSIBILITIES

- 8.1 OPS will provide the SRO with an office to be used by the SRO alone which can be locked and access to such equipment as is necessary at the assigned school. This equipment shall include access, but not be limited to, a telephone, fax, copier, filing cabinet capable of being secured, and to provide a computer and secretarial assistance.
- 8.2 The School District shall designate at least one administrator from Bryan Middle School and Bryan High School to attend a minimum of twenty hours of training focused on school-based law enforcement, including, but not limited to, coursework focused on school law, student rights, understanding special needs students and students with disabilities, conflict de-escalation techniques, ethics for school resource officers and security guards, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, and preventing violence in school settings.
- 8.3 The School District has adopted Policy 5404 which addresses under what circumstances a student will be advised of constitutional rights prior to being questioned or interrogated by a School Official or the SRO regardless of whether the SRO is acting as a school official or as an SRO.
- 8.4 The School District has adopted Policy 5404 which addresses when a parent or guardian will be notified or present, in a language that such parent or guardian understands, if a student is subjected to questioning or interrogation by a school official or by a school resource officer or security guard operating in conjunction with a school official.
- 8.5 The School District has adopted and will adopt on an annual basis a Student Code of Conduct which addresses the type or category of student conduct or actions that will be referred to law enforcement for prosecution and the type of student conduct or actions that will be resolved as a disciplinary matter by a school official and not subject to referral to law enforcement.

9. CITY AND SRO RESPONSIBILITIES.

- 9.1 The City and the SRO agree to comply with all laws, rules, regulations, ordinances, codes, guidelines, and directives which set forth standards and procedures to be followed by the City and the SRO in discharging its obligations under Agreement.
- 9.2 The City and the SRO shall maintain records on each student referral for prosecution by the SRO in response to an incident occurring at school, on school grounds, or at a school-sponsored event and ensure that such records allow for analysis of related data and delineate:
 - a. The reason for such referral; and
 - b. Federally identified demographic characteristics of such student;

- 9.3 The City shall provide the School District, within 60 days of the last day of school, a report detailing the name of each student referred for prosecution by the SRO during the school year, the reason for such referral and the federally identified demographic characteristics of each student.
- 9.4 The City shall provide the School District with directions on how a student and parent can express a concern or file a complaint about a school resource officer and the practices of such school resource officer.

10. **NOTICE.**

Any notice required to be given by this Agreement shall be sufficient if communicated in writing and sent by hand delivery or by certificated United States Mail, postage prepaid, or by facsimile transmission. Notice shall be given as follows:

OPS: Superintendent, Omaha Public Schools, 3215 Cuming Street,
Omaha, NE 68131 FAX: {402} 557-2019

CITY: Administrator, City of Bellevue, 1500 Wall St. Bellevue, NE 68005
FAX: {402} 293-3090

11. **NON-DISCRIMINATION.**

The parties of this Agreement 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, national origin, religion, sex (including pregnancy), marital status, sexual orientation, disability, age, genetic information, gender identity, gender expression, citizenship status, veteran status, political affiliation or economic status.

12. **GOVERNING LAW.**

This Agreement shall be interpreted according to the law of the State of Nebraska, and any conflict arising under this Agreement or any applicable Project Attachment will be heard by a Nebraska court of competent jurisdiction.

13. **CITIZENSHIP VERIFICATION.**

City shall ensure that any persons physically perform services in the State of Nebraska pursuant to a Project shall, pursuant to Nebraska state law, use a federal electronic verification program authorized by the Illegal Immigration Reform and Immigration Responsibility Act of 1996, 8 U.S.C. 1324 ("E-verify Program" or an equivalent federal program designated by the Department of Homeland Security or other authorized federal agency) to verify the work eligibility status of employees.

14. **AMENDMENT.**

This Agreement may be amended at any time by an agreement in writing executed by the authorized representatives of OPS and City.

15. **WAIVER.**

Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any other provision or any subsequent breach.

16. **ASSIGNMENT.**

This Agreement may not be assigned or transferred except by written agreement of OPS and City.

17. **DATA SHARING AND CONFIDENTIALITY.**

The parties expressly acknowledge that all student information not designated by OPS as "directory information" is considered private and subject to protection. The parties further acknowledge that OPS has implemented policies and guidelines which describe when and how protected student information may be obtained, shared or otherwise disseminated and that City and its agents are subject to such policies and guidelines and will comply with same. Any student information that City or its agents receives is confidential and may only be used for providing services under this Agreement. City agrees to maintain the confidentiality of information that it may have access to under this Agreement and further agrees not to disclose any such information gained during the course of providing services under this Agreement to any person or entity other than the student, parent, guardian, OPS, or City, as applicable, without the express agreement of OPS. To facilitate the success of this Agreement and to monitor and evaluate student progress, OPS may provide to SROs providing services hereunder, limited FERPA protected personally identifiable information from students' education records. Individuals providing services to OPS students pursuant to this Agreement shall be expected to maintain this information in confidence, and as necessary shall sign a confidentiality statement and, if appropriate a data user agreement. OPS hereby designates the SRO as a School Official for purposes of FERPA. As a school official, the SRO may review and use FERPA records if the SRO has a legitimate education interest in those records. The City and the SRO agree to in all respects comply with all applicable provisions of FERPA. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose, or share student record information in a manner not permitted by FERPA.

18. **ENTIRE AGREEMENT.**

This Agreement, together with any Project Attachments and any exhibits or schedules thereto, constitutes the entire Agreement between the parties as to the subject matter hereof, and replaces all prior written and oral statements and understandings.

Signed in agreement on the day below:

DOUGLAS COUNTY SCHOOL DISTRICT 0001

By: _____

Date: _____

Dr. Shavonna Holman

President, Board of Education

ATTEST:

By: _____

Matthew Ray

Secretary, Board of Education

CITY OF BELLEVUE

By: _____

Date: _____

Rusty Hike

Bellevue Mayor

5404 - Cooperation with Law Enforcement

Last Updated Date: 06/07/2021

Adoption Date: 08/21/2017

Cooperation between school districts and the various law enforcement agencies in our community is vital to school safety and the administration of justice. To these ends, the District pledges to cooperate with law enforcement officers, within the confines of the law and consistent with its legal responsibilities. Law enforcement officers are encouraged to work cooperatively with the District and its Principals when entering District buildings. District officials must cooperate with law enforcement officers when law enforcement officers deem it necessary to arrest or remove a student on school grounds. Law enforcement officers may arrest or remove a student from the school without the Principal or Principal's designee's permission, but are encouraged to do so only when absolutely necessary. The Principal's or Principal's designee should not attempt to obstruct the law enforcement officers in the line of duty. Nebraska law permits law enforcement officers, under certain circumstances, to remove a student from school without an arrest warrant. The decision on whether to remove a student from school without an arrest warrant is one for law enforcement officers and not for school officials to make. The Principal or Principal's designee should immediately notify the Principal Supervisor assigned to his or her building if a student is arrested or otherwise removed from school by law enforcement officers.

School officials are not required to advise students of their constitutional rights. Law enforcement officers are required to advise students of their constitutional rights prior to initiating a custodial investigation. For purposes of this policy, custodial interrogation of the student means the student is in the custody of a law enforcement officer and does not have permission to leave. Unless otherwise directed by law enforcement, the Principal or Principal's designee shall contact the student's parent(s)/guardian(s) prior to the commencement of a custodial interrogation and shall request that such interrogation be delayed until the arrival of the student's parent(s)/guardian(s). The Principal or Principal's designee should immediately notify the parent or guardian as well as

the Principal Supervisor assigned to his or her building if a student is arrested or otherwise removed from school by law enforcement office.

**SCHOOL RESOURCE OFFICER PROGRAM
MEMORANDUM OF UNDERSTANDING**

This agreement is entered into as of June 1, 2022, by and between the City of Bellevue, Nebraska, hereinafter referred to as the "City" and Douglas County School District 0001 (Omaha Public Schools), hereinafter referred to as "OPS".

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this agreement is for the City to assign one uniformed Police Officer to Bryan Middle School and one to Bryan High School as the School Resource Officer. The School Resource Officer, hereinafter referred to as "SRO", will work with the school principal to provide alcohol and drug education, maintain a peaceful campus environment, selectively become involved in mutually agreed upon instructional topics, and take appropriate action regarding on-campus or school-related unlawful activity.

2. TERM AND SERVICE TIMES

- 2.1 This Agreement shall be effective on the 1st day of June 2022 and shall remain in effect until either the City or the School District terminates the Agreement at the end of any given School year with ninety (90) days prior written notice, or upon written agreement of the City and the School District. Unless terminated sooner, this Agreement will automatically expire on June 1, 2025.
- 2.2 The City shall provide one SRO for Bryan High School and one SRO for Bryan Middle School on all days that school is in session. OPS shall provide the City a school calendar on or before June 1st of each year.
- 2.3 OPS may request, and the City shall provide, an SRO at Bryan Middle School and/or Bryan High School for the Fall orientation. This shall be requested at least 30 days in advance.
- 2.4 OPS may request, and the City shall provide an SRO for summer school at Bryan High School which shall not exceed thirty (30) summer school days. This shall be requested at least 30 days in advance.
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enforcement for special School events and activities that take place outside the normal School day.

3. RELATIONSHIP OF PARTIES

- 3.1 The City shall have the status of an independent contractor for the purpose of this Agreement. The SRO assigned to OPS is an employee of the City and shall not be considered an employee of OPS and shall be subject to Police Department control, supervision, policies, procedures and General Orders.
- 3.2 Compensation and fringe benefits shall be paid directly by the City and shall be in accordance with the Bellevue Police Department's policies, as established for its employees and in accordance with union contract agreements with the Bellevue Police Officer's Association. The City shall maintain appropriate worker's compensation, health and unemployment insurance coverage for the SROs.
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4. SCHOOL RESOURCE OFFICER SELECTION, TRANSFER AND REMOVAL

- 4.1 OPS and the City will mutually agree on the selection of the SRO. The Chief of Police will have final decision on all appointments.
- 4.2 If OPS is dissatisfied with the performance of the SRO, they shall contact the Police Officer's Sergeant or appropriate Supervisor, who shall instruct the Police Officer to leave the school, and reassign another SRO to perform the services described in this contract, if so required by OPS.
- 4.3 The Chief of Police shall discipline, dismiss or reassign the SRO based on Department guidelines and/or General Orders, and in compliance with the union contract and when it is in the best interest of the City, the school system and the students.
- 4.4 In the event of a resignation, retirement, dismissal or reassignment of the SRO, or in the case of long-term absences by the SRO, the Chief of Police shall provide a temporary replacement for the SRO within thirty (30) school days of receiving notice of such absence, dismissal, resignation or reassignment. As soon as practicable, a permanent replacement for the SRO position shall be assigned by the Chief of Police.

