

Bellevue City Council Meeting

Tuesday, November 15, 2022 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - ~~Pastor Andrew Diorio~~, **Pastor Mick Huntley**, Midlands Baptist Church, 2407 Chandler Road East.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
 - a. Approval of the Agenda
 - b. Approval of the Consent Agenda (*Items marked with an (*) are approved where this item is, unless otherwise removed*)
 1. (*) Acknowledge receipt of the October 27, 2022 Planning Commission Minutes.
 2. (*) Approval of the November 1, 2022 City Council Minutes.
6. (*) APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS:
 - a. (*) Approve the cancellation of the January 3, 2023 City Council Meeting and authorize staff to pay bills that cannot be held over until the January 17, 2023 City Council Meeting.
9. APPROVED CITIZEN COMMUNICATION: NONE REC'D
10. LIQUOR LICENSES:
 - a. Recommendation to the Nebraska Liquor Control Commission (NLCC) approval of application for Jeremy E. Richter as the new Manager for Famous Dave's Ribs, Inc. dba "Famous Dave's", 2015 Pratt Avenue, Bellevue. (City Clerk)
11. ORDINANCES FOR ADOPTION (3rd reading): NONE
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
 - a. Ordinance No. 4111: An ordinance to redefine ward boundaries due to the 2022 annexations. (Administration)
13. ORDINANCES FOR INTRODUCTION (1st reading):
 - a. Ordinance No. 4112: Request to annex miscellaneous rights-of-way. Applicant: City of Bellevue. (Planning Manager)
 - b. Ord. No. 4113: Amending the Economic Development Program and authorize the Mayor to sign. (Administration/Community Development Director)
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE
15. RESOLUTIONS: NONE
16. CURRENT BUSINESS:
 - a. (*) Request approval of the list of applications for hunting waivers, as reviewed and approved by Capt. Kurt Stroehler or Sgt. Don Pleiss. (City Clerk)
 - b. Approve the renewal of the Group Insurance Plans and Premiums for 2023. (Finance Director)
 - c. Request to approve the Second Amendment to the Purchase Agreement and Escrow Instructions with Redwood USA LLC. (Administration)
 - d. Approve and authorize the Mayor to sign a contract with Lamp Rynearson for Civil Engineering Services - Bellevue Entertainment District, in an amount not to exceed \$17,500.00. (Public Works Director)
 - e. Approve and authorize the Mayor to sign the contract with Holland & Basham to develop a

Master Plan for a Competitive Swimming & Diving Natatorium and Water Park, in an amount not to exceed \$27,500.00. (Public Works Director)

f. Approve and authorize the Mayor to sign a contract with Heimes Corp. to perform an emergency repair to stormwater drainage culvert, in an amount not to exceed \$14,733.00. (Public Works Director)

g. Approve and authorize Mayor to sign an Interlocal Agreement regarding payment of expanded force main costs for the expansion of the unified SSWS with the city's extraterritorial jurisdiction (ETJ), in an amount not to exceed \$3,631,058.00. (Public Works Director)

h. Approve purchase of a 2023 Ford Transit 350 Utility Van from Anderson Ford, per State of Nebraska contract, in an amount not to exceed \$55,904.00. (Public Works Director)

i. Approve and authorize the Mayor to sign agreement with HGM Associates for engineering and surveying services for the Pedestrian Bridge Demolition at Galvin Road & Hansen Avenue, in an amount not to exceed \$11,910.00. (Public Works Director)

j. Approve and authorize the Mayor to sign Maintenance Agreement No. 5 with the Nebraska Department of Transportation (NDOT) for reimbursement of \$25,907.20 for Hwy 370 maintenance. (Public Works Director)

k. Approve and authorize the Mayor to sign a revised contract with HDR Engineering to perform an emergency repair to the Stormwater drainage culvert, with no additional fees or charges to the existing contract (dated October 22, 2018) for the Quail Creek Liftstation. (Public Works Director)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(Monthly Reports are given at the first Council Meeting each month - November Report will be attached to the December 6th Council Packet.)**

18. CLOSED SESSION:

19. ADJOURNMENT

MINUTE RECORD

Bellevue Planning Commission Meeting, October 27, 2022, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, October 27, 2022 at 6:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Hankins, Ritz, Sims, Cutsforth, Bennett, Jacobson, and Perrin. Absent were Commissioners Aerni and Ackley. Also present were Tammi Palm, Planning Department Manager, and Angela Curry, Assistant Planning Manager.

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

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

Motion was made by Bennett, seconded by Jacobson, to approve the minutes of the August 25, 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 Public Hearing agenda item 3.a. has been withdrawn by the applicant therefore there would be no public hearing for that item.

Motion was made by Ritz, seconded by Perrin, to accept into the record all staff reports, attachments, memos, and handouts regarding each application including the update on item 3.a. Upon roll call, all present voted yes. Motion carried unanimously.

Cutsforth explained the public hearing procedures.

PUBLIC HEARING was held on a request to annex miscellaneous Rights-of-Way. Applicant: City of Bellevue.

Cutsforth asked staff if there were any updates. Palm stated there were no updates but gave a brief overview. She stated over the years when various annexations were proposed State Statutes allowed for annexation of adjacent rights-of-way so these areas should have been annexed when the adjacent areas were annexed however; some of these areas were not included in prior ordinances. Palm stated the application is designed to clean up some of these corridors that should have been taken into the city limits in the past. Palm stated the impact of this annexation is minimal but would give the Bellevue Police Department jurisdiction to respond to accidents or other incidents along the proposed stretches of Highway 75.

John Iske, 15402 S. 5th St., Bellevue, NE questioned whether the City of Bellevue would be responsible for snow removal and maintenance on Highway 75 with this annexation. Palm stated the NDOT (Nebraska Department of Transportation) would remain responsible for snow removal and maintenance. Discussion ensued regarding access to Normandy Hills Subdivision.

MOTION was made by Jacobson, seconded by Perrin to recommend APPROVAL of a request to annex eight miscellaneous rights-of-way. Applicant: City of Bellevue. APPROVAL as presented. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING ON December 6, 2022.

Meeting adjourned at 6:13 p.m.



Dianna Van Horn
Planning Secretary

MINUTE RECORD

*5b.2
11/15/2022

Bellevue City Council Meeting, November 1, 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 1st of November 2022, at 6:00 p.m. Present were Council Members Rich Casey, Paul Cook, Jerry McCaw, Don Preister, Thomas Burns, and Kathy Welch. Absent: None.

Also present were City Administrator Jim Ristow, City Attorney Bree Robbins, and Assistant City Attorney Annie Mathews.

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

PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Hike led the Pledge of Allegiance. Father Tom Jones was ill and unable to come to meeting to give invocation.

OPEN MEETINGS ACT

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

APPROVAL OF THE AGENDA:

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

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

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Burns, seconded by McCaw to approve the consent agenda consisting of the following items: Approval of October 18, 2022 Board of Equalization Minutes, Approval of October 18, 2022 City Council Minutes; and Approval of Claims.

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

SPECIAL PRESENTATIONS: NONE

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES: NONE

ORDINANCES FOR ADOPTION: (Third Reading)

Ordinance No. 4110: Updated Compensation Ordinance to reflect change in pay range for employees that are unclassified, and employees covered by Bellevue Professional Firefighters Association. (HR Director)

Ordinance No. 4110: An ordinance of the City of Bellevue, Nebraska, classifying the employees of the City; fixing the ranges and compensation of such employees; providing a pay range schedule; providing for publication in pamphlet form; repealing Ordinance No. 4097; and providing for an effective date was read for the second time and a public hearing was held.

Motion was made by Welch, seconded by Burns, to approve Ordinance No. 4110. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

ORDINANCES FOR PUBLIC HEARING: (Second Reading) NONE

ORDINANCES FOR INTRODUCTION: (First Reading)

Ordinance No. 4111: An ordinance to redefine ward boundaries due to the 2022 annexations. (Administration)

Ordinance No. 4111: An ordinance to amend Section 9-3 of the Bellevue Municipal Code to provide for revised City Council Ward Boundaries; to repeal section 9-3 of the Bellevue Municipal Code as heretofore existing; and to provide for the effective date of this ordinance. Mayor Hike stated the second reading and public hearing of the ordinance will be heard at the Council meeting on November 15, 2022.

MINUTE RECORD

Bellevue City Council Meeting, November 1, 2022, Page 2

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

Approve the Bellevue Economic Enhancement Foundation/Bellevue Chamber of Commerce, Salvation Army Kroc Center, and Marathon Ventures to hold the Annual Salvation Army Big Red Kettle Kick-off Celebration with a Special Fireworks Display (provided by Bellino Fireworks), at 901 Fort Crook Road North on Friday, November 4, 2022, from 6:00 p.m. - 8:00 p.m. (Fireworks 7:20 p.m. - 10-minute display) (City Clerk) (Withdrawn by applicant)

RESOLUTIONS:

Resolution 2022-31: Approval to operate a satellite keno location at the business operated by Moran's Grill LLC dba "Moran's Grill" at 3909 Twin Creek Drive #105, Bellevue, NE and authorize Mayor to sign. (City Clerk)

Motion was made by Cook, seconded by Welch, to approve Resolution No. 2022-31: Approval to operate a satellite keno location at the business operated by Moran's Grill LLC dba "Moran's Grill" at 3909 Twin Creek Drive #105, Bellevue, NE and authorize Mayor to sign. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Resolution 2022-32: A resolution authorizing the Mayor to sign the Annual Year-End Certification of City Street Superintendent Form for 2022, verifying Robert Joseph Riggs as the City Street Superintendent from January 1, 2022 to December 31, 2022. (City Clerk)

Motion was made by Welch, seconded by Casey, to approve Resolution No. 2022-32: A resolution authorizing the Mayor to sign the Annual Year-End Certification of City Street Superintendent Form for 2022, verifying Robert Joseph Riggs as the City Street Superintendent from January 1, 2022 to December 31, 2022. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Resolution 2022-33: A resolution updating various fees of the Master Fee Schedule, effective November 2, 2022. (City Clerk/Various Dept. Heads)

Motion was made by Cook, seconded by McCaw, to approve Resolution No. 2022-33: A resolution updating various fees of the Master Fee Schedule, effective November 2, 2022. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Resolution 2022-34: Approve and authorize the Mayor to sign the Locally Funded Construction Engineering Services Agreement with Alfred Benesch & Company for the Major Street Resurfacing project identified as MAPA-5081(2). (Public Works Director)

Motion was made by Welch, seconded by Cook, to approve Resolution No. 2022-34: A resolution updating various fees of the Master Fee Schedule, effective November 2, 2022. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Resolution 2022-35: Approve and authorize the Mayor to sign Supplemental Agreement #1 to the original Construction Engineering Services Agreement with Alfred Benesch & Company for the Major Street Resurfacing Project (dated August 2, 2022). (Public Works Director)

Motion was made by Preister, seconded by Burns, to approve Resolution 2022-35: Approve and authorize the Mayor to sign Supplemental Agreement #1 to the original Construction Engineering Services Agreement with Alfred Benesch & Company for the Major Street Resurfacing Project (dated August 2, 2022). Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Resolution 2022-36: Approve and authorize the Mayor and City Treasurer to open account(s) in the name of the city; to sign and endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with the financial institution(s). (Finance Director)

Motion was made by Welch, seconded by Casey, to approve Resolution 2022-36: Approve and authorize the Mayor and City Treasurer to open account(s) in the name of the city; to sign and endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with the financial institution. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

CURRENT BUSINESS:

Approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) with the Bellevue Professional Management Association (BPMA) for the term October 1, 2022 through September 30, 2025. (HR Director)

MINUTE RECORD

Bellevue City Council Meeting, November 1, 2022, Page 3

Motion was made by Cook, seconded by Welch, to approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) with the Bellevue Professional Management Association (BPMA) for the term October 1, 2022 through September 30, 2025. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve purchase of Cell Phone Forensic Software License with Cellebrite Inc., in an amount not to exceed \$15,000. (Police Capt. Tim Melvin)

Motion was made by Welch, seconded by Burns, to approve purchase of Cell Phone Forensic Software License with Cellebrite Inc., in an amount not to exceed \$15,000. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve & authorize Mayor to sign Nebraska Medicine Training Affiliation Agreement to allow our providers to work clinically at Nebraska Medicine locations for educational services. (Fire Chief)

Motion was made by Casey, seconded by Welch, to approve & authorize Mayor to sign Nebraska Medicine Training Affiliation Agreement to allow our providers to work clinically at Nebraska Medicine locations for educational services. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize Mayor to sign quote from QueTel to purchase/upgrade evidence software and scanner for the Police Department, in an amount not to exceed \$16,299. (Police Capt. Tim Melvin)

Motion was made by Cook, seconded by Casey, to approve and authorize Mayor to sign quote from QueTel to purchase/upgrade evidence software and scanner for the Police Department, in an amount not to exceed \$16,299. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Recommendation to approve and authorize the Mayor to sign contract with HDR to assist with the application for a grant to develop a Master Plan for all signalized intersections within city, in an amount not to exceed \$26,751. (Public Works Director)

Motion was made by Preister, seconded by Burns, to recommend approval and authorize the Mayor to sign contract with HDR to assist with the application for a grant to develop a Master Plan for all signalized intersections within city, in an amount not to exceed \$26,751. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the Proposal with Midwest Right of Way Services Inc. to evaluate potential properties to purchase, for the construction of a Public Works Facility within the city, in an amount not to exceed \$10,475. (Public Works Director)

Motion was made by Casey, seconded by Cook, to approve and authorize the Mayor to sign the Proposal with Midwest Right of Way Services Inc. to evaluate potential properties to purchase, for the construction of a Public Works Facility within the city, in an amount not to exceed \$10,475. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve & authorize the Mayor to sign the First Amendment to Agreement with Roger's Towing and the First Amendment to Agreement with Autobody Authority Towing and Impound Inc. (Police Chief)

Motion was made by Cook, seconded by Welch, to approve and authorize the Mayor to sign the First Amendment to Agreement with Roger's Towing and the First Amendment to Agreement with Autobody Authority Towing and Impound. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports (Monthly Report is given at the first Council Meeting of each month – October report will be attached to the November 1st Council Packet.)

Councilman Preister requested information on the meeting with a third vendor to discuss fiber options. Mr. Jim Ristow, City Administrator, there is another provider looking at Bellevue as a market. The city would like to coordinate with current providers to coordinate installation so there is less trenching. Discussion followed.

Councilwoman Welch initiated conversation on the misinformation regarding the Sarpy County Museum relocation. She explained the Request For Proposals (RFP) process. A developer and the city offered incentives to museum, so it could be moved to its original place of the railroad. Conversation ensued.

MINUTE RECORD

Bellevue City Council Meeting, November 1, 2022, Page 4

Councilman Cook stated he is concerned there was not more discussion with the Sarpy County Museum and their Board and the City Council Members. He stated the museum was in Bellevue since day 1 and doesn't know where the disconnect is, but feels it was disrespectful not having the City of Bellevue more involved in more discussion of the relocation of the museum. Cook stated it was disappointing there wasn't more communication with the City with all the commitment the city has had to museum for 30 or 40 years.

Councilwoman Welch commented the developer and City of Bellevue did everything they possibly could do to have the museum stay in Bellevue.

Mayor Hike questioned when the RFP was received by the city. Mr. Ristow explained the city never received the RFP; it was seen in a public forum. He stated he forwarded RFP to developer and they worked together to prepare a proposal. He also stated there was no communication with the city on concerns or incentive concerns on the proposed site. Discussion followed.

Welch stated this developer really wanted the Sarpy County Museum to stay in Bellevue and had a vested interest to make this work in Bellevue.

CLOSED SESSION: NONE

ADJOURNMENT

There being no further business to come before the Council at this time, on motion by Cook, seconded by Welch, the meeting was adjourned at 6:29 p.m. Roll call vote on motion to adjourn was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on November 1, 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

*6.
11/15/2022

CLAIMS FOR NOVEMBER 15, 2022

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CITY ADMINISTRATOR

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2022/09/20-2022-10/19	80.11
OMAHA PUBLIC POWER DISTRICT	2022/09/12-10/10 MONTHLY SERVICE	395.18
SARPY COUNTY CHAMBER OF COMMERCE	CPS-SARPY CHAMBER AWARD DINNER	825.00
STELLA'S BAR & GRILL	CPS-LUNCH WITH DEVELOPER	46.47
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - OCT 2022	311.89
		<u>311.89</u>
		\$ 1,658.65

LEGAL

DROP BOX	CPS-CASE MANAGEMENT	19.99
OMAHA PUBLIC POWER DISTRICT	2022/09/12-10/10 MONTHLY SERVICE	69.74
SARPY COUNTY COURT	CLAIM LIST	51.00
UNITED STATES POSTAL SERVICE	CPS-MAILING CHARGE	23.55
		<u>23.55</u>
		\$ 164.28

CABLE ADVISORY

COX BUSINESS SERVICES	2022/10/19-2022/11/18-MONTHLY SERVICE	9.04
OMAHA PUBLIC POWER DISTRICT	2022/09/12-10/10 MONTHLY SERVICE	348.68
		<u>348.68</u>
		\$ 357.72

CITY CLERK

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	80.77
GRETNA GUIDE & NEWS	LEGAL ADS	179.68
MICROFILM IMAGING SYSTEMS	LASERFICHE AGREEMENT 2023	534.00
OMAHA PUBLIC POWER DISTRICT	2022/09/12-10/10 MONTHLY SERVICE	604.38
SARPY COUNTY TREASURER'S OFFICE	SE PLZ-MARATHON 8789 EXCESS TIF	41,421.01
SARPY COUNTY TREASURER'S OFFICE	WH BELLEVUE 8788 EXCESS TIF	93,244.30
		<u>93,244.30</u>
		\$ 136,064.14

FINANCE/RISK MANAGEMENT

AMAZON.COM, LLC	BUSINESS CARD HOLDERS, OFFICE SUPPLIES, PRINTER SUPPLIES	379.71
OMAHA PUBLIC POWER DISTRICT	2022/09/12-10/10 MONTHLY SERVICE	511.40
BELLEVUE PRINTING COMPANY	COB ENVELOPES	709.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	118.81
HANEY SHOE STORE	SAFETY SHOES	1,708.81
INDOFF, INC	COPY PAPER	628.89
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	30.00
RED WING BUSINESS ADVANTAGE	SAFETY SHOES (6 EMP)	1,191.96
		<u>1,191.96</u>
		\$ 5,278.58

LIBRARY

AFFORDABLE LIBRARY	CPS-DVD CASES	518.00
AMAZON.COM, LLC	BOOKS, OFFICE SUPPLIES, PROGRAM SUPPLIES, VIDEOS	1,144.73
COX BUSINESS SERVICES	2022/10/01-10/31 MONTHLY SERVICE	107.39
DEMCO	DESK CALENDAR	28.94
INGRAM LIBRARY SERVICES	BOOKS	1,899.10
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	23.16
RUFF WATERS	AQUARIUM MANAGEMENT	65.00
SCOTT WELCH	CPS-MONTHLY WEB MAINTENANCE	125.00
SIRSI CORPORATION	ANNUAL SUBSCRIPTION	1,500.00
TEQUIPMENT	CPS-FILTERS-AD BASE MARKET PLACE	255.10
VERIZON WIRELESS	2022/10/17-2022/11/16-MONTHLY SERVICE	400.10
ZOOBEAN INC	ZOOBEAN 3ER YEAR SERVICE 2022/04/23- 2023/04/22	1,695.00
		<u>1,695.00</u>
		\$ 7,761.52

MINUTE RECORD

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ADMINISTRATIVE SERVICES/PERSONNEL

INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	30.00
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	121.33
OMAHA PUBLIC POWER DISTRICT	2022/09/12-10/10 MONTHLY SERVICE	395.18
ONE SOURCE	BACKGROUND CHECKS 2022/10/01-2022/11/01	162.50
TRALIAN HOLDINGS, LLC	PREVENTING DISCRIMINATION SUBSCRIPTION TO 2023/09/01	4,116.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - OCT 2022	3,138.72
		<u>\$ 7,963.73</u>

CODE ENFORCEMENT

AMAZON.COM, LLC	EMERGENCY KIT TOOL, OFFICE SUPPLIES	58.97
CLAYTON GRUHN	CUT DOWN MAPLE TREES- SOUTHERN HILLS	1,995.00
CLAYTON GRUHN	CUT DOWN MAPLE TREES-41ST ST	1,095.00
OMAHA PUBLIC POWER DISTRICT	2022/09/12-10/10 MONTHLY SERVICE	134.46
PAPILLION SANITATION	CODE DUMPSTER	307.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - OCT 2022	743.35
		<u>\$ 4,333.78</u>

PUBLIC WORKS

AMAZON.COM, LLC	LEVELING RODS	159.95
HI-VIZ SAFETY WEAR, LLC	CPS-SAFETY UNIFORMS	1,404.35
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	62.64
OMAHA PUBLIC POWER DISTRICT	2022/09/12-10/10 MONTHLY SERVICE	225.80
ONE CALL CONCEPTS	DIGGERS HOTLINE-OCT 2022	967.02
PATCHED MANIA LIMITED	CPS-EMBROIDERY PATCHES	300.00
PETTY CASH - FINANCE	REIMB FINANCE PETTY CASH	42.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - OCT 2022	103.17
		<u>\$ 3,264.93</u>

PARKS

AE SUPPLY	WATER BOTTLE FILLING STATION-W PAPIO CREEK TRAIL	4,650.00
A-RELIEF SERVICES	PORTABLE RESTROOM-CITY PARKS	293.47
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	16.00
COX BUSINESS SERVICES	2022/10/01-10/31 MONTHLY SERVICE	214.78
CROW LAWN CARE LLC	BPW-220103-MOWING CYCLE 9, 10, 11	33,327.26
GRAINGER	CHEMICAL RESISTANT GLOVES	54.20
HDR ENGINEERING, INC	BPW-211123 HAYWORTH SEWER COLLECTION 2022/09/25-2022/10/22	25,961.29
IOWA PARKS & RECREATION	CPS-TRAINING-HALE, MARSHALL, CARTER	1,800.00
MENARDS	PAINT FOR PICNIC TABLES, SUPPLIES	218.28
PRECISE MRM LLC	FLAT DATA PLAN	250.00
SAFETY PLAY, INC	CPS-PLAYGROUND SAFETY SUPPLIES	385.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - OCT 2022	4,919.91
WESTLAKE ACE HARDWARE	BATTERIES, TAPE, SPRAY PAINT	120.86
		<u>\$ 72,211.05</u>

RECREATION

AMAZON.COM, LLC	SPECIAL CARD STOCK PAPER	44.00
COX BUSINESS SERVICES	2022/10/01-10/31 MONTHLY SERVICE	88.39
DICK'S CLOTHING AND SPORTING GOODS	CPS-BASKETBALL EQUIPMENT	1,399.99
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - OCT 2022	591.91
		<u>\$ 2,124.29</u>

BUILDING MAINTENANCE

AMAZON.COM, LLC	SMOKE DETECTORS	97.09
BIG RED LOCKSMITHS	DUPLICATE KEYS, DEADBOLT	124.00
BIL-DEN GLASS	ADJUST DOOR AND REMOUNT THRESHOLD-BPD	328.00

MINUTE RECORD

CLAIMS FOR NOVEMBER 15, 2022

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BUILDING MAINTENANCE (cont'd)

GALVIN GLASS	ADJUST WINDOW	80.00
GRAINGER	WALL PACK, PHOTOCCELL	178.17
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY HALL	88.45
M&M TRAILER SALES, INC	LOAD TRAIL SCISSOR LIFT	6,400.00
MENARDS	LIGHTS, ELEC SUPPLIES, DRILL BITS, CLAMPS, DOOR SWEEP, SCREWS	944.79
MMC MECHANICAL CONTRACTORS, INC	OFFICE RUNNING HOT-PLANNING	1,119.13
S & W FENCE COMPANY	TROUBLESHOOT GATE WIRING	400.00
SECURITY EQUIPMENT	SECURITY MONITORING 2022/11/01- 2023/01/31	2,286.00
THE HOME DEPOT PRO	JANITORIAL SUPPLIES	354.85
TK ELEVATOR CORPORATION	ELEVATOR MAINTENANCE	512.06
TRISTAR	TRISTAR PREFUND FOR WORKERS COMP	5,761.17
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - OCT 2022	603.51
VOSS LIGHTING	JANITORIAL SUPPLIES	883.98
WESTLAKE ACE HARDWARE	SUPPLIES, TOOL BOX, CAULK, BIT SET, CLEANING SUPPLIES	186.41
		<hr/>
		\$ 20,347.61

CEMETERY

COX BUSINESS SERVICES	2022/10/01-10/31 MONTHLY SERVICE	83.39
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - OCT 2022	410.54
		<hr/>
		\$ 493.93

STREETS

ALFRED BENESCH & COMPANY	BPW-190815 PROF SVCS 2022/09/26- 2022/10/23	5,539.50
AMAZON.COM, LLC	PRINTER SUPPLIES	21.45
BURRELL ENTERPRISES, LLC	BPW-220101-2022 CONCRETE PROJECTS THRU 2022/10/29	28,622.21
BURRELL ENTERPRISES, LLC	BPW-220101-2022 CONCRETE PROJECTS THRU 2022/10/29	83,184.56
COX BUSINESS SERVICES	2022/10/01-10/31 MONTHLY SERVICE	274.17
FELSBURG HOLT & ULLEVIG, INC	BPW-220107 GALVIN BRIDGE 2022/09/01- 2022/09/30	928.19
HGM ASSOCIATES INC	BPW-211224 BRIDGE REPAIRS THRU 2022/10/15	30,439.21
HGM ASSOCIATES INC	BRIDGE INSPECTION THRU 2022/10/15	3,049.75
IMSA	CPS-TRAINING-CHAVEZ, WILSON	755.00
LOGAN CONTRACTORS SUPPLY	ARBOR ADAPTOR	23.00
MARTIN MARRIETTA	CRUSHED ROCK	7,284.67
MD SOLUTIONS, INC	CANTILEVER WING BRACKETS	6,000.00
MENARDS	WELDING SUPPLIES, LUMBER	94.74
METROPOLITAN COMMUNITY COLLEGE	TUITION-WHITED 2022/09/06-2022/10/11	401.50
NEWMAN SIGNS	CHANNEL POSTS, MARKERS, SIGNS	19,064.32
OMAHA PUBLIC POWER DISTRICT	2022/08/31-09/29 MONTHLY SERVICE	1,344.91
OMNI ENGINEERING	ASPHALT	2,173.43
PRECISE MRM LLC	FLAT DATA PLAN	1,300.00
READY MIXED CONCRETE COMPANY	CONCRETE	5,395.59
TAPCO	TRAFFIC SIGNAL MODULE	1,056.80
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - OCT 2022	4,739.93
WESTLAKE ACE HARDWARE	SUPPLIES	7.58
		<hr/>
		\$ 201,700.51

MINUTE RECORD

CLAIMS FOR NOVEMBER 15, 2022

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FLEET MAINTENANCE

911 CUSTOM, LLC	EMERGENCY FLASHING LIGHTS	1,085.60
A + UNITED RADIATOR REPAIR	BAKE & BLAST FILTERS	350.00
AA WHEEL & TRUCK SUPPLY, INC	COMBINATION PINTLE	104.65
ALLIED OIL & SUPPLY COMPANY	OIL, ANTI-FREEZE	2,495.18
AMAZON.COM, LLC	ADJUSTABLE TRAILER COUPLER, HAND GRIPS, OFFICE SUPPLIES, MIRROR, CLAMPS, GEARCASE ASSEMBLY	519.25
ASPEN EQUIPMENT CO	INSIDE HANDLE	1,472.25
AUSTIN HARDWARE & SUPPLY	WHEEL BUSHING	52.73
AUTO VALUE PARTS - SOUTH OMAHA	PARTS, THREAD SEALANT, BUSHINGS, BLACKJACKS, ADHESIVE, BRAKLEEN TIRES	36.99
AUTOMOTIVE WAREHOUSE DIST, INC	SEPARATOR, HOSE	1,491.08
BAUER BUILT TIRE & SERVICE	HEADLAMP	4,177.98
BAXTER FORD	COPIER EXPENSE	107.74
BUMPER & AUTO OF OMAHA	TUBE, HOSE, GASKETS, CLAMPS, TEMP SENSOR, EXHAUST GASKETS, SEALS	495.00
CAPITAL BUSINESS SYSTEMS, INC	2022/10/01-10/31 MONTHLY SERVICE	69.59
CORNHUSKER INTERNATIONAL TRUCKS	MOUNTING SPACER, SCREWS, SENSORS	1,130.10
COX BUSINESS SERVICES	LEAD WEIGHT, SNAP-IN VALVES, PASTE VALVES AND CONVERSION REPAIR KITS	107.39
CUMMINS SALES AND SERVICE	VENT BREATHER	712.28
DANIELSON / TECH SUPPLY	RATCHETS STRAP, EYE RIGING HOOKS	127.57
DANKO EMERGENCY EQUIPMENT	FILTERS	1,693.26
DXP ENTERPRISES, INC	COMPRESSION SPRING, SEALS, CYLINDER TIRES	185.69
EDS WIRE ROPE & RIGGING	CONTACTOR, PACKING SEAL	154.86
FACTORY MOTOR PARTS CO	FEEDGATE JACKS, MOUNT BRACKETS, CURB SHOES FOR PLOWS	34.98
FARM PLAN	HOSE ASSEMBLY	224.75
GRAHAM TIRE COMPANY	BATTERIES	833.94
GRAINGER	WHEEL HUB, LOCKNUT	73.71
HENDERSON PRODUCTS, INC	AC HOSES-ENG 31	836.35
HOSE & HANDLING, INC	REIMB CDL LICENSE, MECHANIC EXAMS	121.92
INTERSTATE BATTERIES	WIRE LOOM	397.72
J & J SMALL ENGINE SERVICE	FITTINGS, BRASS CAP	140.14
JONES AUTOMOTIVE	WAND	268.98
JUSTIN DROWNE	CAMERA AND HYD FILTER, WIPER ARM	148.00
KIMBALL MIDWEST	DIAGNOSE MOTOR	235.98
KRIHA FLUID POWER CO	WELDING SUPPLIES, HINGE	292.33
LOGAN CONTRACTORS SUPPLY	GALV CAP, BLASTING CRYSTAL SUPPLIES	1,387.93
MACQUEEN EQUIPMENT, LLC	CARBON STEEL	504.82
MARK HYDRAULICS COMPANY	FILTERS, TOGGLE SWITCH, GLOVES, BRAKE ROTORS	55.00
MATHESON TRI-GAS INC	NUTS, CONNECTORS, FENDER WASHERS, ROLL PINS	209.44
MENARDS	WORK PLATFORMS, FAN	7.83
MENARDS - RALSTON	DUAL SPINDLE	78.00
MILLARD METAL SERVICES	BREATHER	717.33
NAPA AUTO PARTS	RELAY	206.19
NEBRASKA IOWA INDUSTRIAL FASTENERS	CHAIN TENSIONER	549.92
NORTHERN TOOL & EQUIPMENT	DEF SUCTION, THROTTLE	230.15
PANKONIN'S	TOGGLE BOOT, FILTERS, OIL	31.34
POWERPLAN	FREIGHT TO SEND WATCHGUARD PARTS	115.51
POWERPLAN	FUEL FOR CITY VEHICLES - OCT 2022	11.86
TITAN MACHINERY		2,734.49
TITAN MACHINERY		99.31
TOOL SHED OF OMAHA		25.12
TOYNE, INC		1,064.47
TY'S OUTDOOR POWER & SERVICE		
UPS STORE		
US BANK VOYAGER FLEET SYSTEMS		

