

## Bellevue City Council Meeting

Tuesday, January 17, 2023 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Dr. Rich Janelle, Lead Teaching Minister, Bellevue Church of Christ, 2311 Madison Street.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
  - a. Approval of the Agenda
  - b. Approval of the Consent Agenda (**Items marked with an (\*) are approved where this item is, unless otherwise removed**)
    1. (\*) Acknowledge receipt of December 15, 2022 Planning Commission Minutes.
    2. (\*) Approval of the December 20, 2022 City Council Minutes.
6. (\*) APPROVAL OF CLAIMS (January 3, 2023 and January 17, 2023)
7. SPECIAL PRESENTATIONS:
  - a. Introduction of Omaha Public Power District (OPPD) colleague. (Michaela Valentin - OPPD Gov/Comm Relations Manager)
8. ORGANIZATIONAL MATTERS:
  - a. Approve the Mayoral Appointments (**No Action Needed - Appointments approved individually**)
    1. City Administrator - Jim Ristow
      1. Approve and authorize the Mayor to sign an amended City Administrator's Contract, to include a 2.29% increase. (Mayor Hike)
    2. City Clerk - Susan Kluthe
    3. City Treasurer: Richard Severson
    4. City Engineer - David Goedeken
  - b. (\*) Approve the appointments of David Wees (Ward 5) and Jonathon Jenkins (Ward 2) to the Community Development Block Grant (CDBG) Committee for a three-year term, ending February 2026. (Finance Director/CDBG Program Specialist)
  - c. (\*) Recommendation to appoint Michelle Adams to the Bellevue Housing Authority to replace Paul Hartnett and serve his remaining term until July 2023. (Mayor Hike)
9. APPROVED CITIZEN COMMUNICATION: None Received
10. LIQUOR LICENSES: None
11. ORDINANCES FOR ADOPTION (3rd reading):
  - a. Ordinance No. 4114: An updated compensation ordinance to reflect the new minimum wage set in Nebraska by anticipated changes to State Statute 48-1203, per voter passage of Nebraska Initiative 433. (HR Director)
12. ORDINANCES FOR PUBLIC HEARING (2nd reading): None
13. ORDINANCES FOR INTRODUCTION (1st reading): None
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
15. RESOLUTIONS:
  - a. Resolution No. 2022-41: A resolution declaring Lots 7 and 8, Old Orchard Place as blighted and substandard and authorize Mayor to sign. Applicant: Excel Development Group. General Location: 1012 Kasper Street. (Planning Manager) (**Public Hearing Required**)
16. CURRENT BUSINESS:

a. Approve and authorize the Mayor to sign agreement with 4SA to use Aspen Park ballfields beginning 3/10/2023 and ending 7/21/2023, in an amount of not to exceed \$1,200.00. (Public Works Director/Parks Dept.)

b. Approve and authorize the Mayor to sign Amendment to the Professional Services Agreement with Leo A. Daly for the commissioning work for the Bellevue Professional Building located at 2206 Longo Drive, in an amount not to exceed \$10,749.00. (Public Works Director)

c. Approve and authorize the Mayor to sign the Agreement with HGM Associates, Inc. for renovation design to the north shop, in an amount not to exceed \$26,000.00. (Public Works Director)

d. Approve and authorize the Mayor to sign the Agreement with OPPD to be able to enter city property. (Public Works Director)

e. Approve and authorize the Mayor to sign an Agreement with Light Up Bellevue to provide an annual, seasonal light display(s) as a community event, in an amount not to exceed \$35,000.00.(Administration)

f. Approve and authorize Mayor to sign the interdepartmental agreement between the Community Development Block Grant (CDBG) Program and the Planning Department to provide grant funds from the CDBG Community Revitalization Reuse Fund for the development of the Affordable Housing Action Plan, in an amount not to exceed \$38,000.00. (Finance Director/CDBG Program Specialist)

g. Approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) with the Bellevue Professional Management Association (BPMA) reflecting a position change for their collective bargaining agreement, dated 10/1/21 to 09/30/25, to include a 3.43% increase in pay. (HR Director)

h. Approve and authorize the Mayor to sign the Purchase Agreement with MacQueen Equipment for a Pierce Impel Pumper and equipment, in an amount not to exceed \$909,450.00. (Fire Chief)

i. Approve and authorize the Mayor to sign the Third Amendment to the Purchase Agreement and Escrow Instructions with Redwood USA, LLC. (Administration)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(Administration Report will be given at February 7th meeting.)**

18. CLOSED SESSION:

19. ADJOURNMENT

## MINUTE RECORD

Bellevue Planning Commission Meeting, December 15, 2022, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, December 15, 2022 at 6:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Hankins, Aerni, Sims, Cutsforth, Ackley, Bennett, and Jacobson. Absent were Commissioners Ritz, and Perrin. Also present were Tammi Palm, Planning Department Manager, and Angela Curry, Assistant Planning Manager.

Notice of this meeting was given in advance thereof by publication in the Gretna Guide 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 November 17, 2022 regular meeting as presented. Upon roll call, Hankins, Sims, Cutsforth, Bennett, and Jacobson voted yes. Ackley, and Aerni abstained. Motion carried.

Cutsforth asked if there were any updates or additions to staff reports. Palm stated an email from Bill Bright was received regarding Agenda Item 3.b. She said the applicant has requested a continuance for this item and the email will be attached to future staff reports.

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

Commissioner Hankins left the chambers at 6:05 p.m.

Cutsforth explained the public hearing procedures.

Commissioner Hankins returned to the chambers at 6:06 p.m.

PUBLIC HEARING was held on a request to declare blighted and substandard Lots 7 and 8, Old Orchard Place located in the Southeast ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska. Applicant: Excel Development Group. General location: 1012 Kasper Street. Case #: ECD-59.

Cutsforth asked staff for updates. Palm stated there were no updates but gave a brief summary of the request. She stated the property is located on the northeast corner of South 13<sup>th</sup> Street and Kasper Street. She said the request for blight and substandard is to facilitate an affordable senior housing project in the future. Palm stated there was a recent blighted and substandard request for the south side of Kasper which was approved by the Planning Commission and City Council. Palm stated staff agrees with the applicant's analysis and is recommending approval of the request. She said the approval of the blighted and substandard designation would allow for TIF (Tax Increment Financing) if the developer chooses to apply for it.

Michael Matejka, 10250 Regency Circle, Ste. 525, Omaha, NE, was present on behalf of the applicant. Matejka stated the blighted and substandard approval would allow for TIF for the development of 18 duplexes of affordable housing for senior citizens. He stated Excel Development headquarters are in Lincoln, NE, but have developed affordable housing projects in 31 communities within the State of Nebraska. Matejka said Excel also has developments in Iowa, Kansas, and Oklahoma. He said this property was platted in 1888 and does not have good access to public streets. He stated the house on the property is over 94 years old and other structures on the property are over 40 years of age and deteriorating. Matejka stated the dense trees and vegetation on the property create opportunities for vandalism and trespassing. He said the lack of a sidewalk on Kasper Street creates a public safety risk.

Karen Albers, 1807 Madison Street, Bellevue, NE, questioned the plans for drainage, sewage, lighting, and other utilities that are not already located on the property. Palm stated this application only has to do with the blighted and substandard so the development of the property will be in the future. She said her question could not be answered at this time.

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

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Bellevue Planning Commission Meeting, December 15, 2022, Page 2

Ackley questioned if the CDBG (Community Development Block Grant) money was contingent on the approval of the blighted and substandard designation.

Connor Menard, 8551 Lexington Ave., Lincoln, NE, stated the DR (Disaster Recovery) funds were the main driver to getting this project funded. Menard stated the CDBG funds are not contingent. He stated the TIF also helps with the project and allows them to be able to charge \$600 to \$800 dollars for a two-bedroom one-bath 1,200 square foot duplex. Ackley inquired if the DR funds are locked in. Menard stated yes, they are working on the due diligence to obtain those funds and they would not be awarded until construction begins. Ackley stated the application mentions two phases will that be nine duplexes in each phase. Menard stated the first phase is the 18 duplexes with 36 units, and the second phase would be another 18 duplexes with 36 units. He stated the LIHTC (Low-Income Housing Tax Credit) are very competitive with Omaha and Lincoln and other large metro areas. Menard stated this project would not be possible without the DR funds so he was happy to see Bellevue putting more resources into affordable housing. Ackley inquired how many months it would take for the LIHTC application. He stated they have been awarded credit of around \$8,000,000 in state and federal tax credits. Menard stated they were hoping to close in June on the project and start construction shortly after that.

MOTION was made by Ackley, seconded by Sims to recommend APPROVAL of a request to declare blighted and substandard Lots 7 and 8, Old Orchard Place located in the Southeast ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska. Applicant: Excel Development Group. General location: 1012 Kasper Street. Case #: ECD-59. APPROVAL of the application based upon the analysis that Lots 7 and 8, Old Orchard Place, meet the statutory requirements of blighted and substandard. Upon roll call, all present voted yes. MOTION carried unanimously.

**This item will proceed to City Council for PUBLIC HEARING ON January 17, 2023.**

PUBLIC HEARING was held on a request to rezone Lot 1, College Apartments Addition, from RG-8 to RG-8-PS, for the purpose of multi-family development, with site plan approval. Applicant: Elevate Lofts, LLC. General location: 400 W. 19th Avenue. Case #: Z-2210-12.

Cutsforth asked staff for updates. Palm stated the applicant has requested a continuance of this item to the January 26<sup>th</sup> Planning Commission meeting. She stated the applicant is not in attendance and there is no site plan to discuss at this time. Palm said they are requesting the continuance in order to review revisions and engineering of the site plan.

Karen Albers stated she has spoken to many of the neighbors that surround this site. She said they have many concerns regarding this application. Albers stated there has always been issues with water and erosion from this property. She stated they do want to see improvement in Bellevue but are not sure this property owner is the right person to make those improvements.

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

MOTION was made by Aerni, seconded by Hankins to recommend APPROVAL of a request to continue a request to rezone Lot 1, College Apartments Addition, from RG-8 to RG-8-PS, for the purpose of multi-family development, with site plan approval to the January 26, 2023 Planning Commission meeting. Applicant: Elevate Lofts, LLC. General location: 400 W. 19th Avenue. Case #: Z-2210-12. Upon roll call, all present voted yes. MOTION carried unanimously.