5. SCHOOL RESOURCE OFFICER'S RESPONSIBILITIES

- 5.1 Work in concert with the school principals, or designee, by meeting with the principal on at least a weekly basis.
- 5.2 Provide a program of educational leadership by acting as a guest speaker to address tobacco, alcohol, and other drug issues, conflict resolution, and safety issues in the school and the community.
- 5.3 Act as a communication liaison with law enforcement agencies, and provide basic information concerning students on the campus served by the Officer.
- 5.4 Present programs to parents of School students on issues related to tobacco, alcohol and other drugs, violence prevention or conflict resolution and safety.
- 5.5 Provide informational in-service programs for School staff on issues related to alcohol and other drugs and the law, violence, gangs, safety and security.
- 5.6 Participate in classroom activities, when invited. To discuss agreed upon topics or to interact with students in an educational or recreational setting.
- 5.7 Gather information regarding potential problems such as criminal activity, gang activity and student unrest, and attempt to identify particular individuals who may be a disruptive influence to the School and/or its students.
- 5.8 Assist in maintaining order and enforcing school policies and laws on school property. In conjunction with school officials, the SRO will take the appropriate law enforcement action, consistent with a Police Officer's duty. As soon as practicable, the SRO shall make the principal of the school aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law. Whenever practicable, the SRO shall advise the principal before requesting additional Police assistance on campus.
- 5.9 Refer students and/or their families to the appropriate agencies for assistance when need is determined.
- 5.10 The SRO shall not act as a school disciplinarian. However, if the principal believes an incident is a violation of law, the principal may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate.
- 5.11 The SRO can perform other duties as may be mutually agreed upon in writing by the City and OPS, provided that nothing required herein is intended to or will constitute a relationship of duty for the assigned Police Officer or the City beyond the general duties that exist for law enforcement Officers within the State.
- 5.12 The SRO shall be in uniform at all times while serving as an SRO and will wear a name tag. The SRO shall be equipped with a portable radio and access to 911 for emergency communications.

- 5.13 The SRO shall attend a minimum of twenty hours of training focused on school law, students rights, understanding special needs students and students with disabilities, conflict de-escalation techniques, ethics for school resource officers, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, and preventing violence in school settings.
- 5.14 The SRO shall follow guidelines established in the Juvenile Operations policy when interrogating a student.

6. PAYMENT FOR SERVICES

- 6.1 The School District shall compensate the City for each SRO assigned to an OPS School at an annual rate of \$52,621.92 for the first year, \$53,674.36 for the second year, and \$54,747.85 for the third year. This rate is based on the annual salary for a Bellevue Police Officer at step 7 of the Bellevue Police Officers Association, BPOA, wage schedule and the annual increase is due to a typical 2% BPOA contract pay increase.
- 6.2 The City shall be responsible for all of the SRO's compensation on days when schools are in session and the SRO is not at his or her assignment at the school, unless the SRO's absence is due to attending an off-campus activity at the school's request.
- 6.3 The City shall be responsible for all of the SRO's compensation on all holidays, vacation days, compensatory days or sick leave days.
- 6.4 Payment from OPS to the City will be made once per calendar year, upon receipt of an invoice from the City, which shall be provided not prior to July 1 of each year, and must be provided by July 31 of each year, until this agreement expires.
- 6.5 The City agrees to pay all other SRO costs, including training and certification, unless written agreement is made with the City and the School District for training that is directly related to the SRO's functions within the school environment.
- 6.6 All other work assignments where OPS requests SRO presence (i.e., sports events, parent/teacher conferences, etc) will be contracted separately as secondary employment and paid directly to the SRO by OPS. All secondary employment is subject to prior approval by the City's SRO supervisor.

7. TIME AND PLACE OF PERFORMANCE

- 7.1 The City will assure that the SRO will be on the campus of Bryan High School and Bryan Middle School each day that school is in session at a time of 15 minutes prior to the start of classes and until 15 minutes after classes are dismissed. The SRO's activities will be restricted to the assigned school campus except for:

- 7.1a Follow-up home visits when needed as a result of school-related student problems.
- 7.1b School-related off-campus activities when the principal requests Officer participation and it is approved by the City.
- 7.1c Response to off-campus, but school-related criminal activity.
- 7.1d Response to off-campus emergency law enforcement needs.
- 7.1e Appearances in court or other similar required activities.
- 7.2 Regular working hours may be adjusted on a situational basis by OPS with the consent of the SRO's Supervisor. These adjustments should be approved prior to their being required and should be to cover activities that are a normal part of the scheduled school day, requiring the presence of a law enforcement Officer.

8. OMAHA PUBLIC SCHOOL RESPONSIBILITIES

OPS will provide the SRO with an office to be used by the SRO alone which can be locked and access to such equipment as is necessary at the assigned school. This equipment shall include access, but not be limited to, a telephone, fax, copier, filing cabinet capable of being secured, and to provide a computer and secretarial assistance.

9. NOTICE.

Any notice required to be given by this Agreement shall be sufficient if communicated in writing and sent by hand delivery or by certificated United States Mail, postage prepaid, or by facsimile transmission. Notice shall be given as follows:

OPS: Superintendent, Omaha Public Schools, 3215 Cuming Street,
Omaha, NE 68131 FAX: (402) 557-2019

CITY: Administrator, City of Bellevue, 1500 Wall St. Bellevue, NE 68005
FAX: (402) 293-3090

10. NON-DISCRIMINATION.

The parties of this Agreement 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, religions, sex, sexual orientation, national origin, disability, age, marital status, genetic information, citizenship status, or economic status.

11. GOVERNING LAW.

This Agreement shall be interpreted according to the law of the State of Nebraska, and any conflict arising under this Agreement or any applicable Project Attachment will be heard by a Nebraska court of competent jurisdiction.

12. **CITIZENSHIP VERIFICATION.**

City shall ensure that any persons physically perform services in the State of Nebraska pursuant to a Project shall, pursuant to Nebraska state law, use a federal electronic verification program authorized by the Illegal Immigration Reform and Immigration Responsibility Act of 1996, 8 U.S.C. 1324 ("E-verify Program" or an equivalent federal program designated by the Department of Homeland Security or other authorized federal agency) to verify the work eligibility status of employees.

13. **AMENDMENT.**

This Agreement may be amended at any time by an agreement in writing execute by the authorized representatives of OPS and City.

14. **WAIVER.**

Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any other provision or any subsequent breach.

15. **ASSIGNMENT.**

This Agreement may not be assigned or transferred except by written agreement of OPS and City.

16. **DATA SHARING AND CONFIDENTIALITY.**

The parties expressly acknowledge that all student information not designated by OPS as "directory information" is considered private and subject to protection. The parties further acknowledge that OPS has implemented polices and guidelines which describe when and how protected student information may be obtained, shared or otherwise disseminated and that City and its agents are subject to such policies and guidelines and will comply with same. Any student information that City or its agents receives is confidential and may only be used for providing services under this Agreement. City agrees to maintain the confidentiality of information that it may have access to under this Agreement and further agrees not to disclose any such information gained during the course of providing services under this Agreement to any person or entity other than the student, parent, guardian, OPS, or City, as applicable, without the express agreement of OPS. To facilitate the success of this Agreement and to monitor and evaluate student progress, OPS may provide to SROs providing services hereunder, limited FERPA protected personally identifiable information from students' education records. Individuals providing services to OPS students pursuant to this Agreement shall be expected to maintain this information in confidence, and as necessary shall sign a confidentiality statement and, if appropriate a data user agreement.

17. **ENTIRE AGREEMENT.**

This Agreement, together with any Project Attachments and any exhibits or schedules thereto, constitutes the entire Agreement between the parties as to the subject matter hereof, and replaces all prior written and oral statements and understandings.

[Signature page follows]

Signed in agreement on the day below:

DOUGLAS COUNTY SCHOOL DISTRICT 0001

By: _____
Dr. Shavonna Holman
Board of Education President

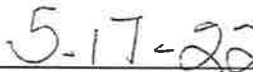
Date

By: _____
Matthew J. Ray
Secretary to the Board of Education

Date

CITY OF BELLEVUE, NEBRASKA

By:  _____
Rusty Hike, Bellevue Mayor



Date

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
6/7/2022

COUNCIL MEETING DATE: 06/07/2022	SUBMITTED BY: Tracy Niemier	Public Works / Building Maintenance
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 Professional Building change order No.1

SYNOPSIS/BACKGROUND:

Royalty Roofing and Renovations has provided additional construction material for the City of Bellevue Professional Building. The additional work resulted in \$16,055.00 increase in cost. 183 Sheets of roof decking at \$85.00 a sheet. and \$500.00 for removal of pergola over flat roof section and wrapping exposed wood on roof line.

FISCAL IMPACT: \$16,055.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO	COUNTER-PARTY:	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: Bellevue Professional Building Complete Roof Replacement materials.		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME:		
START DATE:	END DATE:	PAYMENT DATE:
		INSURANCE REQUIRED: YES
CIP PROJECT NAME:	CIP PROJECT NUMBER:	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE: CIPL122(1)	ACCOUNT NUMBER: 7030	

RECOMMENDATION:

Approve and authorize the Mayor to sign the agreement between the City of Bellevue and Royalty Roofing and Renovations in the amount of \$16,055.00 for Roof Decking and removal of pergola over flat roof section and wrapping exposed wood on roof line to the City of Bellevue Professional Building at 2206 Longo Drive.

ATTACHMENTS:

1. Change Order No.1
- 2.
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bay Robin
[Signature]
[Signature]



Royalty Roofing & Renovations
13315 B St
Omaha, NE 68144
(402) 216-8850
royaltyroofing.org



Invoice 1728

BILL TO
Bellevue Professional Building
City of Bellevue
2206 Longo Drive
Bellevue, NE 68005

DATE
05/12/2022

PLEASE PAY
\$16,055.00

DUE DATE
05/12/2022

ACTIVITY	AMOUNT
Roof Decking Day 1 - 48 Sheets @ \$85/sheet	4,080.00
Roof Decking Day 2 - 25 sheets @ \$85/sheet	2,125.00
Roof Decking Day 3 - 33 sheets @ \$85/sheet	2,805.00
Roof Decking Day 4/5 - 77 sheets @ \$85/sheet	6,545.00
Pergola Removal of pergola over flat roof section and wrapping exposed wood on roof line	500.00

Thank you for your business!