MINUTE RECORD

CLAIMS FOR NOVEMBER 15, 2022

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FLEET MAINTENANCE (cont'd)

WALKERS UNIFORM RENTAL	UNIFORM SERVICE, FENDER COVERS	139.99
WATEROUS COMPANY	TRANSFER VALVE, CLAMPS	1,702.13
WAYTEK, INC	CIRCUIT BREAKER	52.69
WELDON PARTS INC	DASH VALVE	261.99
WOODHOUSE CBP	SEAL	13.34
WOODHOUSE PARTS DIRECT	TRANSMISSION SERVICE	1,053.03
		<u>31,563.48</u>
		\$ 31,563.48

SOLID WASTE

PAPILLION SANITATION	TRASH HAULING FEES-OCT 2022	332,519.28
		<u>332,519.28</u>
		\$ 332,519.28

PLANNING

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	34.11
OMAHA PUBLIC POWER DISTRICT	2022/09/12-10/10 MONTHLY SERVICE	204.24
		<u>238.35</u>
		\$ 238.35

PERMITS & INSPECTIONS

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	104.64
INDOFF, INC	COPY PAPER	207.96
INTERNATIONAL ASSOCIATION OF	CPS-MEMBERSHIP DUES FOR 2023-CHAD	255.00
ELECTRICAL INSPECTORS	MCBREEN	
OMAHA PUBLIC POWER DISTRICT	2022/09/12-10/10 MONTHLY SERVICE	272.89
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - OCT 2022	1,264.14
		<u>2,104.63</u>
		\$ 2,104.63

POLICE

ABM SUPPLY	ENFORCER RAM	575.00
ACTION SIGNS	INSTALL GRAPHICS-UNIT 601	90.00
AMAZON WEB SERVICES, INC	WEB SERVICES 2022/10/1-2022/10/31	421.57
AMAZON.COM, LLC	CPS-DUFFEL BAG AND ROPE GLOVES	855.19
AMAZON.COM, LLC	CAR LOCKOUT KITS, EARMUFFS, GAMING	1,170.17
	CHAIR, OFFICE SUPPLIES, VOICE RECORDER, REPELLING CLIMBING EQUIPMENT	
ANGEL GARCIA	LIABILITY CLAIM-CITIZEN PROPERTY	249.00
ARACELI VAZQUEZ	REIMB FOR PANTS	113.27
AUTO BODY AUTHORITY	REPAIR BODY DAMAGE-UNIT 601	1,230.00
AVERY L LOSCHEN	RENT FOR K9 BUILDING-DEC 2022	1,248.00
AXON ENTERPRISE, INC	CPS-TRAINING-JARVIS, LESTER	750.00
AXON ENTERPRISE, INC	TASERS, HOLSTERS, CARTRIDGES, BATTERIES	3,106.40
BELLEVUE PRINTING COMPANY	BAN ORDER FORMS	908.81
BIG RED LOCKSMITHS	KEYS, STOREROOM LEVER	230.00
BLAUER MANUFACTURING CO, INC	CPS-UNIFORMS FOR RECRUITS	872.88
BRYAN MERCER	REIMB EXPENSES FOR TRAINING	324.50
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2022/09/17-2022/10/16	320.22
CELLEBRITE USA CORP	CELL FORENSIC SOFTWARE LICENSE	15,000.00
CITY OF LAVISTA	MANUALS 3 LATERALS, FY 23 SDLEA YEARLY FEE	32,575.51
CITY OF OMAHA	OFFSITE INCINERATION	961.09
CLYDE ARMORY	AIMPOINT RED DOT SIGHTS, RIFLESCOPES, STEINER OPTICS	24,726.00
CNA SURETY	CPS-NOTARY BOND-STROEHER	40.00
COX BUSINESS SERVICES	2022/10/01-10/31 MONTHLY SERVICE	184.99
COX COMMUNICATIONS	SUBPEONA FOR INVESTIGATIONS	50.00
DOUBLE TAP WOODWORKING	CPS-RETIREMENT GIFT-BARTLEY	230.00
DOUBLETREE HOTEL	CPS-LODGING FOR TRAINING-MARRS	645.90

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CLAIMS FOR NOVEMBER 15, 2022

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POLICE (cont'd)

EMBASSY SUITES, LINCOLN	CPS-DEPOSIT FOR LODGING-HOLM	162.27
GALLO PROFESSIONAL POLYGRAPH	POLYGRAPH SERVICE	400.00
GREAT PLAINS UNIFORMS	UNIFORM SWACKHAMMER	2,658.02
INFOSAFE SHREDDING	ONSITE SHREDDING SERVICE	120.00
INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE	CPS-REGISTRATION-CLARY, JASHINSKE, STROEHER	1,580.00
J GARDNER AND ASSOCIATES, LLC	JUNIOR POLICE BADGES STICKERS	1,110.00
J P COOKE COMPANY	POCKET STAMPER-STROEHER	35.95
JACKSON SERVICES, INC	DOOR MAT SERVICE	87.83
JO DONS	OFFICER OF THE QUARTER PLAQUE-SPENCER	60.00
JOHN LOWERY III	REIMB SUNGLASSES	151.00
JOSHUA MARRS	REIMB EXPENSES FOR TRAINING	418.35
KURT STROEHER	REIMB PER DIEM FOR TAINING	206.50
LEGAL AND LIABILITY RISK MANAGEMENT	CPS-TRAINING-MILLER, MELVIN	790.00
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	334.69
MATTHEW D HOFFMAN	REIMB TRAINING EXPENSES	26.24
MOTOROLA SOLUTIONS, INC	EVIDENCE LIBRARY SUPPORT FEE 2022/06/06-2023/06/05	2,925.00
MYZONE, INC	CPS-NEW FITNESS PROGRAM	75.00
NEBRASKA LAW ENFORCEMENT TRNG CTR	PROCESSING FEE-NEW RECRUITS	200.00
NEBRASKA LAW ENFORCEMENT TRNG CTR	REINSTATEMENT FEE-SWACKHAMMER	100.00
NEBRASKA LAW ENFORCEMENT TRNG CTR	RECERTIFICATION TUITION-HOFFMAN	72.00
OMAHA PUBLIC POWER DISTRICT	2022/09/12-10/10 MONTHLY SERVICE	4,836.03
ORIENTAL TRADING COMPANY	CPS-STICKERS FOR TRUNK & TREAT	131.57
PALACE STATION LAS VEGAS	CPS-DEPOSIT FOR LODGING-MELVIN, MILLER	240.64
PANEBRASKA LLC	CPS-MEETING FOR INTERVIEWS	117.97
PETTY CASH - FINANCE	REIMB TO FINANCE PETTY CASH	193.17
SAM'S CLUB DIRECT	CPS-CANDIES FOR TRUNK & TREAT	479.18
SMITH DAVIS INSURANCE INC	NOTARY BOND MILOS, DUCKER	80.00
SOUTHWEST AIRLINES	CPS-TRAVEL FOR TRAINING-MELVIN, MILLER	973.92
STREICHER'S INC	CPS-SAFETY TRAINING ON WOODEN BATON	35.99
TARGET CORPORATION	CPS-PRINTER SUPPLIES	53.48
TRAVELERS	AUTO LIABILITY CLAIM-FRANCISCO	2,065.49
TRI-TECH FORENSICS, INC	EVIDENCE SUPPLIES	1,012.14
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - OCT 2022	15,757.73
VOSS LIGHTING	JANITORIAL SUPPLIES	465.30
		\$ 124,833.96

FIRE & RESCUE

AIRGAS USA, LLC	OXYGEN	211.25
AMAZON.COM, LLC	ASSET TAGS, MEDICAL SUPPLIES, OFFICE SUPPLIES	304.12
BELLEVUE PRINTING COMPANY	BUSINESS CARDS	75.00
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	1,551.42
COX BUSINESS SERVICES	2022/10/01-10/31 MONTHLY SERVICE	9.54
DENISE E GRAY	REIMB TRAINING EXPENSES	1,218.12
EC DATA SYSTEMS, INC	CPS-SHARE OF FAX SERVER	7.95
GREAT PLAINS UNIFORMS	UNIFORMS	2,105.50
HORWATH LAUNDRY EQUIPMENT	GEAR EXTRACTOR (FIRST HALF OF PAYMENT) DIST 1	7,880.00
JEFF ROBISON	REIMB NATIONAL REGISTRY TEST	152.00
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE 2022/09/02-2022/10/01	333.55
MENARDS	DUCT TAPE, TRI FOLD LEDS	392.56
PWW MEDIA, INC	CPS-TRAINING- GRAY	1,345.00
THE NEBRASKA MEDICAL CENTER	MEDICAL DIRECTOR Q1 (JUL-SEP 2022)	11,132.44
TRICARE WEST REGION CLAIMS	REFUND-CLARK MISTIE	413.22
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - OCT 2022	12,412.86
ZOLL DATA SYSTEMS INC	MONTHLY BILLING -NOV 2022	1,105.00
ZOLL MEDICAL CORPORATION	MEDICAL SUPPLIES	113.02
		\$ 40,762.55

MINUTE RECORD

CLAIMS FOR NOVEMBER 15, 2022

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NON-DEPARTMENTAL/CONTRACTS

AMERICAN NATIONAL BANK	ACCOUNT ANALYSIS CHARGE	5.00
COX BUSINESS SERVICES	2022/10/01-10/31 MONTHLY SERVICE	638.37
FIRST NATIONAL INSURANCE COMPANY	INSURANCE PREMIUMS, BROKER FEE	292,352.75
GOTOMEETING	CPS-MONTHLY CONFERENCE CALLS	17.12
HEARTLAND MARKETING & COMMUNICATIONS, INC	WHITE BANNERS, SUPPLIES	10,725.00
METRO AREA TRANSIT	MAT 2022-9 2087 MILES	4,246.00
NEBRASKA WORKERS' COMP COURT	ADMIN FEE ASSESSMENT-2023	2,000.00
NE-DEPARTMENT OF REVENUE	2022/09 SALES TAX	39.58
SARPY COUNTY COURT HOUSE	ANIMAL CONTROL-DEC 2022	17,060.00
SCOTT WELCH	CPS-MONTHLY WEB MAINTENANCE	125.00
		<u>\$ 327,208.82</u>

INFORMATION TECHNOLOGY

AMAZON.COM, LLC	CLOUD KEY, COMPUTER SUPPLIES	1,271.68
COX BUSINESS SERVICES	2022/10/01-10/31 MONTHLY SERVICE	205.24
DELL MARKETING L.P.	LAPTOP	1,475.00
HOSTGATOR.COM	CPS-MONTHLY DOMAIN MAINTENANCE	69.95
MOTOROLA SOLUTIONS, INC	EARPIECES	560.30
SHI INTERNATIONAL CORP	EXTREME HARDWARE REPLACEMENT	1,516.35
TJ CABLE	LOCATES-OCTOBER 2022	150.00
VERTIV CORPORATION	BATTERIES FOR COMMUNICATIONS	2,811.20
		<u>\$ 8,059.72</u>

2206 LONGO DR - NEW LIBRARY

CZECH SPECIALTIES	CZECH SPECIALTIES - REPAIR DAMAGED DRYWALL	4,350.00
MIKE STEIGLEDER SERVICES	MIKE STEIGLEDER SERVICES - WATER EXTRACTION	214.00
AHERN FIRE PROTECTION	SPRINKLER INSPECTIONS	320.00
CENTURY LINK	2022/10/4-11/3 MONTHLY SERVICE	241.16
COX BUSINESS SERVICES	2022/09/27-10/26 MONTHLY SERVICE	115.30
ENGINEERED CONTROLS	HEAT PUMP MAINT. @ VA OFFICE	408.00
JIFFY/LEVENSPN'S SUPPLY	CLEANING SUPPLIES	843.58
MMC MECHANICAL CONTRACTORS, INC	HIGH HUMIDITY ISSUE	605.95
MMC MECHANICAL CONTRACTORS, INC	REPAIR LEAK IN DRAIN LINES	473.00
MMC MECHANICAL CONTRACTORS, INC	REPLACE COOLING TOWER PUMP SEALS	4,611.00
METROPOLITAN UTILITIES DIST	2022/09/03-10/03	2,453.13
OMAHA PUBLIC POWER DISTRICT	2022/08/22-09/22 MONTHLY SERVICE	8,493.28
PAPILLION SANITATION	2022/10/01-10/31 SERVICE	288.64
PRESTO-X	PEST CONTROL	214.00
REGAL FACILITY MANAGEMENT	OCTOBER JANITORIAL SERVICES	4,205.10
SELDIN LLC	ALARM TESTING	116.75
SELDIN LLC	MANAGEMENT FEES	1,450.00
SELDIN LLC	REPLACED LIGHTS, LADDER FOR ONSITE	1,148.23
STERICYCLE	COMPLIANCE SOLUTIONS	164.04
TK ELEVATOR CORPORATION	2022/2/1 - 2/28 ELEVATOR MAINTENANCE	72.22
		<u>\$ 30,787.38</u>

WASTEWATER

AT&T MOBILITY	2022/09/08-10/07 MONTHLY SERVICE	532.33
COX BUSINESS SERVICES	2022/10/01-10/31 MONTHLY SERVICE	83.39
ELLIOTT EQUIPMENT CO	SEWER HOSES, SAW BLADES	6,433.51
ES LIFT STATION MAINTENANCE	WIRING LAYOUT, CHECK VALVE	750.00
HDR ENGINEERING, INC	BPW-201109 SO LIFT STATION 2022/09/25-2022/10/22	8,003.31
LINCOLN WINWATER WORKS	MANHOLE, ADJ RINGS	2,816.10
MENARDS	BEAM LEVEL, WOOD STAKES, LUMBER	459.87
METROPOLITAN COMMUNITY COLLEGE	CDL TRAINING 4 EMP 2022/09/06-	985.50
NAPA AUTO PARTS	PARTS CLEANER	114.36
TRITON HYDROTOOLS	NOZZLE	1,171.51
UNITED RENTALS (NORTH AMERICA), INC	RENTAL OF EQUIPMENT	370.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - OCT 2022	3,677.08
		<u>\$ 25,396.96</u>

MINUTE RECORD

CLAIMS FOR NOVEMBER 15, 2022

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COMMUNITY BETTERMENT			
NEBRASKA DEPARTMENT OF REVENUE	QRTLTY LOTTERY TAX 51-C 2022/09/30	51,802.00	
		<u>51,802.00</u>	
		\$	<u>51,802.00</u>
ECONOMIC DEVELOPMENT			
SARPY COUNTY TREASURER'S OFFICE	2ND HALF 2021 PROPERTY TAX	1,250.42	
		<u>1,250.42</u>	
		\$	<u>1,250.42</u>
COMMUNITY DEVELOPMENT			
ABBY HIGHLAND	CDBG CONSULTANT EXPENSES	1,966.20	
		<u>1,966.20</u>	
		\$	<u>1,966.20</u>
LAW ENFORCEMENT			
CHRISTOPHER NICHOLSON	RETURN EVIDENCE CASH	658.00	
		<u>658.00</u>	
		\$	<u>658.00</u>
	TOTAL CLAIMS FOR NOVEMBER 15, 2022	1,442,876.47	
		<u><u>1,442,876.47</u></u>	
	TOTAL PAYROLL FOR OCTOBER 28, 2022	1,754,383.55	
		<u><u>1,754,383.55</u></u>	

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 11/15/2022		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 Famous Dave's Ribs, Inc. dba "Famous Dave's" 2015 Pratt Avenue, Bellevue.

SYNOPSIS/BACKGROUND:

Famous Dave's Ribs, Inc. dba "Famous Dave's" would like recommendation to approve Jeremy E. Richter as a new Manager for the stores at 2015 Pratt Avenue, Bellevue. 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 Jeremy E. Richter as the new Manager for Famous Dave's Ribs, Inc. dba "Famous Dave's" 2015 Pratt Avenue, Bellevue.

ATTACHMENTS:

1. Application	2. 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:



1-124930

**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:**

- 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

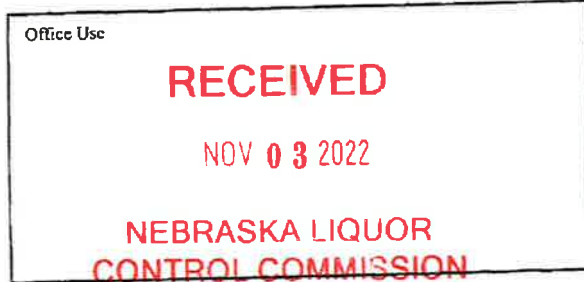
Spouse who **will** participate in the business, the **spouse must:**

- 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: Famous Dave's Ribs, Inc.

Premise information

Liquor License Number: 111079-124930 Class Type 1 (if new application leave blank)

Premise Trade Name/DBA: Famous Dave's

Premise Street Address: 2015 Pratt Avenue

City: Bellevue County: Sarpy Zip Code: 68123

Premise Phone Number: 402-934-2300

Premise Email address: sarah.naumann@bbq-holdings.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)

A handwritten signature in black ink, appearing to read "Sarah Naumann", written over a horizontal line.

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Richter First Name: Jeremy MI: E
 Home Address: 1745 S. 77th St.
 City: Lincoln County: Lancaster Zip Code: 68506
 Home Phone Number: 612-220-1724 +1802
 Driver's License Number & State: _____
 Social Security Number: _____
 Date Of Birth: _____ Place Of Birth: Britt, Iowa
 Email address: lincoln@famousdaves.com

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES NO

Spouse's information
 Spouses Last Name: Richter First Name: Tracy MI: _____
 Social Security Number: _____
 Driver's License Number & State: _____
 Date Of Birth: _____ Place Of Birth: Norfolk, NE

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Lincoln, NE	2014	2022			
Eden Prairie, MN	2004	2014			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
09/18	04/22	Chili's Grill & Bar	Justin Diers	785 341-9805
06/16	08/18	LaMars Donuts	Matt Joslin	303 437-7201

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
Jeremy Richter	08/2015	Lincoln, NE	Speeding	

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): Famous Dave's Lincoln, NE

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: 2019 Name on Certificate: Jeremy Richter

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
N/A		

*For list of NLCC Certified Training Programs see training

Experience:

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

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.


Signature of Manager Applicant


Signature of Spouse

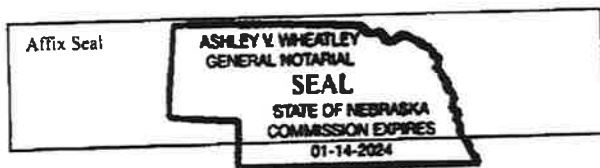
ACKNOWLEDGEMENT

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

October 13th, 2022
date

by Jeremy Richter & Tracy Richter
NAME OF PERSON BEING ACKNOWLEDGED

Ashley V. Wheatley
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.

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.


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Signature of Manager Applicant

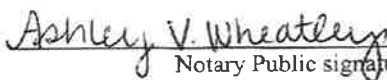


Signature of Spouse

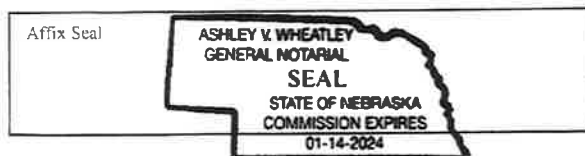
ACKNOWLEDGEMENT

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

October 13th, 2022 by Jeremy Richter & Tracy Richier
date NAME OF PERSON BEING ACKNOWLEDGED



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.

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

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



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the **NSP PayPort** online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

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 the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

****Please Submit this form with your completed application to the Liquor Control Commission****

Trade Name Famous Dave's Ribs, Inc.

Name of Person Being Fingerprinted: Jeremy E. Richter

Date of Birth: 02/29/1980 Last 4 SSN: _____

Date fingerprints were taken: _____

Location where fingerprints were taken: _____

How was payment made to NSP?
 NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES



SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

APPLICATION FOR LIQUOR LICENSE
AND CORPORATE MANAGER

POLICE REPORT

Date of City Council Meeting: November 15, 2022 Due to City Clerk: ASAP

Applicant: Famous Dave's Ribs, Inc. dba "Famous Dave's"

Location/Address: 2015 Pratt Avenue, Bellevue

Requested Action:

Recommendation to approve application for Jeremy E. Richter of Famous Dave's Ribs, Inc. dba "Famous Dave's" at 2015 Pratt Avenue, Bellevue.

Individuals to be Checked:

	<u>Name & Address</u>	<u>DOB</u>
1.	<u>Jeremy E. Richter, 1745 S. 77th Street, Lincoln, NE 68506</u>	<u>02/29/1980</u>
2.	<u>Tracy Richter, 1745 S. 77th Street, Lincoln, NE 68506</u>	<u>05/29/1976</u>

Comments:

Approved

Signature of Reviewer: Cpt. K. Strocher #171 Date: 11-8-22

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12a.
11/15/2022

COUNCIL MEETING DATE: 11/01/2022		SUBMITTED BY: Administration	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

An Ordinance to redefine ward boundaries due to 2022 annexations.

SYNOPSIS/BACKGROUND:

The ward boundaries were last changed in 2020 by Ord. No. 4066 as a result of the 2020 Census. Due to annexations completed earlier this year, the ward boundaries must be adjusted once again. The city contracted with MAPA to assist in this effort.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approval to redefine ward boundaries due to the 2022 annexations.

ATTACHMENTS:

- Current Ward Map
- Ordinance No. 4111
- Proposed Ward Map
-
-
-

SIGNATURES:

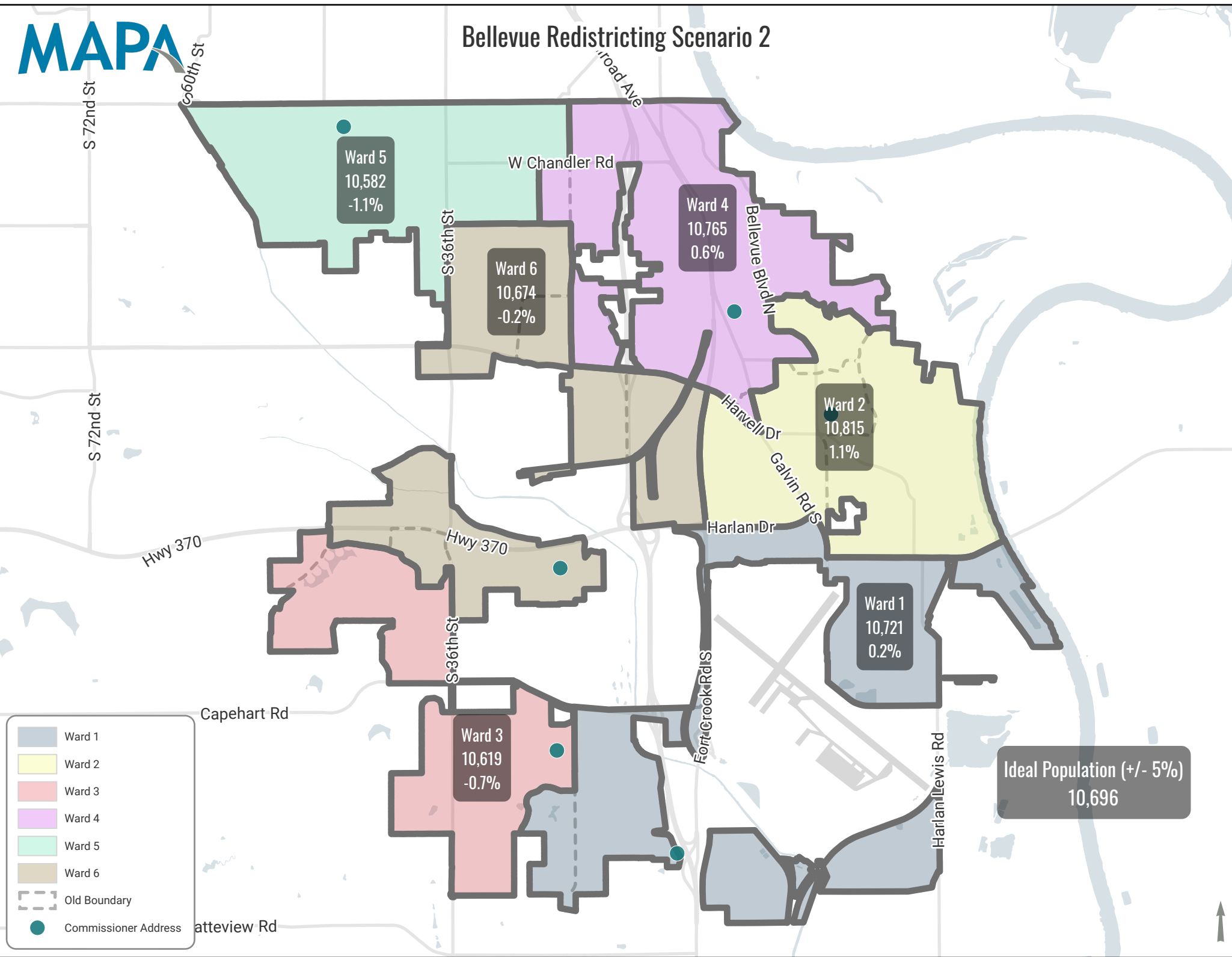
LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

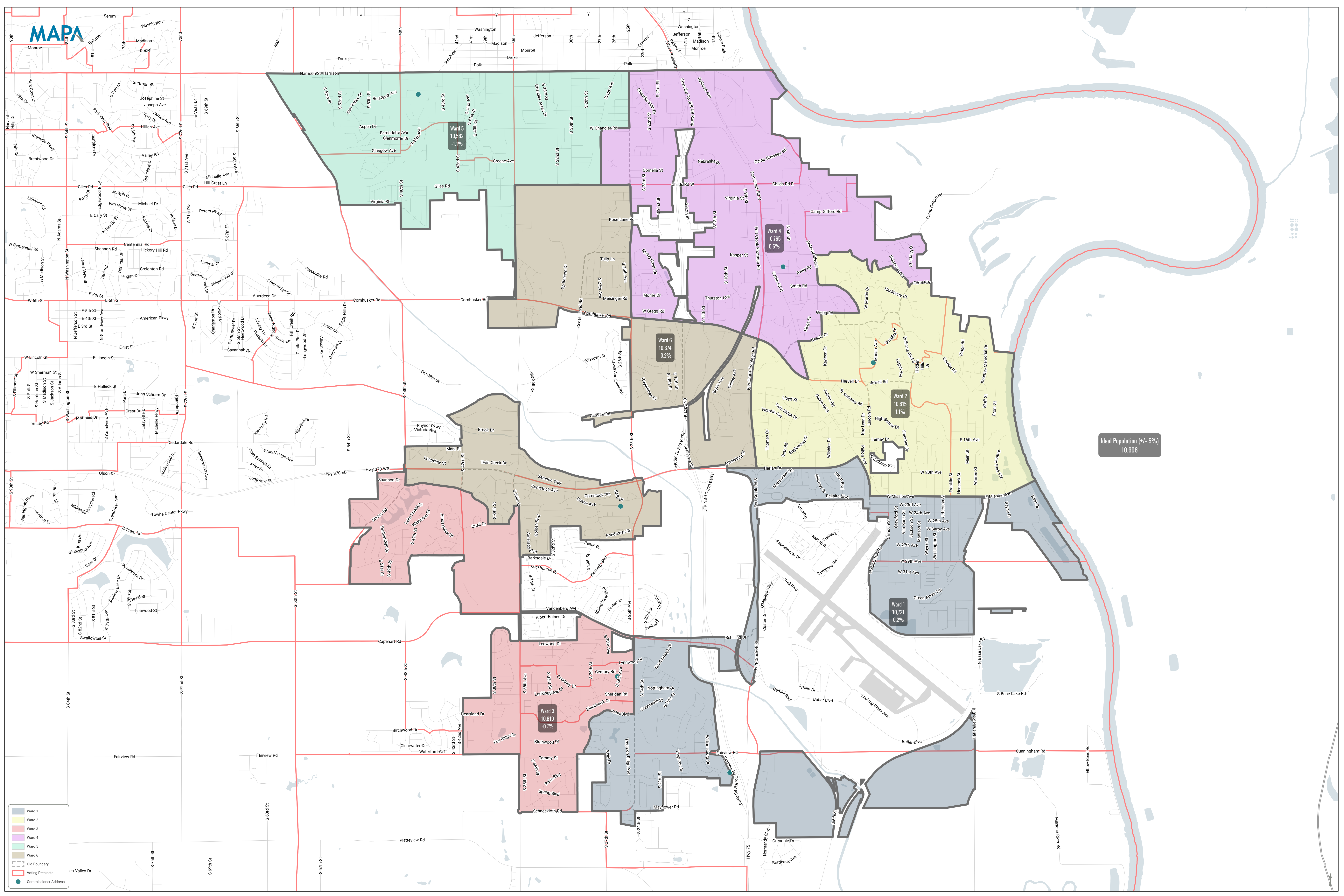
A. Beyerbach
[Signature]
[Signature]

Bellevue Redistricting Scenario 2



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

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



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

Legend:

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

ORDINANCE NO. 4111

AN ORDINANCE TO AMEND SECTION 9-3 OF THE BELLEVUE MUNICIPAL CODE TO PROVIDE FOR REVISED CITY COUNCIL WARD BOUNDARIES; TO REPEAL SECTION 9-3 OF THE BELLEVUE MUNICIPAL CODE AS HERETOFORE EXISTING; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section I. That Section 9-3 of the Bellevue Municipal Code is hereby amended to read as follows:

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

(1) Ward One.