The Planning Commission discussed the (AHAP) Affordable Housing Action Plan done by Hanna:Keelan Associates, PC.

Palm stated this is Hanna:Keelan Associates area of expertise and also, they had conducted a Sarpy County wide Affordable Housing Study two years ago. She said over the last six months Hanna:Keelan and the city have been working together to compile this plan. Palm said throughout the process there were outreaches to the public, developers, real-estate agents, and some businesses. Palm stated this plan is to comply with State Statute LB866 which requires that the city has an AHAP in place by January 1, 2023.

Jacobson stated he applauds the process because it was so public upfront. Discussion ensued regarding who would oversee the process. Jacobson said the plan refers to land and construction cost being high but it does not reference the comparison area. Discussion ensued regarding the challenges of the high cost of materials and land in the metro area and the possibility of those cost changing in the future.

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Bellevue Planning Commission Meeting, December 15, 2022, Page 3

Discussion ensued regarding the timeline for various steps of the AHAP and changes to the Zoning Ordinance and Comprehensive Plan that would need to be done. Discussion ensued regarding the voucher programs and who would or would not participate.

Meeting adjourned at 6:50 p.m.

*Dianna Van Horn*

Dianna Van Horn  
Planning Secretary

# MINUTE RECORD

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1/17/2023

Bellevue City Council Meeting, December 20, 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 20<sup>th</sup> of December 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 and Interim 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. Pastor Danny Fudge, Immanuel Baptist Church, 312 W. 20<sup>th</sup> Avenue, gave the invocation.

## **OPEN MEETINGS ACT**

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

## **APPROVAL OF THE AGENDA:**

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

**Motion** was made by Cook, seconded by Preister, to amend the agenda by moving Item 15c. after Item 7. Roll call vote to approve the amendment was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

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

## **APPROVAL OF THE CONSENT AGENDA:**

Councilwoman Welch requested Item 8a. be removed from the consent agenda.

Councilman Cook requested Item 6, be removed from the consent agenda.

Councilman Burns requested Item 8b. be removed from the consent agenda.

**Motion** was made by Cook, seconded by Burns, to approve the consent agenda after removing Items 6, 8a, and 8b and consists of the following items: Approval of the December 6, 2022 City Council Minutes; and approve and authorize Mayor to sign the Second Addendum/Extension to Lease Purchase Agreement with Premier Sports Village LLC.

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.

## **CLAIMS**

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

**Motion** was made by Cook, seconded by Burns, to amend the Claims by removing following claims, under Community Betterment on page 10, Bellevue Community Foundation Light Up Bellevue payment of \$35,000 and Bellevue Community Foundation BCF Community Events payment of \$50,000. Roll call vote to approve the amendment to the Claims was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

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

## **SPECIAL PRESENTATIONS:**

### **Presentation from Hanna Keelan on the Affordable Housing Action Plan.**

Mrs. Tammi Palm, Planning Manager, explained LB866 was passed a couple years ago. One of the legislation requirements, was for cities the size of Bellevue, to have an Affordable Housing Action Plan in place by January 1, 2023. Last summer the city contracted with Hanna Keelan to do a study.

Mr. Keith Carl, 3275 Holdrege Street, Lincoln, was present on behalf of Hanna Kellan. He provided information on the Executive Summary of the Affordable Housing Action Plan.

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Bellevue City Council Meeting, December 20, 2022, Page 2

Mr. Tim Keelan, 3275 Holdrege Street, Lincoln, was present on behalf of Hanna Kellan to answer questions.

Discussion followed on the Affordable Housing Action Plan.

**Resolution No. 2022-40: Approve the City of Bellevue Affordable Housing Action Plan and authorize the Mayor to sign. (Planning Manager)**

**Motion** was made by Welch, seconded by Preister, to approve Resolution 2022-40: Approve the City of Bellevue Affordable Housing Action Plan and authorize the 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.

**ORGANIZATIONAL MATTERS:**

**Recommend appointment of Randall Lasenburg to the Board of Adjustment, as an alternate, to serve a (3) three-year term, ending February 2025 and reappointment of Councilwoman Kathy Welch to the Design Review Board, to serve a (3) three-year term, ending August 2025. (Mayor Hike)**

**Motion** was made by Cook, seconded by McCaw, to recommend appointment of Randall Lasenburg to the Board of Adjustment, as an alternate, to serve a (3) three-year term, ending February 2025 and reappointment of Councilwoman Kathy Welch to the Design Review Board, to serve a (3) three-year term, ending August 2025.

Councilwoman Welch commented she will be abstaining from voting.

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

**Recommend the appointment of Annie Mathews as the Interim City Attorney. (Mayor Hike)**

**Motion** by Welch, seconded by Burns, to recommend the appointment of Annie Mathews as the Interim City Attorney. 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.

**APPROVED CITIZEN COMMUNICATION: NONE**

**LIQUOR LICENSES:**

**Recommend approval to the Nebraska Liquor Control Commission (NLCC) the application for TFL, Inc. dba "Mega Saver" for a Class "D" Liquor License at 12701 S. 28th Avenue, Bellevue to sell beer, wine, and distilled spirits, Off Sale Only and Kamol Samiev as Manager. (City Clerk)**

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

Mr. Temur Samiev, 202 S. 73<sup>rd</sup> Street, Operations Manager for TFL, Inc., was present to answer questions on behalf of Mega Saver.

Councilman Cook inquired if Mega Saver will be doing any renovations and if they intend to keep the U-Haul business.

Mr. Samiev mentioned renovations have already started. The intention is to also keep the U-Haul business.

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

**Motion** was made by Cook, seconded by Burns, to recommend approval to the Nebraska Liquor Control Commission (NLCC) the application for TFL, Inc. dba "Mega Saver" for a Class "D" Liquor License at 12701 S. 28th Avenue, Bellevue to sell beer, wine, and distilled spirits, Off Sale Only and Kamol Samiev as Manager. 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 ADOPTION: (Third Reading):**

**Ordinance No. 4112: Request to annex miscellaneous rights-of-way. Applicant: City of Bellevue. (Planning Manager)**

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 was read for the third and final time.

**Motion** was made by Welch, seconded by Casey, to approve Ordinance No. 4112: An ordinance to

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Bellevue City Council Meeting, December 20, 2022, Page 3

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. 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.

**Ord. No. 4113: Amending the Economic Development Program and authorize the Mayor to sign. (Administration/Community Development Director)**

Ordinance No. 4113: 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 for the third and final time.

**Motion** was made by Welch, seconded by McCaw, to approve Ordinance No. 4113: 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. 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)**

**Ordinance No. 4114: An updated compensation ordinance to reflect the new minimum wage set in Nebraska by anticipated changes to State Statute 48-1203, per voter passage of Nebraska Initiative 433. (HR Director)**

Ordinance No. 4114: An ordinance of the City of Bellevue, Nebraska, classifying the employees of the City; fixing the ranges of compensation of such employees; providing a pay range schedule; providing for publication in pamphlet form; repealing Ordinance No. 4110; and providing for an effective date was read for the second time and a public hearing was held.

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

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

Mayor Hike stated the third and final reading will be heard at the Council meeting on January 17, 2023.

**ORDINANCES FOR INTRODUCTION (1st reading): NONE**

**PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:**

**Request for a Conditional Use Permit (CUP) for Lot 2, Bellevue Business Park Replat VI, for the purpose of an automobile repair shop. Applicant: Dennis R. Schworer, LLC. General Location: South 10th Street and Alberta Avenue. (Planning Manager)**

Mr. Don Heine, 10836 Old Mill Road, Thompson Dreesen and Dorner, was present on behalf of the applicant. He stated the primary use for the new building is for vehicle storage. There may be some automobile repair. There will not be any future development on the lot until Cary Street is improved.

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

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

**Motion** was made by Cook, seconded by Casey, to approve a Conditional Use Permit (CUP) for Lot 2, Bellevue Business Park Replat VI, for the purpose of an automobile repair shop. Applicant: Dennis R. Schworer, LLC. General Location: South 10th Street and Alberta Avenue.

Councilman Preister inquired if there is any timeline for improvement of Cary Street.

Mrs. Palm replied there is no timeline at this point.

Councilman McCaw requested clarification on storage vehicles and if they will be stored inside or outside. Mr. Heine stated there will be space both inside and outside. There will be fencing per the requirements.

Councilman McCaw questioned if the vehicles will be operable. Mrs. Palm stated per ordinance they will need to be operable, they cannot be junk or salvage. She explained there will be fencing and landscaping requirements as well.

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.

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Bellevue City Council Meeting, December 20, 2022, Page 4

## **RESOLUTIONS:**

### **Resolution No. 2022-38: A resolution approving the creation and by-laws of the Mayor's Youth Council and authorize the Mayor to sign. (Mayor Hike)**

**Motion** was made by Welch, seconded by McCaw, to approve Resolution No. 2022-38: A resolution approving the creation and by-laws of the Mayor's Youth Council and authorize the Mayor to sign.

**Motion** was made by Cook, seconded by Preister, to amend Resolution No. 2022-38 to include the addition of two members from Omaha Public Schools and two members from Papillion LaVista Public Schools; and to include in Article III, Section 1 of Exhibit A: Members shall be residents of the City of Bellevue, regardless of what school they attend. For purposes of meeting the Bellevue residency requirements for Youth Council membership residence in or on Office Air Force Base housing owned by the United States of America shall constitute residence within the City of Bellevue.

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

Roll call vote to approve Resolution No. 2022-38 as amended was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

### **Resolution 2022-39: A resolution repealing Resolution No. 2022-02, effective January 1, 2023. (HR Director)**

**Motion** was made by Casey, seconded by Preister, to approve Resolution No. 2022-39: A resolution repealing Resolution No. 2022-02, effective January 1, 2023. 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 amendment extending the Community Development Block Grant (CDBG) Subrecipient Agreement with the Housing Foundation for Sarpy County for the Mixed-Use Development Project, in the amount of \$150,000.00. (Finance Director/CDBG Program Specialist)**

**Motion** was made by Welch, seconded by McCaw, to approve and authorize the Mayor to sign the amendment extending the Community Development Block Grant (CDBG) Subrecipient Agreement with the Housing Foundation for Sarpy County for the Mixed-Use Development Project, in the amount of \$150,000.00.