Payment Methods: Cash, Check or Credit Card (3% Convenience Fee)

TOTAL DUE

\$16,055.00

THANK YOU.

Please remit payment to:
Royalty Roofing & Renovations
13315 B Street
Omaha, NE 68144

Any questions or concerns, please give us a call at 402-216-8850.

WORK CHANGE DIRECTIVE

No. 1

DATE OF ISSUANCE 06/07/2022

EFFECTIVE DATE 06/07/2022

OWNER City of Bellevue
 CONTRACTOR Royalty Roofing & Renovation
 Contract: _____
 Project: Bellevue Professional Center Roof
 OWNER'S Contract No. N/A ENGINEER'S Project No. BPW-220411

You are directed to proceed promptly with the following change(s):
 Description: Roof on City of Bellevue Professional Building at 2206 Longo Dr.

Purpose of Work Change Directive: Added Roof Decking and removal of pergola over flat roof section and wrapping exposed wood on roof line to the City of Bellevue Professional Building at 2206 Longo Dr.

Attachments: (List documents supporting change) Invoice #1728

If OWNER or CONTRACTOR believe that the above change has affected Contract Price any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in Contract Price:

- Unit Prices - See Attached Invoice #1728
- Lump Sum
- Cost of the Work _____

Estimated increase (~~decrease~~) in Contract Price: \$ **16,055.00**
 If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract Times:
 Substantial Completion: 0 days;
 Ready for final payment: days.

RECOMMENDED:
 Royalty Roofing and Renovations
 ENGINEER

AUTHORIZED:
 City of Bellevue
 OWNER

By:

By:

WORK CHANGE DIRECTIVE

INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed for use in situations involving changes in the Work which, if not processed expeditiously, might delay the Project. These changes are often initiated in the field and may affect the Contract Price or the contract Times. This is not a Change Order, but only a directive to proceed with Work that may be included in a subsequent Change Order.

For supplemental instructions and minor changes not involving a change in the Contract Price or the Contract times a Field order should be used.

B. COMPLETING THE WORK CHANGE DIRECTIVE FORM

Engineer initiates the form, including a description of the items involved and attachments.

Based on conversations between Engineer and contractor, Engineer completes the following:

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT PRICE: Mark the method to be used in determining the final cost of Work involved and the estimated net effect on the Contract Price. If the change involves an increase in the Contract Price and the estimated amount is approached before the additional or changed Work is completed, another Work Change Directive approached before the additional or changed Work is completed, another Work Change Directive must be issued to change the estimated price or Contractor may stop the changed Work when the estimated time is reached. If the Work Change Directive is not likely to change the Contract Price, the space of estimated increase (decrease) should be marked "Not Applicable".

Once Engineer has completed and signed the form, all copies should be sent to Owner for authorization because Engineer alone does not have authority to authorize changes in Price or Times. Once authorized by Owner, a copy should be sent by Engineer to Contractor. Price and Times may only be changed by Change Order signed by Owner and Contractor with Engineer's recommendation.

Paragraph 10.03.A.2 of the General Conditions requires that a Change Order be initiated and processed to cover any undisputed sum or amount of time for Work actually performed pursuant to this Work Change Directive.

Once the Work covered by this directive is completed or final cost and times are determined, Contractor should submit documentation for inclusion in a Change Order.

THIS IS A DIRECTIVE TO PROCEED WITH A CHANGE THAT MAY AFFECT THE CONTRACT PRICE OR CONTRACT TIMES. A CHANGE ORDER, IF ANY, SHOULD BE CONSIDERED PROMPTLY.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16e.
6/7/2022

COUNCIL MEETING DATE: 06/07/2022	SUBMITTED BY: Public Works/CDBG	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Approve and execute the Civic and Community Center Financing Fund (CCCFF) In the amount of \$483,415.30. May 26,2022 an additional \$180,000.00 was awarded to the City of Bellevue.

SYNOPSIS/BACKGROUND:

Following City Council approval on June 7, 2022. To accept the funds for the CCCFF grant for renovations of the Bellevue Professional Building at 2206 Longo Drive - Bellevue Public Library

FISCAL IMPACT: \$663,414.30 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: YES

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: CCCFF Contract #22-03-120/City of Bellevue Bellevue Public Library

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: CCCFF Bellevue Public Library ("Project")

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the Mayor to sign the Civic and Community Center Financing Fund (CCCFF) acceptance letters. Initial grant from the State of Nebraska of \$483,415.30 was increased by \$180,000.00 to bring the total to \$663,414.30.

ATTACHMENTS:

1. Notice of Conditional Approval 2. 3. 4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

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



2nd Letter

May 27, 2022

Mayor Rusty Hike
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

RE: Civic and Community Center Financing Fund (CCCCFF) Contract # 22-03-120 / City of Bellevue
Bellevue Public Library
Notice of Additional Funds Available, Re-Issuance of CCCCFF Contract

Dear Mayor Hike:

On March 22, the City of Bellevue was awarded \$483,415.30 in CCCCFF monies for the Bellevue Public Library Project, this amount was less than the requested amount of state aid detailed in your Application. Your request could not be fulfilled at the full amount (\$1,125,000). The reduced award reflected the remaining balance of funds available for award in the 2022 application cycle. This letter is notice that \$186,364.25 in additional funds are available to increase your partial award amount from \$483,415.30 to \$669,779.55.

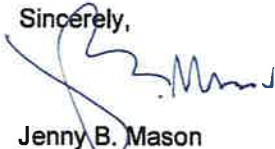
Additionally, during the May 20 phone call between Bellevue Public Works Director, Doug Clark, and CCCCFF Coordinator, Mackenzie Martin Waldron, Director Clark requested re-issuance of the CCCCFF contract for proper execution under local procedure.

In reissuing the CCCCFF contract as requested above, the Department will update §1.01 of the contract to reflect an increased award amount of \$669,779.55. If the City opts to receive these additional funds, please review and execute the forthcoming reissued CCCCFF contract. Upon full execution of the contract, the City must submit the First Payment Request in AmpliFund as further described in the March 22 Notice of Award letter. You are reminded that Act Funds cannot account for more than fifty percent (50%) of the total project costs.

Should the City decline the additional funds, please do not execute the reissued contract, and provide written response to this notice detailing such decision within 60 days.

If you have any questions regarding this information, you may contact Mackenzie Martin Waldron at (402) 547-1864, toll-free at (800) 426-6505 or via email at mackenzie.waldron@nebraska.gov.

Sincerely,



Jenny B. Mason
Director, Disaster Recovery Division

cc (email): Doug Clark, Public Works Director
@DED: Mackenzie Martin Waldron, CCCCFF Coordinator; file(s)



1st Letter

March 22, 2022

Mayor Rusty Hike
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

RE: Civic and Community Center Financing Fund (CCCFF) Contract # 22-03-120 / City of Bellevue
Bellevue Public Library
Notice of Conditional Approval

Dear Mayor Hike:

On behalf of Anthony L. Goins, Director of the Nebraska Department of Economic Development (DED), it is a pleasure to inform you that we have conditionally approved your CCCFF application for Act funds in the amount of \$483,415.30 for the Bellevue Public Library ("Project"). **This conditional award is subject to your agreement and ability to proceed with the project given the reduction of the requested amount of funding.** Based on the appropriated funds available and competitive review of the Project against other applicants, your request cannot be fulfilled at the full amount. The reduced award reflects the remaining balance of funds. Within the application, the City of Bellevue ("Municipality") verified and agreed to each of the following conditions:

- 1) Project is located within the applicant municipality or its extraterritorial zoning jurisdiction.¹
- 2) Municipality owns the facility for which aid is sought.²
- 3) Municipality operates directly or by contract the facility for which aid is sought.
- 4) Act funds cannot account for more than fifty percent (50%) of the total cost of the project; minimum match is 1:1.
- 5) Municipality may only receive one grant of each type (planning or construction) in any two-year period.

Along with these conditions, other conditions to be observed are contained in the forthcoming agreement ("CCCFF Contract"), issued via email, which follows Neb. Rev. State Statutes, §§ 13-2701 – 13-2710, and Nebraska Administrative Code, Title 90, Chapter 1 ("Rules and Regulations for Local Civic, Cultural, and Convention Center Financing Act"). You should also refer to the CCCFF Application & Program Guidelines.

AmpliFund & Recipient Grant Manager: The primary system of record between DED and the Municipality shall be AmpliFund, a grants management system (GMS).

- The Municipality must identify a Recipient Grant Manager to serve as the primary point of contact for all grant-related matters; the Municipality is responsible for maintaining and updating the contact information for the Recipient Grant Manager throughout the grant.
- GMS User Guides, including instructions for accessing and using of the system to implement a CCCFF grant, and other resources are available on DED's website, <https://opportunity.nebraska.gov/amplifund/#CCCFF>.
- Recipient Grant Managers shall be familiar with *Section 11 – Guidelines & Award Management* of the Application & Program Guidelines. This section includes an awarded projects overview and describes how recipients receive award notifications, how to set up an AmpliFund account to manage the award, detailed information about the disbursement process, reporting requirements, etc.

Contract & First Disbursement: Within 30-45 days, DED will issue an electronic copy of the CCCFF Contract via email for electronic signature. The Municipality must review and sign this agreement to accept the Act funds. This contract shall

¹ Per Neb. Rev. State Statute §13-2705.06, where the project involves a historic building, the Project has been reviewed by the State Historic Preservation Officer for conformance with historic standards.

² Per Neb. Rev. State Statute §13-2707.05, Municipality may share ownership with a political subdivision – as defined in the Act – if the Municipality's ownership interest is at least fifty percent.

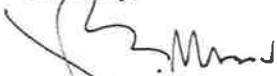
be signed by you, the chief elected official. Upon full execution of the contract and meeting of any required conditions specified in the contract, the Municipality must submit the First Payment Request in AmpliFund. As described in the forthcoming contract, there are two disbursements. The first disbursement of funds is an *advance*. **Transfer of Act funds occurs by electronic deposit to the account designated on the State of Nebraska ACH Enrollment Form and submitted in AmpliFund.** Additional instructions are made available to your designated Recipient Grant Manager.

Reporting, Compliance, & Final Payment Requirements: The Municipality must submit progress reports on a semi-annual basis for the duration of the project and until DED issues a letter of closeout. **The first reports are due by September 30.** Throughout the implementation of the project, at the local level, the Municipality maintains accounting and financial records relating to the project. In general, throughout and at the completion of a project, it should be possible to compare estimated/budgeted project costs with the actual project costs as supported by documentation. DED issues the final payment on the grant on a *reimbursement* basis and following submission of the Final Payment Request. The Municipality must submit source documentation evidencing eligible expenditures for all costs charged to the grant, including matching funds.