- a. Ward 1 shall contain the part of the City of Bellevue beginning at the intersection of Galvin Road and Harlan Drive, south and east along Galvin Road to Lincoln Road, south along Lincoln Road to 24th Avenue, east along 24th Avenue to Calhoun Street, south along Calhoun Street to Modification Road, south and west along Modification Road to 29th Avenue, east along 29th Avenue to the east Bellevue city limit, south along the east Bellevue city limit to the south Bellevue city limit, west and north along the west Bellevue city limit to Modification Road, north and east along Modification Road to Calhoun Street, north along Calhoun Street to the south Bellevue city limit, west along the south Bellevue city limit to Fort Crook Road, south along Fort Crook Road to the east Bellevue city limit, south along the east Bellevue city limit to 5th Street, south along 5th Street to the south Bellevue city limit, west along the south Bellevue city limit to US Highway 75, north along US Highway 75 to the east Bellevue city limit, south along the east Bellevue city limit to the south Bellevue city limit, west along the south Bellevue city limit to Schneekloth Road, west along Schneekloth Road to 36th Street, north along 36th Street to Blackhawk Drive, east along Blackhawk Drive to Lone Tree Road, east along Lone Tree Road to Blackhawk Drive, east along Blackhawk Drive to 25th Street, north along 25th Street to Capehart Road, east along Capehart Road to the west Bellevue city limit, north along the west Bellevue city limit to Fort Crook Road, north along Fort Crook Road to Harlan Drive, east along Harlan Drive to the point of beginning; and
- b. The part of the City of Bellevue to the south of Offutt Air Force Base and east of Fort Crook Road.

(2) Ward Two.

- a. Ward 2 shall contain the part of the City of Bellevue beginning at the intersection of Galvin Road and Harlan Drive, south and east along Galvin Road to Lincoln Road, south along Lincoln Road to 24th Avenue, east along 24th Avenue to Calhoun Street, south along Calhoun Street to Modification Road, south and west along Modification Road to 29th Avenue, east along 29th Avenue to the east Bellevue city limit, north and east along the east Bellevue city limit to Camp Gifford Road, south and west along Camp Gifford Road to Bellevue Boulevard, south along Bellevue Boulevard to Lincoln Road, south along Lincoln Road to Bellevue Boulevard, east along Bellevue Boulevard to Marian Avenue, south and west along Marian Avenue to Lincoln Road, south along Lincoln Road to Harvell Drive, west along Harvell Drive to Galvin Road, south along Galvin Road to the point of beginning; and
- b. Excluding tax lot 2A2 36-14-13.

(3) Ward Three.

- a. Ward 3 shall contain the part of the City of Bellevue beginning at the intersection of Hwy 370 and 48th Street, north along 48th Street to the north Bellevue city limit, east along the north Bellevue city limit to 36th Street, south along 36th Street to Capehart Road, east along Capehart Road to 25th Street, south along 25th Street to Blackhawk Drive, west along Blackhawk Drive to Lone Tree Road, west along Lone Tree Road to Blackhawk Drive, west along Blackhawk Drive to 36th Street, south along 36th Street to the south Bellevue city limit, west along the south Bellevue city limit to the west Bellevue city limit, north along the west Bellevue city limit to the north Bellevue city limit, east along the north Bellevue city limit to the west Bellevue city limit, north along the west Bellevue city limit to 36th Street to Capehart Road, west along Capehart Road to the south Bellevue city limit, west along the south Bellevue city limit to the west Bellevue city limit, north along the west Bellevue city limit to the point of beginning; and

b. Excluding S1/2 SW1/4 4-13-13, tax lots 7B & 8 4-13-13, and tax lots 1 & 2B2 9-13-13.

(4) Ward Four.

Ward 4 shall contain the part of the City of Bellevue beginning at the intersection of Harvell Drive and Lincoln Road, north along Lincoln Road to Marian Avenue, east and north along Marian Avenue to Bellevue Boulevard, west along Bellevue Boulevard to Lincoln Road, north along Lincoln Road to Bellevue Boulevard, north and west along Bellevue Boulevard to Camp Gifford Road, east and north along Camp Gifford Road to the east Bellevue city limit, north along the east Bellevue city limit to Harrison Street, west along Harrison Street to 25th Street, south along 25th Street to Cornhusker Road, east along Cornhusker Road to Harvell Drive, east along Harvell Drive to point of beginning.

(5) Ward Five.

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

(6) Ward Six

a. Ward 6 shall contain the part of the City of Bellevue beginning at the intersection of 36th Street and Cornhusker Road, north along 36th Street to Childs Road, east along Childs Road to 25th Street, south along 25th Street to Cornhusker Road, east along Cornhusker Road to Harvell Drive, east along Harvell Drive to Galvin Road, south along Galvin Road to Harlan Drive, west along Harlan Drive to the south Bellevue city limits, west along the south Bellevue city limits to 25th Street, north along 25th Street to Cornhusker Road, west along Cornhusker road to the south Bellevue city limits, west along the south Bellevue city limits to the west Bellevue city limits, north along the west Bellevue city limits to Cornhusker Road, east along Cornhusker Road to the point of beginning; and

b. The part of the City of Bellevue beginning at the north Bellevue city limits and 36th Street, east along the north Bellevue city limit to the east Bellevue city limit, south along the east Bellevue city limit to the south Bellevue city limit, west along the south Bellevue city limit to 36th Street, north along 36th Street to the point of beginning.

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

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

ADOPTED by the Mayor and City Council this _____ day of _____ 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

COUNCIL MEETING DATE: 11/15/2022		SUBMITTED BY: Tammi Palm		Planning Manager	
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION	<input type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:
Request to annex miscellaneous rights-of-way. Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:
The City of Bellevue is proposing to annex miscellaneous rights-of-way. These rights-of-way were inadvertently excluded in past annexation packages over the years. The overall annexation package consists of eight different areas. Staff worked with Sarpy County GIS to determine legal descriptions and mapping for these areas.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

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

ATTACHMENTS:

1. PC Recommendation	2. Staff Memo w/ Maps	3. Ord. No. 4112
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: Abree Robbins

FINANCE APPROVAL AS TO FORM: [Signature]

ADMINISTRATOR APPROVAL AS TO FORM: [Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: December 6, 2022

REQUEST: to annex miscellaneous Rights-of-Way.

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

APPROVAL as presented.

VOTE:

Yes:	Seven:	No:	Zero:	Abstain:	Zero:	Absent:	Two:
	Hankins						Aerni
	Ritz						Ackley
	Sims						
	Cutsforth						
	Bennett						
	Jacobson						
	Perrin						

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



We Influence The World!

City of Bellevue
Planning Department
1510 Wall St. • Bellevue, Nebraska • 68005 • 402-293-3026

To: City Council
Mayor Rusty Hike
City Administrator Jim Ristow
From: Angela Curry, Assistant Planning Manager
Date: November 7, 2022
Subject: City of Bellevue annexation proposal

The City of Bellevue is proposing to annex into the city limits miscellaneous rights-of-way as shown on the attached maps. Staff worked with Sarpy County GIS to determine legal descriptions for these areas.

These rights-of-way were inadvertently excluded in past annexation packages over the years. The overall annexation package consists of eight different areas.

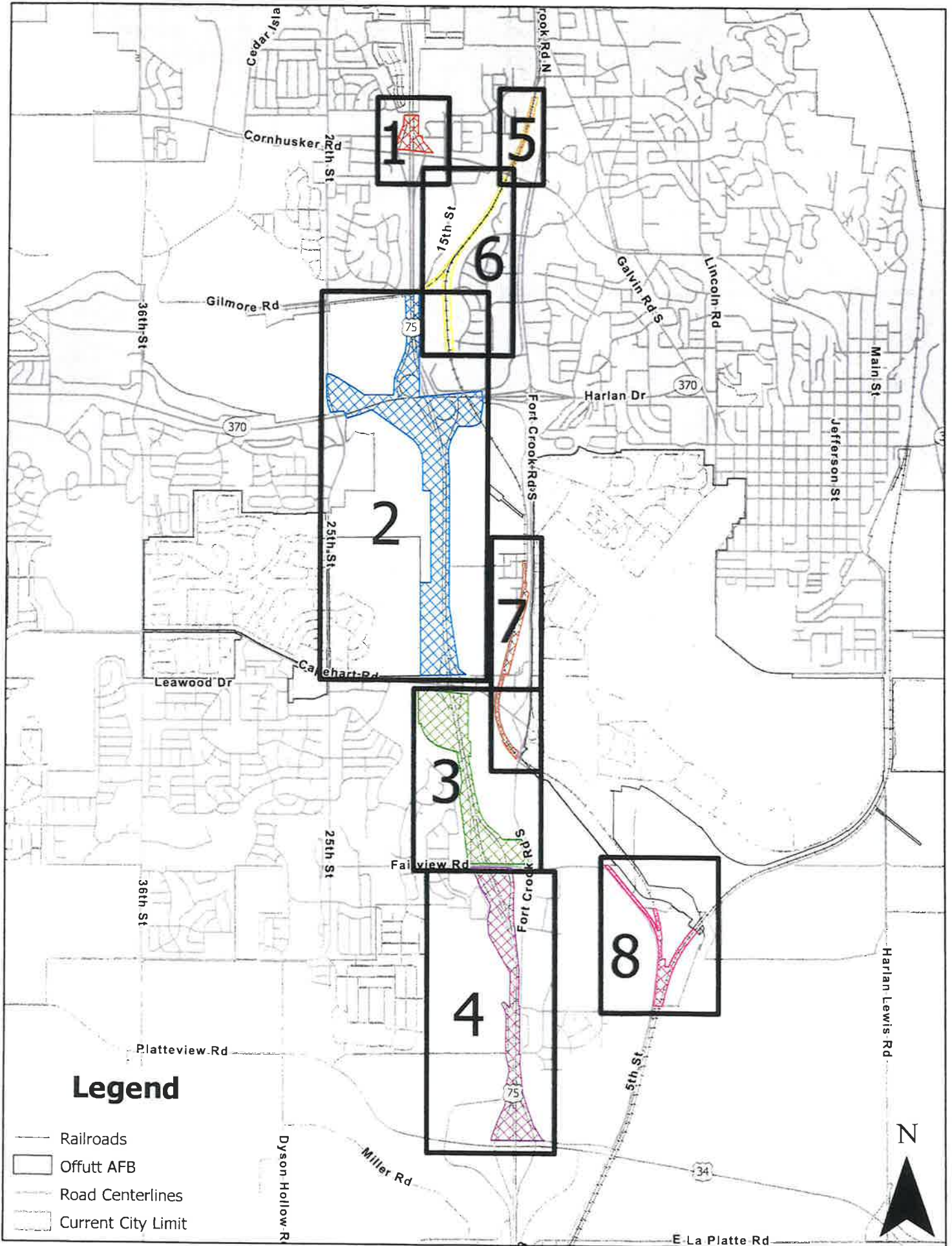
The purpose of this annexation is to fill in gaps left from previous annexations. Although the railroad rights-of-way will not be impacted, the Police Department will be able to patrol the State right-of-way.

PLANNING DEPARTMENT RECOMMENDATION

APPROVAL of the proposed annexation as presented.

PLANNING COMMISSION RECOMMENDATION

APPROVAL of the proposed annexation as presented.



1

5

15th St

6

2

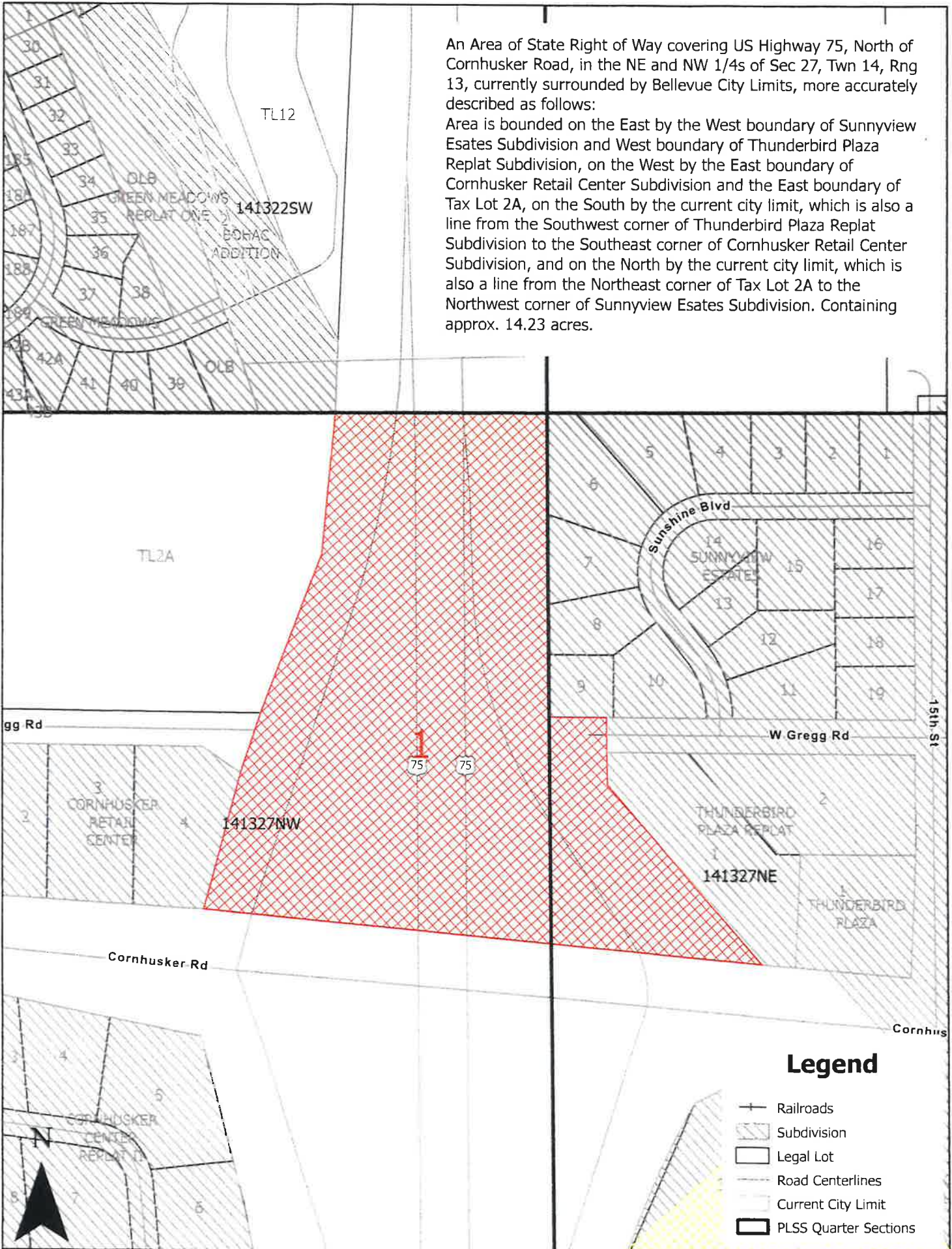
7

3

8

4

N

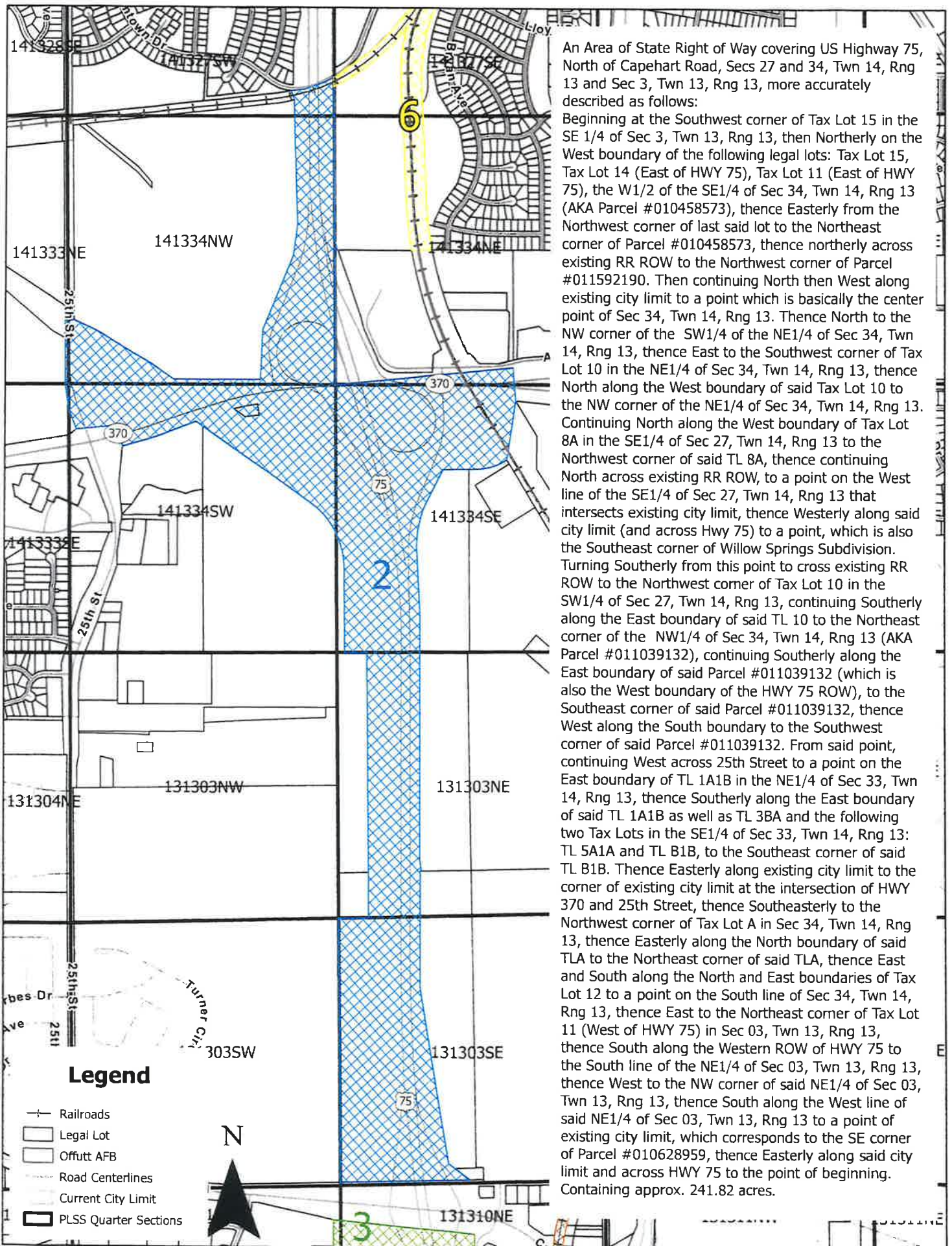


An Area of State Right of Way covering US Highway 75, North of Cornhusker Road, in the NE and NW 1/4s of Sec 27, Twn 14, Rng 13, currently surrounded by Bellevue City Limits, more accurately described as follows:

Area is bounded on the East by the West boundary of Sunnyview Esates Subdivision and West boundary of Thunderbird Plaza Replat Subdivision, on the West by the East boundary of Cornhusker Retail Center Subdivision and the East boundary of Tax Lot 2A, on the South by the current city limit, which is also a line from the Southwest corner of Thunderbird Plaza Replat Subdivision to the Southeast corner of Cornhusker Retail Center Subdivision, and on the North by the current city limit, which is also a line from the Northeast corner of Tax Lot 2A to the Northwest corner of Sunnyview Esates Subdivision. Containing approx. 14.23 acres.

Legend

- Railroads
- Subdivision
- Legal Lot
- Road Centerlines
- Current City Limit
- PLSS Quarter Sections



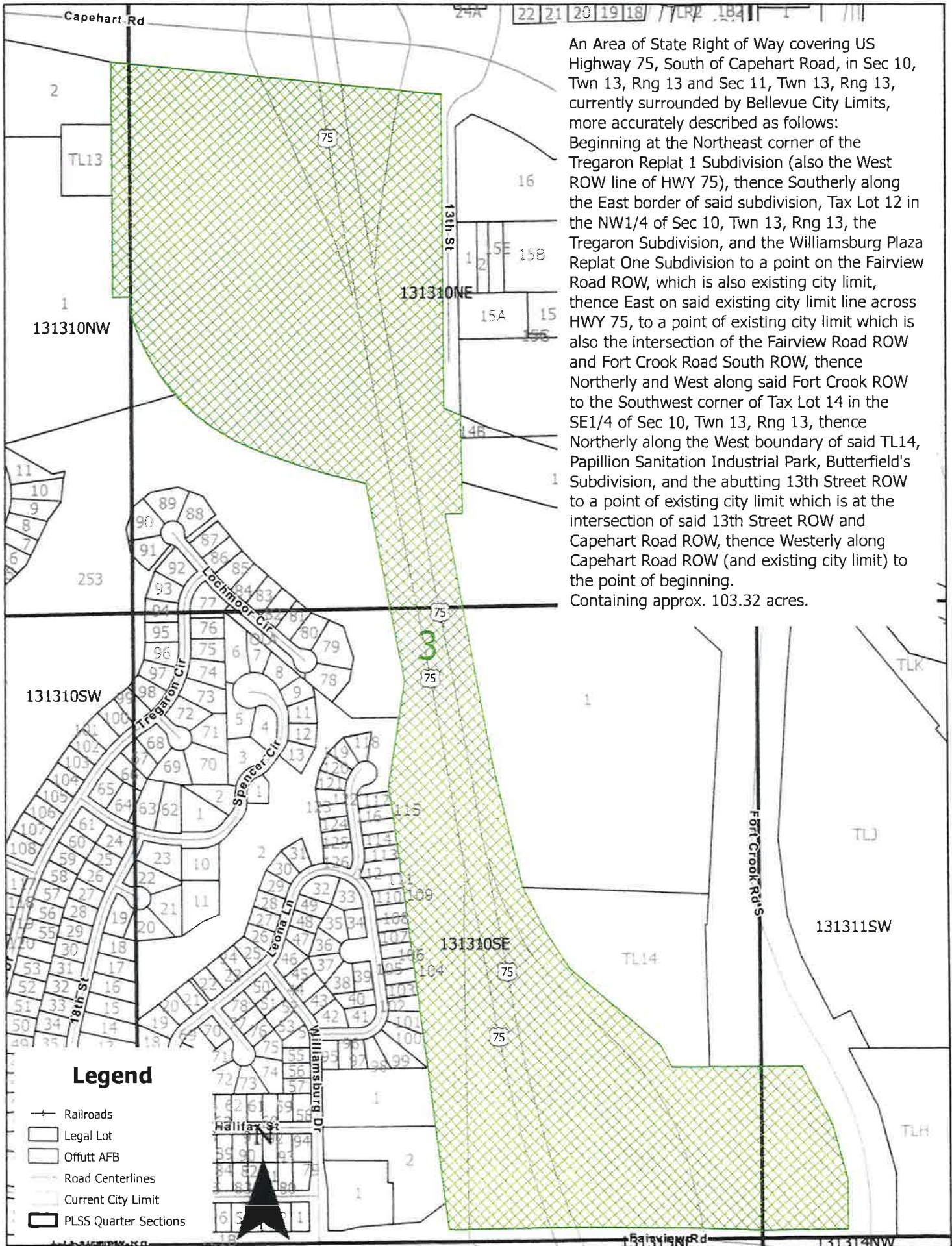
An Area of State Right of Way covering US Highway 75, North of Capehart Road, Secs 27 and 34, Twn 14, Rng 13 and Sec 3, Twn 13, Rng 13, more accurately described as follows:

Beginning at the Southwest corner of Tax Lot 15 in the SE 1/4 of Sec 3, Twn 13, Rng 13, then Northerly on the West boundary of the following legal lots: Tax Lot 15, Tax Lot 14 (East of HWY 75), Tax Lot 11 (East of HWY 75), the W1/2 of the SE1/4 of Sec 34, Twn 14, Rng 13 (AKA Parcel #010458573), thence Easterly from the Northwest corner of last said lot to the Northeast corner of Parcel #010458573, thence northerly across existing RR ROW to the Northwest corner of Parcel #011592190. Then continuing North then West along existing city limit to a point which is basically the center point of Sec 34, Twn 14, Rng 13. Thence North to the NW corner of the SW1/4 of the NE1/4 of Sec 34, Twn 14, Rng 13, thence East to the Southwest corner of Tax Lot 10 in the NE1/4 of Sec 34, Twn 14, Rng 13, thence North along the West boundary of said Tax Lot 10 to the NW corner of the NE1/4 of Sec 34, Twn 14, Rng 13. Continuing North along the West boundary of Tax Lot 8A in the SE1/4 of Sec 27, Twn 14, Rng 13 to the Northwest corner of said TL 8A, thence continuing North across existing RR ROW, to a point on the West line of the SE1/4 of Sec 27, Twn 14, Rng 13 that intersects existing city limit, thence Westerly along said city limit (and across Hwy 75) to a point, which is also the Southeast corner of Willow Springs Subdivision. Turning Southerly from this point to cross existing RR ROW to the Northwest corner of Tax Lot 10 in the SW1/4 of Sec 27, Twn 14, Rng 13, continuing Southerly along the East boundary of said TL 10 to the Northeast corner of the NW1/4 of Sec 34, Twn 14, Rng 13 (AKA Parcel #011039132), continuing Southerly along the East boundary of said Parcel #011039132 (which is also the West boundary of the HWY 75 ROW), to the Southeast corner of said Parcel #011039132, thence West along the South boundary to the Southwest corner of said Parcel #011039132. From said point, continuing West across 25th Street to a point on the East boundary of TL 1A1B in the NE1/4 of Sec 33, Twn 14, Rng 13, thence Southerly along the East boundary of said TL 1A1B as well as TL 3BA and the following two Tax Lots in the SE1/4 of Sec 33, Twn 14, Rng 13: TL 5A1A and TL B1B, to the Southeast corner of said TL B1B. Thence Easterly along existing city limit to the corner of existing city limit at the intersection of HWY 370 and 25th Street, thence Southeasterly to the Northwest corner of Tax Lot A in Sec 34, Twn 14, Rng 13, thence Easterly along the North boundary of said TLA to the Northeast corner of said TLA, thence East and South along the North and East boundaries of Tax Lot 12 to a point on the South line of Sec 34, Twn 14, Rng 13, thence East to the Northeast corner of Tax Lot 11 (West of HWY 75) in Sec 03, Twn 13, Rng 13, thence South along the Western ROW of HWY 75 to the South line of the NE1/4 of Sec 03, Twn 13, Rng 13, thence West to the NW corner of said NE1/4 of Sec 03, Twn 13, Rng 13, thence South along the West line of said NE1/4 of Sec 03, Twn 13, Rng 13 to a point of existing city limit, which corresponds to the SE corner of Parcel #010628959, thence Easterly along said city limit and across HWY 75 to the point of beginning. Containing approx. 241.82 acres.