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 a Real Estate Broker Services Agreement with CBRE Inc. to be the City's Real Estate Agents. (Administration)**

**Motion** was made by Casey, seconded by Welch, to approve and authorize the Mayor to sign a Real Estate Broker Services Agreement with CBRE Inc. to be the City's Real Estate Agents.

Councilman Preister questioned who all applied for the position and if a process is set in place. Mr. Jim Ristow explained there were three applicants. The city's prior Real Estate Broker from Colliers, Oak Investment, and CBRE. An RFP was put out and a committee reviewed the RFP and scored each applicant.

Mr. Mike Kaufman, 11213 Davenport Street, Suite 300, Omaha, was present on behalf of CBRE to answer any questions. Discussion ensued.

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 from Hotel & Leisure (H&LA) Advisors to prepare a business plan for the indoor waterpark & hotel, in an amount not to exceed \$25,000.00. (Public Works Director)**

**Motion** was made by Welch, seconded by Cook, to approve and authorize the Mayor to sign the Proposal from Hotel & Leisure (H&LA) Advisors to prepare a business plan for the indoor waterpark & hotel, in an amount not to exceed \$25,000.00.

Councilman Burns requested a clarification on the entire process for the aquatic's proposal.

Mr. Doug Clark, Public Works Director, explained this is a process to develop a year-round waterpark.

Councilman Burns requested an explanation on the difference between the aquatic study and the plan. Mr. Clark stated the business plan is being presented tonight. The study is what the plan should look

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like and what opportunities the waterpark will present. The study only has what people would like to see. The plan includes the cost and how to hire a third-party operator. Discussion followed.

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 Supplemental Agreement No. 12 with Felsburg Holt and Ullevig (FHU) for professional services on 36th Street Preliminary Design - N370 to Cornhusker Road, in an amount not to exceed \$10,205.00. (Public Works Director)**

**Motion** was made by Preister, seconded by McCaw, to approve and authorize the Mayor to sign Supplemental Agreement No. 12 with Felsburg Holt and Ullevig (FHU) for professional services on 36th Street Preliminary Design - N370 to Cornhusker Road, in an amount not to exceed \$10,205.00. 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 Heimes Corp for an emergency sanitary sewer line replacement, in an amount not to exceed \$53,540.30. (Public Works Director)**

**Motion** was made by Burns, seconded by Preister, to approve and authorize the Mayor to sign the proposal with Heimes Corp for an emergency sanitary sewer line replacement, in an amount not to exceed \$53,540.30. 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 the month - December report will be attached to the January 17, 2023 Council Packet)**

**CLOSED SESSION: Discussion regarding personnel issues.**

**Motion** was made by Cook, seconded by Burns, for the City Council to go into Closed Session at this time in order to discuss a personnel issue and to avoid needless injury to the reputation of individuals involved in this matter. The following individuals to be included during the Closed Session: Mayor Rusty Hike, City Administrator Jim Ristow, Rich Casey, Paul Cook, Don Preister, Thomas Burns, Kathy Welch, Jerry McCaw, Interim City Attorney Annie Matthews, HR Director Ashley Decker, and Police Chief Ken Clary.

Roll call vote on motion to go into Closed Session was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Mayor Hike stated it was 7:33 p.m. and the Council will now go into Closed Session in the Council Chambers. He also stated matters to be discussed in closed session shall be limited to a personnel issue in order to prevent needless injury to the reputation of individuals involved in the matter.

**Motion** was made by Cook, seconded by Welch, to come out of Closed Session and to reconvene back into Open Session at 8:54 p.m.

Mayor Hike stated it was now 8:54 p.m. and there was a motion made by Cook, seconded by Welch, to come out of Closed Session and to reconvene back into Open Session.

Roll call vote on motion to come out of Closed Session and to reconvene back into Open Session was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

**ADJOURNMENT**

There being no further business to come before the Council at this time, on motion by Welch, seconded by Preister, the meeting was adjourned at 8:55 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.

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Susan Kluthe, City Clerk

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Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on December 20, 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;

# MINUTE RECORD

Bellevue City Council Meeting, December 20, 2022, Page 6

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.

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Susan Kluthe, City Clerk

# MINUTE RECORD

## CLAIMS FOR JANUARY 3, 2023

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### MAYOR

CENTURY LINK	2022/11/22-12/21 MONTHLY SERVICE	12.95
		<u>\$ 12.95</u>

### CITY ADMINISTRATOR

CENTURY LINK	2022/11/22-12/21 MONTHLY SERVICE	25.05
OMAHA PUBLIC POWER DISTRICT	2022/11/10-12/08 MONTHLY SERVICE	242.38
SAM'S CLUB DIRECT	RENEW MEMBERSHIP-2023	45.00
		<u>\$ 312.43</u>

### CITY COUNCIL

J P COOKE COMPANY	NAME PLATE - WARD 6	25.45
		<u>\$ 25.45</u>

### LEGAL

CENTURY LINK	2022/11/22-12/21 MONTHLY SERVICE	25.47
OMAHA PUBLIC POWER DISTRICT	2022/11/10-12/08 MONTHLY SERVICE	42.77
		<u>\$ 68.24</u>

### CABLE ADVISORY

CENTURY LINK	2022/11/22-12/21 MONTHLY SERVICE	8.63
OMAHA PUBLIC POWER DISTRICT	2022/11/10-12/08 MONTHLY SERVICE	213.86
		<u>\$ 222.49</u>

### CITY CLERK

CENTURY LINK	2022/11/22-12/21 MONTHLY SERVICE	12.95
OMAHA PUBLIC POWER DISTRICT	2022/11/10-12/08 MONTHLY SERVICE	370.69
SHIRLEY HARBIN	REIMB LOCAL MILEAGE	19.88
		<u>\$ 403.52</u>

### FINANCE/RISK MANAGEMENT

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	9.91
CENTURY LINK	2022/11/22-12/21 MONTHLY SERVICE	62.73
HANEY SHOE STORE	SAFETY SHOES-DILLON	123.99
INDOFF, INC	OFFICE SUPPLIES	580.71
J P COOKE COMPANY	NAME PLATE-LAMPRECHT	25.45
OMAHA PUBLIC POWER DISTRICT	2022/11/10-12/08 MONTHLY SERVICE	313.66
QUADIENT FINANCE USA, INC	2022/10/31 POSTAGE REFILL	2,100.00
SAM'S CLUB DIRECT	RENEW MEMBERSHIP-2023	50.00
		<u>\$ 3,266.45</u>

### LIBRARY

AMAZON.COM, LLC	OFFICE SUPPLIES, PROGRAM SUPPLIES, VIDEOS	821.36
CENGAGE LEARNING, INC	BOOKS	18.39
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	89.88
CENTURY LINK	2022/11/22-12/21 MONTHLY SERVICE	43.16
INGRAM LIBRARY SERVICES	BOOKS	436.03
LEO A DALY COMPANY	BPW-210311 RENOVATION THRU 2022/12/14	53,867.20
METROPOLITAN UTILITIES DIST	2022/11/03-12/05 MONTHLY SERVICE	106.78
QUADIENT FINANCE USA, INC	2022/11/28 POSTAGE REFILL	600.00
		<u>\$ 55,982.80</u>

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## CLAIMS FOR JANUARY 3, 2023

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### ADMINISTRATIVE SERVICES/PERSONNEL

CENTURY LINK	2022/11/22-12/21 MONTHLY SERVICE	60.31
DAVE COMPTON	REIMB FOR FOOD FOR CHRISTMAS PARTY	486.69
OMAHA PUBLIC POWER DISTRICT	2022/11/10-12/08 MONTHLY SERVICE	242.38
TRALIAN HOLDINGS, LLC	COURSE LICENSE	823.00
		<u>\$ 1,612.38</u>

### CODE ENFORCEMENT

AMAZON.COM, LLC	CASH BOX, LOG BOOK	36.47
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	75.63
CENTURY LINK	2022/11/22-12/21 MONTHLY SERVICE	25.37
GREAT PLAINS UNIFORMS	CREDIT FOR PATCHES ON UNIFORMS-SIMPSON	(18.00)
METROPOLITAN UTILITIES DIST	2022/11/02-12/02 MONTHLY SERVICE	19.38
OMAHA PUBLIC POWER DISTRICT	2022/11/10-12/08 MONTHLY SERVICE	105.82
		<u>\$ 244.67</u>

### PUBLIC WORKS

AMAZON.COM, LLC	BULLETIN BOARD GRIP BAR, MOUSE PADS, RUBBER DOOR STOPS, WALL CLOCK	59.12
CENTURY LINK	2022/11/22-12/21 MONTHLY SERVICE	51.79
HOLLAND BASHAM ARCHITECTS, INC	BPW-210921 AQUATIC PARK STUDY THRU 2022/12/09	24,750.00
METROPOLITAN UTILITIES DIST	2022/11/02-12/02 MONTHLY SERVICE	32.54
NEBRASKA IOWA SUPPLY CO	DIESEL FUEL	14,104.77
OMAHA PUBLIC POWER DISTRICT	2022/11/10-12/08 MONTHLY SERVICE	177.71
REFLECTIVE APPAREL FACTORY, INC	SAFETY SWEATSHIRT	51.45
		<u>\$ 39,227.38</u>

### PARKS

ALEX MARSHALL	REIMB PER DIEM FOR TRAINING	147.50
A-RELIEF SERVICES	PORTABLE RESTROOM-STONECROFT	290.00
BRIAN HALE	REIMB PER DIEM FOR TRAINING	147.50
CENTURY LINK	2022/11/22-12/21 MONTHLY SERVICE	38.84
CITY OF OMAHA	BLANK SIGN FOR PARKS FROM OMAHA	110.00
CROW LAWN CARE LLC	ROW MOWING	9,892.42
HATS OFF MOTORSPORTS	REPLACE DSPARK PLUGS, FLUSHER CAP	141.40
HUGHES TREE SERVICE	7 COTTONWEED TREES REMOVAL FAULKLAND	9,000.00
JACOB CARTER	REIMB PER DIEM FOR TRAINING	147.50
LAMP RYNEARSON & ASSOCIATES	BPW-210516 PARKS MASTER PLAN THRU 2022/11/19	21,537.90
METROPOLITAN UTILITIES DIST	2022/11/02-12/02 MONTHLY SERVICE	1,957.45
PRECISE MRM LLC	FLAT DATA PLAN	250.00
TREGARON HOMEOWNERS ASSOCIATION	TREGARON MOU-PARK MAINT-ROW	3,000.00
TRICO MECHANICAL SERVICES	CUBER SERVICE-BALDWIN FIELD	550.75
		<u>\$ 47,211.26</u>