Termination & Deobligation: Where the Municipality is unable to meet the terms of the CCCFF Contract, DED may require repayment of funds, issue a reduced award amount or partial final payment, and/or issue a letter or notice of deobligation (e.g., Termination of Contract by Mutual Agreement). In such cases, unless the award is rescinded or deobligated in its entirety, the Municipality is required to submit reporting materials to demonstrate eligible costs charged to the grant. In other words, if a project comes in under budget and, as originally awarded, the CCCFF portion exceeds the 50% cost share requirement, the final payment may be reduced to reflect actual, eligible project costs.

Referenced forms and other information is available on our website at <https://opportunity.nebraska.gov/cccff>. If you have any questions regarding this information contact Mackenzie Martin Waldron at (402) 547-1864, toll-free at (800) 426-6505, or via email at mackenzie.waldron@nebraska.gov.

Sincerely,



Jenny B. Mason
Director, Disaster Recovery Division

cc (email): Doug Clark, Public Works Director
@DED: Mackenzie Martin Waldron, CCCFF Coordinator; file(s)

**STATE OF NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT
CIVIC AND COMMUNITY CENTER FINANCING FUND
ASSISTANCE AWARD CONTRACT NO. 22-03-120**

This contract is entered into between the State of Nebraska Department of Economic Development ("Department") and the City of Bellevue, Nebraska ("Recipient"), upon the date of signature by both parties.

RECITALS:

A. The Nebraska Civic and Community Center Financing Act ("Act"), found in Neb. Rev. Stat. §13-2701 through §13-2710, was enacted to support the development of civic, community, and recreation centers throughout Nebraska that foster the maintenance or growth of communities. To provide funding for these development activities, the Act created the Civic and Community Center Financing Fund ("Fund") and directed the Department to award and administer grants of funds ("Act Funds") to eligible recipients. The requirements of the Act are incorporated herein by this reference.

B. The Recipient has submitted an application and all of the necessary supplementary materials (collectively, the "Application"). The Application sets forth a project involving a Public Library for Bellevue, Nebraska ("Project"), which is an activity that is eligible for assistance under the Act. The Application is incorporated herein by this reference.

C. The Project was conditionally approved by the Department in accordance with the Act, and Act Funds were subsequently appropriated by the Nebraska Legislature for use on the Project. Because Act Funds were appropriated by the Legislature, the grant of assistance to the Recipient is considered finally approved, and this grant agreement is intended to govern the Department's administration of Act Funds disbursed to the Recipient for the Project.

AGREEMENT:

Premised on the Recitals above and in consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

PART I: TERMS AND CONDITIONS.

§1.01 Amount and Initial Disbursement of Act Funds; Matching Funds.

The Department will disburse Act Funds to the Recipient for the Project in a total amount not to exceed the lesser of: Six Hundred Sixty-Nine Thousand Seven Hundred Seventy-Nine Dollars and Fifty-Five Cents (\$669,779.55) or fifty percent (50%) of the actual cost of construction, renovation, or expansion of the Project.

The Department will disburse fifty percent (50%) of the award of Act Funds for the Project to the Recipient after the Department receives a fully executed grant agreement. The remaining fifty percent (50%) of the award of Act Funds will be disbursed as reimbursement for costs incurred in completing the Project.

Matching funds from local sources (as required by the Act) must be contributed to the Project prior to disbursement of Act Funds. The matching funds must be at least equal to the amount of Act Funds requested and at least fifty percent (50%) must be in cash.

§1.02 Contract Term.

The term of this contract will be from March 22, 2022 to March 21, 2024 (“Contract Term”). All of the Recipient’s performance obligations under this contract must be completed within the Contract Term.

§1.03 Use of Act Funds.

The Act Funds must be used solely for the purposes set forth in the Application and as allowed and restricted by the Act and this agreement. Some specific restrictions which are applicable to the Project include, but are not limited to, the following:

- (a) Act Funds may be used for the construction, renovation, or expansion of the Project, but Act Funds may not be used for planning, programming, marketing, advertising, and related activities.
- (b) The Project shall be required to be physically located within the Recipient’s municipal boundaries or, for any city of the first class, city of the second class, or village, within the Recipient’s extraterritorial zoning jurisdiction.
- (c) If the Project involves a civic, community, or recreation center, the Recipient must own and operate the Project facility for at least five (5) years after the start of the Contract Term. It is permissible for the Recipient to operate the Project facility through the use of agents, public or private.

§1.04 Disbursement of Act Funds; 50% Reserve/Escrow Until Project Completed.

Disbursements of Act Funds will be made to the Recipient in the form and manner prescribed by the Department if such disbursements are determined to be in conformance with the requirements of the Act.

In order to receive disbursements, the Recipient must submit the State of Nebraska ACH Enrollment Form to the Department. For disbursements after the initial fifty percent (50%), the Recipient must provide, upon request by the Department, documentation substantiating the expenditure of Project costs and the use of adequate local matching funds for the requested disbursement.

Disbursements will be made by electronic deposit to the account designated by the Recipient on the State of Nebraska ACH Enrollment Form and in accordance with the requirements of this contract.

No more than fifty percent (50%) of the total Act Funds will be disbursed to the Recipient prior to the Department receiving a certification of the commitment and expenditure of the required minimum match or an amount of local sources equaling the total grant award. Upon a determination that Project costs have been properly documented by the Recipient and the minimum level of matching funds have been committed, the Department will disburse the remainder of the Act Funds.

§1.05 Incorporation of RECITALS.

All provisions of the RECITALS are incorporated as agreed provisions of the contract.

PART II: [RESERVED].

PART III: [RESERVED].

PART IV: OTHER CONTRACTUAL CONDITIONS.

§4.01 Designation of Officials to Execute Contract and Amendments.

The Director of the Department or their designee is the official authorized to execute this contract and any amendments to this contract on behalf of the Department.

The Chief Elected Official of the Recipient or their designee is the official authorized to execute this contract and any amendments to this contract on behalf of the Recipient.

Either party may request amendments to this contract; however, amendments will not be effective until mutually agreed to in writing by both parties.

§4.02 Project Outcome/Impact Performance Reports Required.

To assist the Department in obtaining information on the outcome/impact of grant funded projects, the Recipient must prepare and submit performance reports on the Project. All performance reports must be submitted in the form and manner specified by the Department.

Performance reports are due every six (6) months during the Contract Term and must include a narrative of the progress, Project expenditures to-date, data reflecting the current status of the Project, any perceived changes to the budget for the Project, and any other information the Department may request.

The Recipient may also be required to submit interim performance reports upon request. These reports will be subject to reasonable requirements and due dates as determined by the Department.

A final performance report must be submitted to the Department no later than thirty (30) days prior to the end of the Contract Term. The report must include a final narrative on the outcome of the Project, including information on what was and was not successful in completing the Project as described in the Application, and any other Project information that may be requested by the Department. The Department may withhold up to ten percent (10%) of the Act Funds awarded under this contract until the Department receives and approves the final performance report.

All performance reports must be submitted to the Department electronically as prescribed by the Department.

Failure to provide required performance reports by the required due dates may result in the Department declaring the Recipient to be in substantial breach of this contract. If that happens, the Department may immediately terminate this contract, in whole or in part, and/or require repayment of any or all Act Funds disbursed to the Recipient.

§4.03 Accounting for Act Funds; Record Access.

The Recipient must account for Act Funds in a manner consistent with generally accepted accounting principles. All expenditures of Act Funds by the Recipient must be for obligations incurred in furtherance of the Project and must be supported by documentation evidencing the necessity for such expenditures. The Recipient must keep such records as the Department may require for compliance with the Act.

The Department and any other duly authorized official of the State of Nebraska must have full access to and the right to examine, audit, excerpt, or transcribe any of the Recipient's records pertaining to this contract. The records must be retained for at least three (3) years after termination of this agreement.

§4.04 Compliance with State and Act Regulations and Performance Monitoring.

The Recipient must comply with all applicable state law, Act regulations, and any reasonably equivalent procedures and requirements that the Department may prescribe. In particular, the Recipient agrees to establish internal controls in order to provide the Department with reasonable assurance that it is carrying out the Project in compliance with state statutes, regulations, and the terms and conditions of this contract. The Department may conduct performance review monitoring visitations to determine compliance with this contract.

§4.05 Early Termination; Termination by Mutual Agreement.

The Department may terminate this contract for any reason upon sixty (60) days written notice to the Recipient.

This contract may also be terminated, in whole or in part, prior to the completion of Project activities when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. In the event of mutual termination, the parties must agree on the termination conditions, including the effective date and the portion to be terminated.

The Recipient must not incur new obligations for the terminated portion after the effective date and must cancel as many outstanding obligations as possible. The Department will make funds available to the Recipient for allowable expenses incurred before the effective date of termination.

§4.06 Termination Due to Loss of Funds.

This contract may terminate, in full or in part, in the event the Department suffers a loss of funding which permits it to fund the Recipient. In such an event, the Department will provide the Recipient written notice setting forth the effective date of full or partial termination.

§4.07 Termination for Cause.

In the event:

- (a) the terms of this contract have not been nor are anticipated to be fulfilled;
- (b) the Department determines the Application contained material omissions, errors, or misrepresentations; or
- (c) the Department determines Act Funds have been used for purposes other than eligible Project activities or in a manner contrary to the requirements of the Act.

Then, the Department may revoke the grant and terminate this contract, seek repayment of Act Funds paid to the Recipient, or both. Payments made to the Recipient or recoveries by the Department will be in accordance with the legal rights of the parties.

§4.08 Force Majeure.

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event.

The Department may grant relief from performance of the contract if the Recipient is prevented from performance by a Force Majeure Event. The burden of proof for the need

for such relief shall rest upon the Recipient. To obtain release based on a Force Majeure Event, the Recipient shall file a written request for such relief with the Department.

Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

§4.09 Notice.

Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed by U.S. Mail, postage prepaid and return receipt requested, to the parties at their respective addresses set forth in the Application, in this contract, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or four (4) calendar days following deposit in the mail.

§4.10 Waivers in Writing; Severability; Assignment of Interest.

No conditions or provisions of this contract will be waived unless approved by the Department in writing.

If any provision of this contract or its application to any person or circumstances is held invalid by any court of competent jurisdiction, the invalidity will not affect other provisions of this contract.

The Recipient may not assign or transfer any interest in this contract to any other party without the written consent of the Department.

§4.11 Relationship of the Parties.