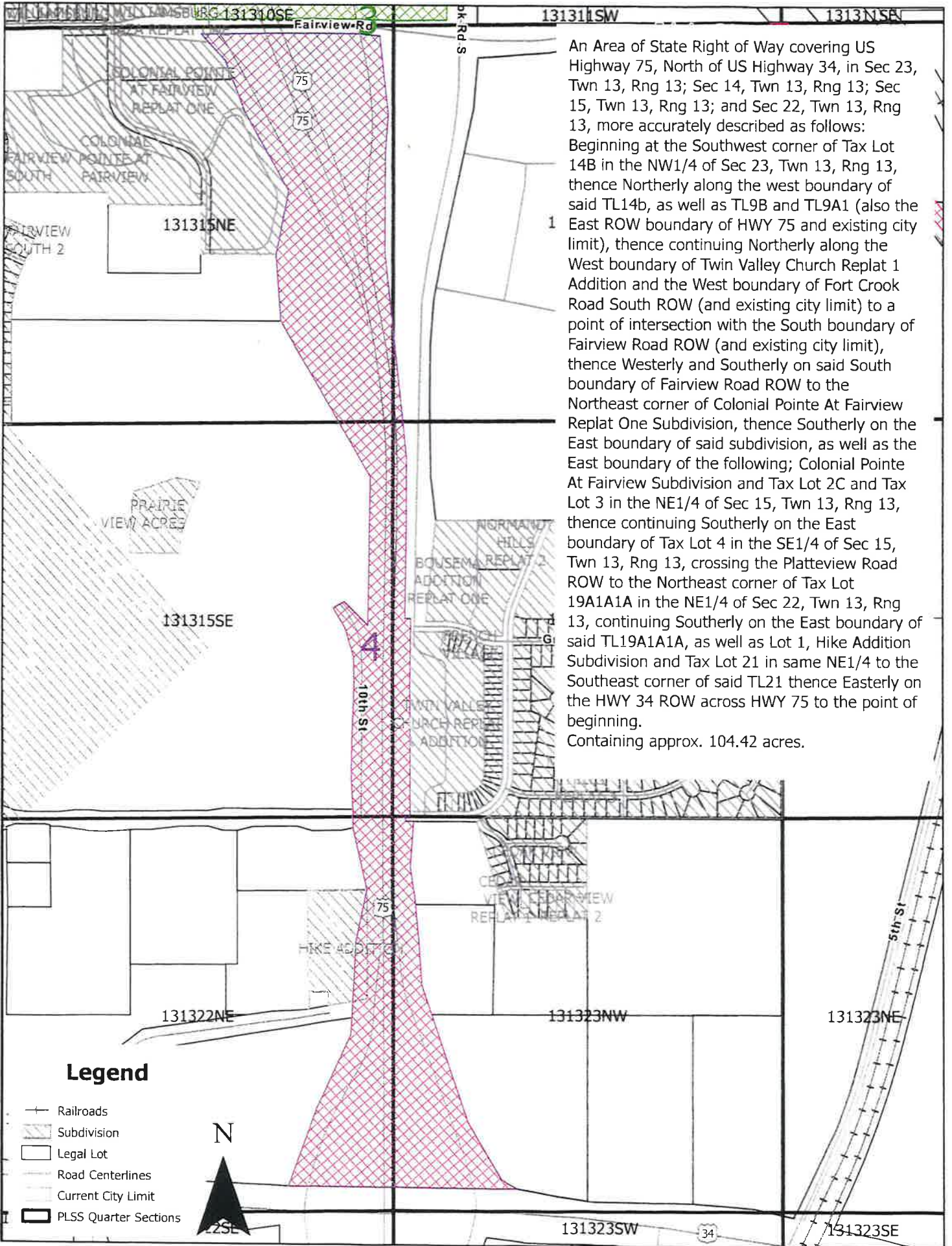
Legend

- Railroads
- Legal Lot
- Offutt AFB
- Road Centerlines
- Current City Limit
- PLS Quarter Sections





An Area of State Right of Way covering US Highway 75, South of Capehart Road, in Sec 10, Twn 13, Rng 13 and Sec 11, Twn 13, Rng 13, currently surrounded by Bellevue City Limits, more accurately described as follows: Beginning at the Northeast corner of the Tregaron Replat 1 Subdivision (also the West ROW line of HWY 75), thence Southerly along the East border of said subdivision, Tax Lot 12 in the NW1/4 of Sec 10, Twn 13, Rng 13, the Tregaron Subdivision, and the Williamsburg Plaza Replat One Subdivision to a point on the Fairview Road ROW, which is also existing city limit, thence East on said existing city limit line across HWY 75, to a point of existing city limit which is also the intersection of the Fairview Road ROW and Fort Crook Road South ROW, thence Northerly and West along said Fort Crook ROW to the Southwest corner of Tax Lot 14 in the SE1/4 of Sec 10, Twn 13, Rng 13, thence Northerly along the West boundary of said TL14, Papillion Sanitation Industrial Park, Butterfield's Subdivision, and the abutting 13th Street ROW to a point of existing city limit which is at the intersection of said 13th Street ROW and Capehart Road ROW, thence Westerly along Capehart Road ROW (and existing city limit) to the point of beginning. Containing approx. 103.32 acres.



An Area of State Right of Way covering US Highway 75, North of US Highway 34, in Sec 23, Twn 13, Rng 13; Sec 14, Twn 13, Rng 13; Sec 15, Twn 13, Rng 13; and Sec 22, Twn 13, Rng 13, more accurately described as follows:

Beginning at the Southwest corner of Tax Lot 14B in the NW1/4 of Sec 23, Twn 13, Rng 13, thence Northerly along the west boundary of said TL14b, as well as TL9B and TL9A1 (also the

- 1 East ROW boundary of HWY 75 and existing city limit), thence continuing Northerly along the West boundary of Twin Valley Church Replat 1 Addition and the West boundary of Fort Crook Road South ROW (and existing city limit) to a point of intersection with the South boundary of Fairview Road ROW (and existing city limit), thence Westerly and Southerly on said South boundary of Fairview Road ROW to the Northeast corner of Colonial Pointe At Fairview Replat One Subdivision, thence Southerly on the East boundary of said subdivision, as well as the East boundary of the following; Colonial Pointe At Fairview Subdivision and Tax Lot 2C and Tax Lot 3 in the NE1/4 of Sec 15, Twn 13, Rng 13, thence continuing Southerly on the East boundary of Tax Lot 4 in the SE1/4 of Sec 15, Twn 13, Rng 13, crossing the Platteview Road ROW to the Northeast corner of Tax Lot 19A1A1A in the NE1/4 of Sec 22, Twn 13, Rng 13, continuing Southerly on the East boundary of said TL19A1A1A, as well as Lot 1, Hike Addition Subdivision and Tax Lot 21 in same NE1/4 to the Southeast corner of said TL21 thence Easterly on the HWY 34 ROW across HWY 75 to the point of beginning.

Containing approx. 104.42 acres.

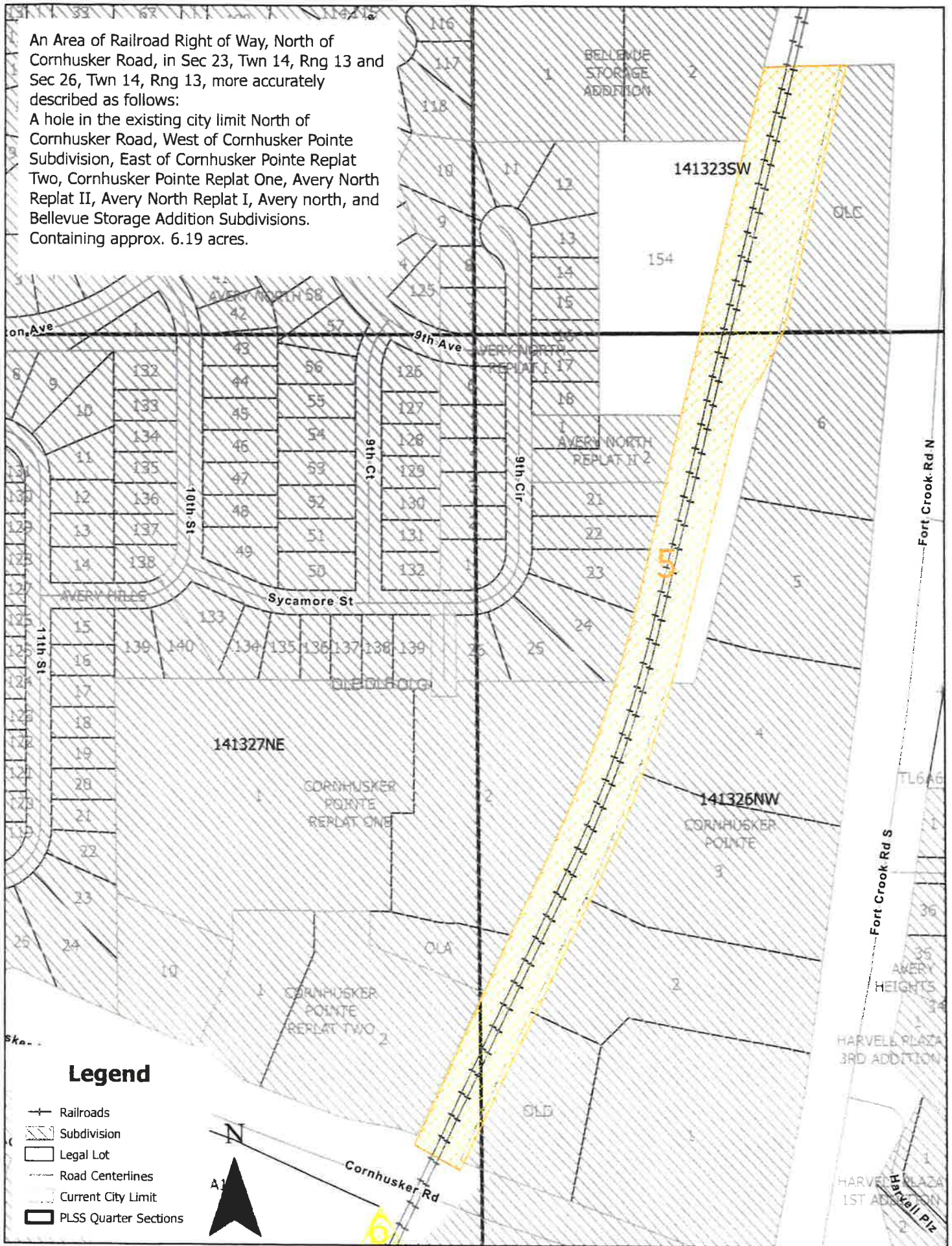
Legend

- +— Railroads
- ▨ Subdivision
- Legal Lot
- Road Centerlines
- Current City Limit
- ▭ PLSS Quarter Sections



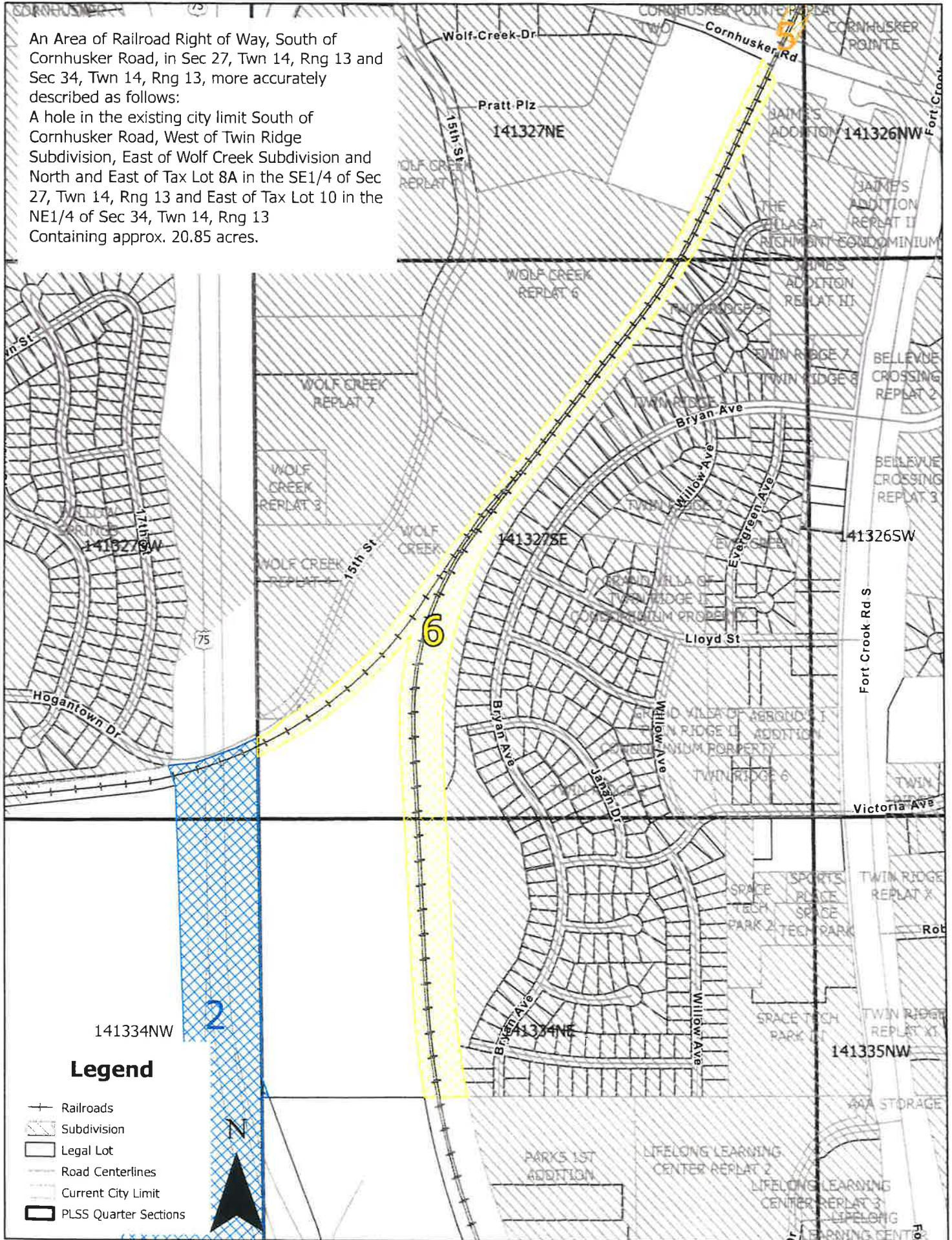
An Area of Railroad Right of Way, North of Cornhusker Road, in Sec 23, Twn 14, Rng 13 and Sec 26, Twn 14, Rng 13, more accurately described as follows:

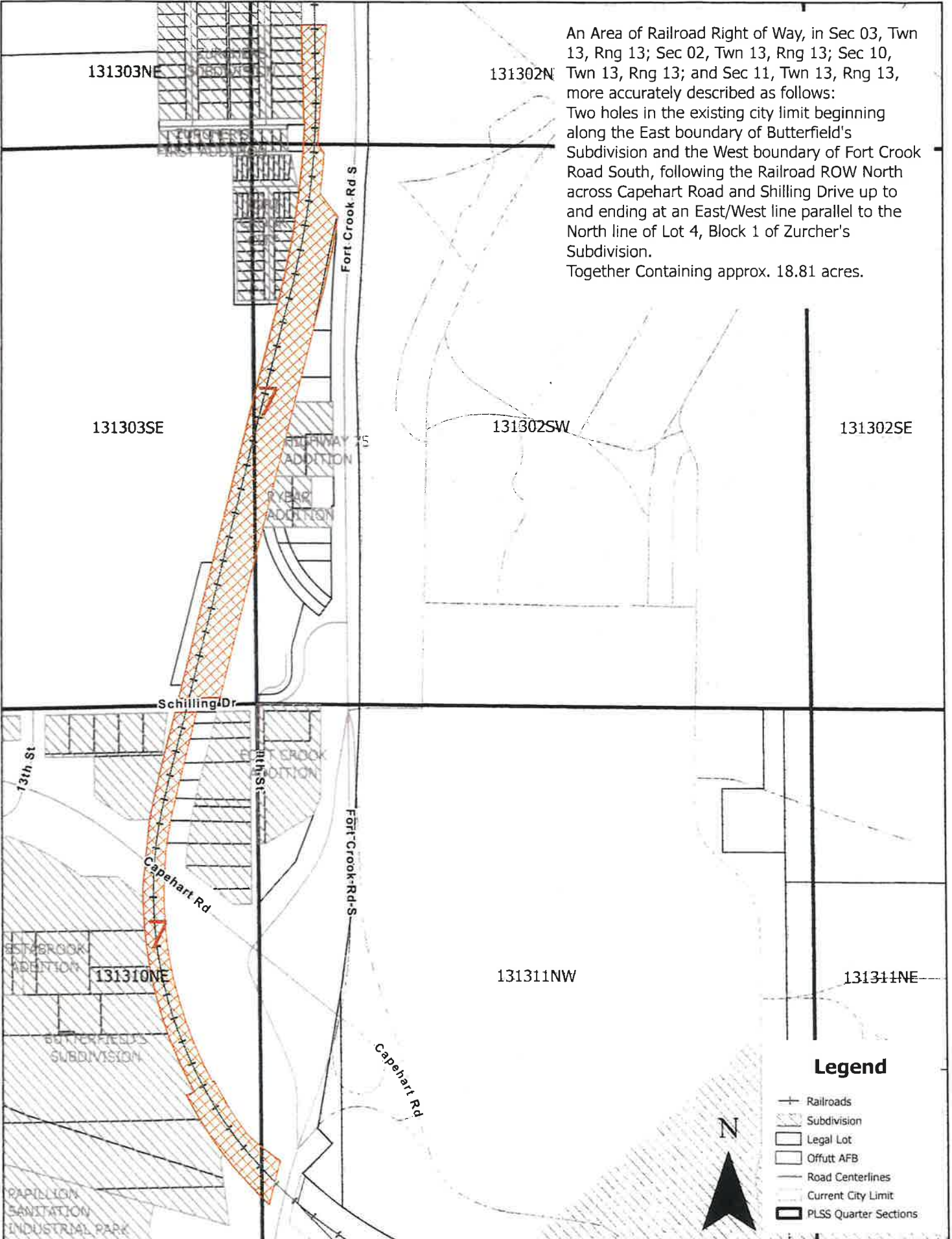
A hole in the existing city limit North of Cornhusker Road, West of Cornhusker Pointe Subdivision, East of Cornhusker Pointe Replat Two, Cornhusker Pointe Replat One, Avery North Replat II, Avery North Replat I, Avery north, and Bellevue Storage Addition Subdivisions. Containing approx. 6.19 acres.



An Area of Railroad Right of Way, South of Cornhusker Road, in Sec 27, Twn 14, Rng 13 and Sec 34, Twn 14, Rng 13, more accurately described as follows:

A hole in the existing city limit South of Cornhusker Road, West of Twin Ridge Subdivision, East of Wolf Creek Subdivision and North and East of Tax Lot 8A in the SE1/4 of Sec 27, Twn 14, Rng 13 and East of Tax Lot 10 in the NE1/4 of Sec 34, Twn 14, Rng 13 Containing approx. 20.85 acres.





An Area of Railroad Right of Way, in Sec 03, Twn 13, Rng 13; Sec 02, Twn 13, Rng 13; Sec 10, Twn 13, Rng 13; and Sec 11, Twn 13, Rng 13, more accurately described as follows:

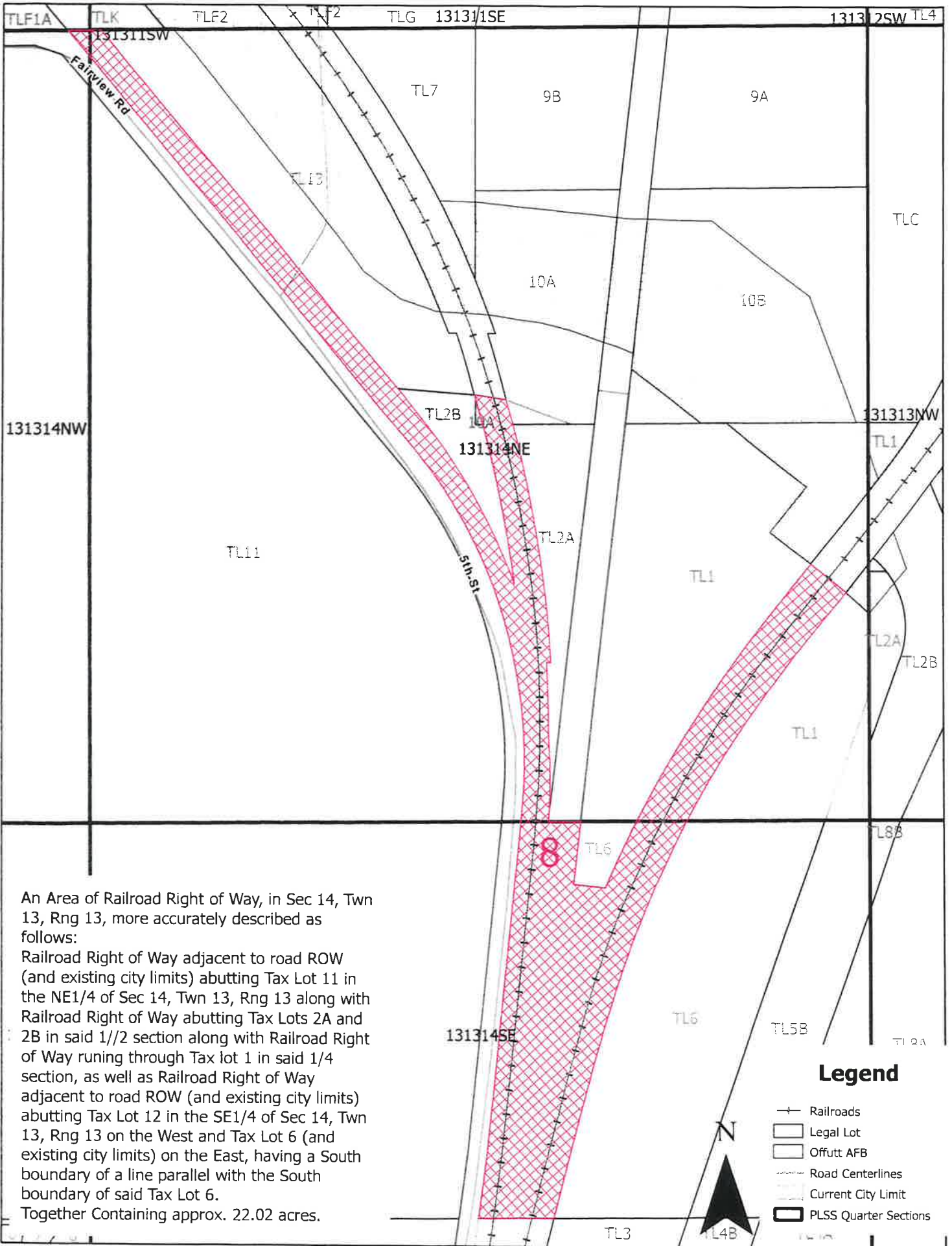
Two holes in the existing city limit beginning along the East boundary of Butterfield's Subdivision and the West boundary of Fort Crook Road South, following the Railroad ROW North across Capehart Road and Schilling Drive up to and ending at an East/West line parallel to the North line of Lot 4, Block 1 of Zurcher's Subdivision.

Together Containing approx. 18.81 acres.

Legend

- + Railroads
- Subdivision
- Legal Lot
- Offutt AFB
- Road Centerlines
- Current City Limit
- PLSS Quarter Sections





An Area of Railroad Right of Way, in Sec 14, Twn 13, Rng 13, more accurately described as follows:

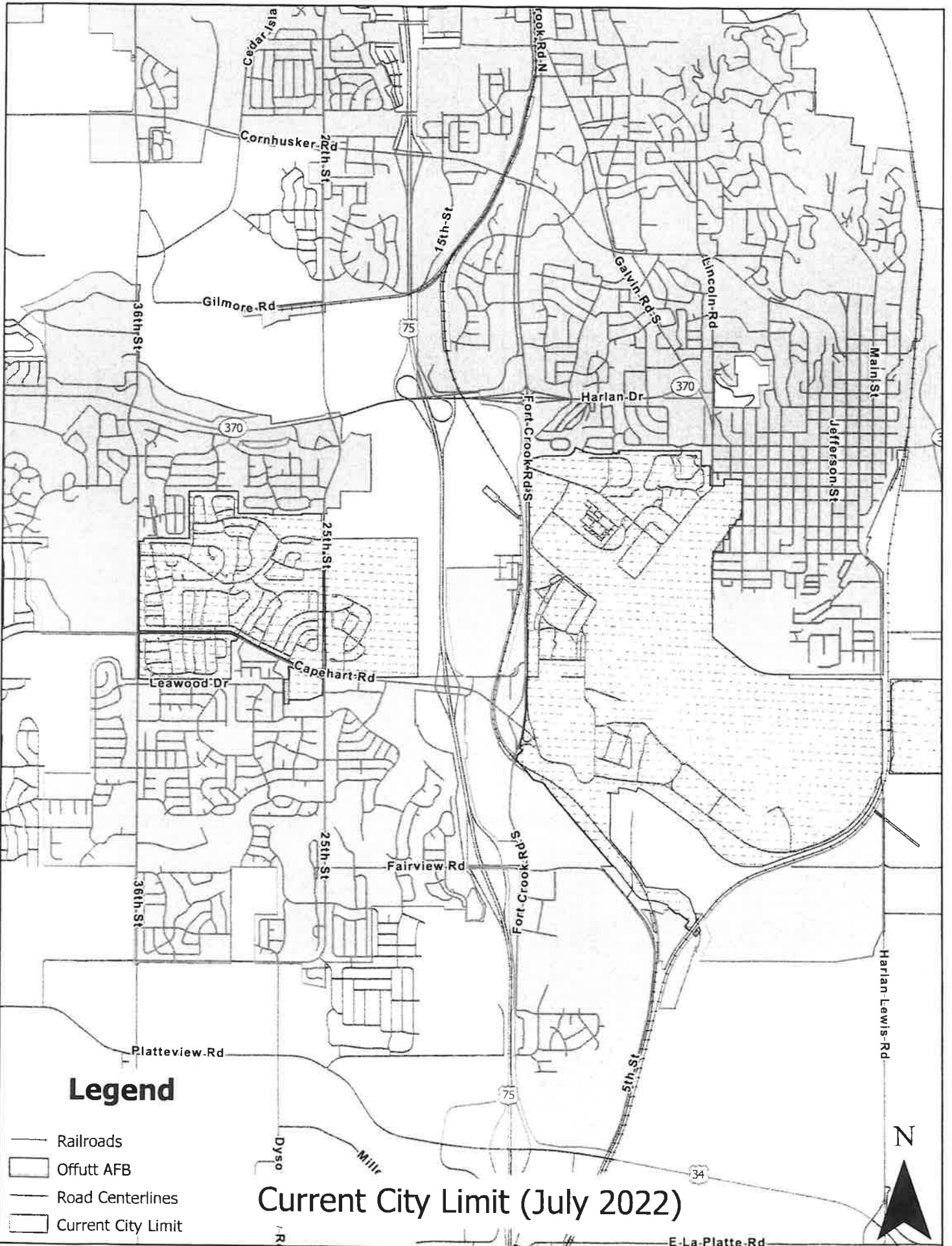
Railroad Right of Way adjacent to road ROW (and existing city limits) abutting Tax Lot 11 in the NE1/4 of Sec 14, Twn 13, Rng 13 along with Railroad Right of Way abutting Tax Lots 2A and 2B in said 1/2 section along with Railroad Right of Way running through Tax lot 1 in said 1/4 section, as well as Railroad Right of Way adjacent to road ROW (and existing city limits) abutting Tax Lot 12 in the SE1/4 of Sec 14, Twn 13, Rng 13 on the West and Tax Lot 6 (and existing city limits) on the East, having a South boundary of a line parallel with the South boundary of said Tax Lot 6.

Together Containing approx. 22.02 acres.