### RECREATION

CENTURY LINK	2022/11/22-12/21 MONTHLY SERVICE	54.52
METROPOLITAN UTILITIES DIST	2022/11/03-12/05 MONTHLY SERVICE	102.20
SAM'S CLUB DIRECT	RENEW MEMBERSHIP-2023	45.00
		<u>\$ 201.72</u>

# MINUTE RECORD

## CLAIMS FOR JANUARY 3, 2023

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### BUILDING MAINTENANCE

AMAZON.COM, LLC	ICE MACHINE WATER INLET, SIGNS, TANKLESS WATER HEATER, VALVE KIT	408.57
BATTERIES + BULBS	FIRE ALARM PANEL BATTERIES-1908 HANCOCK, LIBRARY	110.12
CENTURY LINK	2022/11/22-12/21 MONTHLY SERVICE	4.32
FERGUSON ENTERPRISES INC #1657	PLUMBING SUPPLIES-PD SHOWER	249.00
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	175.86
KEN BROOKE ROOFING, INC	INSTALL DOWN SPOUTS-1510 WALL ST	4,163.31
MENARDS	PAINT & SUPPLIES, CONCRETE, GYPSUM, ICE MELT, ELEC SUPPLIES	641.37
METROPOLITAN UTILITIES DIST	2022/11/02-12/02 MONTHLY SERVICE	362.45
OMAHA PNEUMATIC EQUIPMENT CO	PRESSURE SWITCH-DIST 4	291.92
OVERHEAD DOOR COMPANY	REPLACE BROKEN CABLE-DIST 2	243.20
ROCHESTER MIDLAND CORPORATION	WATER ENERGY TEM FIXED BILLING-DEC 2022	367.23
SHERWIN WILLIAMS CO	PAINT	129.80
TITANIUM FIRE SPRINKLER COMPANY	SPRINKLER INSPECTION-1500 WALL ST	1,050.00
TRICO MECHANICAL SERVICES	HVAC SERVICE, MAINTENANCE, RELOCATE REGISTER	953.71
WESTLAKE ACE HARDWARE	SCREWDRIVER SET, KEYS	14.13
		<b>\$ 9,164.99</b>

### CEMETERY

BOBCAT OF OMAHA	HD PALLET FORKS	4,870.28
CENTURY LINK	2022/11/22-12/21 MONTHLY SERVICE	4.32
METROPOLITAN UTILITIES DIST	2022/11/03-12/05 MONTHLY SERVICE	89.97
		<b>\$ 4,964.57</b>

### STREETS

3M COMPANY	TRANSFER TAPE	607.50
AMERICAN CONCRETE PRODUCTS CO	INLET-PLAIN LIDS	9,500.00
CENTURY LINK	2022/11/22-12/21 MONTHLY SERVICE	38.84
HOLLAND BASHAM ARCHITECTS, INC	BPW-220813 OLDE TOWNE THRU 2022/12/09	1,173.60
JACOBS ENGINEERING GROUP, INC	BPW-210106 STORM DRAINAGE 2022/8/16-2022/12/16	8,551.97
MENARDS	CONCRETE FORMING, PAINT & SUPPLIES, HOSES	125.90
METRO LEASING	8733A/8733B-LEASE-2022/12/12 - INT'L TRUCKS	26,874.70
METROPOLITAN UTILITIES DIST	2022/11/02-12/02 MONTHLY SERVICE	646.08
MIDWEST RIGHT OF WAY SERVICES, INC	BPW-191118 ACQUISITION SVC #605	1,755.00
NEBRASKA DEPARTMENT OF TRANSPORTATION	BPW-180105 36TH ST & SHERIDAN THRU 2022/12/01	268,269.53
OLSSON ASSOCIATES	BPW-220712 36TH & BLINE THRU 2022/12/3	12,329.48
OMAHA PUBLIC POWER DISTRICT	2022/10/31-12/08 MONTHLY SERVICE	1,332.34
PRECISE MRM LLC	FLAT DATA PLAN	1,275.00
READY MIXED CONCRETE COMPANY	CONCRETE	5,872.29
VICKI KNOTT	REIMB FOR DAMAGED MAILBOX	250.00
VIERREGGER ELECTRIC CO, OMAHA, NE	REBUILD SPAN WIRE SIGNALS	23,583.00
		<b>\$ 362,185.23</b>

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CLAIMS FOR JANUARY 3, 2023

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## FLEET MAINTENANCE

911 CUSTOM, LLC	RIFLE MOUNTS	387.66
A&L HYDRAULICS, INC	REBUILD CYLINDER-FIRE FLEET	546.70
ALLIED OIL & SUPPLY COMPANY	BULK OIL	3,445.61
AMAZON.COM, LLC	ADAPTER CONVERTER, FUEL FILTE, GASKET MAKER, RADIATOR PRESSURE TESTER	262.93
ARROW TOWING	TOW STREET SWEEPER	575.00
ASPEN EQUIPMENT CO	LIFT ARM FOR SNOW PLOWS	201.59
AUSTIN HARDWARE & SUPPLY	INSIDE HANDLE	182.10
AUTO VALUE PARTS - SOUTH OMAHA	PARTS, RADIATOR CAP, THREADBLOCKER, CALIPER PINS	138.32
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS, GASKET MAKER, KEYS, GREASE, THREADBLOCKER	1,315.14
AUTOZONE, INC	WIPER BLADES	88.36
BAUER BUILT TIRE & SERVICE	TIRES, ALIGNMENT	1,673.44
BAXTER FORD	PARTS, INSULATORS, THERMOSTAT, HOSES, JOINT KITS, SEPARATOR	2,356.54
CENTURY LINK	2022/11/22-12/21 MONTHLY SERVICE	30.21
CORNHUSKER INTERNATIONAL TRUCKS	COVER, PARTS, HOSE, HEAT CLAMP	1,470.30
CUMMINS SALES AND SERVICE	MOLDED HOSES, PRESSURE SENSOR, GASKETS	1,635.68
DANIELSON / TECH SUPPLY	LEAD WHEEL WEIGHTS	86.78
EDS WIRE ROPE & RIGGING	TOW HOOK, CLEVIS GRAB HOOKS, JAW TURNBUCKLE	292.54
EDWARDS CHEVROLET-CADILLAC	CABLES, PVC VALVE, DETECTOR, LUBRICANT	429.58
FACTORY MOTOR PARTS CO	OIL FILTER	13.04
FARM PLAN	OIL PUMP, SPRING, WORM, LAMPS, RELAYS	188.82
GALVIN GLASS	REPLACE WINDSHIELDS	1,349.65
GRAHAM TIRE COMPANY	TIRES	1,412.19
GRAINGER	ANTISLIP TAPE, FUSES, FLOOR CLEANER	560.46
HOSE & HANDLING, INC	TANK TRUCK HOSE	57.38
IDEAL PURE WATER COMPANY	BOTTLED WATER	67.00
INLAND TRUCK PARTS CO	SOLENOID	220.62
INTERSTATE BATTERIES	BATTERIES	1,061.92
INTERSTATE POWER SYSTEMS, INC	GASKETS, SOLENOID, BOLT FLANGES, FILTER	812.47
KRIHA FLUID POWER CO	HOSE ASSEMBLY, FITTINGS, SEALS	1,596.18
LOGAN CONTRACTORS SUPPLY	HYD FILTER-ST109	115.75
MACQUEEN EQUIPMENT, LLC	BELT SPLICES, ENGINE OIL, CONVEYOR, SEALS, CALIPERS	1,993.82
MATHESON TRI-GAS INC	WELDING SUPPLIES	155.25
MENARDS	BATTERIES, UTIL KNIFE, PAINT, COPPER	324.29
MICHAEL TODD & COMPANY	FORM NOSE FOR V-PLOWS	949.48
MIDLANDS AUTO REPAIR	ALIGNMENT-REC5	80.00
NAPA AUTO PARTS	PARTS, U-JOINT, SENSORS, FILTERS, GLOVES, DISC BRAKE HDWE, SPARK PLUGS	1,861.15
NEBRASKA IOWA INDUSTRIAL FASTENERS	TY-RAP BLACK, NUTS, CONNECTORS, PARTS	571.15
O'REILLY AUTOMOTIVE PARTS	OIL PAN GASKET, V-BELT	63.62
POWERPLAN	PARTS	587.52
RADIATOR DEPOT	RADIATOR-PI7	147.00
ROSE EQUIPMENT	MOMENTARY SWITCH	86.14
STATE STEEL	CHEMISTRY PLATE	687.68
SUPERIOR SIGNALS	AMBER LENS	54.50
TITAN MACHINERY	AIR FILTER	50.75

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## CLAIMS FOR JANUARY 3, 2023

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### FLEET MAINTENANCE (cont'd)

TOMASEK MACHINE SHOP	REPAIR CONVEYOR SHAFT-ST113	332.50
TOOL SHED OF OMAHA	FLAT CHISELS	58.26
TOYNE, INC	EXHAUST GASKET, CLAMP, CONNECTORS, DOOR HANDLE	1,330.13
TRUCK CENTER COMPANIES-OMAHA	NOZZLE	6.08
TY'S OUTDOOR POWER & SERVICE	AIR FILTERS, ENGINE OIL	322.74
WALKERS UNIFORM RENTAL	UNIFORM CLEANING SERVICE, FENDER COVERS	228.78
WAYTEK, INC	SEALING PLUGS	62.96
WELDON PARTS INC	WARNING LIGHTS	591.94
WESTLAKE ACE HARDWARE	SUPPLIES	6.36
		<u>\$ 33,126.06</u>