Nothing in this contract should be construed in any manner as creating or establishing the relationship of partners between the parties, nor shall either party have the right, power, or authority to create any obligations or duty, express or implied, on behalf of the other party. Any and all claims on behalf of any person arising out of employment or alleged employment (including, but not limited to, claims of discrimination) against the Recipient, its officers, or its agents will in no way be the responsibility of the Department.

§4.12 Applicability to Subrecipients and Contractors.

All provisions of this contract will be made binding on any subrecipient or contractor of the Recipient, and the Recipient will, nonetheless, remain fully obligated under the provisions of this contract.

Any such subrecipient or contractor of the Recipient must be authorized to transact business in the State of Nebraska. All subrecipients and contractors are expected to comply with all Nebraska Secretary of State and Department of Revenue registration

requirements, including any registration requirements pertaining to types of business entities (e.g. sole proprietorship, partnership, foreign/domestic limited liability company, association, or foreign/domestic corporation). Construction contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration to the Recipient for its records.

§4.13 State of Nebraska Non-Liability/Hold Harmless.

The Recipient must hold the State of Nebraska and the Department harmless from any and all claims, demands, and actions based upon or arising out of any services performed by the Recipient or by their officials, officers, employees, agents, or associates under this contract.

§4.14 Authorization of Project Publicity and Information Sharing.

Prior to announcing or referring to the Project or Project activities in news releases, press conferences, or other media, the Recipient must inform the Department and, if requested, include an acknowledgement or reference to the funding made available for the Project.

The Recipient agrees to allow the Department to issue news releases and otherwise share information and/or make announcements about the Project. The Department is not required to obtain any approval, written or otherwise, from the Recipient prior to releasing information about the Project.

§4.15 Verification of Work Eligibility Status for New Employees.

The Recipient 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.

In this context, "new employees" means employees hired on or after the effective date of this contract. 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.

This contractual obligation to verify work eligibility status for new employees physically performing services within the State of Nebraska also applies to any and all subcontractors utilized by the Recipient in performing this contract. The Recipient will be responsible to the Department for enforcing this requirement with its subcontractors. A failure by the Recipient to adhere to these requirements is a violation of the statutory requirements in Neb. Rev. Stat. §4-114 and, as such, will be deemed a substantial breach of this contract which could result in the Department declaring the Recipient to be in default on the contract.

§4.16 Drug Free Workplace Policy.

The Recipient acknowledges the State of Nebraska requires a Drug Free Workplace Policy on the part of the Recipient as a term and condition of contracting with the Department.

§4.17 Civil Rights Law and Equal Opportunity Employment.

The Recipient must comply with all applicable local, state, and federal statutes and regulations regarding civil rights law and equal opportunity employment. The Recipient shall not discriminate against any employee or applicant for employment with respect to the employee's or applicant's hire, tenure, terms, conditions, or privileges of employment because of his or her race, color, religion, sex, disability, or national origin.

§4.18 Americans with Disabilities Act (ADA).

The Recipient must comply with all provisions of the Americans with Disabilities Act (ADA) with respect to hiring, training, and employment practices including the reasonable accommodation of persons with disabilities in hiring, training, and employment practices and in assuring access by persons with disabilities to facilities and services provided by the Recipient to the general public.

§4.19 Governing Law; Binding Effect; Counterparts; Entire Agreement.

This agreement shall be governed by, construed according to the laws and regulations of, and subject to the jurisdiction of the State of Nebraska.

This agreement will be binding upon and will inure to the benefit of the successors, assigns, and legal representatives of the parties.

This agreement or any amendment of this agreement may be signed in any number of counterparts; each of which will be considered an original, and all of which taken together will constitute one agreement or amendment, as the case may be.

This instrument, any attachments, and those items incorporated by reference contain the entire agreement between the parties.

[ACCEPTANCE/SIGNATURE PAGE FOLLOWS]

ACCEPTANCE PROVISIONS.

The parties acknowledge they have read and understand this contract, they agree to its provisions, and that it will be effective on the date when both parties have signed.

NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT	RECIPIENT → City of Bellevue, Nebraska
By: _____ (Director or Designee)	By: _____ (Authorized Official)
_____ (Typed or Printed Name/Title)	_____ (Typed or Printed Name/Title)
_____ (Date)	_____ (Date)

METROPOLITAN COMMUNITY COLLEGE

WORKFORCE INNOVATION DIVISION

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the "Agreement") is made as of the 24th day of May, 2022, by and between [City of Bellevue] with an address of 1500 Wall Street, Bellevue, NE 68005 (the "Company") and the Metropolitan Community College Area, a body corporate and political subdivision of the State of Nebraska ("College"). This is a Master Services Agreement which shall provide the general terms and conditions under which the parties may enter into separate Statements of Work (SOW) containing the details for particular services to be provided by College throughout the term of this Agreement.

In consideration of the mutual covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. **Engagement.** Subject to the terms and provisions of this Agreement, the Company hereby agrees to engage College from time to time, and College hereby agrees to be so engaged, to provide those services described in various written and signed SOWs as may be agreed to by the parties detailing the services to be performed by College, and the compensation to be paid to College by Company for said services.

2. **Nature of Relationship.** Neither College, nor any College employees, shall be entitled to, and hereby waive any rights to, any employee benefits or compensation other than as provided in this Agreement and subsequent related SOWs. College is an independent contractor and, except as may be specifically authorized, in writing, shall have no authority to incur liabilities on behalf of or otherwise bind Company.

3. **Term.** This Agreement shall become effective on May 24, 2022, and shall be in force through July 1, 2023. This Agreement may be terminated at any time upon mutual written agreement of the Parties, or by either Party giving thirty (30) days written notice to the other of its intention to terminate the Agreement. In the event of early termination the Company will be liable for payment to College for reasonable and necessary services, expenditures and duties expended in performance pursuant to any SOW entered into under this Agreement up to the effective date of termination. Upon expiration, this Agreement may be extended or renewed by written agreement of the Parties.

4. **Compensation.** In full compensation for the Services of College, the Company shall pay College the amounts and in the manner described in in the applicable SOW, and shall reimburse College for reasonable allowable expenses incurred by College in the performance of its duties under this Agreement and any applicable SOW. In the absence of other provision in the SOW, or as may be otherwise agreed to by the Parties, College shall invoice Company for

the prior month's work by the fifteenth of the month, and payment from Company shall be due within thirty days. Invoices from College shall describe the services rendered for which compensation is requested, and expenses to be reimbursed to College, in reasonable detail.

5. Confidentiality. College hereby acknowledges that the Services it will render to the Company are such that it may obtain confidential or non-public information relating to the Company's business ("Confidential Information") which is a competitive asset of the Company, and that disclosure of the Confidential Information will cause injury to the Company. The College shall treat all Confidential Information as strictly confidential and shall not use any Confidential Information for any purpose other than in connection with the performance of the Services.

6. Intellectual Property. Any invention, business practice or improvement made, or product developed, and copyrights in all works of authorship created by the College arising out of its services rendered to the Company, shall be the sole and exclusive property of the Company, and the College hereby assigns all of its right, title, and interest therein to the Company.

7. Return of Property and Documents. Upon request, at the expiration or sooner termination of this Agreement, College shall immediately return to the Company all property and documents of the Company in its possession or control, whether in written, hard-copy form, or in magnetic media format.

8. Amendment/Merger. This instrument contains the entire Agreement between the Parties pertaining to the subject matter herein, and shall be binding on all successors and assigns of the respective parties. Any and all previous discussions, agreements, promises or conditions concerning the subject matter hereof, whether written or unwritten, are null and void if not expressly incorporated herein or in a SOW. No amendments, addendums, deletions, or additions shall be made to this Agreement except in writing signed by both Parties. Deviations from express terms of this Agreement in any SOW executed by the Parties shall specifically state the intent that such deviation does not amend or otherwise change this Agreement, and that such deviation is effective only as to that particular SOW.

9. Assignment. This Agreement is exclusive to the Parties and duties may not be delegated, nor rights assigned, by either Party except on prior written consent of the other Party. Any attempted delegation or assignment without such approval shall be void and shall constitute a material breach of this Agreement.

10. Notices. Any and all notices hereunder shall be deemed duly given when sent by recognized overnight courier service such as Federal Express or UPS, deposited for delivery with the United States Postal Service, or sent by verified email. Notices shall be addressed to the parties at the addresses set forth in the preamble to this Agreement unless and until either party notifies the other of a replacement address.

11. Governing Law. This Agreement shall be governed in all respects by the laws of the State of Nebraska, without regard to conflict of laws principles, and the venue for any litigation with respect hereto shall be in the state or federal courts in Omaha, Douglas County, Nebraska.

College does not waive its governmental immunity or limitation of damages by entering into this Agreement and fully retains all immunities and defenses provided by local, state and federal law with regard to any action based on this Agreement. Attorney fees and costs for any litigation arising out of this Agreement may be awarded by the court according to applicable law.

12. Severability/Waiver If any part of this Agreement shall be adjudged invalid or unenforceable, or rendered to likely be invalid or unenforceable by superseding court action, legislation or regulation, the remaining provisions hereof shall remain in full force and effect to the greatest extent possible, and, if necessary, the Parties agree to negotiate terms to replace those that are adjudged or rendered to be, or likely to be, contrary to law in order to effect the intent of the Parties to the greatest extent possible. The waiver of enforcement of any term, provision or default by either Party shall not constitute the continuing or future waiver of said or any other term, provision or default.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

City of Bellevue

By: _____ Date: _____

Name:
Title:

METROPOLITAN COMMUNITY COLLEGE

By: _____ Date: _____

KT Nelson
Director of Administrative Services
(Fed ID#: XXX)



Statement of Work (SoW)

Date of Master Agreement: May 24, 2022

*If the Master agreement has a date greater than one year from today, a new signed agreement is required prior to providing services.