Legend

- +— Railroads
- Legal Lot
- Offutt AFB
- Road Centerlines
- - - Current City Limit
- PLSS Quarter Sections





Legend

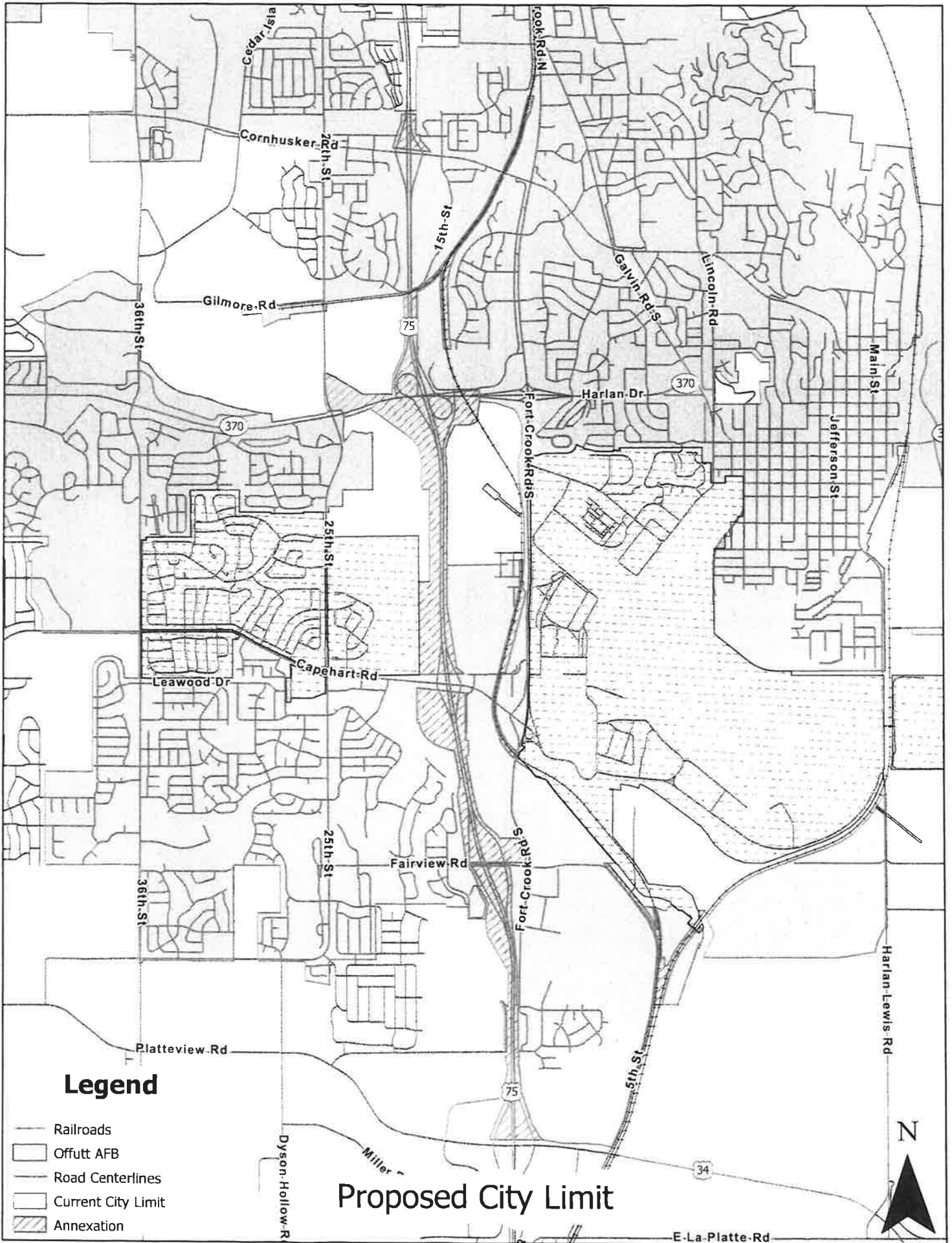
-  Railroads
-  Offutt AFB
-  Road Centerlines
-  Current City Limit

Current City Limit (July 2022)

N



E-La-Platte-Rd



ORDINANCE NO. 4112

AN ORDINANCE TO ANNEX TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, CERTAIN LANDS, LOTS AND REAL ESTATE LYING WITHIN THE BELOW DESCRIBED BOUNDARIES, TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, AND DESIGNATING AN EFFECTIVE DATE.

WHEREAS ALL OF THE LOTS, LANDS, AND REAL ESTATE LYING WITHIN THE BOUNDARIES DESCRIBED AS FOLLOWS TO WIT:

An Area of State Right of Way covering US Highway 75, North of Cornhusker Road, in the NE and NW 1/4s of Sec 27, Twn 14, Rng 13, currently surrounded by Bellevue City Limits, more accurately described as follows: Area is bounded on the East by the West boundary of Sunnyview Estates Subdivision and West boundary of Thunderbird Plaza Replat Subdivision, on the West by the East boundary of Cornhusker Retail Center Subdivision and the East boundary of Tax Lot 2A, on the South by the current city limit, which is also a line from the Southwest corner of Thunderbird Plaza Replat Subdivision to the Southeast corner of Cornhusker Retail Center Subdivision, and on the North by the current city limit, which is also a line from the Northeast corner of Tax Lot 2A to the Northwest corner of Sunnyview Estates Subdivision. Containing approx. 14.23 acres, and

An Area of State Right of Way covering US Highway 75, North of Capehart Road, Secs 27 and 34, Twn 14, Rng 13 and Sec 3, Twn 13, Rng 13, more accurately described as follows: beginning at the Southwest corner of Tax Lot 15 in the SE 1/4 of Sec 3, Twn 13, Rng 13, then Northerly on the West boundary of the following legal lots: Tax Lot 15, Tax Lot 14 (East of HWY 75), Tax Lot 11 (East of HWY 75), the W1/2 of the SE1/4 of Sec 34, Twn 14, Rng 13 (AKA Parcel #010458573), thence Easterly from the Northwest corner of last said lot to the Northeast corner of Parcel #010458573, thence northerly across existing RR ROW to the Northwest corner of Parcel #011592190. Then continuing North then West along existing city limit to a point which is basically the center point of Sec 34, Twn 14, Rng 13. Thence North to the NW corner of the SW1/4 of the NE1/4 of Sec 34, Twn 14, Rng 13, thence East to the Southwest corner of Tax Lot 10 in the NE1/4 of Sec 34, Twn 14, Rng 13, thence North along the West boundary of said Tax Lot 10 to the NW corner of the NE1/4 of Sec 34, Twn 14, Rng 13. Continuing North along the West boundary of Tax Lot 8A in the SE1/4 of Sec 27, Twn 14, Rng 13 to the Northwest corner of said TL 8A, thence continuing North across existing RR ROW, to a point on the West line of the SE1/4 of Sec 27, Twn 14, Rng 13 that intersects existing city limit, thence Westerly along said city limit (and across Hwy 75) to a point, which is also the Southeast corner of Willow Springs Subdivision. Turning Southerly from this point to cross existing RR ROW to the Northwest corner of Tax Lot 10 in the SW1/4 of Sec 27, Twn 14, Rng 13, continuing Southerly along the East boundary of said TL 10 to the Northeast corner of the NW1/4 of Sec 34, Twn 14, Rng 13 (AKA Parcel #011039132), continuing Southerly along the East boundary of said Parcel #011039132 (which is also the West boundary of the HWY 75 ROW), to the Southeast corner of said Parcel #011039132, thence West along the South boundary to the Southwest corner of said Parcel #011039132. From said point, continuing West across 25th Street to a point on the East boundary of TL 1A1B in the NE1/4 of Sec 33, Twn 14, Rng 13, thence Southerly along the East boundary of said TL 1A1B as well as TL 3BA and the following two Tax Lots in the SE1/4 of Sec 33, Twn 14, Rng 13: TL 5A1A and TL B1B, to the Southeast corner of said TL B1B. Thence Easterly along existing city limit to the corner of existing city limit at the intersection of HWY 370 and 25th Street, thence Southeasterly to the Northwest corner of Tax Lot A in Sec 34, Twn 14, Rng 13, thence Easterly along the North boundary of said TLA to the Northeast corner of said TLA, thence East and South along the North and East boundaries of Tax Lot 12 to a point on the South line of Sec 34,

Twn 14, Rng 13, thence East to the Northeast corner of Tax Lot 11 (West of HWY 75) in Sec 03, Twn 13, Rng 13, thence South along the Western ROW of HWY 75 to the South line of the NE1/4 of Sec 03, Twn 13, Rng 13, thence West to the NW corner of said NE1/4 of Sec 03, Twn 13, Rng 13, thence South along the West line of said NE1/4 of Sec 03, Twn 13, Rng 13 to a point of existing city limit, which corresponds to the SE corner of Parcel #010628959, thence Easterly along said city limit and across HWY 75 to the point of beginning. Containing approximately 241.82 acres, and

An Area of State Right of Way covering US Highway 75, South of Capehart Road, in Sec 10, Twn 13, Rng 13 and Sec 11, Twn 13, Rng 13, currently surrounded by Bellevue City Limits, more accurately described as follows: Beginning at the Northeast corner of the Tregaron Replat 1 Subdivision (also the West ROW line of HWY 75), thence Southerly along the East border of said subdivision, Tax Lot 12 in the NW1/4 of Sec 10, Twn 13, Rng 13, the Tregaron Subdivision, and the Williamsburg Plaza Replat One Subdivision to a point on the Fairview Road ROW, which is also existing city limit, thence East on said existing city limit line across HWY 75, to a point of existing city limit which is also the intersection of the Fairview Road ROW and Fort Crook Road South ROW, thence Northerly and West along said Fort Crook ROW to the Southwest corner of Tax Lot 14 in the SE1/4 of Sec 10, Twn 13, Rng 13, thence Northerly along the West boundary of said TL14, Papillion Sanitation Industrial Park, Butterfield's Subdivision, and the abutting 13th Street ROW to a point of existing city limit which is at the intersection of said 13th Street ROW and Capehart Road ROW, thence Westerly along Capehart Road ROW (and existing city limit) to the point of beginning. Containing approx. 103.32 acres, and

An Area of State Right of Way covering US Highway 75, North of US Highway 34, in Sec 23, Twn 13, Rng 13; Sec 14, Twn 13, Rng 13; Sec 15, Twn 13, Rng 13; and Sec 22, Twn 13, Rng 13, more accurately described as follows: Beginning at the Southwest corner of Tax Lot 14B in the NW1/4 of Sec 23, Twn 13, Rng 13, thence Northerly along the west boundary of said TL14b, as well as TL9B and TL9A1 (also the East ROW boundary of HWY 75 and existing city limit), thence continuing Northerly along the West boundary of Twin Valley Church Replat 1 Addition and the West boundary of Fort Crook Road South ROW (and existing city limit) to a point of intersection with the South boundary of Fairview Road ROW (and existing city limit), thence Westerly and Southerly on said South boundary of Fairview Road ROW to the Northeast corner of Colonial Pointe At Fairview Replat One Subdivision, thence Southerly on the East boundary of said subdivision, as well as the East boundary of the following; Colonial Pointe At Fairview Subdivision and Tax Lot 2C and Tax Lot 3 in the NE1/4 of Sec 15, Twn 13, Rng 13, thence continuing Southerly on the East boundary of Tax Lot 4 in the SE1/4 of Sec 15, Twn 13, Rng 13, crossing the Platteview Road ROW to the Northeast corner of Tax Lot 19A1A1A in the NE1/4 of Sec 22, Twn 13, Rng 13, continuing Southerly on the East boundary of said TL19A1A1A, as well as Lot 1, Hike Addition Subdivision and Tax Lot 21 in same NE1/4 to the Southeast corner of said TL21 thence Easterly on the HWY 34 ROW across HWY 75 to the point of beginning. Containing approximately 104.42 acres, and

An Area of Railroad Right of Way, North of Cornhusker Road, in Sec 23, Twn 14, Rng 13 and Sec 26, Twn 14, Rng 13, more accurately described as follows: A hole in the existing city limit North of Cornhusker Road, West of Cornhusker Pointe Subdivision, East of Cornhusker Pointe Replat Two, Cornhusker Pointe Replat One, Avery North Replat II, Avery North Replat I, Avery north, and Bellevue Storage Addition Subdivisions. Containing approx. 6.19 acres, and

An Area of Railroad Right of Way, South of Cornhusker Road, in Sec 27, Twn 14, Rng 13 and Sec 34, Twn 14, Rng 13, more accurately described as follows: A hole in the existing city limit South of Cornhusker Road, West of Twin Ridge Subdivision, East of Wolf Creek Subdivision and North and East of Tax Lot 8A in the SE1/4 of Sec 27, Twn 14, Rng 13 and East of Tax Lot 10 in the NE1/4 of Sec 34, Twn 14, Rng 13. Containing approx. 20.85 acres, and

An Area of Railroad Right of Way, in Sec 03, Twn 13, Rng 13; Sec 02, Twn 13, Rng 13;

Sec 10, Twn 13, Rng 13; and Sec 11, Twn 13, Rng 13, more accurately described as follows: Two holes in the existing city limit beginning along the East boundary of Butterfield's Subdivision and the West boundary of Fort Crook Road South, following the Railroad ROW North across Capehart Road and Shilling Drive up to and ending at an East/West line parallel to the North line of Lot 4, Block 1 of Zurcher's Subdivision. Together Containing approx. 18.81 acres, and

An Area of Railroad Right of Way, in Sec 14, Twn 13, Rng 13, more accurately described as follows: Railroad Right of Way adjacent to road ROW (and existing city limits) abutting Tax Lot 11 in the NE1/4 of Sec 14, Twn 13, Rng 13 along with Railroad Right of Way abutting Tax Lots 2A and 2B in said 1/2 section along with Railroad Right of Way running through Tax lot 1 in said 1/4 section, as well as Railroad Right of Way adjacent to road ROW (and existing city limits) abutting Tax Lot 12 in the SE1/4 of Sec 14, Twn 13, Rng 13 on the West and Tax Lot 6 (and existing city limits) on the East, having a South boundary of a line parallel with the South boundary of said Tax Lot 6. Together Containing approx. 22.02 acres, and

ARE CONTINGUOUS AND ADJACENT TO THE CITY OF BELLEVUE, NEBRASKA, AND ARE URBAN OR SUBURBAN IN CHARACTER, AND

WHEREAS, SAID REAL ESTATE WILL RECEIVE MATERIAL BENEFITS AND ADVANTAGES FROM ANNEXATION TO THE SAID CITY.

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

Section 1. All of the real estate lying within the area heretofore described be and the same hereby is included within the boundaries and territory of the City of Bellevue, Nebraska, and said lands and the persons residing thereon shall hereafter be subject to all of the rules, regulations, ordinances, taxes, and all other burdens and benefits of other persons and territory included with the City of Bellevue, Nebraska

Section 2. This ordinance shall be in full force and be effective on January 4th, 2023.

ADOPTEED by the Mayor and City Council this 20th day of December, 2023.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13b.
11/15/2022

COUNCIL MEETING DATE: 11/15/2022		SUBMITTED BY: City Administrator		Community Development Director	
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 amending the Economic Development Program for the City of Bellevue.

SYNOPSIS/BACKGROUND:

In November of 2014, Bellevue voters approved the establishment of an Economic Development Program as outlined in this Article. In November of 2022, Bellevue voters voted to amend certain provisions of the Economic Development Program as outlined further in the plan. The goals of the Bellevue, Nebraska, Economic Development Program support the development of new jobs, attract a variety of new businesses, broaden the tax base, generate employment opportunities, attract new capital investment, expand the labor market and the retention of existing jobs for the citizens of Bellevue by promoting development within the corporate limits of the City of Bellevue and its extra-territorial jurisdiction (ETJ). This expands the jurisdiction for the program to all of the City and its ETJ instead of being limited only to the Hwy 34 Corridor.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the Ordinance and authorize the Mayor to sign.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



ORDINANCE NO. 4163

AN ORDINANCE TO AMEND ARTICLE IX TO CHAPTER 11 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO THE ECONOMIC DEVELOPMENT PROGRAM FOR THE CITY OF BELLEVUE, NEBRASKA; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. Article IX of Chapter 11 of the Bellevue Municipal Code is hereby amended to read as follows:

ARTICLE IX. ECONOMIC DEVELOPMENT PROGRAM

Sec. 11-141. Economic Development Program—Overview.

Nebraska's voters enacted a constitutional amendment in November 1990 granting cities and villages the power to use local sources of revenue for economic or industrial projects and programs. In 1991, the Unicameral implemented this amendment with the passage of Legislative Bill 840, the Local Option Municipal Economic Development Act.

The Local Option Municipal Economic Development Act is based on the premise that communities should use their tax dollars in ways that best meet local needs. While ongoing planning processes in many towns have identified development, job creation and increased economic opportunity as their highest priority for the future, a variety of constitutional and legislative prohibitions kept them from investing local public funds in development programs. The removal of these limitations gives municipalities greater latitude in determining and acting upon local needs.

As communities have witnessed population declines and the loss of younger people, they have thought about their futures and the types of actions and investments needed to reverse these past trends. At the same time, smaller towns and cities are beginning to realize a period of significant opportunity. In a period of uncertainty, complexity and growing concern about the problems and quality of urban life, including cost and relative safety, the advantages offered by the smaller communities have become uniquely attractive. Concurrently, the revolution in information and communication technology as well as goods distribution has reduced the necessity of businesses locating in large metropolitan areas. As a result, it is increasingly possible to operate a significant business in growth areas outside of major urban areas.

Sec. 11-142. Same—Economic Development Strategy.

In November of 2014, Bellevue voters approved the establishment of an Economic Development Program as outlined in this Article. In November of 2022, Bellevue voters voted to amend certain provisions of the Economic Development Program as outlined in this Article. The goals of the Bellevue, Nebraska, Economic Development Program support the development of new jobs,

attract a variety of new businesses, broaden the tax base, generate employment opportunities, attract new capital investment, expand the labor market and the retention of existing jobs for the citizens of Bellevue by promoting development within the corporate limits of the City of Bellevue and its extra-territorial jurisdiction (ETJ). The success of the Program will be measured by the number of jobs created and retained as well as income improvement for the length of the Program. The goals will be achieved, in part, by constructing infrastructure improvements (or providing grants for others to construct such improvements), establishing a loan fund for use by qualified businesses, and generally promoting development within the City of Bellevue or its ETJ. The Program will be implemented and monitored in accordance with the State of Nebraska's Local Option Municipal Economic Development Act.

Sec. 11-143. Same—Establishment and appropriation of funds.

The City of Bellevue shall establish an Economic Development Program described herein by appropriating annually from local sources of revenue an estimated \$375,000 per one-half year and \$750,000 per year in fiscal years 2015-2016 (one-half (1/2) fiscal year), 2016-2017, 2017-2018, 2018-2019, 2019-2020, 2020-2021, 2021-2022, 2022-2023, 2023-2024, 2024-2025, 2025-2026, 2026-2027, 2027-2028, 2028-2029, 2029-2030, 2030-2031, 2031-2032, 2032-2033, 2033-2034, 2034-2035 and 2035-2036 (one-half (1/2) fiscal year) for purposes of promoting economic development within the corporate limits of the City of Bellevue and its ETJ. Additional funds from other non-City sources will be sought beyond those derived from local sources of revenue.

Sec. 11-144. Same—Source of funds; duration of program; years for collection of funds; total amount of funds to be collected.

- (a) The source of funds shall be (i) any existing City Sales and Use Tax, Lodging Tax, Occupancy Tax and Real Estate Tax as designated by the City Council, and (ii) any future increases of City Sales and Use Tax, Lodging Tax, Occupancy Tax and Real Estate Tax as may be approved by the voters; and any bonding as may be deemed necessary.
- (b) The length of time that the Program shall be in existence will be twenty-five (25) years beginning May 1, 2015. Miscellaneous revenues and funds, including but not limited to repayment of loans, return on investments, fees for activities such as loan guarantees, and sales proceeds from properties, may continue to be used for activities contained within this Economic Development Program during the life of this program.
- (c) Collection of funds for the Program shall be on all taxable sales beginning on May 1, 2015, and shall end on April 30, 2035 (twenty years).
- (d) The total amount to be collected is estimated to be \$750,000 per year in fiscal years 2015-2016 (one-half (1/2) fiscal year), 2016-2017, 2017-2018, 2018-2019, 2019-2020, 2020-2021, 2021-2022, 2022-2023, 2023-2024, 2024-2025, 2025-2026, 2026-2027, 2027-2028, 2028-2029, 2029-2030, 2030-2031, 2031-2032, 2032-2033, 2033-2034, 2034-2035 and 2035-2036 (one-half fiscal year), with the revenue being allocated to the Economic Development Program as outlined herein. The one-half fiscal years shall be only one-half of the estimate to be collected.

Section 2. This Ordinance shall take effect and 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 of the passage of the ordinance by the city council.

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

ATTEST:

Mayor

City Clerk

First Reading November 15, 2022

Second Reading December 6, 2022

Third Reading December 20, 2022

APPROVED AS TO FORM:

City Attorney

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ARTICLE IX TO CHAPTER 11 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO THE ECONOMIC DEVELOPMENT PROGRAM FOR THE CITY OF BELLEVUE, NEBRASKA; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. Article IX of Chapter 11 of the Bellevue Municipal Code is hereby amended to read as follows:

ARTICLE IX. ECONOMIC DEVELOPMENT PROGRAM

Sec. 11-141. Economic Development Program—Overview.

Nebraska's voters enacted a constitutional amendment in November 1990 granting cities and villages the power to use local sources of revenue for economic or industrial projects and programs. In 1991, the Unicameral implemented this amendment with the passage of Legislative Bill 840, the Local Option Municipal Economic Development Act.

The Local Option Municipal Economic Development Act is based on the premise that communities should use their tax dollars in ways that best meet local needs. While ongoing planning processes in many towns have identified development, job creation and increased economic opportunity as their highest priority for the future, a variety of constitutional and legislative prohibitions kept them from investing local public funds in development programs. The removal of these limitations gives municipalities greater latitude in determining and acting upon local needs.

As communities have witnessed population declines and the loss of younger people, they have thought about their futures and the types of actions and investments needed to reverse these past trends. At the same time, smaller towns and cities are beginning to realize a period of significant opportunity. In a period of uncertainty, complexity and growing concern about the problems and quality of urban life, including cost and relative safety, the advantages offered by the smaller communities have become uniquely attractive. Concurrently, the revolution in information and communication technology as well as goods distribution has reduced the necessity of businesses locating in large metropolitan areas. As a result, it is increasingly possible to operate a significant business in growth areas outside of major urban areas.

Sec. 11-142. Same—Economic Development Strategy.

In November of 2014, Bellevue voters approved the establishment of an Economic Development Program as outlined in this Article. In November of 2022, Bellevue voters voted to amend certain provisions of the Economic Development Program as outlined in this Article. The goals of the Bellevue, Nebraska, Economic Development Program support the development of new jobs,

attract a variety of new businesses, broaden the tax base, generate employment opportunities, attract new capital investment, expand the labor market and the retention of existing jobs for the citizens of Bellevue by promoting development ~~within the corporate limits of the City of Bellevue and its extra-territorial jurisdiction (ETJ). along the new Highway 34 corridor.~~ The success of the Program will be measured by the number of jobs created and retained as well as income improvement for the length of the Program. The goals will be achieved, in part, by constructing infrastructure improvements (or providing grants for others to construct such improvements), establishing a loan fund for use by qualified businesses, and generally promoting development ~~within the City of Bellevue or its ETJ. of the new Highway 34 corridor as an industrial area.~~ The Program will be implemented and monitored in accordance with the State of Nebraska's Local Option Municipal Economic Development Act.

Sec. 11-143. Same—Establishment and appropriation of funds.

The City of Bellevue shall establish an Economic Development Program described herein by appropriating annually from local sources of revenue an estimated \$375,000 per one-half year and \$750,000 per year in fiscal years 2015-2016 (one-half (1/2) fiscal year), 2016-2017, 2017-2018, 2018-2019, 2019-2020, 2020-2021, 2021-2022, 2022-2023, 2023-2024, 2024-2025, 2025-2026, 2026-2027, 2027-2028, 2028-2029, 2029-2030, 2030-2031, 2031-2032, 2032-2033, 2033-2034, 2034-2035 and 2035-2036 (one-half (1/2) fiscal year) for purposes of promoting economic development within ~~the corporate limits of the City of Bellevue and its ETJ. the Highway 34 Corridor District.~~ Additional funds from other non-City sources will be sought beyond those derived from local sources of revenue.

Sec. 11-144. Same—Source of funds; duration of program; years for collection of funds; total amount of funds to be collected.

- (a) The source of funds shall be (i) any existing City Sales and Use Tax, Lodging Tax, Occupancy Tax and Real Estate Tax as designated by the City Council, and (ii) any future increases of City Sales and Use Tax, Lodging Tax, Occupancy Tax and Real Estate Tax as may be approved by the voters; ~~and any bonding as may be deemed necessary.~~
- (b) The length of time that the Program shall be in existence will be twenty-five (25) years beginning May 1, 2015. Miscellaneous revenues and funds, including but not limited to repayment of loans, return on investments, fees for activities such as loan guarantees, and sales proceeds from properties, may continue to be used for activities contained within this Economic Development Program during the life of this program.
- (c) Collection of funds for the Program shall be on all taxable sales beginning on May 1, 2015, and shall end on April 30, 2035 (twenty years).
- (d) The total amount to be collected is estimated to be \$750,000 per year in fiscal years 2015-2016 (one-half (1/2) fiscal year), 2016-2017, 2017-2018, 2018-2019, 2019-2020, 2020-2021, 2021-2022, 2022-2023, 2023-2024, 2024-2025, 2025-2026, 2026-2027, 2027-2028, 2028-2029, 2029-2030, 2030-2031, 2031-2032, 2032-2033, 2033-2034, 2034-2035 and 2035-2036 (one-half fiscal year), with the revenue being allocated to the Economic

Development Program as outlined herein. The one-half fiscal years shall be only one-half of the estimate to be collected.

Section 2. This Ordinance shall take effect and 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 of the passage of the ordinance by the city council.

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

ATTEST:

Mayor

City Clerk

First Reading November 15, 2022

Second Reading December 6, 2022

Third Reading December 20, 2022

APPROVED AS TO FORM:

City Attorney

**AMENDED
PROPOSED
BELLEVUE NEBRASKA
ECONOMIC DEVELOPMENT PROGRAM**

December 20, 2022 – APRIL 30, 2040

Mayor: Rusty Hike

Council Members:

**Jerry McCaw
Kathy Welch
Paul Cook
Thomas Burns
Don Preister
Richard Casey**

City Administrator: Jim Ristow

City Attorney: Bree Robbins

Community Development Director: Mark Elbert

Overview:

Nebraska's voters enacted a constitutional amendment in November 1990 granting cities and villages the power to use local sources of revenue for economic or industrial projects and programs. In 1991, the Unicameral implemented this amendment with the passage of Legislative Bill 840, the Local Option Municipal Economic Development Act.

The Local Option Municipal Economic Development Act is based on the premise that communities should use their tax dollars in ways that best meet local needs. While ongoing planning processes in many cities and villages have identified development, job creation and increased economic opportunity as their highest priority for the future, a variety of constitutional and legislative prohibitions kept them from investing local public funds in development programs. The removal of these limitations gives municipalities greater latitude in determining and acting upon local needs.

As communities have witnessed population declines and the loss of younger people, they have thought about their futures and the types of actions and investments needed to reverse these past trends. At the same time, smaller villages and cities are beginning to realize a period of significant opportunity. In a period of uncertainty, complexity and growing concern about the problems and quality of urban life, including cost and relative safety, the advantages offered by the smaller communities have become uniquely attractive. Concurrently, the revolution in information and communication technology as well as goods distribution has reduced the necessity of businesses locating in large metropolitan areas. As a result, it is increasingly possible to operate a significant business in growth areas outside of major urban areas.

Economic Development Strategy:

The City of Bellevue's community and economic development strategy involves building on our strengths to promote the expansion of existing industries and the accompanying creation and retention of jobs and to recruit new industries and new jobs to the community. The principal strategy is directed at maintaining a good quality of life, building a strong workforce, developing community resources, attracting new capital investment, broadening the community's tax base and ensuring economic stability and viability for the City of Bellevue.

Economic diversification will continue to be a critical priority for the City of Bellevue. Offutt Air Force Base continues to be a great asset to the community, but the need to increase other industries to the community is necessary to diminish the reliance the community has with the base's economic impact. Diversification will be strengthened by the recruitment of new business from outside and development of new businesses from inside the city. An economic development program can establish the city as a nurturing environment for small and large businesses alike and provide economic opportunity. This atmosphere, in turn, will encourage people with skills and ideas to move or return to Bellevue to live and do business as well as retain current residents.

In addition to recruitment, Bellevue can create job opportunities by helping existing businesses in the city to expand their markets and compete more successfully. The successful marketing of

Bellevue as a center for opportunity is important to Bellevue's effort to expand its labor force and attract new residents.

The City of Bellevue recognizes that the attraction of new business and industry to a community, or the expansion of existing business or industry, takes place in a very competitive marketplace. In order to keep Bellevue as competitive as possible in that marketplace, the community will strive to use financial and human resources available in a partnership with federal, state, municipal and private sources.

Statement of Purpose, General Intent and Goals:

The City of Bellevue implemented an Economic Development Program beginning May 1, 2015 (hereinafter "2015 Program"). It is the intent of the City of Bellevue to amend the 2015 Program and implement an Economic Development Program herein that encompasses the entire city limits and the entire extra-territorial jurisdiction (ETJ) for the City of Bellevue, as may be amended by annexation or other ordinance.

The Economic Development Program as amended herein shall have the following purpose and goals:

- Create new jobs
- Generate employment opportunities
- Attract a variety of new businesses
- Attract new capital investment
- Broaden the tax base
- Expand the labor market

In addition to soliciting input for the development of this program, an effort has been made to ensure consistency with other plans and goals of the City of Bellevue. The City of Bellevue's Comprehensive Plan was previously reviewed and revised.

The objective of the Comprehensive Plan is to promote the health, safety and general welfare of the City by providing harmonious development and proper arrangements of streets and utilities. The plan also calls for adequate sanitary facilities and for the reduction of flood damage potential to the greatest extent possible.

The Economic Development Program as amended herein and implemented by the City of Bellevue will compliment and further the goals of the Comprehensive Plan and other economic development goals of the City of Bellevue..

Eligible Activities:

The eligible economic activities of the Economic Development Program as amended herein are those activities within the corporate limits for the City of Bellevue as well as its extra-territorial jurisdiction from time to time permitted by Nebraska statute or authorized by the Mayor and City Council, including, but not limited to, the following activities: direct loans or grants to qualifying

businesses, including loans and grants for fixed assets or working capital or both; loan guarantees for qualifying businesses; expenditures or grants for public works improvements, site development and infrastructure improvements which are essential to the location or expansion of, or the provision of new services by, qualifying businesses, the construction of buildings to be leased or sold to said businesses, or the development of public facilities; the purchase of, or obtaining, renewing or extending options to purchase, real estate, including commercial, industrial and public sites; grants or loans for job training; and the issuance of bonds as provided for in the Act. Land to be purchased, either directly or through options, may be within or outside the corporate limits of the City of Bellevue.