### SOLID WASTE

PAPILLION SANITATION	GLASS RECYCLE	677.09
		<u>\$ 677.09</u>

### PLANNING

CENTURY LINK	2022/11/22-12/21 MONTHLY SERVICE	12.95
HANNA-KEELAN ASSOCIATES, PC	SERVICES FOR AFFORDABLE HOUSING PLAN #1383	19,000.00
METROPOLITAN UTILITIES DIST	2022/11/02-12/02 MONTHLY SERVICE	29.43
OMAHA PUBLIC POWER DISTRICT	2022/11/10-12/08 MONTHLY SERVICE	160.74
		<u>\$ 19,203.12</u>

### PERMITS & INSPECTIONS

A&D TECHNICAL SUPPLY CO	COPIES OF PLANS FOR RECORD REQUEST	246.24
CENTURY LINK	2022/11/22-12/21 MONTHLY SERVICE	21.58
METROPOLITAN UTILITIES DIST	2022/11/02-12/02 MONTHLY SERVICE	39.33
OMAHA PUBLIC POWER DISTRICT	2022/11/10-12/08 MONTHLY SERVICE	214.77
		<u>\$ 521.92</u>

### POLICE

911 CUSTOM, LLC	MUSTANG MAG BUILDING PARTS	6,228.66
AMAZON.COM, LLC	DISC DUPLICATOR, LIGHT COVERS, OFFICE SUPPLIES, TRANSFER PAPER AND RIBBONS	1,582.58
A-RELIEF SERVICES	PORTABLE RESTROOM	128.00
BENEFIT PLANS	POLICE PENSION PLAN- DEC 2022 MD, JG, MG	8,817.56
BROWNELLS	ARMORER SUPPLIES	191.72
CENTURY LINK	2022/11/22-12/21 MONTHLY SERVICE	369.77
COMPCHOICE OCCUPATIONAL HEALTH	MEDICAL TESTING FOR NEW RECRUITS	1,057.00
CORNHUSKER AUTO WASH	DETAIL INSIDE OF CRUISER	97.75
COX BUSINESS SERVICES	2022/12/02-2023/01/01 MONTHLY SERVICE	285.00
CRASH DATA GROUP	CDR SOFTWARE RENEWAL 2022/11/24-2023/11/24	1,250.00
DILLON BROTHERS H-D BUELL	REPLACE WINDSHIELDS	699.99
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	175.00
FBI NATIONAL ACADEMY ASSOCIATES, INC	MEMBERSHIP DUES-T MELVIN	130.00
GOVDIRECT, INC	PANASONIC TOUGHBOOK, WARRANTY	5,846.26
GREAT PLAINS UNIFORMS	UNIFORM PATCHES	462.49
HITOUCH BUSINESS SERVICES	COPY PAPER	840.00
HOTSY EQUIPMENT CO	HOSE FOR PRESSURE WASHER	97.24

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## CLAIMS FOR JANUARY 3, 2023

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### POLICE (cont'd)

INDOFF, INC	OFFICE SUPPLIES	102.48
J P COOKE COMPANY	NOTARY STAMPS-REED	60.90
JACKSON SERVICES, INC	DOOR MAT SERVICE	241.66
JESSICA MANNING	REIMB FOR SCREEN PROTECTOR	21.09
KELLER SEEDING & SUBCONTRACTING	GUN RANGE LEASE FOR 2023	2,500.00
KEYSTONE CARPET & TILE	RUBBER MATTING CARPET	3,700.52
METROPOLITAN UTILITIES DIST	2022/11/02-12/02 MONTHLY SERVICE	696.89
MOTOROLA SOLUTIONS, INC	CAR RADIO BASE BUNDLE	2,700.00
OMAHA PUBLIC POWER DISTRICT	2022/11/10-12/08 MONTHLY SERVICE	3,806.02
PEN-LINK	SOFTWARE MAIN, TRAINING SUBS 2022/11/1-2023/10/31	2,502.60
RDR CUSTOM KYDEX INC	HOLSTER	774.00
SECURE-IDLE, INC	CRUISER ANTI-THEFT DEVICES	588.54
SUNSET LAW ENFORCEMENT, LTD	AMMO	4,954.00
U.S. CELLULAR	2022/11/04-12/03 MONTHLY SERVICE	711.68
VERIZON WIRELESS	2022/10/24-11/23 MONTHLY SERVICE	2,244.45
		<b>\$ 53,863.85</b>

### FIRE & RESCUE

AIRGAS USA, LLC	MEDICAL OXYGEN	639.87
AMAZON.COM, LLC	CALENDARS, COFFEE AND SUPPLIES, OFFICE SUPPLIES, SCANNER	1,349.74
AMY STROM	REIMB FOR SERVICE	78.61
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	16,641.15
CENTURY LINK	2022/11/22-12/21 MONTHLY SERVICE	109.99
DEPARTMENT OF VETERANS AFFAIRS	REIMB FOR SERVICE-CENTRETTO	936.40
ED M FELD EQUIPMENT CO	FIRE HOSE DEF	1,533.19
GREAT PLAINS UNIFORMS	UNIFORM ITEMS-9 EMP+C57	1,420.00
JEFF ROBISON	REIMB FOR PARAMEDIC EXPENSES	63.50
MADELINE KOHLBEK	REIMB FOR SERVICE	98.86
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	273.20
MENARDS	PAINT, BRUSH, HOSS, HEATER, TRASH CANS	694.33
METROPOLITAN UTILITIES DIST	2022/11/02-12/02 MONTHLY SERVICE	5,941.07
MILLARD METAL SERVICES	CARBON STEEL PLATE	290.00
SANDRY FIRE SUPPLY, LLC	STRUCTURAL GLOVES	730.00
STERICYCLE	ON-SITE SHREDDING SERVICE	180.00
TELEFLEX FUNDING, LLC	MEDICAL SUPPLIES	1,665.50
TY O'BRIEN	REIMB FOR PARAMEDIC EXPENSES	195.75
WESTLAKE ACE HARDWARE	KEYS, NOZZLES	38.34
ZOLL DATA SYSTEMS INC	RMS & FRMS QRTR FEES 2022/12/15-2023/3/14	2,774.53
ZOLL DATA SYSTEMS INC	BILLING, FIRE CODE 2023/1/1-2023/12/31	1,686.76
ZOLL MEDICAL CORPORATION	MEDICAL SUPPLIES	3,390.60
		<b>\$ 40,731.39</b>

### NON-DEPARTMENTAL/CONTRACTS

CENTURY LINK	2022/11/04-12/03 MONTHLY SERVICE	1,141.55
LOCKTON COMPANIES, LLC	WELLNESS NURSE ADVOCATE-DEC 2022	1,875.00
NE-DEPARTMENT OF REVENUE	2022/11/30 SALES TAX	82.57
TRISTAR	RECATEGORY WORK COMP CLAIM FEE	758.00
		<b>\$ 3,857.12</b>

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## CLAIMS FOR JANUARY 3, 2023

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### INFORMATION TECHNOLOGY

AMAZON.COM, LLC	KEYBOARD, PHONE CASE, FLASH DRIVES	140.73
DELL MARKETING L.P.	LAPTOP, TOWER	6,382.92
FIRST WIRELESS, INC	COMMUNICATION PARTS	4,116.84
INTERSTATE ALL BATTERY CENTER	BATTERIES	494.44
ONE CALL CONCEPTS	LOCATES FOR IT	8.16
SHI INTERNATIONAL CORP	EXTREME WORKS MAINT 2022/09/22-2023/09/21	8,531.64
SHI INTERNATIONAL CORP	ADOBE SOFTWARE MAINT 2022/11/4-2023/11/4	4,934.73
TJ CABLE	LOCATES FOR IT-NOV 2022	150.00
VERTIV CORPORATION	SERVICE CONTRACT-BATTERY	8,481.97
		<u>33,241.43</u>

### WASTEWATER

AMAZON.COM, LLC	CALENDARS, RADIATOR FAN, OFFICE SUPPLIES	284.10
CENTURY LINK	2022/11/22-12/21 MONTHLY SERVICE	479.40
CITY OF OMAHA	SEWER FEES-SEP 2022	569,828.11
COX BUSINESS SERVICES	2022/12/04-2023/01/03 MONTHLY SERVICE	220.00
ES LIFT STATION MAINTENANCE	AMPERAGE, SEAL TROUBLESHOOTING-DANIELLE ST	750.00
GENERAL FIRE & SAFETY CO	GAS DETECTOR CALIBRATION, O2 SENSOR	523.00
GRAINGER	TRIPOD SYSTEM WITH WINCH	4,729.44
HDR ENGINEERING, INC	BPW-201109 SO LIFT STATION 2022/10/23-2022/11/26	7,028.02
HTM SALES, INC	VALVE CHECK, ELECTRODE DOME	4,476.32
MENARDS	CONNECTORS, PVC ENCLOSURE, TAPE, REBAR, DRILL BITS, HEATER, CARPET, BATTERIES	2,529.17
METROPOLITAN UTILITIES DIST	2022/11/02-12/02 MONTHLY SERVICE	834.68
MID-IOWA SOLID WASTE EQUIPMENT CO,	BLADES, SRING CLIPS	683.56
NAPA AUTO PARTS	SILICONE	17.72
RJN GROUP INC	BPW-210107 GIS GAP ANALYSIS THRU 2022/12/2	1,160.00
RJN GROUP INC	BPW-221016 GIS GAP ANALYSIS THRU 2022/12/2	1,215.00
WESTLAKE ACE HARDWARE	QUICK LINKS	18.94
		<u>\$ 594,777.46</u>

### FEDERAL FORFEITURES

VERIZON WIRELESS	2022/10/22-11/21 MONTHLY SERVICE	455.75
		<u>\$ 455.75</u>

**TOTAL CLAIMS FOR JANUARY 3, 2023** \$ 1,305,561.72

**TOTAL PAYROLL FOR DECEMBER 23** \$ 1,451,712.30

# MINUTE RECORD

\*6.  
1/17/2023

## CLAIMS FOR JANUARY 17, 2023

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### MAYOR

CAKE EXPRESSIONS	CPS-SWEARING-IN CEREMONY	44.94
		<u>\$ 44.94</u>

### CITY ADMINISTRATION

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2022/11/20-2022/12/19	97.29
DELTA AIR LINES	CPS-AIR FARE-RISTOW	427.20
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-DEC 2022	4,641.90
HYATT REGENCY-ORLANDO, FL	CPS-LODGING FOR CONFERENCE-ELBERT	1,551.60
NEDA - MEMBERSHIP SERVICES	ANNUAL MEMBERSHIP	150.00
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-DEC 2022	90.72
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-NOV 2022	43.49
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-NOV 2022	81.14
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - DEC 2022	276.88
		<u>\$ 7,360.22</u>