Client:	
Name:	City of Bellevue
Address:	2625 S. 158 th Plaza, Omaha, NE 68130
Contact Name/Title:	Ashley Decker
Contact Phone:	402-293-3019
Date:	05/24/2022

MCC Contact:	
Name:	Metropolitan Community College
Address:	10407 State St., Omaha, NE 68122
Contact Name/Title:	Kim Schuchmann, Industry Training Coordinator
Contact Phone:	402-990-4745

Services:	
Course(s):	Segment 1: CDL Laws and Regulations Segment 2: Class B Behind the Wheel Training Segment 3: 3 rd Party Testing
Date of Service:	Segment 1: June 13-July 8 Segment 2: June 14-17 Segment 3: TBD (by appointment)
Days/Times:	Segment 1: M-SU (self-paced) Segment 2: Tues-Friday, 7am-3:30pm Segment 3: TBD, By Appointment
Location:	Meet at Applied Technology Center (104th and State St.)
Student Details:	1-2 students

Price:	
Tuition:	Segment 1: \$320/student Segment 2: \$3000* (up to 4 days or 32 hours of BTW, if fewer days/hours needed, price will be adjusted accordingly) Segment 3: \$315/student/test
Book(s):	NA
*Total Cost:	\$3635 for 1 student \$4270 for 2 students

Company agrees to pay for all applicable costs associated with XYZ students registered for the following classes:

Signature of Company Authorizing Person

Date Approved



Career and Technical Education
Workforce Development
City of Bellevue
CDL Class B Training

Date: May 24, 2022

Prepared For: Ashley Decker
Ashley.decker@bellevue.net
402-293-3019

Prepared By: Kim Schuchmann
402-990-4745
Industry Training Coordinator
ksschuchmann@mccneb.edu

Intent

The following is a proposal for consideration that has been developed by Metropolitan Community College specifically for City of Bellevue. The mission of MCC's Career and Technical Education area is to offer customizable, hands-on, and high-quality workforce development. We thank you for considering MCC when looking at your workforce development needs and look forward to continuing the conversation as we all strive to better serve your employees and ultimately your customers.



Segment 1: CDL Laws and Regulations – Classroom Theory

*Pre-requisite: Commercial Learner’s Permit, DOT Physical, DOT Drug screen must be taken within thirty days prior to the first day of class.

Total Class length: Online and On-Campus options

Capacity: Up to 15

Cost: \$320/person

Course Description:

Students comprehend laws and regulations used to operate Commercial Motor Vehicles (CMV). When students successfully complete this course, students have completed one-half of the requirements to take the Skills Test for a Commercial Driver’s License (CDL).

Course Objectives:

Upon successful completion of this course, students will be able to:

1. Identify driver qualifications such as medical, fatigue, drug and alcohol, hours of service, and experience.
2. Differentiate among federal laws regarding the operation of Commercial Motor Vehicles (CMV) on public streets and highways
3. Identify procedures for pre and post trip inspections and procedures for reporting malfunctions.
4. Explain the function of all key components of a CMV.
5. Explain the basic procedures for safe operation of a CMV.
6. Describe the Hazardous Materials Compliance Rule.
7. Recognize potentially hazardous road conditions, emergency traffic conditions, and defensive driving techniques.
8. Identify and demonstrate how visual search methods, effects of speed, and the techniques for controlling space ensures the driver’s safety and the safety of others.

Instructional Topics Covered:

Basic Operation

- o Orientation
- o Control/Systems Dashboard
- o Pre and Post-Trip Inspections
- o Basic Control
- o Shifting/Operating Transmissions
- o Backing & Docking

Safe Operating Procedures

- o Visual Search
- o Communication
- o Distracted Driving
- o Speed Management

Advanced Operating Procedures

- o Space Management
- o Night Operations
- o Extreme Driving Conditions
- o Hazard Perception
- o Skid Control, Recovery Jackknifing, and Other Emergencies
- o Railroad-Highway Grade Crossing

Vehicle Systems and Reporting Malfunctions

- o Identification and Diagnosis of Malfunctions
- o Roadside Inspections
- o Maintenance



- o Handling & Documenting Cargo
- o Environmental Compliance Issues
- o Trip Planning
- o Fatigue & Wellness Awareness

Non-Driving Activities

- o Post-Crash Procedures
- o External Communications
- o Whistleblower/Coercion
- o Drugs/Alcohol
- o Medical Requirements
- o Human Trafficking

Notes: The training provider must provide instruction in all elements of the applicable theory curriculum and driver-trainees must receive an overall score of at least 80 percent on the theory assessment.

In compliance with FMCSA 380 guidelines state/local laws. See attached file



Segment 2 – Class B Behind the Wheel

Length: Up to 4 Days of Training

Capacity:

- 2 Class B students per truck, limited to equipment size.

Cost: \$3000

Course Information:

Students learn to identify basic Commercial Motor Vehicle instruments and controls and how to properly perform vehicle inspections, control the motion of CMV's under various road and traffic conditions, backing techniques, and couple and uncouple combination vehicles. During the off-street driving exercises, students familiarize themselves with the basic operating characteristics of a CMV. Students must be able to perform the skills to a level of competency required to permit safe on-street driving. When students successfully complete this course, students have completed one-half of the requirements to take the Skills Test for a Commercial Driver's License (CDL).

Course Objectives:

Upon successful completion of this course, students will be able to:

1. Perform the three-step air brake test correctly.
2. Perform safe and proper backing methods and procedures.
3. Identify parts necessary for the safe operation of commercial motor vehicles.
4. Demonstrate knowledge of state and federal laws regarding operation of commercial motor vehicles on public streets and highways including height/weight limits and bridge formulas.
5. Demonstrate appropriate and acceptable driving skills.
6. Complete daily driver's logs.
7. Perform daily inspections following a prescribed process.
8. Successfully pass the third-party skills evaluation.

Note: Student is expected to have a valid Class A or B driving permit. In compliance with FMCSA guidelines 380 state/local laws.

Range

- Vehicle Inspection Pre-Trip/In-route/Post-Trip
- Straight Line Backing
- Alley Dock Backing
- Off-Set Backing
- Parallel Parking Blind Side
- Parallel Parking Sight Side

Public Road

- Vehicle Controls
 - Left Turns
 - Right Turns
 - Lane Changes
 - Curves at Highway Speeds
 - Entry and Exit on Interstate or Highway
- Shifting/Transmission
- Communications/Signaling
- Visual Search
- Speed and Space Management
- Safe Driver Behavior
- Hours of Service Requirements
- Hazard Perception



METROPOLITAN
Community College

- Railroad – Highway Grade Crossing
- Night Operation
- Extreme Driving Conditions
- Skid Control/Recovery, Jackknifing, and Other Emergencies



Segment 3

3rd Party Testing

Length: 3 hours/test/student

Capacity: Individual Class B per truck limited to equipment size

Cost: \$315/test/student

Note: 1 instructor for the 3 hours. Testing scheduled by appointment only.

* Drivers must have a valid C.L.P. (Commercial Learner's Permit) and hold for a minimum of 14 days prior to taking a skills test. Appointments by Third Party Testers must be made a minimum of 2 days in advance.

MEMORANDUM OF UNDERSTANDING

The City of Bellevue, Nebraska (“City”) and the Bellevue Professional Management Association (“BPMA”) are parties to a collective bargaining agreement effective October 1, 2021 to September 30, 2025 (“Agreement”).

The City and the BPMA have identified for areas of the Agreement that are required to be revised to accurately reflect the job classifications listed in Appendix B of the Agreement due to the recent reinstatement of a position. The parties agree that the current Agreement does not accurately reflect current job classifications listed in Appendix B nor the wage scale listed in Appendix C of the Agreement and therefore, enter into the following Memorandum of Understanding (“MOU”) to correct those inaccuracies.

1. Unless otherwise agreed upon herein, this MOU is effective for the term of the Agreement.
2. Article 1 (Union Recognition), Section 1 of the Agreement states: “The City recognizes the Union as the exclusive collective bargaining representative of those employees who occupy the job classifications listed in Appendix B of this Agreement.”
3. Article 1 (Union Recognition), Section 2 of the Agreement states:

“Excluded from the above referenced bargaining unit are any employees

 - who, in the normal performance of their duties, may obtain advance knowledge of the City's collective bargaining position; or
 - who assist and act in a confidential capacity to persons who formulate, determine and effectuate management policies in the field of labor relations; or
 - who, although not assisting persons exercising managerial functions in the labor relations area, regularly have access to confidential information concerning anticipated changes which may result from collective bargaining.”
4. Article 1 (Union Recognition), Section 3 of the Agreement states: “Placement in the bargaining unit shall occur immediately upon reinstatement of the position if the position was previously covered under the bargaining unit. Newly created positions may be considered for inclusion in the bargaining unit, but such inclusion will not constitute re-opening of this agreement.”
5. As written, Appendix B, Job Classification and Grade Assignment of the Agreement, does not accurately reflect the job classifications of the employees due to the recent reinstatement of a position.

6. The parties agree that Appendix B, Job Classification of the Agreement, shall incorporate the following job classifications:

APPENDIX B JOB CLASSIFICATION

Administrative Assistant/Secretary
Assistant Library Director
Assistant Planning Manager
Assistant Recreation Superintendent
Business Manager
Chief Building Official
Civilian Community Policing/Community Relations
Coordinator
Code Enforcement Supervisor
Communications Systems Coordinator
Deputy City Clerk
Fabrication Supervisor
Fleet Maintenance Foreman
Fleet Maintenance Superintendent
Foreman II - Building Maintenance
Foreman II - Parks
Foreman II - Streets
Foreman II - Wastewater
Human Services Manager
Intelligence Analyst
Librarian II
Public Works Engineer I
Purchasing Agent
Records Unit Supervisor
Streets Superintendent
Traffic Sign/Signal Supervisor
Wastewater and Solid Waste Superintendent

7. The parties hereby agree that Appendix C, Wage Scale of the Agreement, shall incorporate the following job classifications and pay ranges:

Job Title	Steps->	1	2	3	4	5	6	7	8	9	10
Administrative Assistant/Secretary		19.62	20.38	21.17	21.99	22.84	23.73	24.65	25.61	26.61	27.65
Assistant Library Director		29.67	30.76	31.89	33.06	34.27	35.52	36.82	38.17	39.57	41.01
Assistant Planning Manager		29.99	31.15	32.35	33.60	34.89	36.23	37.63	39.08	40.59	42.14
Assistant Recreation Superintendent		26.43	27.38	28.36	29.38	30.43	31.52	32.65	33.82	35.03	36.27
Business Manager		25.87	26.94	28.05	29.21	30.41	31.66	32.96	34.32	35.73	37.20
Chief Building Official		35.17	36.43	37.73	39.08	40.48	41.93	43.43	44.98	46.59	48.25
Civilian Community Policing/Community Relations Coordinator		22.09	23.03	24.01	25.04	26.11	27.23	28.39	29.60	30.86	32.19
Code Enforcement Supervisor		30.38	31.49	32.64	33.83	35.07	36.35	37.68	39.06	40.49	41.96
Communications Systems Coordinator		27.58	28.66	29.79	30.96	32.18	33.44	34.75	36.11	37.53	39.01
Deputy City Clerk		23.39	24.35	25.35	26.39	27.48	28.61	29.79	31.02	32.30	33.64
Fabrication Supervisor		16.38	17.31	18.30	19.34	20.44	21.61	22.84	24.14	25.52	26.99
Fleet Maintenance Foreman		24.53	25.47	26.45	27.47	28.53	29.63	30.77	31.95	33.18	34.44
Fleet Maintenance Superintendent		32.48	33.73	35.02	36.36	37.76	39.21	40.72	42.28	43.90	45.59
Foreman II - Building Maintenance		25.57	26.58	27.63	28.72	29.86	31.04	32.27	33.55	34.88	36.27
Foreman II - Parks		24.21	25.20	26.23	27.30	28.42	29.58	30.79	32.05	33.36	34.75
Foreman II - Streets		27.85	28.86	29.91	31.00	32.13	33.30	34.51	35.77	37.07	38.42
Foreman II - Wastewater		26.39	27.54	28.74	29.99	31.29	32.65	34.07	35.55	37.09	38.68
Human Services Manager		26.70	27.80	28.94	30.13	31.37	32.66	34.00	35.40	36.85	38.35
Intelligence Analyst		27.25	28.22	29.23	30.27	31.35	32.47	33.63	34.83	36.07	37.37
Librarian II		27.38	28.46	29.58	30.75	31.96	33.22	34.53	35.89	37.30	38.77
Public Works Engineer I		29.61	30.72	31.87	33.06	34.30	35.58	36.91	38.29	39.72	41.19
Purchasing Agent		28.62	29.71	30.84	32.02	33.24	34.51	35.83	37.20	38.62	40.09
Records Unit Supervisor		21.85	22.75	23.68	24.65	25.66	26.71	27.81	28.95	30.14	31.39
Streets Superintendent		32.28	33.45	34.67	35.93	37.24	38.60	40.00	41.46	42.97	44.53
Traffic Sign/Signal Supervisor		25.14	26.08	27.05	28.06	29.11	30.20	31.33	32.50	33.71	34.95
Wastewater and Solid Waste Superintendent		37.60	38.95	40.35	41.80	43.31	44.87	46.49	48.16	49.89	51.70

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City of Bellevue, Nebraska
Association

Bellevue Professional Management

By: _____
Mayor Rusty Hike

By:  _____
President

Approved by the Bellevue City Council on this ____ day of _____, 2022.

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

June 3rd, 2022

Administration

United Cities meeting

Met with OPS Principal of Forest Station Elementary.

Multiple Wastewater Agency meetings for Southern project.

Planning meeting with HDR and OPPD regarding Project Reach.

Weekly Zoom meeting with project coordinators for Project Reach.

Meeting with Dept. of Environment and Energy regarding Carriage Cleaners site.

Meeting with City real estate representative on land issues and potential projects.

Meeting with ENCAP for purchase of old Library.

Met with Mayor and Legal to discuss process and plan to fill Councilperson Stinson's council position.

Attended DJ's Hero's Luncheon

Met with Spring Creek residence regarding creek erosion issues.

Meeting with HR and Public Works regarding hiring practices.

Meeting with Casino and racetrack developers on site selection.

Meeting with Legal and BPD to review legal options of destruction of property issue.

Meeting with City of Omaha to discuss property issues adjacent to Mandan Park.

Meeting with Belino to discuss festival plan.

Met with FNIC to change brokers from Travelers to FNIC

Met with IFF to finalize agreement.

Meeting with Community Development to discuss Project Olaf.

Meeting with Swanson area neighborhood members to discuss property issues.

Attended chamber ribbon cutting.

Meeting with principal players to discuss Willow Lakes open play concerns.

Meeting with Twin Creek developer for museum project.

PW public works budget meeting

Wastewater agency meeting.

Met with BPOA to discuss retirement plan.

Met with citizens on Waldruh drive to discuss drainage issues.

Memorial Day ceremony at Offutt AFB

Meeting with Building Maintenance to review changes in structure of personnel.

Meeting with Mike Yanney, Randy Schmailzl and Senator Nelson to discuss project for relocation of a business to Bellevue.

Meeting with Councilwoman Welch – museum.

Clerk

- Citizen Communication – Topic for Consideration Forms received by Clerk’s Office (Month of May – None received).
- Codification Project Update – The 5th Supplement sent to American Publishing for updates to City Codes. This supplement is Ordinance #4068 – Ordinance #4083. Still waiting for updated sheets.
- Receive (19) Applications for Firework Stands and approved by Mr. Ristow.

Community Development

Planning

Completed two open houses for master parks plan

Met with parks plan steering committee

Attended records retention training

Met with a potential multi family developer new to the area

Conducted two design review board meetings

Met with the LB 840 committee

Several meetings re: NC3

Permits and Inspections

Performed 887 Inspections

Issued 17 new permits for single family dwellings

Code Enforcement

Notices Issued -305

Red Tags –31

Clean ups – 4

Calls – 1,072

Towed Vehicles –5

Tree Removals – 0

Communications

Updating website and social media on road closures and other updates

Ongoing work with the Foundation on 2022 Bellevue Rocks Event

Public Works

Engineering

- a. American Broadband Fiber Project Establish Right of Way Permit Process and Fee Structure
- b. Working with Vrana and Olsson to Prepare for the 2022 South 36th Street Improvement Project
- c. Working with Jacobson to identified Storm Water Drainage Systems improvements
- d. Working on Development Plan Reviews
- e. Working with Lamp Rynearson on Bellevue Parks Study
- f. Developing CIP and Annual Budget for Public Works

Facilities

- a. Completed roofing project Bellevue Professional Building
- b. Completing Work Schedules for Building Cleaning and Janitorial Services
- c. Completed prework to open Swimming Pools, Splash Pads and Parks
- d. Providing Temporary Water Services at AHP

Fleet Services

- a. Addressing Staffing Due to Covid Impact
- b. Preparing Equipment of Summer Usage Parks, Streets and Facilities Maintenance
- c. Working to Address Employee Shortages
- d. Dealing with Ford Cancelling Vehicle Purchases for Code Enforcement

CITY OF BELLEVUE
ADMINISTRATION REPORT

Parks

- a. Summer Mowing Season
- b. Reviewing HDR Park Plans for AHP
- c. Participating in Lamp Rynearson System Wide Parks Study
- d. Managing Summer Recreation Programs

Streets

- a. City Wide Street Repair
- b. Working on Storm Water Drainage Issues in the City (Jacobson Engineering)
- c. Assisting with Evaluation of Where Fiber should be in the city
- d. Repair Stormwater System under Harvell Road
- e. Devising a plan to Hire and Retain Employees

Wastewater

- a. Finalizing details with Sarpy County Wastewater on south of the ridgeline costs and acres
- b. Training new Employee for the Department
- c. Assisting in Cost Estimate for Wastewater Services in AHP, Haworth Park and the Bellevue University and City of Bellevue Softball Fields
- d. Finalizing growth areas with Sarpy County Wastewater Agency
- e. Establishing Two Separate Wastewater Districts due to the Connection Fees Associated with the South Sarpy Wastewater Agency Connection Fee Structure

Public Works

- a. In March a Grant for the Bellevue Library was secured totaling \$489,000. In May the State of Nebraska awarded the City of Bellevue an additional grant of \$180,000 to assist with the construction of the Bellevue Library. This additional funding will bring our total to \$669,000
- b. Reviewing Draft Regional Aquatics Plan
- c. Reviewing Federal Requirements to receive Grants for Infrastructure Projects
- d. Working with HDR on the development of AHP & Haworth Park with Bellevue University

Finance

(See Attached)

Library

- o On April 25, the library received free Covid-19 test kits from the Sarpy/Cass County Health Department to be handed out to the public. The library received an initial 115-120 boxes, each containing seven tests. A box of the kits were given to each person requesting one. Library staff had been giving out a few boxes each day, but then the library ran an email

CITY OF BELLEVUE
ADMINISTRATION REPORT

blast – and gave out the remaining 75 boxes in one day. The library is now working through a second allotment of kit boxes from the Sarpy/Cass County Health Department, and are giving out 1-10 boxes a day. Mark Elbert, City Community Development Director, coordinated this program with the health department for the library.

- The Bellevue Public Library Advisory Board met for its regular monthly meeting on May 18. Among other items, the Board heard previews of the 2022 Children’s and Young Adult Summer Library Programs (SLPs) which will run June 1-July 31, heard an update on the library renovation project, and heard an update on the book club kit service. The library currently has over 229 book club kits that can be checked out by Bellevue, Papillion, La Vista, and Plattsmouth book clubs. In addition, the library shares its kits with other libraries and schools in the state of Nebraska. Bellevue Public Library began the book club kit program in 2006, and now averages between 24 and 30 requests for kits each month. The library is very grateful that various clubs participating in the program have purchased and donated kits to be used for this service. In addition, the library has benefited for a number of years from the Jolene Bethel Memorial given to the Bellevue Library Foundation which has helped fund book club kits.
- The 2022 Adult Library Program (ALP) concluded on May 14. This year’s theme was “Oceans of Possibilities.” Grand prizes for the program were two Galaxy Tab A7 Lite Samsung tablets and gift cards (donated by the Friends of the Bellevue Public Library); a custom “Oceans of Possibilities” quilt and “Ocean” scented spa gift box; a picnic backpack bag and two-person hammock; and a Garmin Fishfinder, Piscifun Fishing Tackle backpack and telescopic fishing rod and reel kit (funded by the Bellevue Library Foundation). Other sponsors included the Dick Rupert Insurance Agency Inc., the Ford/Watson Family Charitable Fund, and Mischke’s Country Quilting.
- The Bellevue Public Library served as a Sarpy County Election polling site on Tuesday, May 10. Election volunteers reported that there were 276 voters for the day.
- The Bellevue Library Foundation will hold a book sale starting June 1 and ending June 18th. Members of the public can purchase a grocery bag full of sale items for \$5.00 or purchase individual items for half price. All proceeds will go to the Foundation to help support library programs and services.

Police

- 5/03 – Joint Terrorism Task Force Meeting
 - City Council Meeting
- 5/04 – Virtual New Mexico Law Enforcement Coordinator’s Symposium instruction
- 5/11 – Meeting with NSP Captain Sutter

- Civil Service Meeting
- 5/17 – Justice Clearinghouse – Mental Models
 - City Council Meeting
- 5/18 – Lieutenant’s and Captain’s Meeting
- 5/24 – Ribbon Cutting – Rexius Nutrition
- 5/26 – US Marshall visit
- 5/27 – Sarpy/Douglas Law Enforcement Academy graduation
- 5/31 – Teen Academy kick-off

Fire

(See Attached)



City of Bellevue

Fire Department

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Bellevue Fire Department Council Report

Report Date 6/01/2022

A. General Items:

- QA/QI
- Preparing for Rock the River
- Working on setting up second hands on EMS training location at D4
- Working on project to compare prices of EMS equipment and supplies between vendors to find best value.
- Run reviews with the medical directors for all shifts start this week.
- Finished yearly SCBA maintenance and certification.
- Preparing for yearly hose testing of all fire department hose.