The Local Option Municipal Economic Development Act has been changed in several Legislative sessions since it was signed into law on June 3, 1991. It is reasonable to assume the law will change during the course of Bellevue's Economic Development Program. This program is written with the intent that future changes to the Act which are beneficial to the City and citizens of Bellevue are expressly included in this Program; provided, however, any such changes shall not expand the Program beyond the boundaries as established herein without a vote of the citizens of the City of Bellevue.

The eligible economic activities of the Economic Development Program are further described as follows:

- (a) Purchase of Land: As a part of the program, the City of Bellevue may purchase real property or options on real property when such property is located within the corporate limits of the City of Bellevue or its ETJ. The Program Administrator shall be responsible for recommending real property purchases to the Mayor and City Council following review of available real property which meets the goals and strategies of this Economic Development Program and reporting the same to the Mayor and City Council. The City shall comply with all statutory requirements when purchasing real property. Proceeds from the sale of real property purchased pursuant to the Economic Development Program shall be returned to the City of Bellevue's Economic Development Fund for future use.
- (b) Construction or Financing of Infrastructure Improvements: As a part of the program, the City of Bellevue may make expenditures or grants for public works improvements, site development and infrastructure improvements which are essential to the location or expansion of, or the provision of new services by, qualifying businesses. Such infrastructure improvements may include, but not be limited to, expanding water lines, sanitary sewer lines, storm sewers, pump stations, electrical utilities, gas utilities and access to transportation routes, including public roads, rail lines and the Missouri River. Any expenditures for access to transportation shall specifically include installation of railroad tracks, railroad crossings, rail switch stations and docks or piers for loading and unloading barges and other river transportation vessels.
- (c) Loan Fund: The City may establish a loan fund under the Economic Development Program to assist businesses located (or locating) within the corporate limits of the

City of Bellevue or its ETJ. The loan fund shall be organized and operated as determined by the City of Bellevue based on loan or financing programs from time to time offered business ventures by the Small Business Administration (or other federal government agency identified by the City of Bellevue in the event the Small Business Administration ceases to exist, be known by that name, or provide relevant loan or financing programs) (“SBA”) or the State of Nebraska. The particular requirements, conditions, standards and criteria of any loan or financing provided by the City of Bellevue under the loan fund shall be consistent with the relevant SBA or State of Nebraska loan or financing program on which the particular loan or financing provided by the City of Bellevue is based. The SBA or State of Nebraska requirements, standards, conditions or criteria will be the minimum applicable to the City of Bellevue loan fund with respect to the matters listed in (i) through (iv) below. The City of Bellevue can in any case impose additional or greater requirements, standards, criteria or conditions as determined under the circumstances appropriate; provided, however, any such changes shall not expand the ability to utilize the loan fund for businesses outside of the corporate limits of the City of Bellevue or its ETJ without a vote of the citizens of the City of Bellevue.

- (i) Types of financial assistance available, the maximum proportion of financial assistance that will be provided to any single qualifying business and the criteria used to determine the appropriate level of assistance;
- (ii) The criteria and procedures that will be used to determine the necessity and appropriateness of permitting a qualifying business to participate in the loan fund;
- (iii) The criteria for determining the time within which a qualifying business must meet the goals set for it under its participation agreement; and
- (iv) Standards for loan delinquency, declaration of default, and actions to be taken upon default (consistent with Neb. Rev. Stat. section 18-2720).

At the time a qualifying business applies to the City to participate in the loan fund, the business shall provide to the City appropriate documentation evidencing its negotiations with one or more primary lenders and the terms upon which it has received or will receive the portion of total financing which will not be provided by the City of Bellevue.

The investment strategies that the City will pursue to promote the growth of the loan fund while assuring its security and liquidity will be in accordance with applicable law. The Finance Director of the City of Bellevue will have primary responsibility for administration of loan servicing, unless other specified by the Mayor and City Council.

The loan fund will be administered in accordance with applicable law, including Neb. Rev. Stat. section 18-2720. The City of Bellevue does not at this time expect that any personnel or other assistance beyond regular City of Bellevue employees will be needed to assist in the administration of the loan fund. However, if the City Administrator at any time determines that additional personnel or assistance is needed, payment or reimbursement for the same shall not be provided from the loan fund unless otherwise approved by the voters of the citizens of the City of Bellevue.

The loan fund will be audited annually in conjunction with the audit of the Economic Development Program pursuant to Neb. Rev. Stat. section 18-2721. In addition, any applicant or recipient of lending or other financing from the loan fund is required to provide at its cost such financial statements, audits and access to books, records and statements as the City of Bellevue from time to time requests or requires. All applicants and recipients are deemed to agree to this condition by the submittal of an application under this Economic Development Program.

Qualifying Businesses:

A qualifying business shall mean any corporation, partnership, limited liability company or sole proprietorship located within (or locating within) the corporate limits of the City of Bellevue or its ETJ and which derives its principal source of income from any of the following:

- 1) The manufacturing of articles of commerce;
- 2) The conduct of research and development;
- 3) The processing, storage, transport or sale of goods or commodities which are sold or traded in interstate commerce;
- 4) The sale of services in interstate commerce;
- 5) Headquarter facilities relating to eligible activities as listed in this section;
- 6) Telecommunications activities;
- 7) Tourism-related activities;
- 8) Retail; and
- 9) Any other business deemed as a qualifying business in the Local Option Municipal Economic Development Act or through future action of the Nebraska legislature.

A qualifying business must be located within, or locating within, the corporate limits of the City of Bellevue or its ETJ. Eligible qualifying businesses may apply more than once and receive program benefits more than once.

Source of Funds, Length of Program, Preliminary Budget, Bonding Authority:

This section describes the source of funds and a preliminary budget for Bellevue's Economic Development Program. It is important to note that this budget must be developed annually and may be modified from time to time by the Bellevue City Council. In the field of economic

development, it is impossible to anticipate every condition or requirement. The City of Bellevue should maintain the flexibility to respond to specific requirements and opportunities on a short-term basis.

(a) Source of Local Option Funds: The City of Bellevue's source of public funds for this Economic Development Program will be the existing local option City Sales and Use Tax, Lodging Tax, Occupancy Tax and Real Estate Tax from May 1, 2015 until April 30, 2035 which was approved by the voters of the City of Bellevue on or about November 4, 2014. Additional funds from other non-City sources will be sought beyond those derived from local sources of revenue, such as Tourism Grants.

(b) Length of Time the Program will Exist: The City of Bellevue's Economic Development Program which was approved by the voters of the City of Bellevue on or about November 4, 2014, will exist from May 1, 2015 until April 30, 2040. Miscellaneous revenues and funds, including but not limited to repayment of loans, return on investments, fees for activities such as loan guarantees, and sales proceeds from properties, may continue to be used for activities contained within this Economic Development Program during the life of this program.

(c) Preliminary Budget: The City of Bellevue shall establish an Economic Development Fund and shall contribute an amount not to exceed \$375,000 for any one-half year and \$750,000 per year beginning May 1, 2015 and ending April 30, 2035, as appropriated annually by the City Council. The annual amount of local option City Sales and Use Tax, Lodging Tax, Occupancy Tax and Real Estate Tax to be placed into this fund shall be included in the City of Bellevue's budget each year and approved by the Bellevue City Council. Any proceeds from the issuance of bonds to provide funds to carry out this Economic Development Program and any proceeds from land or building sales associated with this Economic Development Program shall be deposited in this fund. The City of Bellevue shall not transfer or remove funds other than for the specific uses outlined in this program during the life of this program. The minimum expenditure in any one year shall not exceed the amount contributed for that year plus any surplus funds from previous years plus any non-City source of funds available.

(d) Bond Authority: Following a public hearing, the Bellevue City Council may authorize the issuance of bonds to carry out this Economic Development Program. Future contributions of local option City Sales and Use Tax, Lodging Tax, Occupancy Tax and Real Estate Tax to the Economic Development Fund shall be used to pay off these bonds.

(e) Separate Development Fund: The City of Bellevue shall establish a separate Economic Development Fund pursuant to Neb. Rev. Stat. section 18-2718. Any funds derived from local sources of revenue for the program, earnings from the investment of such funds, any loan payment, any proceeds from the sale by the City of assets purchased by the City under the Economic Development Program, or any other money received by the City by reason of the Economic Development Program or any other funds from non-City sources, shall be deposited into the Economic Development Fund. Any proceeds from the issuance and sale of bonds to provide funds to carry out the Economic Development Program, except for refunding bonds pursuant to Neb. Rev. Stat. section 18-2732, shall also be deposited into the Economic Development Fund. Except upon termination of the Economic Development Program as set forth herein, money in the

Economic Development Fund shall not be deposited in the general fund of the City of Bellevue and the City of Bellevue shall not transfer or remove funds from the Economic Development Fund nor shall they be co-mingled with any other City of Bellevue funds. In no event shall money in the Economic Development Fund, or in the general fund of the City of Bellevue after being transferred from the Economic Development Fund, be utilized for purposes falling outside of the this plan without a vote of the citizens of the City of Bellevue.

(f) Investment of Funds: Any money in the Economic Development Fund, not currently required or committed for purposes of the Economic Development Program, shall be invested as provide in Section 77-2341 of the Revised Statutes of Nebraska.

(g) Disposition of Funds on Termination: In the event the Economic Development Program is terminated, the balance of the money in the Economic Development Fund, not otherwise committed by contract under the program, shall be deposited in the general fund of the City of Bellevue for future use for economic development purposes. Any funds received by the City of Bellevue, by reason of the Economic Development Program, after the termination of such program, shall be transferred from the Economic Development Fund to the general fund of the City of Bellevue. The Economic Development Fund shall not be terminated until such time as all projects and contracts related to the program have been finally completed and all funds related to them fully accounted for, with no further City of Bellevue action required, and after completion of the final audit.

(h) Termination of Program: When the Economic Development Program is terminated, the governing body of the City of Bellevue shall, by resolution, certify the amount of money to be transferred from the Economic Development Fund to the general fund of the City of Bellevue and the amount that it is anticipated will be received by the City of Bellevue between such time and final audit of the Economic Development Fund pursuant to Neb. Rev. Stat. section 18-2718.

(i) Continuation of Program: If, after five full budget years following initiation of the approved Economic Development Program, less than fifty percent (50%) of money collected from local sources of revenue is spent or committed by contract, the governing body of the City of Bellevue shall place the question of the continuation of the City of Bellevue's Economic Development Program on the ballot at the next regular election.

(j) Audit of Funds: The City of Bellevue shall provide for an annual, outside, independent audit of the Economic Development Program, by a qualified auditing business. The auditing business shall not, at the time of the audit or any period during the audit, have any contractual or business relationship with any qualifying business receiving funds or assistance under the Economic Development Program, or any financial institution directly involved with a qualifying business receiving funds or assistance under the Economic Development Program. The result of such audit shall be filed with the City of Bellevue Clerk and made available for public review during normal business hours. Every applicant or recipient under the Economic Development Program agrees by submitting an application under the Program to provide at its cost such financial statements, audits and access to books, records and statements as the City of Bellevue from time to time requests or requires.

Administrative Process:

The City of Bellevue or its designee shall administer the program. The Mayor of Bellevue and the Bellevue City Council will develop a Citizen Advisory Review Committee (the "Committee") to administer the application process of the program. The Committee shall consist of five (5) residents from the City of Bellevue who shall be appointed by the Mayor of Bellevue subject to approval from the Bellevue City Council. At least three (3) members of the Committee shall have expertise in the field of business, finance or accounting. The Mayor of Bellevue, with the approval of the Bellevue City Council, will designate an appropriate City Official to assist in the administration of the Economic Development Program and also serve on the Citizen Advisory Review Committee as an ex-officio member. The City Official will be responsible for providing assistance, information and advice on the Economic Development Program. Also serving on the Citizen Advisory Review Committee as an ex-officio member will be the City Administrator, who will serve as the Economic Development Program Administrator.

The City of Bellevue may contract with other entities to provide staffing and other support services to assist the Citizen Advisory Review Committee in the administration of the program.

The Citizen Advisory Review Committee will meet to review applications on an as needed basis; they will also meet on a quarterly basis to review the progress of the Economic Development Program. The committee will report its findings and suggestions to the Bellevue City Council on no less than a semi-annual basis.

The Bellevue City Council may assign additional responsibilities to the Committee as necessary to carry out the Economic Development Program or program changes as dictated by changing project needs and economic conditions.

Application Process:

To be considered for financial assistance through Bellevue's Economic Development Program, applicants must provide the following information:

- 1) A detailed description of the proposed project, including an address or legal description for the proposed project.
- 2) A business plan that includes employment and financial projections, current financial statements, financing requirements for the project and total projected costs.
- 3) A complete City of Bellevue Local Option Municipal Economic Development Program application.

In determining eligibility, additional information may be requested.

The Citizen Advisory Review Committee will review applications in the order they are received. Approval/disapproval of an application will be based on project feasibility and the potential future economic benefit that the project will provide to the community.

Applications that are approved by the Citizen Advisory Review Committee will be subject to a financial verification process. The financial verification process will be completed prior to the application being presented to the Bellevue City Council for approval.

After the Citizen Advisory Review Committee approves an application and the financial verification process is complete, the application will be presented to the Bellevue City Council for approval. The Bellevue City Council will use the same qualification requirements as the Citizen Advisory Review Committee used for the initial approval process. Upon approval, the Bellevue City Council will provide a suitable timeframe to disburse funds that meet the requirements of the applicant, provided that proper execution of the agreements are made between the applicant and the City of Bellevue.

Administration of Economic Development Program:

It is the intent of the program that the majority of the funds are used to support eligible activities and that only a minimal amount is spent on administrative costs. The administration of this program will be shared by three separate entities. The entities are as follows:

(a) Program Administrator: The Program Administrator shall be the City Administrator or his/her designee. The Program Administrator:

1. Will be responsible for the day-to-day operations of the program;
2. Will assist applicants and recruit potential applicants;
3. Will serve as an ex-officio, non-voting member of the Advisory Committee; and
4. Will provide the Citizen Advisory Review Committee with all necessary advice and information.

(b) Citizen Advisory Review Committee:

1. The Citizen Advisory Review Committee will be comprised of five (5) residents from the City of Bellevue. The Mayor of Bellevue will appoint the committee members after receiving approval from the Bellevue City Council. Committee members may not be elected or appointed officials, employees of the City of Bellevue, an official or employee of any qualifying business receiving financial assistance under this Economic Development Program or an official or employee of any financial institution participating directly in the Economic Development Program. The Committee will have at least three (3) individuals with expertise or experience in the field of business, finance or accounting. The Committee will have the City Administrator serving as an ex-officio member.
2. The Committee will meet as needed to review and approve/disapprove applications using the standard criteria set forth previously in the application process. The Committee will also meet on a quarterly basis to review the progress of the Economic Development Program. The Committee will present findings and suggestions to the Bellevue City Council on no less than a semi-annual basis.

(c) Bellevue City Council:

1. Will have final authority on expenditure of funds in support of the economic development program.
2. Will approve the membership of the Citizen Advisory Review Committee.
3. Will have ultimate responsibility for the Economic Development Program.

Confidentiality, Laws and Regulations:

To ensure applicant confidentiality, the following measures will be instituted and enforced:

1. Each member of the Citizen Advisory Review Committee (including ex-officio members) and the Project Administrator will sign a "Statement of Confidentiality".
2. An applicant's business and financial information will be available to the Citizen Advisory Review Committee during the approval/disapproval process only. After the approval/disapproval process, the City Clerk will keep all permanent files and records. Access to these files and records will be limited and on a need to know basis only.

The City Attorney, in conjunction with the Citizen Advisory Review Committee, will establish procedures to ensure that the municipality and the qualifying business are meeting all applicable laws, regulations and requirements. These procedures are subject to review and approval by the Bellevue City Council.

Severability

If any section, subsection, sentence, clause or phrase of the Economic Development Program is, for any reason, held to be unconstitutional, unenforceable or invalid, such unconstitutionality, unenforceability or invalidity shall not affect the constitutionality, enforceability or validity of the remaining portions of the Program. The Mayor and City Council of the City of Bellevue hereby declare that they would have passed this Program and each section, subsection, sentence, clause and phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional, unenforceable or invalid.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 11/15/2022		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

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

SYNOPSIS/BACKGROUND:

Hunters wishing to bow hunt within the City of Bellevue during archer season of 9/1/2022 through 1/31/2023 must fill out application and provide documentation they have permission from property owner, provide a sketch of how they set up their hunting site, and provide a copy of their current hunting permit.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Request approval of the list of applications for hunting waivers, as reviewed and approved by Capt. Kurt Stroehler or Sgt. Don Pleiss.

ATTACHMENTS:

1. Listing for approval	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

D. Buegler
[Signature]
[Signature]

2022 Hunter Waivers

Name	Address	City	Zip	Hunting Permit #	Address of Hunting Site	Gvn to Police	PD Apprv'd or Dn'd	CC Mtg	CC Apprv'd or Denied
Brett Anderson	12202 N. 160th Street	Bennington	68007	12694714	301 N. Washington	10/26/2022	10/26/2022	11/15/2022	
Kurt Stroehler	1706 Hawk Ridge Cr	Bellevue	68147	12913932	Jewell Park	11/14/2022	11/15/2022	11/15/2022	

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

**16b.
11/15/2022**

COUNCIL MEETING DATE: 11/15/2022	SUBMITTED BY: Rich Severson	Finance
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 the City Employee Medical, Dental, Vision and Legal Insurance for 2023.
(City Employee Group Life, Group Voluntary Life and Long-Term Disability Insurance was already approved in 2020 for three years (2021, 2022 & 2023)).

SYNOPSIS/BACKGROUND:

The City provides subsidized healthcare insurance to qualified employees and retirees. The medical insurance subsidies for current employees are 92.5% for individual coverage and 82% for other coverage. The medical plan proposal from First National Insurance Companies (FNIC) is a one-year extension: 5.4% increase in the Medical Insurance premiums for year 2023 (approx. \$248k increase resulting in the city's share totaling \$4.8 million). Provider remains BlueCross BlueShield NE. The Health Care Insurance Committee, made up of members of City Administration and the Bargaining Units approved the plan. The Dental, Vision and Legal coverages remain with Reliance Standard and do not change. Group Life, Voluntary Life and LTD remain unchanged for 2023.

FISCAL IMPACT: \$248,040.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: Blue Cross Blue Shield	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: Group Insurance Plan		
CONTRACT EFFECTIVE DATE: 01/01/2023	CONTRACT TERM: 1 Year	CONTRACT END DATE: 12/31/2023
PROJECT NAME:		
START DATE:	END DATE:	PAYMENT DATE:
		INSURANCE REQUIRED: NO
CIP PROJECT NAME:	CIP PROJECT NAME:	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE:	ACCOUNT NUMBER:	

RECOMMENDATION:

Approve the renewal of insurance plans and premiums for 2023.

ATTACHMENTS:

1. Insurance Premium Schedules
2. _____
3. _____
4. _____
5. _____
6. _____

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

A. Bree Roblin

FINANCE APPROVAL AS TO FORM:

Rich Severson

ADMINISTRATOR APPROVAL AS TO FORM:

[Signature]

PROPOSAL OF INSURANCE

October 17, 2022

City of Bellevue
Medical, Dental, Vision, Life, AD&D, Supplemental
Life, Long Term Disability
1/1/2023

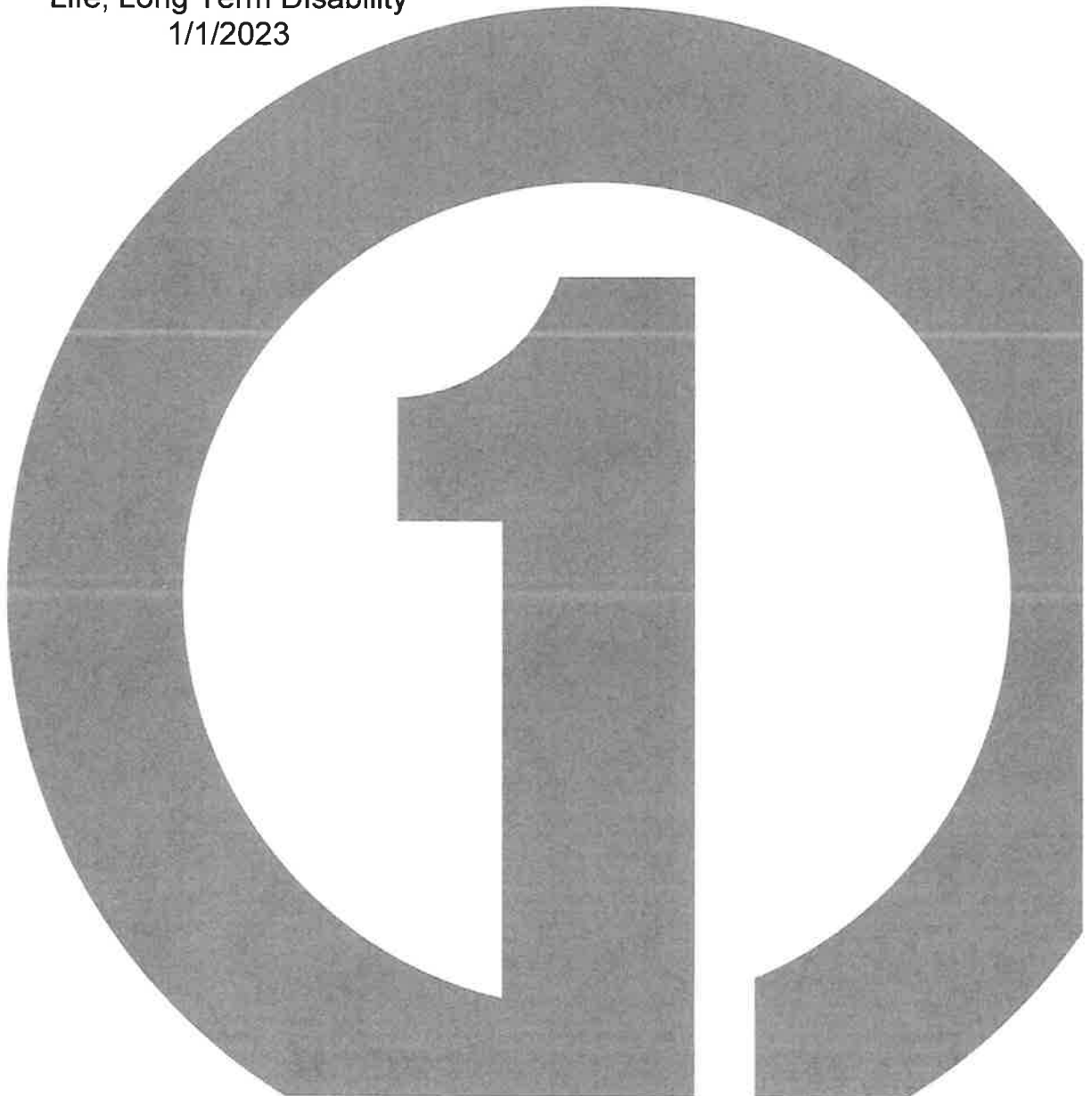




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Section 1	Medical
Section 2	Dental
Section 3	Vision
Section 4	Life, AD&D
Section 5	Supplemental Life
Section 6	Long Term Disability

City of Bellevue
Group Health Benefits BASE PLAN
 Effective January 1, 2023



Date Prepared: 9/6/2022

 fnic Trusted insurance advisors	 BlueCross BlueShield of Nebraska	
AM Best Carrier Rating	A-	
BENEFIT SUMMARY	In-Network	Out-of-Network
Deductible Single Family	Network Blue	
	\$4,000	\$8,000
	\$8,000	\$16,000
Office Visit Copay Physician (PCP) Specialist	\$30 Copay	Deductible & Coinsurance
	\$45 Copay	Deductible & Coinsurance
Hospital Visit	Deductible & Coinsurance	Deductible & Coinsurance
Co-Insurance	50%	50%
Out-of-Pocket (Includes Ded.)		
Single	\$5,000	\$10,000
Family	\$10,000	\$20,000
Maximum Benefit	Unlimited	
Prescription Drug	PDL 40	
Generic	\$10 Copay	In-Network + 25%
Formulary	\$30 Copay	In-Network + 25%
Non-Formulary	\$50 Copay	In-Network + 25%
Specialty	\$100 Copay	Not Covered
Mail Order	90 Day Supply	
Routine Care		
Adult Physicals	100% Covered	Deductible & Coinsurance
Preventive Care	100% Covered	Deductible & Coinsurance
Short-Term Therapies	Visit Limitations May Apply	
Spinal Manipulation (Chiropractic)	Deductible & Coinsurance	Deductible & Coinsurance
Physical, Speech, Occupational	Deductible & Coinsurance	Deductible & Coinsurance
Cardiac/Pulmonary Rehabilitation	Deductible & Coinsurance	Deductible & Coinsurance
Mental Health / Substance Abuse	Prior Authorization Required	
Outpatient Office Visit	100% Covered	Deductible & Coinsurance
Outpatient Other Services	Deductible & Coinsurance	Deductible & Coinsurance
Inpatient	Deductible & Coinsurance	Deductible & Coinsurance
Emergency Care	\$100 Copay	In -Network Benefit
Urgent Care	\$50 Copay	Deductible & Coinsurance
Maternity	Deductible & Coinsurance	Deductible & Coinsurance
Rate Guarantee	Effective 1/1/2023 - 12/31/2023	

City of Bellevue

Date Prepared: 9/6/2022


Group Health Benefits and Rate Comparison | EMPLOYEE PLAN
Effective January 1, 2023

			
AM Best Carrier Rating		A-	
BENEFIT SUMMARY		In-Network	Out-of-Network
Deductible		Network Blue	
Single		\$250	\$8,000
Family		\$500	\$16,000
Office Visit Copay			
Physician (PCP)		\$30 Copay	Deductible & Coinsurance
Specialist		\$45 Copay	Deductible & Coinsurance
Hospital Visit		Deductible & Coinsurance	Deductible & Coinsurance
Co-Insurance		50%	50%
Out-of-Pocket (Includes Ded.)			
Single		\$1,000	\$10,000
Family		\$2,000	\$20,000
Maximum Benefit		Unlimited	
Prescription Drug		PDL 40	
Generic		\$10 Copay	In-Network + 25%
Formulary		\$30 Copay	In-Network + 25%
Non-Formulary		\$50 Copay	In-Network + 25%
Specialty		\$100 Copay	Not Covered
Mail Order		90 Day Supply	
Routine Care			
Adult Physicals		100% Covered	Deductible & Coinsurance
Preventive Care		100% Covered	Deductible & Coinsurance
Short-Term Therapies		Visit Limitations May Apply	
Spinal Manipulation (Chiropractic)		Deductible & Coinsurance	Deductible & Coinsurance
Physical, Speech, Occupational		Deductible & Coinsurance	Deductible & Coinsurance
Cardiac/Pulmonary Rehabilitation		Deductible & Coinsurance	Deductible & Coinsurance
Mental Health / Substance Abuse		Prior Authorization Required	
Outpatient Office Visit		100% Covered	Deductible & Coinsurance
Outpatient Other Services		Deductible & Coinsurance	Deductible & Coinsurance
Inpatient		Deductible & Coinsurance	Deductible & Coinsurance
Emergency Care			
Urgent Care		\$100 Copay	In -Network Benefit
		\$50 Copay	Deductible & Coinsurance
Maternity		Deductible & Coinsurance	Deductible & Coinsurance
Rate Guarantee		Effective 1/1/2023 - 12/31/2023	
RATE SUMMARY		2023 PSF Plan	
	Count	Current	ALT OPTION
Employee	95	\$814.39	\$858.20
Employee/Spouse	47	\$1,654.45	\$1,734.41
Employee/Child(ren)	43	\$1,440.64	\$1,510.30
Family	102	\$2,351.56	\$2,486.45
Monthly Premium		\$456,932.84	\$481,607.07
Annual Premium		\$5,483,194.08	\$5,779,284.84
Percentage Change from Current			5.40%

This is a partial summary of the major benefits and an estimate of premium based upon information currently available. Actual policy provisions and final premium may vary. 9901

City of Bellevue
Group Dental Renewal
Effective January 1, 2023


Date Prepared: 9/8/2022

		RELIANCE STANDARD	
AM Best Carrier Rating		A++	
BENEFITS		Current Benefits	
Class A - PREVENTIVE & DIAGNOSTIC		Exams, Cleanings, Fluoride, Bitewing X-Rays, Full Mouth X-Rays, Space Maintainers, Sealants	
Class B - BASIC		Periodontal Maintenance, Emergency Palliative Treatment, Periodontal Root Planing & Scaling, Periodontal Surgery, Amalgam & Composite Fillings, Simple Extractions, Root Canal, Surgical Extractions	
Class C - MAJOR & RESTORATIVE		Crowns, Inlays, Outlays, Dentures, Bridges, General Anesthesia, Implants	
Class D - ORTHODONTIA			
DEDUCTIBLE (Calendar Year)		In-Network	Out-of-Network
Individual		\$25	\$50
Family		\$75	\$150
Waived for Preventive (Yes or No)		Yes	Yes
PERCENTAGE		In-Network	Out-of-Network
Class A		100%	80%
Class B		80%	60%
Class C		60%	50%
Class D		50%	50%
MAXIMUMS		In-Network	Out-of-Network
Classes A, B & C combined (annual)		\$1,500	\$1,000
Class D (lifetime maximum)		\$1,500	\$1,500
WAITING PERIODS			
Major/Orthodontia:		None	
Late Entrant:		Yes	
USUAL & CUSTOMARY		In-Network	Out-of-Network
		90th U & C	
Rate Guarantee		Effective 1/1/2023 - 12/31/2023	
RATE SUMMARY		Current	Renewal
Employee	Count 345	\$30.24	\$30.24
Family	171	\$81.04	\$81.04
Total Monthly Premium		\$24,290.64	\$24,290.64
Total Annual Premium		\$291,487.68	\$291,487.68
Percentage Change from Current		0.00%	

This is a partial summary of the major benefits and an estimate of premium based upon the information currently available.