### CITY COUNCIL

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

### LEGAL

DROP BOX	CPS-CASE MANAGEMENT	19.99
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-DEC 2022	2,362.64
HOUGHTON BRADFORD WHITTED PC	PROF SERVICES-NOV 2022	1,705.00
NEBRASKA SECRETARY OF STATE	CPS-RESEARCH	10.55
NEBRASKA.GOV	MAILING	188.00
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-DEC 2022	60.48
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-NOV 2022	30.77
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-NOV 2022	49.04
SARPY COUNTY COURT	CR 22 4545 & 4547	34.00
		<u>\$ 4,460.47</u>

### CABLE ADVISORY

COX BUSINESS SERVICES	2022/12/19-2023/01/18 MONTHLY SERVICE	9.04
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-DEC 2022	3,857.20
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-DEC 2022	60.48
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-NOV 2022	24.96
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-NOV 2022	31.84
SAM'S CLUB DIRECT	CPS-OFFICE CHAIR	214.98
		<u>\$ 4,198.50</u>

### CITY CLERK

AMAZON.COM, LLC	CPS-CALENDARS	43.90
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE - 2022/11/26-2022/12/25	116.35
SARPY COUNTY REGISTER OF DEEDS	PETTY CASH-FILING FEES-KLUTHE	148.00
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-DEC 2022	1,934.63
GRETNA GUIDE & NEWS	LEGAL ADS	813.40
NE STATE LIBRARY PUBS OFFICE	NE STATUTES	195.70

# MINUTE RECORD

## CLAIMS FOR JANUARY 17, 2023

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### CITY CLERK (cont'd)

RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-DEC 2022	60.48
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-NOV 2022	24.49
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-NOV 2022	31.20
SOUTHGATE APARTMENTS BELLEVUE, LP	SOUTHGATE APTS TIF 868790 1/4/2023 - INT	10,570.55
SOUTHGATE APARTMENTS BELLEVUE, LP	SOUTHGATE APTS TIF 868790 1/4/2023 - PRINC	67,990.78
TRISTAR	WORK COMP FUNDING NOVEMBER 2022	1,521.00
		<b>\$ 83,450.48</b>

### FINANCE/RISK MANAGEMENT

AMAZON.COM, LLC	CPS-CALENDARS	77.88
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2022/11/20-2022/12/19	138.76
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-DEC 2022	4,973.23
GREAT PLAINS ADA CENTER	CPS-ADA CERTIFICATION-WOODARD	25.00
INDOFF, INC	OFFICE SUPPLIES	65.99
INFOSAFE SHREDDING	ON-SITE DOCUMENT SHREDDING	30.00
RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY SHOES-2 EMP	395.98
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-DEC 2022	211.68
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-NOV 2022	81.64
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-NOV 2022	123.64
		<b>\$ 6,123.80</b>

### LIRARY

OMAHA PUBLIC POWER DISTRICT	2022/11/10-12/08 MONTHLY SERVICE	1,490.38
VERIZON WIRELESS	2022/11/17-12/16 MONTHLY SERVICE	430.09
ABE BOOKS	CPS-BOOKS	92.13
AMAZON.COM, LLC	CPS-BOOKS, OFFICE SUPPLIES, PROGRAM SUPPLIES, TABLE FAN, VIDEOS	662.87
COX BUSINESS SERVICES	2022/12/01-12/30 MONTHLY SERVICE	107.39
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-DEC 2022	6,448.46
KINGSLEY	CPS-REPLACEMENT HD DOOR LOCK	119.00
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-DEC 2022	241.92
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-NOV 2022	82.90
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-NOV 2022	101.70
SCOTT WELCH	CPS-MONTHLY WEB MAINTENANCE	125.00
TABLECLOTHS FACTORY	CPS-PROGRAM SUPPLIES	40.14
WALMART COMMUNITY	CPS-GREETING CARDS	36.99
WALMART-CAPITAL ONE	CC STM # 1645916297 - PROGAM SUPPLIES	104.40
INDOFF, INC	CREDIT-OFCIE SUPPLIES	(10.78)
INGRAM LIBRARY SERVICES	BOOKS	2,317.41
LAURITZEN GARDENS	RENEW 3 FAMILY MEMBERSHIPS	240.75
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE 2022/12/1-12/30	14.64
RUFF WATERS	AQUARIUM MANAGEMENT	65.00
		<b>\$ 12,710.39</b>

### ADMINISTRATIVE SERVICES/PERSONNEL

AMAZON.COM, LLC	CPS-PRIZES PAID BY DONATION	36.92
CAKE SPECIALISTS	CPS-PRIZES PAID BY DONATION	100.00
UNITED STATES POSTAL SERVICE	PETTY CASH-POSTAGE-DECKER	9.90
GOODWILL	PETTY CASH-SUPPLIES-RYBAR	6.40
DOLLAR TREE	CPS-PRIZES PAID BY DONATION	13.38

# MINUTE RECORD

## CLAIMS FOR JANUARY 17, 2023

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### ADMINISTRATIVE SERVICES/PERSONNEL (cont'd)

EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-DEC 2022	12,640.49
ERWIN'S JEWELRY	CPS-PRIZES PAID BY DONATION	70.00
GOLDEN BOWL	CPS-PRIZES PAID BY DONATION	100.00
INFOSAFE SHREDDING	ON-SITE DOCUMENT SHREDDING	30.00
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	101.91
MENARDS	CPS-PRIZES PAID BY DONATION	341.09
OMAHA PUBLIC POWER DISTRICT	2022/11/21-12/20 MONTHLY SERVICE	288.09
ONE SOURCE	BACKGROUND CHECKS	58.20
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-DEC 2022	241.92
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-NOV 2022	92.00
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-NOV 2022	113.25
ROMA ITALIAN RESTAURANT	CPS-PRIZES PAID BY DONATION	100.00
SAM'S CLUB DIRECT	CPS-PRIZES PAID BY DONATION	666.35
STELLA'S BAR & GRILL	CPS-PRIZES PAID BY DONATION	50.00
UMAMI RESTAURANT	CPS-PRIZES PAID BY DONATION	50.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - DEC 2022	2,394.09
WALMART COMMUNITY	CPS-PRIZES PAID BY DONATION	3,439.32
		<b>\$ 20,943.31</b>

### CODE ENFORCEMENT

AaLL ABOUT TREES	REMOVE OAK TREE-3718 LYNNWOOD DR	2,400.00
CLAYTON GRUHN	CUT DOWN ELM TREE- 400 W 19TH AVE	3,495.00
CLAYTON GRUHN	CUT DOWN MULBERRY TREE- 212 W 23RD AVE	2,995.00
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-DEC 2022	9,313.49
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-DEC 2022	181.44
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-NOV 2022	68.77
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-NOV 2022	84.85
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - DEC 2022	619.99
		<b>\$ 19,158.54</b>

### PUBLIC WORKS

ALFRED BENESCH & COMPANY	BPW-220915 SPT SERVICES 2022/10/24-2022/11/20	2,956.00
ALFRED BENESCH & COMPANY	BPW-220814 PROF SERVICES 2022/10/24-2022/11/20	12,961.13
AMAZON.COM, LLC	CPS-CALENDARS	34.99
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-DEC 2022	6,117.13
HOTEL AND LEISURE ADVISORS, LLC	BPW-210921 INDOOR WATERPARK RETAINER	12,500.00
HYATT REGENCY-ORLANDO, FL	CPS-LODGING FOR CONFERENCE-D CLARK	1,551.60
J P COOKE COMPANY	CUSTOM STAMP	57.00
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	73.05
NEBRASKA IOWA SUPPLY CO	DIESEL FUEL FOR TANKS	4,484.22
ONE CALL CONCEPTS	DIGGERS HOTLINE-DEC 2022	968.94
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-DEC 2022	181.44
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-NOV 2022	61.39
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-NOV 2022	87.51
THOMPSON DREESSEN & DORNER	POST CONSTRUCTION CERTIFICATE-3750 RAYNOR PKWY	1,000.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - DEC 2022	52.38
		<b>\$ 43,086.78</b>

# MINUTE RECORD

CLAIMS FOR JANUARY 17, 2023

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## PARKS

AMAZON.COM, LLC	CPS-CHAIN SAW SHARPENER	69.98
A-RELIEF SERVICES	PORTABLE RESTROOM-CHURCH, AHP, CEMETERY	687.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2022/11/18-2022/12/17	14.34
COX BUSINESS SERVICES	2022/12/01-12/30 MONTHLY SERVICE	214.78
CROW LAWN CARE LLC	CODE ENFORCEMENT CLEAN UP	1,000.00
DILLONS CUSTOMER CHARGES	CPS-MEALS FOR SNOW CREW	289.50
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-DEC 2022	8,089.18
HDR ENGINEERING, INC	BPW-211123 HAWORTH WW COLLECTION SYSTEM 2022/11/27-2022/12/31	27,266.20
LINE X OF OMAHA	BEDLINER-FORD F150	1,500.00
MENARDS	MICROWAVE, CONCRETE MIX, BLADE	222.41
METROPOLITAN UTILITIES DIST	2022/12/03-13 MONTHLY SERVICE	66.70
OMAHA PUBLIC POWER DISTRICT	2022/10/31-11/30 MONTHLY SERVICE	2,547.75
NERPA	CPS-MEMBERSHIP DUES-SHADA	70.00
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-DEC 2022	302.40
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-NOV 2022	97.18
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-NOV 2022	112.80
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - DEC 2022	1,826.17
		<b>\$ 44,376.39</b>