B. Training:

- Coordinating combined EMS training with Papillion Fire at our training site for June
- Preparing to start Medi-Bike training for the season
- Electric vehicles and battery information review
- Allergic reaction scenarios.
- Pediatric cardiac arrest.

C. Inspections:

- Fire alarm plan review Aqua-Tots 3512 Samson Way.
- Plan review Rocket Car Wash 3410 Samson way.
- Revised remodel plan review 923 Galvin Rd. S.
- Plan review remodel DJ's Dugout 10308 S. 23rd St.
- Final inspection 1001 Fort Crook Rd N. # 204.
- Final 2715 Chandler Rd.
- Fire alarm remodel 4502 Maass Rd.
- Plan review remodel 2210 Harlan Dr.
- Fire alarm plan review and fire sprinkler plan review 1203 Fort Crook Rd.





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- Underground tank inspection Kwik Shop 602 Galvin Rd. S.
- Underground tank inspection Kwik Shop 4151 Harrison St.
- Phase 1 final Grace Bible Church 1001 Fort Crook Rd.
- Fire alarm plan review Grace Bible Church 1001 Fort Crook Rd.
- Underground tank inspection Kwik Shop 502 W. Mission Ave.

D. Calls:

Fire – 47

Rescue - 181

E. Ambulance Billing

April 1-30, 2022

\$ 235,989.00 has been billed out to insurance companies (313 insurance claims)
<\$106,195.05 > approximate amount we will have to write off due to mandatory
adjustments/write-offs
(45% of \$235,989)

=====

\$ 129,793.95 is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:

\$ 112,911.69 deposited into the bank April 1-30, 2022

10,398.17 additional revenue in Credit/Debit card payments were received April 1-30, 2022.

\$ 123,309.86 TOTAL April 1-30, 2022 rescue fee revenue

Statement Billing:

294 statements were mailed to patients for unpaid account balances

These statements totaled \$ 166,157.95

This is money owed the City from patients who have balances on their accounts after their insurance has paid **OR** patients who are self-pay.



City of Bellevue

Fire Department

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F. Manpower Report Staffing

Staffing Report from 4/25/2022 through 5/1/2022

Monday	AM	E1, T21, T31, & E41	3 person	No Batt. 2, No EMS
Monday	PM	T31, & E41	3 person	
Tuesday	AM	E1, T21, T31, & E41	3 person	
Tuesday	PM	E1, & E41	3 person	
Wednesday	AM	T21, T31, & E41	3 person	No Batt. 2, No EMS
Wednesday	PM	E1, T21, T31, & E41	3 person	
Thursday	AM	E1, T21, & T31	3 person	
Thursday	PM	Full		
Friday	AM	E1, T21, 7 T31	3 person	No Batt. 2, No EMS
Friday	PM	E1, T21, T31, & E41	3 person	
Saturday	AM	E1, T21, T31, & E41	3 person	No EMS
Saturday	PM	E1, T21, T31, & E41	3 person	No Batt. 2, No EMS
Sunday	AM	E1, T21, T31, & E41	3 person	No EMS
Sunday	PM	E1, T31	3 person	

Staffing Report from 5/2/2022 through 5/8/2022

Monday	AM	E1, T21, T31, & E41	3 person	
Monday	PM	Full		
Tuesday	AM	E1, T31, & E41	3 person	No Batt. 2
Tuesday	PM	T21, & T31	3 person	
Wednesday	AM	E1, T31, & E41	3 person	
Wednesday	PM	T31	3 person	
Thursday	AM	Full		
Thursday	PM	Full		
Friday	AM	E1, T21, & E41	3 person	
Friday	PM	T21, & E41	3 person	
Saturday	AM	E1, T21, T31, & E41	3 person	
Saturday	PM	E1, T21, T31, & E41	3 person	
Sunday	AM	E1, T21, E41	3 person, T31	
		Closed		
Sunday	PM	E1, T21, T31, & E41	3 person	No EMS



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Staffing Report from 5/9/2022 through 5/15/2022

Monday	AM	E1, T21, T31, & E41	3 person	
Monday	PM	E41	3 person	
Tuesday	AM	E1, T31, & E41	3 person	
Tuesday	PM	E1	3 person	
Wednesday	AM	E1, T21, T31, & E41	3 person	No Batt. 2
Wednesday	PM	E1, T21, T31, & E41	3 person	
Thursday	AM	E1, T21, T31, & E41	3 person	No Batt. 2, No EMS
Thursday	PM	E1, T21, T31, & E41	3 person	
Friday	AM	E1, T21, T31, & E41	3 person	
Friday	PM	E1, T21, T31, & E41	3 person	
Saturday	AM	E1, T21, T31 3 person, E41 Closed		
Saturday	PM	E1, T21, T31 3 person, E41 Closed		
Sunday	AM	E1, T21, T31, & E41	3 person	No EMS
Sunday	PM	E1, T31, & E41	3 person	

Staffing Report from 5/16/2022 through 5/22/2022

Monday	AM	T31, E41 3 person, E1 Closed		
Monday	PM	Full		
Tuesday	AM	E1, T21, T31, & E41	3 person	
Tuesday	PM	E1, T31, & E41	3 person	
Wednesday	AM	E1, T21, T31, & E41	3 person	
Wednesday	PM	E1 & E41	3 person	
Thursday	AM	E1 & E41	3 person	
Thursday	PM	Full		
Friday	AM	E1, T21, T31, & E41	3 person	No Batt. 2, No EMS
Friday	PM	E1, T21, T31, & E41	3 person	No EMS
Saturday	AM	E1, T21, T31, & E41	3 person	No EMS
Saturday	PM	E1, T21, T31, & E41	3 person	



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Sunday	AM	E1, T21, & E41	3 person	
Sunday	PM	E41	3 person	

Staffing Report from 5/23/2022 through 5/29/2022

Monday	AM	E1 & E41	3 person	
Monday	PM	E1, T31, & E41	3 person	
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	E1, T21, & E41	3 person	
Wednesday	PM	Full		
Thursday	AM	Full		
Thursday	PM	Full		
Friday	AM	T21, T31, & E41	3 person	
Friday	PM	E1, T21, T31, & E41	3 person	
Saturday	AM	T21, T31, & E41	3 person	
Saturday	PM	T21, T31, & E41	3 person	
Sunday	AM	E1, T31, & E41	3 person	
Sunday	PM	T31, & E41	3 person	

1. Month-end/Year-end financials

May 2022 YTD numbers reflecting favorable results. Full-year preliminary forecast indicates an overall favorable cash flow with positive Net Revenues even though Expenditures have an unfavorable variance-to-budget trend primarily due to an unbudgeted, but fully-funded, purchase of land associated with Project Reach and unfavorable personnel spending.

City-Wide Financial Forecast- Year-To-Date May 2022 and Full Year Forecast (Preliminary)

	Year-To-Date			Full Year	
	Actual	Better / (Worse)	Better / (Worse)	FYE 2022 Budget	Better / (Worse)
		Than Budget	Than Prior Year Actual		Than Budget
Revenues					
Property Taxes	18,985,640	825,928	904,810	30,481,712	351,909
Sales Taxes	10,700,566	369,166	848,539	15,497,100	470,970
Occupation/Business Taxes	1,322,395	(309,898)	96,368	2,150,283	(425,676)
Other Revenues	32,384,618	8,764,626	4,095,996	55,553,844	4,122,868
Total Revenues	63,393,219	9,649,822	5,945,713	103,682,939	4,520,071
Expenditures					
Personnel	24,289,669	(460,917)	(6,073,363)	35,734,073	(2,165,895)
Department Expenditures	13,467,265	2,700,784	340,297	24,822,087	(55,916)
Capital Expenditures	6,597,427	(6,227,952)	(2,201,875)	31,881,907	2,419,268
Other Expenditures	14,610,647	(3,088,317)	(738,915)	15,194,872	(3,369,259)
Total Expenditures	58,965,008	(7,026,402)	(8,673,856)	107,632,939	(3,171,807)
Net Revenues	4,428,211	2,623,420	(2,728,143)	(4,000,000)	1,348,264

2. Debt

Better than planned (lower outstanding debt). Manageable.

**City of Bellevue
Bonded Indebtedness Forecast**

	Total Debt	Total Debt to Valuation	Highway Allocation Bonds	Wastewater Bonds	Net GO Debt	G.O. Debt to Valuation
Beginning Bonded Indebtedness at 10-01-20	\$ 78,905,000	1.80%	\$ 7,095,000	\$ 2,175,000	\$ 69,635,000	1.59%
Principal Payments During Year	(12,630,000)		\$ (435,000)	\$ (250,000)	\$(11,945,000)	
New Debt Issued	12,370,000		\$ 5,850,000	\$ -	\$ 6,520,000	
Ending Bonded Indebtedness at 09-30-21	78,645,000	1.72%	\$12,510,000	\$1,925,000	\$ 64,210,000	1.41%
Fiscal Year 2021-2022						
Principal Payments During Year	(5,465,000)		\$ (435,000)	\$ (255,000)	\$(4,775,000)	
Old Debt To Be Refunded	(6,925,000)		\$ -	\$ -	\$(6,925,000)	
New Debt To Be Issued	10,090,000		\$ -	\$ -	\$ 10,090,000	
Ending Bonded Indebtedness at 09-30-22	\$ 76,345,000	1.67%	\$12,075,000	\$1,670,000	\$ 62,600,000	1.37%

Valuation: \$4,569,937,000

Finance Status Report (Continued)

3. Budget Summary

The first eight months of FYE2022 is better than budget due to higher revenues which is somewhat of a timing issue that offset other higher-than anticipated costs. Although we expect personnel expenditures to continue to increase as departments reach full staffing and deployment, property taxes, sales taxes, fees and permits and state aid are forecasted to offset those costs, resulting in the bottom line being better than budgeted. However, due to expenditures being higher-unbudgeted but fully-funded Project Reach land purchase, continued inflation pressures and supply issues-the expenditure budget may need to be amended prior to year-end.

4. Select Expenditures

The city purchased a building that will serve as the future site for the library. The cost of the library-only part of the building are expected to be substantially offset by library foundation donations, grants, and proceeds from the sale of the existing library building. The remainder of the new building currently has tenants, from which cash flow could pay for a significant part of the cost of the building over the next 15 years.

5. Finance Activities (other than regular A/R, A/P and accounting)

Continue to work on finding state and federal infrastructure grants and the best uses of federal funding.