City of Bellevue
 Group Vision Renewal
 Effective January 1, 2023


Date Prepared: 9/8/2022

		RELIANCE STANDARD	
AM Best Carrier Rating		A+	
Benefits		In-Network	Out-of-Network
Deductible/Copay		\$25 Copay	N/A
Eye Exam		\$10 Copay	Covered up to \$45
Standard Plastic Lenses			
	Single	Covered After Copay	\$30 Allowance
	Bifocal	Covered After Copay	\$50 Allowance
	Trifocal	Covered After Copay	\$65 Allowance
	Lenticular Lens	Covered After Copay	\$100 Allowance
Frames		\$130 Allowance	\$70 Allowance
Contact Lenses			
	Necessary	Covered in Full	\$210 Allowance
	Elective	\$130 Allowance	\$105 Allowance
Fitting Evaluation		Covered in Full Not to Exceed \$60	Applied to Allowance for Lenses
Frequency			
	Examination	12	
	Frame	12	
	Lenses	24	
Rate Guarantee		Effective 1/1/2023 - 12/31/2023	
RATES		Current	Renewal
Employee	193	\$7.15	\$7.15
Employee + Spouse	36	\$14.32	\$14.32
Employee + Child(ren)	24	\$12.12	\$12.12
Family	51	\$19.98	\$19.98
Monthly Premium		\$3,205.33	\$3,205.33
Annual Premium		\$38,463.96	\$38,463.96
Percentage Change from Current			0.00%

This is a partial summary of the major benefits and an estimate of premium based upon the information currently available.

City of Bellevue
 Group Life, AD&D Renewal
 Effective January 1, 2023

Date Prepared: 9/8/2022


 fnic Trusted insurance advisors	RELIANCE STANDARD		RELIANCE STANDARD	
AM Best Carrier Rating	A++		A++	
	Current Benefits		Current Benefits	
Eligibility/Classes	Class 1 All Full Time Public Safety		Class 2 All Other Full Time EE's	
Basic Life/AD&D Amount	Flat \$52,000		1 X Pay Plus \$7,000 to \$100,000	
Definition of Earnings	W2		W2	
Maximum Benefit	\$52,000		\$100,000	
Guarantee Issue	\$52,000		\$100,000	
Participation	100%		100%	
Reduction Schedule	At Age:	Benefits Reduce To:	At Age:	Benefits Reduce To:
	70	35%	70	35%
	75	55%	75	55%
	80	70%	80	70%
Premium Waiver	Yes		Yes	
Accelerated Benefit	Yes		Yes	
Conversion	Included		Included	
AD&D Exclusions	<p><i>physical or mental illness or infirmity, or the diagnosis or treatment of such illness or infirmity; infection, other than infection occurring in an external accidental wound; suicide or attempted suicide; intentionally self-inflicted injury; service in the armed forces of any country or international authority; any accident related to; travel in an aircraft as a pilot, crew member, flight student or acting in any capacity other than passenger / travel in aircraft for purpose of parachuting or otherwise exciting such aircraft while in flight / parachuting or otherwise exiting from an aircraft which such aircraft is in flight except for self preservation / travel in aircraft for experimental purposes; committing or attempting to commit a felony; Voluntary intake of use by any means of any drug, medication or sedative, unless it is; taken or prescribed by a Physician or an "over the counter" / alcohol in combinations with any drug, medication, or sedative / poison, gas, or fumes; war, whether declared or undeclared, or act of war, insurrection, rebellion, riot; driving vehicle while intoxicated as defined by the laws of the jurisdiction in which the vehicle or other device was being operated</i></p>			
Waive Actively At Work	Applies		Applies	
RATE GUARANTEE	Effective 1/1/2021 - 12/31/2023			
Rate Summary	Current		Renewal	
Basic Life				
Volume	\$20,427,000		\$20,427,000	
Lives	351		351	
Life Rate per \$1,000	\$0.123		\$0.123	
AD&D Rate per \$1,000	\$0.034		\$0.034	
Combined Rate per \$1,000	\$0.157		\$0.157	
Monthly Premium	\$3,207.04		\$3,207.04	
Annual Premium	\$38,484.47		\$38,484.47	
Percentage Change from Current			0.00%	

City of Bellevue

Date Prepared: 9/8/2022

Group Supplemental Life Renewal

Effective January 1, 2023

		RELIANCE STANDARD	
AM Best Carrier Rating		A++	
BENEFITS		Current Benefits	
Life Amounts			
Employee		5X Salary	
Maximum		\$500,000	
Minimum		\$10,000	
Spouse			
Maximum		\$75,000	
Minimum		\$5,000	
Child			
Birth to 14 days		\$0	
Age 14 days to 6 mos		\$1,000	
6 months or older		\$10,000	
Premium Waiver		Yes	
Guaranteed Issue			
Employee		\$125,000	
Spouse		\$30,000	
Children		\$10,000	
Conversion		Yes	
Portability		Yes	
AD&D Exclusions		Suicide or Attempted Suicide; Intentionally Self-inflicted injury; service in the armed forces; Committing or attempting to commit a felony	
Participation		50.3%	
Eligibility		Full Time Employees	
Rate Guarantee		Effective 1/1/2021 - 12/31/2023	
Life Rate per \$1,000			
	Age	Current	Renewal
	Less than 30	\$0.070	\$0.070
	30-34	\$0.080	\$0.080
	35-39	\$0.100	\$0.100
	40-44	\$0.135	\$0.135
	45-49	\$0.185	\$0.185
	50-54	\$0.265	\$0.265
	55-59	\$0.465	\$0.465
	60-64	\$0.695	\$0.695
	65-69	\$1.305	\$1.305
	70-74	\$2.095	\$2.095
	75-99	\$2.095	\$2.095
Child Rate per \$10,000		\$0.800	\$0.800
Supplemental Life		Current	Renewal
Employee		181	181
Dependent Life - Spouse		70	70
Dependent Life - Child		83	83
Monthly Premium		\$4,235.00	\$4,235.00
Annual Premium		\$50,820.00	\$50,820.00
Percentage Change from Current		0.00%	


This is a partial summary of the major benefits and an estimate of premium based upon the information currently available.

Actual policy provisions and final premiums may vary.

City of Bellevue

Date Prepared: 9/8/2022

Group Long Term Disability Renewal Effective January 1, 2023

	RELIANCE STANDARD	
AM Best Carrier Rating	A++	
BENEFITS	Current Benefits	
Definition of Disability	Own Occupation 24 Months	
Definition of Earnings	W2	
Eligibility	Class 1 All Other Full Time EE's	
	Class 2 All Full Time Police & Fire EE's	
Partial/Residual Benefit Percentage Maximum Minimum Elimination Duration Social Security Offset Pension Offset Cost of Living Freeze Pre-existing Condition Limitation Mandatory Rehabilitation	Yes 60% \$10,000 \$50 180 Days Normal Retirement Age Family Social Security No Yes 3 \ 12 Work Incentvie	
Exclusions	<i>War, whether declared or undeclared, or act of war, insurrection, rebellion, or terrorist act; Active participation in a riot; Intentionally Self-inflicted injury; Attempted suicide; or Commission of or attempt to commit a felony</i>	
Mental/Nervous Alcohol/Drug Self Reported Symptom Limitation Survivor Benefit Premium Waiver Work Incentive	24 Months 24 Months No Limitation Yes Yes Yes	
Participation Contributions	100% Employer Paid	
RATE GUARANTEE	Effective 1/1/2021 - 12/31/2023	
Rate Summary No. of Participants Covered Monthly Earnings Rate per \$100 Monthly Premium Annual Premium	Current 351 \$1,968,212.00 \$0.265 \$5,215.76 \$62,589.14	Renewal 351 \$1,968,212.00 \$0.265 \$5,215.76 \$62,589.14
Percentage Change from Current	0.00%	

This is a partial summary of the major benefits and an estimate of premium based upon the information currently available.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16c.
11/15/2022

COUNCIL MEETING DATE: 11/15/2022		SUBMITTED BY: Admin		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>		CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to approve the Second Amendment to Purchase Agreement and Escrow Instructions with Redwood USA LLC.

SYNOPSIS/BACKGROUND:

Redwood USA, LLC is requesting their due diligence period be extended to January 17, 2023 on the city property they are purchasing near South 36th Street and Granada Parkway. This is based on some minor delays they have incurred as a result of the city's ongoing 36th Street construction project. The City Attorney has reviewed this document and has no issues with it.

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:

Staff is recommending approval of the amendment as proposed.

ATTACHMENTS:

1. <input type="text" value="Second Amendment to Purchase Agreement"/>	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bree Roblin

[Signature]

[Signature]

**SECOND AMENDMENT TO
PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS**

THIS SECOND AMENDMENT TO PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS (“Amendment”) is made effective November 15, 2022 (“Effective Date”), by and between **CITY OF BELLEVUE**, a municipal corporation (“Seller”), and **REDWOOD USA LLC**, an Ohio limited liability company (“Buyer”).

WHEREAS, Buyer and Seller entered into that certain Purchase Agreement and Escrow Instructions dated effective February 8, 2022 (“Original Agreement”), as amended by that certain First Amendment to Purchase Agreement dated July 19, 2022 (“First Amendment,” and together with the Original Agreement, the “Agreement”) for the purchase of certain real property located southwest of the intersection of South 36th Street and Granada Parkway near the City of Bellevue, in the County of Sarpy and State of Nebraska, as more particularly described in the Agreement; and

WHEREAS, Buyer and Seller desire to modify the terms and conditions of the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions set forth herein, the parties hereto, intending to be legally bound, hereby agree that the Agreement is hereby amended and supplemented as follows:

1. Recitations: Defined Terms. The recitations set forth hereinabove are true and correct and are hereby incorporated herein by this reference. Any and all capitalized terms not defined herein shall have the definitions set forth in the Agreement.
2. Due Diligence Period. Section 5.B. of the Agreement is hereby amended to provide that the First Extension of the Due Diligence Period, previously exercised by Buyer pursuant to the First Amendment, is hereby extended until January 17, 2023 (“First Extension Modification”). Buyer shall not be required to pay or deposit any extension fee or other amount for such First Extension Modification. For purposes of clarification, the First Extension Modification is not intended to, and does not, terminate, replace or otherwise modify the one (1) remaining 90-day extension of the Due Diligence Period otherwise available to Buyer pursuant to the terms of the Agreement, which shall be exercised, if at all, pursuant to the terms of Section 5 of the Agreement.
3. Miscellaneous. Except as expressly set forth herein, the Agreement is unmodified and in full force and effect. In the event of an inconsistency between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns. This Amendment may be executed in one or more counterparts, each of which will be deemed an original copy of this Amendment and all of which, when taken together, will be deemed one and the same Amendment. Any electronic delivery (e.g., email, fax, .pdf, .jpg, photograph, etc.) of a party’s signature on any copy of this Amendment shall be deemed to be the delivery by such party of its original binding signature hereon.

(signature page follows)

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

SELLER:

CITY OF BELLEVUE,
a municipal corporation

By: _____

Print Name: _____

Its: _____

BUYER:

REDWOOD USA LLC,
an Ohio limited liability company

By: _____

David Conwill, Authorized Representative

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
11/15/2022

COUNCIL MEETING DATE: 11/15/2022		SUBMITTED BY: Public Works		
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:

Contract to Purchase Professional Services Lamp Rynearson Engineering for Wetlands and Grading of site for a Competitive Swimming & Diving Natatorium and Water Park Master Plan

SYNOPSIS/BACKGROUND:

Contract for Professional Services. The attached scope of services that has been provided by Lamp Rynearson to develop a Wetlands and Grading plan for the Master Plan for a Competitive Swimming & Diving Natatorium and Water Park for the City of Bellevue Nebraska.

FISCAL IMPACT: **17,500.00** BUDGETED FUNDS?: GRANT/MATCHING FUNDS?: **NO**

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: **Purchase of Professional Service**

CONTRACT EFFECTIVE DATE: **11/01/2022** CONTRACT TERM: **12/31/2022** CONTRACT END DATE: **12/31/2022**

PROJECT NAME: **Competitive Swimming & Diving Natatorium and Water Park Wetlands and Grading Plan**

START DATE: **11/01/2022** END DATE: **12/31/2022** PAYMENT DATE: **12/31/2022** INSURANCE REQUIRED: **NO**

CIP PROJECT NAME: **Competitive Swimming & Diving Natatorium and Water Park Master Plan** CIP PROJECT NUMBER: _____

STREET DISTRICT NAME (S): **City Wide** STREET DISTRICT NUMBER (S): **City Wide**

ACCOUNTING DISTRIBUTION CODE: **6034** ACCOUNT NUMBER: **10-10-6034**

RECOMMENDATION:

The Public Works Department recommends the approval of the contract with Lamp Rynearson to develop a Wetlands and Grading for the Master Plan for a Competitive Swimming & Diving Natatorium and Water Park for the City of Bellevue.

ATTACHMENTS:

- | | | |
|-------------------------------------|----------|----------|
| 1. Contract Scope of Service | 2. _____ | 3. _____ |
| 4. _____ | 5. _____ | 6. _____ |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. B. Rynearson
[Signature]
[Signature]

VIA Email

October 24, 2022

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

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

REFERENCE: Proposal for Civil Engineering Services
Bellevue Entertainment District
Bellevue, Nebraska

Dear Mr. Clark:

Lamp Rynearson is pleased to present this Proposal to The City of Bellevue (CLIENT) to provide preliminary engineering services associated with the Bellevue Entertainment District project. We understand the scope of our services for this Project will include the following tasks.

SCOPE OF SERVICES

A. Preliminary Grading Plan Design

1. Prepare a Preliminary Grading Plan based on the conceptual layout provided by Holland Basham Architects (HBA).
2. Provide electronic files to HBA and the CLIENT for use in creating conceptual renderings.

Preliminary Grading Plan Design Assumptions

1. The preliminary grading design will be based on the provided layout from HBA and the CLIENT.
2. Final construction documents will be part of a separate proposal.
3. We will use existing GIS contour data and aerial photographs to create an existing base file. Prior to final design, a topographic survey will be necessary for design.
4. Engineer's construction cost estimates are not included in our proposal. If required, cost estimating will be considered an additional service.

B. Desktop Wetland Delineation

1. Perform an initial desktop wetland delineation to determine possible jurisdictional waterways and wetlands on the project site.

Wetland Desktop Delineation Assumptions

1. The desktop wetland delineation will be based on available data such as GIS, US Fish and Wildlife Service National Wetland Inventory, USGS soil survey and aerial photographs.
2. A full wetland delineation will need to be performed on the project site prior to final design.

C. General Assumptions

1. The project will be completed in accordance with the scope outlined above and assumes a "one-time design." Any modifications to the design concept after work has been completed will be considered additional services.
2. Electronic files for the site plan compatible with ACAD 2020 will be provided to Lamp Rynearson by the CLIENT or HBA.
3. All meetings will be in the Omaha metropolitan area.

SCHEDULE

We are prepared to begin work on the project immediately upon receipt of a signed copy of this proposal. We will work with the CLIENT and HBA on an agreeable schedule.

COMPENSATION

We propose to bill for our services on the basis of hourly charge rates plus reimbursable expenses incurred. For the tasks listed above, we anticipate our fees will be approximately **\$17,500**. Due to the unpredictable nature of the design process, our fee could be less than or more than the estimated fee. We will make reasonable attempts to notify you ahead of time should our fees exceed this estimated amount.

SUPPLEMENTAL TERMS AND CONDITIONS

1. Invoices will be submitted monthly. All invoices are due upon receipt.
2. All reports, drawings, specifications, computer files, field data, notes, and other documents prepared by Lamp Rynearson, Inc. are instruments of professional service and shall remain the property of Lamp Rynearson, Inc. Lamp Rynearson, Inc. shall retain all common law, statutory, and other reserved rights, including, without limitation, the copyrights thereto.
3. This proposal is valid if acceptance of this proposal and work authorization for our services are both received within 90 days from the date of this proposal. After this deadline, our scope of services and fees may be re-evaluated.
4. Past due accounts are charged a one-percent interest rate per month on any unpaid balance. If payment in full is not paid within 30 days from the date of the invoice, Lamp Rynearson reserves the right to immediately cease work. Lamp Rynearson shall be entitled to recover attorney fees, court costs, and any other costs of collection which may be incurred in collecting this account.
5. If directed to suspend or cease work, Lamp Rynearson shall be paid for services performed prior to the receipt of notice to cease work, together with any expenses from cessation of work. Should work on this project be stopped and consequently re-started, CLIENT hereby agrees Lamp Rynearson may adjust the proposed fees or other compensation for the remaining work.
6. The City of Bellevue hereby agrees, by acceptance of this proposal, to limit the liability of Lamp Rynearson, Inc. to The City of Bellevue and to all construction contractors, arising from Lamp Rynearson, Inc. professional acts, errors or omissions such that total aggregate liability of Lamp Rynearson, Inc. to all those named shall not exceed \$17,000 or Lamp Rynearson, Inc. total fees for services rendered on the project, whichever is greater.

We appreciate the opportunity to present this Proposal and look forward to assisting you in the successful completion of this Project. We would be glad to discuss any questions you may have. Please refer questions to Joe Flaxbeard, Project Manager. If this Proposal is acceptable, we ask for acknowledgment by returning one (1) signed copy to us.

Sincerely,

LAMP RYNEARSON, INC.



Michael P. McIntosh, P.E., CFM
Design Group Lead



Joseph T. Flaxbeard, P.E.
Senior Project Manager

Accepted By:

City of Bellevue

Date

Print Name: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16e.
11/15/2022

COUNCIL MEETING DATE: 11/15/2022		SUBMITTED BY: Public Works	
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:

Contract to Purchase Professional Services Holland Basham Competitive Swimming & Diving Natatorium and Water Park Master Plan

SYNOPSIS/BACKGROUND:

Contract for Professional Services. The attached scope of services that has been provided by Holland and Basham to develop a Master Plan for a Competitive Swimming & Diving Natatorium and Water Park for the City of Bellevue Nebraska.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="text" value="YES"/>	COUNTER-PARTY: <input type="text" value="Holland & Basham"/>	INTERLOCAL AGREEMENT: <input type="text" value="NO"/>
CONTRACT DESCRIPTION: <input type="text" value="Purchase of Professional Service"/>		
CONTRACT EFFECTIVE DATE: <input type="text" value="11/01/2022"/>	CONTRACT TERM: <input type="text" value="12/31/2022"/>	CONTRACT END DATE: <input type="text" value="12/31/2022"/>
PROJECT NAME: <input type="text" value="Competitive Swimming & Diving Natatorium and Water Park Master Plan"/>		
START DATE: <input type="text" value="11/01/2022"/>	END DATE: <input type="text" value="12/31/2022"/>	PAYMENT DATE: <input type="text" value="12/31/2022"/>
INSURANCE REQUIRED: <input type="text" value="NO"/>		
CIP PROJECT NAME: <input type="text" value="Competitive Swimming & Diving Natatorium and Water Park Master Plan"/>	CIP PROJECT NUMBER: <input type="text"/>	
STREET DISTRICT NAME (S): <input type="text" value="City Wide"/>	STREET DISTRICT NUMBER (S): <input type="text" value="City Wide"/>	
ACCOUNTING DISTRIBUTION CODE: <input type="text" value="6034"/>	ACCOUNT NUMBER: <input type="text" value="10-10-6034"/>	

RECOMMENDATION:

The Public Works Department recommends the approval of the contract with Holland & Basham to assist with the development of a Master Plan for a Competitive Swimming & Diving Natatorium and Water Park for the City of Bellevue.

ATTACHMENTS:

1. <input type="text" value="Contract Scope of Service"/>	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. Blue Robb
[Signature]
[Signature]

Proposal for Professional Architectural & Engineering Services

Date October 25, 2022

Client Doug Clark
Public Works Director
City of Bellevue, NE
1510 Wall Street
Bellevue, NE 68005

Project

Name: Bellevue – Natatorium & Competitive Swimming and Diving Complex & Water Park
Number: 22175

Project Information

Project Description: Conceptual design for a future entertainment district to include a natatorium and competitive swimming/sports complex. Actual location of the site is to be determined in the future. This phase of the project is high level looking at overall SF and layouts needed for the entertainment district.

Holland Basham Architects is to provide design documents (site rendering, 3D imagery) for the masterplan of the project area with the following components:

- Natatorium Competitive Swimming and Diving Complex
- Water park
- Parking
- Other amenities Assigned

- **Schedule:**
 - 11/4/2022: Rough site topography layout working with Lamp Rynearson (separate contract with the City of Bellevue)
 - 12/5/2022: Site renderings from Holland Basham to the City of Bellevue
- **Major components:**
 - **Water park**
 - Management
 - Parking
 - Adjacent retail

Scope of Services

Architectural

- Renderings as noted

Engineering

- Mechanical (HVAC, plumbing & sprinkler) - NA
- Electrical (power, lighting, telecom pathways) - NA

Meetings

- As needed for owner coordination.

Owner-Provided Information/Services

- Geotechnical information
- Survey
- Site entitlements

Exclusions

- Schematic, design development, construction documents
- Studies for life cycle cost analysis, energy code compliance, and energy usage
- Site visits beyond those identified in the Scope of Service
- Record drawings
- Telecom system design
- Low voltage design
- Special systems (UPS & A/V pathways)
- Construction cost estimate
- Waivers on variances required by Government Agencies
- Structural engineering
- FFE, signage, artwork & plant selection
- NPDES inspections during construction
- Building Commissioning
- Building Permit Submission

Fee Basis

Lump-sum fee: \$ 27,500.00

Reimbursable Expenses

- Travel costs - Scope includes the time for the trips listed in Meetings, above, but not trip expenses
- Reproduction costs for drawings and specifications
- In-house printing
- Delivery costs such as postage, courier charges, etc.
- Long-distance communications
- Applicable taxes on services
- Drone video and scanning services

Reimbursable expenses are in addition to the fees stated above. All expenses are billed at 1.1 x actual cost.

Terms and Conditions

Holland Basham Architects will perform the Services outlined in this Agreement for the stated Fee Basis.

Significant changes to the Scope of Services initiated by the Client will constitute a claim for a reasonable and equitable fee adjustment. Fee adjustments will be billed on a negotiated lump sum or hourly basis per the rate schedule below. Consultant's additional services are billed at 1.1x actual cost.

2022 Hourly Rate Schedule:

	HBA
▪ Principal	\$255.00
▪ Partner	\$215.00
▪ Associate Partner/Project Manager	\$200.00
▪ Sr. Project Architect/Sr. Lighting Designer	\$195.00
▪ Project Architect & Sr. Interior Designer	\$180.00
▪ Staff Architect	\$165.00
▪ Interior Designer/Engineer & Designer	\$140.00
▪ Low Voltage Specialist & Commissioning Agent	n/a
▪ Technician II	\$90.00
▪ Technician I	\$45.00
▪ Clerical	\$65.00
▪ Drone Services	\$160.00

Invoices for Architectural or Consultant Services shall be payable within 30 days of invoicing. Past due accounts will be subject to a monthly service charge of one percent (1.0%) on the then unpaid balance.

In providing services under this Agreement, the Architect will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, partners, employees and subconsultants, and any of them, to the Client and anyone claiming by or through the Client, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the limits indicated below. It is intended that this limitation applies to any and all liability or cause of action however alleged or arising unless otherwise prohibited by law. Total Liability is \$50,000.00

Cost of work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include Contractor's general condition costs, overhead, and profit.

The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation.

The Client or Architect may terminate this Agreement upon advanced written notice should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Architect for all Services rendered to the date of termination, plus all reimbursable expenses.

If this proposal is satisfactory, please sign and return a copy of this agreement to us for our files.

Acceptance

Holland Basham Architects

City of Bellevue



Name: Thomas R. Zuk
Title: Principal
Date: October 25, 2022

Name: _____
Title: _____
Date: _____

TZ

cc: Kristina Blatchford, HBA

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16f.
11/15/2022

COUNCIL MEETING DATE: 11/07/2022	SUBMITTED BY: Streets	
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:

Contract with Heimes Corp. to Repair Stormwater Drainage Culvert south of Mission and east of Offutt Air Force Base.

SYNOPSIS/BACKGROUND:

Contract with Heimes Corp. to repair damaged stormwater drainage culvert. Location is south of Modification Road to repair damaged storm sewer. The culvert is a 60 inch stormwater drain and handles the stormwater runoff from south of Mission and Offutt Air Force Base. Due to the location of the culvert and nature of the damage this project is deemed an emergency repair to prevent stormwater and drainage from negatively impacting the NRD Roadway along the Brown River, damaging Manholes, and NRD Outfall Monitoring Systems.

FISCAL IMPACT: 14,733 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Repair Damaged Stormwater Culvert

CONTRACT EFFECTIVE DATE: 11/15/2022 CONTRACT TERM: 12/31/2022 CONTRACT END DATE: 12/31/2022

PROJECT NAME: Stormwater Culvert Repair - South of Mission & East of Offutt

START DATE: 11/15/2022 END DATE: 12/31/2022 PAYMENT DATE: 12/31/2022 INSURANCE REQUIRED: NO

CIP PROJECT NAME: Stormwater Culvert Repair CIP PROJECT NUMBER: _____

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

ACCOUNTING DISTRIBUTION CODE: 15 ACCOUNT NUMBER: 6399

RECOMMENDATION:

The Public Works Department recommends the approval of the contract with Heimes Corp. to perform an emergency repair to the stormwater drainage culvert.

ATTACHMENTS:

- Contract for Purchase
-
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]



Proposal

Excavating & Utilities Division
9144 South 147th Street • Omaha, NE 68138-3866
(402) 894-1000 • Fax (402) 894-2444

Proposal Submitted To
City of Bellevue
1510 Wall St
Bellevue, NE 68005
Attn.: Bobby

Date **11/1/22**
Phone **402.293.3127**
Email Bobby.riggs@bellevue.net
Job Info **South of Modification RD**
CMP Storm Sewer Repair

Storm Sewer Replacement:

Mobilize to site
Excavate existing 20 LF of damaged CMP
Furnish and install 20 LF of either 60" HDPE or CMP
Pour concrete collars at coupling locations
Backfill with existing soils

BID PRICE \$ 19,363.00

Notes:

- No performance bond has been included – if needed, ADD \$ 263.85
- No surveying, staking or compaction testing has been included
- No coordination or safety protocols with the air base have been included – all communication to be through the City of Bellevue
- No seeding or slope restoration has been included – if needed, ADD \$1,982.00
- No winter conditions have been included – work to be performed prior to frost
- No testing or inspections have been included – repair only
- *Pricing for HDPE or CMP is within \$ 180.00 – material to be used will be based on availability of piping
- *If piping can be repaired by covering top half of piping with HDPE and leaving existing flowline intact with "clam-shell" repair – DEDUCT \$ 4,630.00 from bid pricing
- *Pricing is based on working directly with City of Bellevue representative – Bobby Riggs – if other engineering firm is to oversee work/direct work, pricing will be recalculated and bid price on this proposal will not be valid

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Matt Sykora for Heimes Corp.

This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Signature _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16g.
11/15/2022

COUNCIL MEETING DATE: 11/15/2022		SUBMITTED BY: Doug Clark, Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Interlocal agreement regarding payment of expanded force main costs for the expansion of the unified SSWS within Bellevue's extraterritorial jurisdiction.

SYNOPSIS/BACKGROUND:

The Expanded force main infrastructure costs payable by Bellevue to the Agency under the Bellevue Sewer Expansion Interlocal shall be approximately \$3,631,058.00. Since the estimated Bellevue Sewer Expansion costs is different than the original \$2,000,000 estimate, in accordance within section 2(c) of the Bellevue Sewer Expansion Interlocal. The Agency shall remit to Bellevue an amount equal to 11.293% of all connection fees received by the Agency from development within the Bellevue Expansion Area until such time Bellevue is reimbursed in full for the actual Expanded Force Main Cost.

FISCAL IMPACT: \$3,631,058.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Interlocal agreement regarding payment

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: SSWS-Exp Main ACCOUNT NUMBER: 7000

RECOMMENDATION:

Approve and authorize the Mayor to sign the Interlocal agreement regarding payment of expanded force main costs.

ATTACHMENTS:

1. Interlocal Agreement	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



INTERLOCAL AGREEMENT REGARDING PAYMENT OF EXPANDED FORCE MAIN COSTS FOR THE EXPANSION OF THE UNIFIED SSWS WITHIN BELLEVUE'S EXTRATERRITORIAL JURISDICTION

THIS INTERLOCAL AGREEMENT (this "Agreement") is made by and between the Sarpy County and Cities Wastewater Agency (the "Agency") and the City of Bellevue, Nebraska ("Bellevue"). Capitalized terms used herein shall have the same meaning as defined in the Formation Interlocal (as defined below), unless otherwise specified herein.