## RECREATION

OMAHA PUBLIC POWER DISTRICT	2022/11/21-12/20 MONTHLY SERVICE	177.73
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2022/11/11-2022/12/10	24.65
COX BUSINESS SERVICES	2022/12/01-12/30 MONTHLY SERVICE	88.39
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-DEC 2022	2,537.97
HOBBY LOBBY	CPS-DECORATIONS	103.20
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-DEC 2022	60.48
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-NOV 2022	27.16
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-NOV 2022	36.45
TENNIS COURTS UNLIMITED	TENNIS NETS, STRAPS	550.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - DEC 2022	148.87
		<b>\$ 3,754.90</b>

## BUILDING MAINTENANCE

AMAZON.COM, LLC	CPS-VACUUM ATTACHMENT	24.92
SARPY COUNTY CLERK	PETTY CASH -VEHICLE TITLES-KLUTHE	12.00
CONTRACTOR TRAINING CENTER	CPS-TESTING AND BOOKS	746.94
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-DEC 2022	11,368.40
FIRE PROTECTION SERVICES, LLC	SEMI-ANNUAL FIRE ALARM-1510 WALL ST	370.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	138.33
METROPOLITAN UTILITIES DIST	2022/12/03-13 MONTHLY SERVICE	28.32
OMAHA DOOR & WINDOW COMPANY	SPRINGS	115.96
OMAHA PUBLIC POWER DISTRICT	2022/11/10-12/08 MONTHLY SERVICE	1,079.16
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-DEC 2022	272.16
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-NOV 2022	81.80
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-NOV 2022	93.45
SHERWIN WILLIAMS CO	PAINT-1510 WALL ST	152.25
THE HOME DEPOT PRO	JANITORIAL SUPPLIES	227.95
TK ELEVATOR CORPORATION	ELEVATORS MAINTENANCE 2023/1/1-1/31	512.06
TRICO MECHANICAL SERVICES	AC SERVICE-LIBRARY	121.50
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - DEC 2022	776.37
		<b>\$ 16,121.57</b>

# MINUTE RECORD

CLAIMS FOR JANUARY 17, 2023

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**CEMETERY**

COX BUSINESS SERVICES	2022/12/01-12/30 MONTHLY SERVICE	83.39
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-DEC 2022	3,435.22
MENARDS	LIGHTS, BATTERIES	154.11
OMAHA PUBLIC POWER DISTRICT	2022/11/21-12/20 MONTHLY SERVICE	743.49
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-DEC 2022	90.72
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-NOV 2022	27.48
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-NOV 2022	32.17
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - DEC 2022	144.28
WESTLAKE ACE HARDWARE	BATTERES, SUPPLIES	41.98
		\$ 4,752.84

**STREETS**

ALFRED BENESCH & COMPANY	BPW-171101 PROF SERVICES 2022/10/24-2022/11/20	1,093.50
ALFRED BENESCH & COMPANY	BPW-220104 PROF SERVICES 2022/10/24-2022/11/20	3,195.53
ALFRED BENESCH & COMPANY	BPW-220813 STREESCAPING 2022/10/24-2022/11/20	31,478.97
AMAZON.COM, LLC	CPS-BATTERY FOR MILWAUKEE, DIGGING BAR	129.48
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2022/11/12-2022/12/11	24.05
COX BUSINESS SERVICES	2022/12/01-12/30 MONTHLY SERVICE	274.17
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-DEC 2022	34,722.28
HGM ASSOCIATES INC	BPW-211224 BRIDGE HARLAN DR 2022/07/19-2022/12/15	19,340.95
HGM ASSOCIATES INC	BPW-221019 BRIDGE GALVIN RD 2022/10/19-2022/12/15	5,140.11
HGM ASSOCIATES INC	BRIDGE INSPECTION 2020/12/7-2022/12/15	731.94
LYMAN RICHEY SAND & GRAVEL	SAND/GRAVEL	24,855.23
MD SOLUTIONS, INC	U CHANNEL POSTS, STRAPPING FOR SIGNS	3,270.00
METRO LEASING	8748-LEASE-2022/12/25 INT'L TRUCKS (6)	26,953.86
OMAHA PUBLIC POWER DISTRICT	2022/10/31-11/30 MONTHLY SERVICE	1,573.35
OMAHA PUBLIC POWER DISTRICT	2022/11/29-12/29 MONTHLY SERVICE	92,691.97
OMNI ENGINEERING	ASPHALT	1,090.25
READY MIXED CONCRETE COMPANY	CONCRETE	970.01
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-DEC 2022	846.72
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-NOV 2022	257.79
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-NOV 2022	313.97
TRISTAR	WORK COMP FUNDING NOVEMBER 2022	541.72
UMB BANK - TRUST OPERATIONS	1063 HAFP BONDS 12/28/17 \$3,900,000 DTCC	371,532.50
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - DEC 2022	5,899.62
		\$ 626,927.97

**FLEET MAINTENANCE**

911 CUSTOM, LLC	WARNING LIGHTS FOR P0713	3,784.37
ACTION BATTERIES UNLIMITED	COIN CELL BATTERIES	47.50
ALLIED OIL & SUPPLY COMPANY	GREASE	261.00
AMAZON.COM, LLC	CPS-BATTERY HOLD DOWN BOLT, CUSTOM PLUG, RADIATOR TEST TOOLS	402.38
APS LIGHTING & SAFETY PRODUCTS CO	WORK FLOOD LAMP	311.60
ASPEN EQUIPMENT CO	GEAR CASE AND MOTOR-ST20	2,129.88
AUTO VALUE PARTS - SOUTH OMAHA	CAR WASH,SNOW PLOW HYD OIL	225.76
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS, SEALS, SILICONE	943.93
BAXTER FORD	GASKET, SENSORS, HEATER, BRAKE PADS, ROTOR ASSEMBLY, CLIPS, SEALS	871.03
BLAC-RAC MANUFACTURING, INC	GUN LOCKS AND ACCESSORIES	1,661.01

# MINUTE RECORD

CLAIMS FOR JANUARY 17, 2023

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**FLEET MAINTENANCE (cont'd)**

BOBCAT OF OMAHA	FILTERS	202.62
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2022/11/20-2022/12/19	19.03
CONTINENTAL RESEARCH CORP	CASE OF TEFLA PENT	266.53
CORNHUSKER INTERNATIONAL TRUCKS	FUEL STRAP, LINING, VALVE KITS	2,620.97
COX BUSINESS SERVICES	2022/12/01-12/30 MONTHLY SERVICE	107.39
CUMMINS SALES AND SERVICE	TURBO CHARGER ACTUATOR	1,794.90
DULTMEIER SALES LLC	BALL VALVE, POLY VALVE	51.50
EDWARDS CHEVROLET-CADILLAC	GASKET	7.25
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-DEC 2022	20,705.86
FACTORY MOTOR PARTS CO	SEAL, IGNITION BOOT WIRE, TRANS FLUID, VALVE	200.59
FARM PLAN	KEYS, SHAFT	89.50
HEAVY DUTY SPECIALISTS	SEPARATOR FILTER	391.57
HENDERSON PRODUCTS, INC	PRESSURE SWITCHES	106.98
INDOFF, INC	OFFICE SUPPLIES	130.55
INLAND TRUCK PARTS CO	U-JOINT, BALL KIT, DUST SEAL, BOOT STRAPS	399.59
INTERSTATE BATTERIES	BATTERIES	707.16
INTERSTATE POWER SYSTEMS, INC	REPROGRAM TRANSMISSION FOR ST64	1,044.91
J & J SMALL ENGINE SERVICE	HYDRO HOUSING KIT, NOSE CUP, PARTS	515.78
KRIHA FLUID POWER CO	FITTINGS, COUPLERS	498.00
LIBRA SAFETY PRODUCTS	LENS CLEANING WIPES	48.80
MACQUEEN EQUIPMENT, LLC	CHEVRON BELTS BEARINGS, DIRT SHOE RUNNERS, PARTS, ROCKER SWITCH, GAUGE	3,402.57
MATHESON TRI-GAS INC	WELDING SUPPLIES	61.93
MENARDS	SUPPLIES, SPRAY PAINT, DEGREASER, PAINT	154.80
MICHAEL TODD & COMPANY	SNOW PLOW BLADE	734.64
NAPA AUTO PARTS	FILTERS, DIESEL SERVICE, HARNESS, CLAMPS, DISC PADS	663.75
NEBRASKA IOWA INDUSTRIAL FASTENERS	NUTS, DRILL BITS, CLAMPS, RIVETS	434.78
OMAHA PUBLIC POWER DISTRICT	2022/11/22-12/21 MONTHLY SERVICE	1,198.41
POWERPLAN	FUEL SENDER, GASKETS, SEALS	882.02
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-DEC 2022	645.92
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-NOV 2022	163.59
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-NOV 2022	202.94
SEXTON AUTO BRAKE AND CLUTCH	CPS-PARTS	250.72
SIGNIT	VINYL FOR VEHICLE NEW DECALS	4,960.00
SOUTHERN CARLSON, INC	PARTS WASHER SOAP	463.38
SWAN ENGINEERING, LLC	TARP TIE	14.40
TOOL SHED OF OMAHA	BRAKE BAR ASSEMBLY	47.84
TY'S OUTDOOR POWER & SERVICE	SECTION BELT, THERMOSTAT	108.88
UNITED AUTO RECYCLERS	STEEL WHEEL	50.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - DEC 2022	851.60
VANAIR MANUFACTURING, INC	CPS-IGNITION SWITCH	82.54
WALKERS UNIFORM RENTAL	UNIFORM CLEANING SERVICE, FENDER COVERS	228.78
WESTLAKE ACE HARDWARE	SUPPLIES	2.76
WOODHOUSE CBP	CHECK AWD LIGHT	623.59
		<b>\$ 56,777.78</b>

**PLANNING**

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE- 2022/11/18-2022/12/17	78.75
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-DEC 2022	2,681.91
GRETNA GUIDE & NEWS	LEGAL AD	8.42
INDOFF, INC	OFFICE SUPPLIES	65.99
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-DEC 2022	90.72
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-NOV 2022	35.64
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-NOV 2022	45.34
		<b>\$ 3,006.77</b>