WHEREAS, the Agency was created as a separate body corporate and politic by the County and the Cities pursuant to the Interlocal Agreement Creating the Sarpy County and Cities Wastewater Agency dated September 19, 2017 (as amended, the "Formation Interlocal"), by the authority granted under the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. 13-801, et seq. (the "Act");

WHEREAS, the Agency and Bellevue are parties to that certain Interlocal Agreement for the Expansion of the Unified SSWS and Amendment to the Agency's Jurisdiction within Bellevue's Extraterritorial Jurisdiction with an effective date of January 26, 2022 (the "Bellevue Sewer Expansion Interlocal") concerning the Agency's design and construction of certain Expanded Force Main Infrastructure (as defined therein) to serve the Bellevue Expansion Area (as defined therein) and the payment and reimbursement of related Expanded Force Main Costs (as defined therein);

WHEREAS, pursuant to subsections 2(a) and 2(b) of the Bellevue Sewer Expansion Interlocal, the Agency's Project Engineer and the Bellevue Public Works Director agreed in writing as to what elements of the Phase 1A force main infrastructure would be considered Expanded Force Main Infrastructure, and the inclusion of the Expanded Force Main Infrastructure into the design and construction plans and specifications for Phase 1A of the Unified SSWS;

WHEREAS, pursuant to subsection 2(b) of the Bellevue Sewer Expansion Interlocal, Bellevue agreed to reimburse the Agency for the actual Expanded Force Main Costs incurred by the Agency for the design and construction of Phase 1A of the Unified SSWS;

WHEREAS, the Agency has provided Bellevue with a breakdown of the costs and expenses related to the construction of the Expanded Force Main Infrastructure, and Bellevue subsequently approved the same prior to the Agency awarding the construction management at risk contract to Hawkins Construction Company (the "Hawkins Construction Contract") and commencing construction thereunder; and

WHEREAS, in furtherance of the foregoing and in accordance with the Bellevue Sewer Expansion Interlocal, the parties desire to memorialize their agreements with respect to the determination of the Expanded Force Main Costs on the terms and conditions set forth herein.

IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. **Expanded Force Main Infrastructure.** In accordance with subsections 2(a) and 2(b) of the Bellevue Sewer Expansion Interlocal, Bellevue hereby acknowledges and approves (a) the plans and specifications for the Expanded Force Main Infrastructure are properly included in the Agency's design and construction plans and specifications for Phase 1A of the Unified SSWS; and (b) the Agency's notice to proceed under the Hawkins Construction Contract for the portions of the project that include the Expanded Force Main Infrastructure.

2. **Expanded Force Main Costs.**

(a) Bellevue represents and warrants to the Agency that Bellevue has paid in full all costs and expenses for the design of the Expanded Force Main Infrastructure.

(b) As of the effective date of this Agreement, the parties acknowledge and agree that the estimated Expanded Force Main Costs payable by Bellevue to the Agency under the Bellevue Sewer Expansion Interlocal shall be approximately \$3,631,058. Any changes to such amount shall be in accordance with subsection 2(b) of the Bellevue Sewer Expansion Interlocal and the applicable provisions of the Hawkins Construction Contract.

(c) Since the estimated Bellevue Sewer Expansion Costs (\$3,631,058) is different than the original \$2,000,000 estimate, in accordance with Section 2(c) of the Bellevue Sewer Expansion Interlocal, the parties acknowledge and agree that, as of the effective date of this Agreement, the Agency shall remit to Bellevue an amount equal to **11.293%** (in lieu of 6.376%) of all Connection Fees (as defined in the Agency Rates/Fees Schedule) received by the Agency from development within the Bellevue Expansion Area until such time as Bellevue is reimbursed in full for the actual Expanded Force Main Cost.

i. The 11.293% remittance to Bellevue is based on the percentage the estimated Expanded Force Main Costs (as revised pursuant to subsection (b) above) bears to the Connection Fees the Agency projects to receive for Phase 1A of the Unified SSWS.

ii. If, at any time after the effective date of this Agreement, the estimated Expanded Force Main Infrastructure Costs (as revised pursuant to subsection (b) above) changes in accordance with subsection (b) above, the parties shall agree in writing on a new percentage remittance based on the percentage of the then-revised Expanded Force Main Costs bears to the Connection Fees the Agency projects to receive for Phase 1A of the Unified SSWS.

(d) Subsections 2(b), 2(c) and 2(d) of the Bellevue Expansion Interlocal shall govern the parties' respective obligations with respect to the invoicing, payment and reimbursement of the Expanded Force Main Costs actually incurred by the Agency.

3. **Interlocal Cooperation Act.** This Agreement is entered into between the parties pursuant to the Act. The parties agree:

(a) This Agreement does not establish any separate legal or administrative entity;

(b) Once this Agreement becomes effective as set forth in Section 5 below, this Agreement shall continue in full force and effect until both the Agency and Bellevue agree in writing otherwise; provided, however, the parties may not terminate this Agreement to the extent prohibited pursuant to any future agreement(s) with an operator of the Unified SSWS and/or any third-party lender or financier for the construction, operation, maintenance and financing of the Unified SSWS;

(c) The purpose hereof is to memorialize the parties' intent with respect to the approvals of the design and construction of the Expanded Force Main Infrastructure and to provide an updated estimate of the Expanded Force Main Cost;

(d) No separate financing is necessary for the implementation of this Agreement;

(e) Termination of this Agreement other than as herein expressly provided for and any modification of the terms hereof shall require the mutual agreement of the parties as evidenced by formal resolution of their respective governing bodies or by written agreement of their respective designees as appointed by formal resolution; and

(f) Any cooperative effort that is needed will be administered by the respective designees of each party. There will be no need for the parties to jointly acquire, hold, and dispose of any real or personal property pursuant to this Agreement.

4. **Cooperation.** The parties agree to execute and deliver all documents, provide all information, and take or forebear from such action as may be necessary or appropriate to achieve the purposes of this Agreement, and the parties hereto shall further perform the applicable provisions of this Agreement in good faith and with due diligence and in cooperation with the other party. The parties shall refrain from taking any action that is inconsistent with the terms hereof.

5. **Effective Date.** This Agreement shall be in full force and effect as of the date of execution hereof by the last of the parties hereto and shall continue until terminated by mutual agreement of the parties hereto.

6. **Miscellaneous.** The recitals above and exhibits attached hereto are hereby incorporated herein by this reference. This Agreement may be modified only by written amendment, duly executed by authorized representatives of the parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Every amendment shall specify the date on which its provisions shall be effective. This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof except as provided herein. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect. All covenants, stipulations and agreements in this Agreement shall inure to the benefit of the parties hereto and extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

This Agreement by the parties hereto is expressed by the approval in open meeting by the Agency and Bellevue, and the following execution by their respective authorized representatives.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

Signed by the Sarpy County and Cities Wastewater Agency this ____ day of _____, 2022.

SARPY COUNTY AND CITIES
WASTEWATER AGENCY,
A Political Subdivision

By: _____
Chairperson, Agency Board

ATTEST:

Secretary, Agency Board

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

Signed by the City of Bellevue this _____ day of _____, 2022.

CITY OF BELLEVUE, a Nebraska Municipal Corporation.

By: _____
Mayor, Rusty Hike

ATTEST:

City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16h.
11/15/2022

COUNCIL MEETING DATE: 11/15/2022		SUBMITTED BY: Doug Clark, Public Works Director		Epiphany Ramos/Wastewater Dept.	
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:

Purchase of 2023 Ford Transit 350 Utility Van for Wastewater Department

SYNOPSIS/BACKGROUND:

The approved FY 22-23 Budget and C.I.P., Wastewater department included \$80,000 for utility van replacement. Public Works is requesting authorization to purchase a utility van from Anderson Ford, (NE contract #15605) This is for purchase of the Van only, equipment racking/outfitting will be additional.

FISCAL IMPACT: \$55,904.00 BUDGETED FUNDS?: YES 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: 2023 Ford Transit 350 Utility Van for Wastewater Department

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

CIP PROJECT NAME: Utility Van Replacement CIP PROJECT NUMBER: CIPWW23(1)

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

ACCOUNTING DISTRIBUTION CODE: 7110 ACCOUNT NUMBER: 7110

RECOMMENDATION:

City Council and Mayor to authorize purchase utility van from Anderson Ford per state of Nebraska contract.

ATTACHMENTS:

- | | | |
|------------------------|----------|----------|
| 1. Anderson 2023 Quote | 2. _____ | 3. _____ |
| 4. _____ | 5. _____ | 6. _____ |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

ABryy Robu
[Signature]
[Signature]

ANDERSON

www.AndersonAutoGroup.com

October 25th, 2022

City of Bellevue
Waste Water Division

State Contract # 15605

- 2023 Ford Transit 350: \$43,924
- All wheel drive: \$5,495
- High Roof: \$5,595
- Reverse sensing system: \$295
- Sliding side door: \$595
- 3.5L V6 engine
- 10 speed automatic transmission
- Oxford white exterior
- Gray cloth interior
- Flex fuel capable

Total Price: \$55,904

Bobby Colclasure

Commercial & Fleet Director
2500 Wildcat Dr., Lincoln, NE 68521
Cell-402-617-4521

Because People Matter...

We will serve your needs by always doing what is right.



LINCOLN NORTH
2500 Wildcat Drive
Lincoln, NE 68521
402 458 9800

LINCOLN SOUTH
3201 Yankee Hill Road
Lincoln, NE 68512
402 464 0661
(Opening Fall 2011)

GRAND ISLAND
120 Diers Avenue
Grand Island, NE 68803
308 384 1700

ST. JOSEPH
2207 North Belt Highway
St. Joseph, MO 64506
816 383 8000

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16i.
11/15/2022

COUNCIL MEETING DATE: 11/15/2022		SUBMITTED BY: Doug Clark, Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

HGM associates Inc agreement for engineering and surveying services for the Pedestrian Bridge Demolition; Galvin Road & Hansen Avenue.

SYNOPSIS/BACKGROUND:

HGM associates project consists of the design and construction document preparation for the demolition of the pedestrian bridge and approach walkways located at the intersection of Galvin Road & Hansen Avenue, near Birchcrest Elementary School.

FISCAL IMPACT: \$11,910.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: HGM engineering and surveying services

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Galvin Rd & Hansen Ave - Pedestrian Bridge Removal

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

CIP PROJECT NAME: Galvin Rd & Hansen Ave - Pedestrian Bridge Removal CIP PROJECT NUMBER: ST23(06)

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

ACCOUNTING DISTRIBUTION CODE: 7010 ACCOUNT NUMBER: 10-15-7010

RECOMMENDATION:

Approve and authorize the Mayor to sign the agreement with HGM Associates.

ATTACHMENTS:

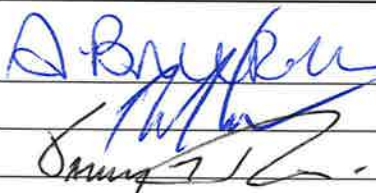
1. Agreement	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





October 19, 2022

Mr. Matt Knight, P.E.
City of Bellevue Public Works Department
1510 Wall Street
Bellevue, NE 68005

Subject: Pedestrian Bridge Demolition
Galvin Road & Hansen Avenue
HGM Proposal No. 000722-201

Dear Matt:

On behalf of HGM ASSOCIATES INC. (HGM) we are pleased to submit this letter form agreement for engineering and surveying services for the referenced project. This agreement consists of this letter, the attached Scope of Services labeled as Exhibit A and the attached General Provisions labeled as Exhibit B.

HGM will provide Basic Engineering Services for Surveying and Final Design Documents. These services are more specifically defined in the attached Scope of Services, Exhibit A. We will also provide Additional Services and/or Construction Period Services upon your request and receipt of your written authorization.

HGM will provide these Basic Services on an hourly basis with our total estimated cost to be \$11,910.00. Additional Services will be charged on an hourly basis in accordance with our standard hourly rate schedule.

We will bill you monthly for our services and reimbursable expenses proportionate to the work completed on the project. All fees are due and payable to HGM within 30 days of the invoice date. A service charge of one and one-half percent per month will be added to any amounts outstanding after 30 days.

Mr. Matt Knight, P.E.

October 19, 2022

Page 2 of 2

We anticipate that we will be able to begin work on this project within five (5) working days of receiving your authorization to proceed in the form of your acceptance of this agreement. We estimate that all work can then be completed within 60 days of your authorization to proceed. If at any time we are delayed in the performance of these services, we will notify you immediately. Please note that any information to be provided by you as defined under Client's Responsibilities in the attached Scope of Services will need to be furnished to HGM prior to our beginning work.

Please indicate your acceptance of this agreement by signing where indicated below and returning one original signed copy to this office; OR, you may then scan a complete set of this document and email it in its entirety to HGM. We sincerely appreciate the opportunity to work with you.

Yours very truly,
HGM ASSOCIATES INC. - CONSULTANT



William J. Glismann, P.E.
Senior Project Manager



Stephen W. Moffitt, P.E.
Vice President

Acceptance of Proposal:
CITY OF BELLEVUE PUBLIC WORKS - CLIENT

Authorized Signature

Printed Name & Title

Date of Acceptance

This is an exhibit attached to and made part of the letter agreement dated October 19, 2022, between: CITY OF BELLEVUE PUBLIC WORKS DEPARTMENT (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT).

Project Description: **Pedestrian Bridge Demolition**
Galvin Road & Hansen Avenue
HGM Proposal No. 000722-201

The project consists of the design and construction document preparation for the demolition of the pedestrian bridge and approach walkways located at the intersection of Galvin Road & Hansen Avenue, near Birchcrest Elementary School. Design to include grading of the site following demolition and construction of new sidewalk as necessary at the demo site.

The Basic Services to be provided by the CONSULTANT under this agreement are further described as follows:

1. TOPOGRAPHIC SURVEY (\$2,860)
 - A. Topographic survey of bridge abutments and ramps on east side of Galvin Road, and SW corner of Hansen Avenue & Galvin Road.
 - B. Develop topographic drawing of project site.

2. FINAL DESIGN (\$7,050)
 - A. Field Investigation of Project Site.
 - B. Review Meeting with CLIENT.
 - C. Calculate quantities and prepare an Opinion of Probable Construction Cost.
 - D. Complete Design and Final Construction Drawings. Anticipated drawings include:
 1. General Notes / Estimated Quantities,
 2. Demolition Plan,
 3. Construction / Grading Plan,
 4. Sidewalk Details.

3. BID PERIOD SERVICES (\$2,000)
 - A. Answer contractor questions and requests for information.
 - B. Prepare addendums as needed.
 - C. Evaluate Bids.
 - D. Attend Pre-Construction Meeting.

Design Notes:

1. The City of Bellevue will prepare and print the Bidding, Contract Documents, and the General Requirements.
2. Drawings will reference City of Omaha Standard Specifications and will have any other specification information noted on the drawing. No separate specifications will be prepared.
3. SWPPP will not be required because site disturbance is anticipated to be less than 1 acre.

CLIENT'S RESPONSIBILITIES:

In order for the CONSULTANT to perform these services, the CLIENT agrees to furnish the following information:

- A. None.

This is an exhibit attached to and made part of the letter agreement dated October 19, 2022, between: CITY OF BELLEVUE - PUBLIC WORKS (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT). The General Provisions agreed to by CONSULTANT and CLIENT are as follows:

Ownership of Instruments of Service: All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The CONSULTANT shall retain these records for a period of ten (10) years, during which period they will be made available to the CLIENT at all reasonable times. CONSULTANT will provide CLIENT with a paper copy of the plans, the specifications, and laboratory test reports for information and reference in connection with the project; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others. Any such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT or CONSULTANT'S subconsultants.

CADD/Electronic Files: In accepting, and utilizing any drawings, reports and data on any form of electronic media generated by the CONSULTANT, the CLIENT agrees that all such electronic files are instruments of service. The CLIENT agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes to, or reuse of, the electronic files for any projects by anyone other than the CONSULTANT. In the event of a conflict between printed hard copy documents signed and sealed by the CONSULTANT and electronic files, the hard copy documents shall govern.

Termination or Suspension: If the CLIENT fails to make payments to the CONSULTANT in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the CONSULTANT'S option, cause for suspension of performance of services under this Agreement. If the CONSULTANT elects to suspend services, the CONSULTANT shall give seven days' written notice to the CLIENT before suspending services. In the event of a suspension of services, the CONSULTANT shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services. Before resuming services, the CONSULTANT shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

If the CLIENT suspends the Project, the CONSULTANT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the CONSULTANT shall be compensated for expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

In the event of termination not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses indicated in the next paragraph.

Termination Expenses are in addition to compensation for the CONSULTANT'S services and include expenses directly attributable to termination for which the CONSULTANT is not otherwise compensated.

The CLIENT'S rights to use the CONSULTANT'S Instruments of Service in the event of a termination of this Agreement are set forth in the Ownership of Instruments of Service clause above. If the CLIENT requests copies of the CONSULTANT'S Instruments of Service, the cost of the preparation of those copies shall be considered as a Termination Expense.

Plan Revisions: If, after any plans or specifications are completed on any portion thereof, and are approved by the CLIENT and other necessary agencies, the CONSULTANT is required to change plans and specifications because of changes made, authorized, or ordered by the CLIENT, then the CONSULTANT shall receive additional compensation for such changes. Fees for these changes will be computed on an hourly basis.

Information Furnished by CLIENT: CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

Information Furnished by Utility Companies: The utility locations shown on the CONSULTANT'S instruments of service are from locates or drawings provided to the CONSULTANT by the utility companies. The CONSULTANT makes no guarantee that the utilities shown on the CONSULTANT'S instruments of service comprise all such utilities in the area, either in service or abandoned. The CONSULTANT further does not warrant that the utilities shown on the instruments of service are in the exact location indicated.

Successors and Assigns: Both parties agree that, upon execution of this agreement, same shall be binding upon their/its successors, assigns, and legal representatives until terminated by the expiration of agreement or termination by written notice, as provided above.

Limitation of Liability: The CLIENT agrees that to the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT, CONSULTANT'S officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to torts, negligence, professional errors or omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by CONSULTANT or \$100,000 whichever is greater.

Waiver of Consequential Damages: Notwithstanding anything in this Agreement to the Contrary, it is agreed that CONSULTANT shall not be liable in any event for any special or consequential damages suffered by the CLIENT arising out of the services hereunder. Special or consequential damages as used herein shall include, but not limited to, loss of capital, loss of product, loss of use of any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability.

Opinion of Probable Construction Cost: Opinions of probable construction costs and detailed cost estimates prepared by the CONSULTANT represent his/her best judgment as a design professional familiar with the construction industry. It is recognized, however, that the CONSULTANT has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices or over competitive bidding or market conditions. Accordingly, the CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the CONSULTANT's opinion of probable construction cost.

Construction Phase Services: (If included under the scope of this Agreement) The CONSULTANT shall provide administration of the Contract between the CLIENT and the Contractor as set forth below and in General Conditions of the Contract for Construction. The CONSULTANT's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the CONSULTANT issues the Statement of Final Completion.

The CONSULTANT shall advise and consult with the CLIENT during the Construction Phase Services. The CONSULTANT shall have authority to act on behalf of the CLIENT only to the extent provided in this Agreement or the General Conditions of the Contract for Construction. The CONSULTANT shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall be responsible for the CONSULTANT's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

The CONSULTANT shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in substantial compliance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the CONSULTANT shall keep the CLIENT reasonably informed about the progress and quality of the portion of the Work completed, and report to the CLIENT (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

Jobsite Safety: That the General Contractor shall be solely responsible for jobsite safety, and that this intent shall be carried out in the CLIENT'S contract with the General Contractor, and that such contract shall indemnify the CONSULTANT. The CONSULTANT, and his agents, shall be named as an additional insured on the General Contractor's policies of general liability insurance.

Construction Staking: That the Fees the CONSULTANT receives for the task of construction staking are not commensurate with the potential risk. CLIENT, therefore, agrees to check or require General Contractor to check the location of all construction stakes placed by the CONSULTANT. CLIENT further agrees to limit liability of CONSULTANT for construction staking services such that the total liability of the CONSULTANT shall not exceed the CONSULTANT'S compensation received for the particular service, or \$5,000.00, whichever is greater.

Hazardous Materials: The CLIENT agrees that the CONSULTANT's scope of services does not include any services related to the presence of any asbestos, fungi, bacteria, mold or hazardous or toxic materials. Should it become known to the CONSULTANT that such materials may be present on or adjacent to the jobsite, the CONSULTANT may, without liability for any damages, suspend performance under this agreement, until CLIENT takes appropriate action to remove or abate said materials. The CLIENT further agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, partners, employees and subconsultants (collectively, CONSULTANT) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos, fungi, bacteria, mold, hazardous or toxic substances, or products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the CONSULTANT.

Mediation: Any claims or disputes under this agreement shall be submitted to non-binding mediation.

ADDENDUM

This Addendum is made this 19th day of October 2022, by and between the City of Bellevue, a Municipal Corporation (hereinafter referred to as "City") and HGM Associates Inc., (hereinafter referred to as "Contractor"), pursuant to the Contract entered into between the parties dated the 19th of October 2022.

City and Contractor agree that the following provision is agreed to and incorporated by reference into the Agreement:

NEW EMPLOYEE WORK ELIGIBILITY STATUS

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

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contract agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required, and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

Date: October 6, 2022

THE CITY OF BELLEVUE, NEBRASKA

HGM ASSOCIATES INC.- CONSULTANT

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTEST:

City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16j.
11/15/2022

COUNCIL MEETING DATE: 11/15/2022	SUBMITTED BY: Doug Clark	Public Works Director
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Nebraska Department of Transportation Maintenance Agreement No. 5

SYNOPSIS/BACKGROUND:

Yearly renewal of the agreement between the City of Bellevue and Nebraska Department of Transportation for reimbursement in the amount of \$25,907.20 for Highway 370 maintenance covering the January 1, 2023 through December 31, 2023.

FISCAL IMPACT: \$25,907.20 (revenue) BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Maintenance Agreement No. 5

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER: 10-15-4033

RECOMMENDATION:

City Council approve and authorize the Mayor to sign Maintenance Agreement No. 5 between the City of Bellevue and Nebraska Department of Transportation for reimbursement in the amount of \$25,907.20

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

AGREEMENT RENEWAL

Maintenance Agreement No. 5
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of Bellevue
Municipal Extensions in Bellevue

We hereby agree that Maintenance Agreement No. 5 described above be renewed for the period January 1, 2023 to December 31, 2023.

All figures, terms and exhibits to remain in effect as per the original agreement dated January 1, 2016 with Attachments B and C attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this _____ day of _____,

ATTEST: City of Bellevue

City Clerk/Witness

Mayor/Designee

Executed by the State this _____ day of _____,

ATTEST: State of Nebraska

District Engineer, Department of Transportation

MAINTENANCE OPERATION AND RESPONSIBILITY
Municipal extensions and connecting links
(Streets Designated Part of the State Highway System excluding Freeways)

Maintenance Responsibility
 Neb. Rev. Stat. § 39-2105

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 st Class Cities	2 nd Class Cities & Villages
Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Department	Department	Department
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City
Surface maintenance on parking lanes.	City	City	City	Department
Maintenance of roadway appurtenances <i>(including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)</i>	City	City	City	City or Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City or Village
Bridges from abutment to abutment, except appurtenances.	Department	Department	Department	Department

Maintenance Responsibility
 Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 st Class Cities > 40,000	1 st Class Cities < 40,000	2 nd Class Cities
Pavement markings limited to lane lines, centerline, No passing lines, and edge lines on all connecting links except state maintained freeways	City	City	City	Department	Department
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City
Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.					
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Department	Department
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Department	Department



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: Bellevue

Date: 1/1/23

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 10.24 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2530.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

$$10.24 \text{ lane miles} \times \$2,530.00 \text{ per lane mile} = \$25,907.20.$$

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ _____ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

$$\text{lane miles} \times \$ \quad \text{per lane mile} = \$$$

Other (*Explain*)

**STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION**

City of Bellevue

**RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS**

**Neb. rev. Stat. 39-1339
and Neb. Rev. Stat. 39-2105**

DESCRIPTION	HWY NO.	REF FROM	POST TO	LENGTH IN MILES	TOTAL DRIVING LANES	TOTAL LANE MILES	RESPONSIBILITY STATE	CITY
Ramp to Hwy 75 NB to S 5th St	34	385.35	385.7	0.4	4	1.6	1.6	
West City Limits 48th Street to 25th Street	370	13.40	15.46	2.06	4	8.24	8.24	
Hwy75 Bridge to Hwy 75 North off Ramp	370	16.06	16.16	0.10	4	0.40	0.40	
Total Lane Miles						10.24	10.24	

CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. 5 QE 2229 Supp _____
Maintenance Agreement between the Nebraska Department of Roads and the
Municipality of Bellevue
Municipal Extensions in Bellevue

We hereby certify that all roadway snow removal and/or surface maintenance has been accomplished as per terms of the Maintenance Agreement specified above.

As per Section 8d of the Agreement, we are submitting this certificate to District Engineer Timothy W. Weander, Department of Roads, Bellevue, Nebraska.

ATTEST: _____ day of _____, 20.

City Clerk

Mayor/Designee

I hereby certify that all roadway snow removal and/or surface maintenance was performed as per the above listed agreement and payment for the same should be made.

District Engineer, Department of Roads

For Office Use Only

Agreement No.: _____
Pay/Bill Code: _____
Contractor No.: _____
Amount: \$ _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 11/15/2022		SUBMITTED BY: Wastewater	
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:

Contract with HDR. to modify the existing contract dated October 22, 2018. The original contract was to provide engineering services for the Quail Creek liftstation. The revised contract will only alter modify the existing contract with no additional fees or charges.

SYNOPSIS/BACKGROUND:

Contract with HDR. to modify existing contract dated October 22, 2018. The original contract was to provide engineering services for the Quail Creek liftstation. The revised contract will only alter duties and scopes of service to the existing contract with no additional fees or charges. These changes are to more accurately reflect the needs of the project now that the design work has reached 60%. With the information gained from the initial work it was found that the contract should be amended to more accurately reflect the work to be completed.

FISCAL IMPACT: 0 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Quail Creek Lift Station

CONTRACT EFFECTIVE DATE: 11/15/2022 CONTRACT TERM: 12/31/2022 CONTRACT END DATE: 12/31/2022

PROJECT NAME: Quail Creek Lift Station

START DATE: 11/15/2022 END DATE: 12/31/2022 PAYMENT DATE: 12/31/2022 INSURANCE REQUIRED: NO

CIP PROJECT NAME: Quail Creek Lift Station CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: WW23(2) ACCOUNT NUMBER: 7000

RECOMMENDATION:

The Public Works Department recommends the approval of the contract with HDR Engineering to perform an emergency repair to the stormwater drainage culvert.

ATTACHMENTS:


1. Contract for Purchase	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



**AMENDMENT NO. ONE TO AGREEMENT
FOR
ENGINEERING SERVICES
FOR
BELLEVUE QUAIL CREEK LIFT STATION**

The AMENDMENT NO. 1 between the City of Bellevue, Nebraska (OWNER) and HDR Engineering, Inc. (ENGINEER), this 31st day of October, 2022, shall modify the CONTRACT FOR ENGINEERING SERVICES, dated October 22, 2018.


WITNESSETH: That the OWNER employed the ENGINEER to perform engineering services in connection with the Quail Creek Lift Station Project for the City of Bellevue. The ENGINEER wishes to establish the fee basis for additional Engineering Services as per the scope of services of the Original Contract. In compliance therefore, the terms and conditions of the Original Contract are modified as specifically set out below.

“NOW THEREFORE, it is hereby mutually agreed that the existing contract be amended as described as follows:

1. Section I – Scope of Services: As requested by OWNER, the existing scope of services shall be amended to include adjustments to the scope of services as provided for the Project and as identified as follows:
 - a. Existing Task Series 500 – Right of Way Services is deleted and replaced with new Task 500 as described below.
 - b. Task Series 500 – Alternative Concept Evaluation:
 - i. Alternative Concept Route.
 1. Prepare 10% conceptual plan for evaluation of alternative force main route and discharge location.
 - ii. Review Existing Hydraulic Model.
 1. Evaluate existing gravity sewer for capacity limitations and/or surcharge conditions.
 2. Evaluate alternative force main alignment easterly to Windcrest Drive.
 3. Develop recommended system improvements for revised force main alternative.
 - iii. Prepare preliminary opinion of probable construction cost.
 - iv. Deliverables:
 1. Brief memo summarizing design criteria and assumptions.
 2. 10% Conceptual Plan
 3. Preliminary OPCC.
 4. One in-person meeting.
 - v. Key understandings and assumptions:
 1. Evaluation includes review of existing model. Updates to the model are not included in this scope.
 2. HDR will schedule a review meeting with City to discuss the alternative concept route and preliminary costs.
 3. All travel will be in proximity to the City of Bellevue, Nebraska.
 4. City will provide information on alternative route alignment.

5. Sewer infrastructure will be based upon existing Bellevue/Sarpy County GIS information and shape files.
 6. HDR will use ArcGIS to prepare drawings.
 7. Plans will be provided in PDF format. Opinion of probable construction cost will be provided in EXCEL format.
 8. Topographic survey and geotechnical work is not included in this revised scope.
 9. Right of Way and Easements scope will be provided under a subsequent amendment.
2. The compensation for basic services included in the existing Contract shall be modified as follows:
- a. This change will not change the current contract price.

HDR ENGINEERING, INC. ("HDR") City of Bellevue, Nebraska ("OWNER")

By:  By: _____

Its: Senior Vice President Its: Mayor

Date: 10/31/2022 Date: _____