# MINUTE RECORD

## CLAIMS FOR JANUARY 17, 2023

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### PERMITS & INSPECTIONS

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE-2022/11/18-2022/12/17	119.05
CHALEKS AUTO BODY	REPAIR TO 2020 CHEVY PI4-BACK & FRONT	7,215.11
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-DEC 2022	11,308.45
NATIONAL FIRE PROTECTION ASSOCIATION	CPS-MEMBERSHIP DUES-MCBREEN	175.00
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-DEC 2022	241.92
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-NOV 2022	88.55
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-NOV 2022	112.08
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - DEC 2022	1,049.41
WOODHOUSE CBP	2022 FORD BRONCO 3FMCR9B62NRE32147	33,589.00
WOODHOUSE CBP	2022 FORD BRONCO 3FMCR9B67NRE35772	33,589.00
WOODHOUSE CBP	2022 FORD BRONCO 3FMCR9B66NRE31924	33,589.00
		<b>\$ 121,076.57</b>

### POLICE

ATHLETICO EXCEL NEBRASKA, LLC	POST OFFER SCREENING	60.00
AUTO BODY AUTHORITY	BODY DAMAGE REPAIR-UNIT 117	1,818.00
AVERY L LOSCHEN	RENT FOR K9 BUILDING-FEB 2023	1,248.00
BASIC CRIME PREVENTION	CPS-TRAINING-DUCKER, KOLBE	1,250.00
BLUE TO GOLD LAW ENFORCEMENT	CPS-TRAINING-JANSEN	395.00
AMAZON.COM, LLC	CPS-DRIVE CLICK TORQUE WRENCH, OFFICE SUPPLIES, SCANNER	983.98
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2022/11/17-2022/12/16	295.97
SARPY COUNTY CLERK	PETTY CASH-VEHICLE TITLES-KLUTHE	45.00
CONNER PSYCHOLOGICAL SERVICES PC	PRE EMPLOYMENT PSYCH EVAL	385.00
COX BUSINESS SERVICES	2022/12/01-12/30 MONTHLY SERVICE	122.70
COX COMMUNICATIONS	SUBPEONA 21-68.110.21.18	50.00
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-DEC 2022	139,481.49
ENTERPRISE FM TRUST	DEA VEHICLE LEASE-DEC 2022	557.32
EXPEDIA	CPS-AIR FARE FOR TRAINING-REED	321.83
FBI LEEDA	CPS-TRAINING-MANNING	695.00
GALL'S, LLC	TAPERED BATONS, REVERSIBLE RAIN JACKETS	621.25
GLOCK PROFESSIONAL, INC	CPS-TRAINING-HOFFMAN	250.00
GOVDIRECT, INC	DESKTOP DOCK, AC ADAPTER	930.32
GREAT PLAINS UNIFORMS	EMBROIDER NAMETAGS	40.00
HOLIDAY INN-WATERTOWN, SD	CPS-LODGING FOR TRAINING-MILOS	143.78
HOMEWOOD SUITES-CHANDLER, AZ	CPS-LODGING FOR TRAINING-REED	337.26
INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE	CPS-MEMBERSHIP DUES-DARGY	190.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	153.19
JIMMY JOHNS	CPS-MEALS FOR CLASS-REED	85.59
JOE MILOS	REIMB PER DIEM FOR TRAINING	383.50
LP POLICE	POLICE MONTHLY PLAN-DEC 2022	259.90
MATHESON TRI-GAS INC	CPS-CARBON DIOXIDE TRAINING	38.52
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	294.45
MENARDS	POWER STRIP, TAPE	62.76
MYZONE, INC	CPS-WELLNESS PROGRAM	75.00
NATIONAL ASSOCIATION OF SCHOOL RESOURCES OFFICERS	CPS-TRAINING-HOBBS, MANNING, KOLBE, MANNING, SEVERN, SOLORIO	2,325.00
NEBRASKA SECRETARY OF STATE	NOTARY FEE-MARKVE	30.00
NEBRASKA SECRETARY OF STATE	NOTARY FEE-MCDANIEL	30.00
OMAHA PUBLIC POWER DISTRICT	2022/11/10-12/08 MONTHLY SERVICE	70.07
POLICE EXECUTIVE RESEARCH FORUM	CPS-MEMBERSHIP DUES-STROEHER	200.00
POLICE OFFICERS ASSOCIATION OF NEBRASKA	2023 POAN MEMBERSHIP	2,000.00
PUBLIC RISK MANAGEMENT ASSOCIATION-IA/NEB/SD	CPS-TRAINING-RADIL	159.00
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-DEC 2022	3,851.36
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-NOV 2022	1,009.82
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-NOV 2022	2,098.05

# MINUTE RECORD

CLAIMS FOR JANUARY 17, 2023

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**POLICE (cont'd)**

SAVAGE RANGE SYSTEMS, INC	TABLETOP FOR GUNSMITH	2,570.00
SOUTHWEST AIRLINES	CPS-AIR FARE FOR TRAINING-DUCKER	435.46
SOUTHWEST AIRLINES	CPS-AIR FARE FOR TRAINING-KOLBE, REED	781.42
SURVEY MONKEY.COM, LLC	CPS-SURVEY MEMBERSHIPS	468.00
TIMOTHY MELVIN	SPECIALTY CAKES	39.99
TRISTAR	WORK COMP FUNDING NOVEMBER 2022	28,832.20
U.S. CELLULAR	2022/12/09-2023/01/08 MONTHLY SERVICE	88.56
UNITED STATES POSTAL SERVICE	CPS-CERTIFIED POSTAGE	27.16
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - DEC 2022	15,880.97
VIKTOS, LLC	CPS-UNIFORMS-MARRS	287.45
VISTA PRINT	CPS-BUSINESS CARDS	218.40
		<b>\$ 212,977.72</b>

**FIRE & RESCUE**

AMAZON.COM, LLC	CPS-BOOTS, COFFEE, NOTEBOOKS, SUPPLIES, LABEL MAKER	406.93
COX BUSINESS SERVICES	2022/12/01-12/30 MONTHLY SERVICE	214.78
EC DATA SYSTEMS, INC	CPS-SHARE OF FAX SERVER	7.95
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-DEC 2022	90,268.22
GOTOMEETING	CPS-CONFERENCE CALLS	1,001.52
OMAHA PUBLIC POWER DISTRICT	2022/10/31-11/30 MONTHLY SERVICE	5,532.93
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-DEC 2022	2,630.88
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-NOV 2022	743.40
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-NOV 2022	1,258.03
TRISTAR	WORK COMP FUNDING NOVEMBER 2022	11.01
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - DEC 2022	12,357.36
		<b>\$ 114,433.01</b>

**NON-DEPARTMENTAL/CONTRACTS**

CENTURY LINK	2022/11/20-12/19 MONTHLY SERVICE	68.12
COX BUSINESS SERVICES	2022/12/01-12/30 MONTHLY SERVICE	331.98
GOTOMEETING	CPS-MONTHLY CONFERENCE CALLS	17.12
GROW SARPY	2023 ANNUAL INVESTMENT-VISIONARY LEVEL	5,050.00
METRO AREA TRANSIT	MAT 2022-10 2067 MILES	5,405.00
PM AM CORPORATION	ALARM FEES -NOV 2022	1,760.00
SARPY COUNTY COURT HOUSE	ANIMAL CONTROL-FEB 2023	17,231.00
SCOTT WELCH	CPS-MONTHLY WEB MAINTENANCE	125.00
TASC - TOTAL ADMINISTRATIVE SERVICES CORP	2023/03/31Q TASC FSA - ADMN & RENEWAL FEES	2,024.38
		<b>\$ 32,012.60</b>

**INFORMATION TECHNOLOGY**

AMAZON.COM, LLC	CPS-FLASH DRIVES	18.50
COX BUSINESS SERVICES	2022/12/01-12/30 MONTHLY SERVICE	480.12
HOSTGATOR.COM	CPS-MONTHLY DCMAIN MAINTENANCE	69.95
		<b>\$ 568.57</b>

**2206 LONGO DR - NEW LIBRARY**

AHERN FIRE PROTECTION	REPLACE COVE PLATE ON A HEAD IN VA CLINIC	221.00
CENTURY LINK	2022/11/4-12/03 SERVICE	236.93
COX BUSINESS SERVICES	2022/11/27-12/26 SERVICE	115.30
HEIMES CORPORATION	CLEAN BRANCH MAIN FROM PULLED TOILED, RESET, REMOVE BAD WASTE	5,344.94
JIFFY/LEVENSPPN'S SUPPLY	CLEANING SUPPLIES	789.19
METROPOLITAN UTILITIES DIST	2022/11/03-12/02 SERVICE	1,118.28

# MINUTE RECORD

CLAIMS FOR JANUARY 17, 2023

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**2206 LONGO DR - NEW LIBRARY (cont'd)**

MMC MECHANICAL CONTRACTORS, INC	LEAK ON LOBBY HP, SUITE 201 COOLING	1,458.10
OMAHA PUBLIC POWER DISTRICT	2022/10/22-11/21 SERVICE	5,606.35
PAPILLION SANITATION	2022/12/01-12/31 SERVICE	293.81
PRESTO-X	PEST CONTROL 11/08	214.00
REGAL FACILITY MANAGEMENT	DECEMBER JANITORIAL SERVICES	4,205.10
SELDIN LLC	MANAGEMENT FEES, MAILING, CHECKSCAN FEE, REPLACE BULBS, PAYSCAN	1,710.24
STERICYCLE	12/01/22 MONTHLY SERVICE	164.04
WATERLINK INC	MONTHLY WATER TREATMENT SERVICE	431.63
		<b>\$ 21,908.91</b>

**WASTEWATER**

ARROW TOWING	HD TOW CHARGE	225.00
AT&T MOBILITY	2022/12/08-2023/01/07 MONTHLY SERVICE	517.00
CENTURY LINK	2022/12/13-2023/01/12 MONTHLY SERVICE	191.42
COX BUSINESS SERVICES	2022/12/01-12/30 MONTHLY SERVICE	83.39
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-DEC 2022	17,897.35
NAPA AUTO PARTS	EQUIPMENT CLEANER, GAUGE	140.18
OMAHA PUBLIC POWER DISTRICT	2022/11/10-12/08 MONTHLY SERVICE	3,608.89
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-DEC 2022	564.88
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-NOV 2022	140.36
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-NOV 2022	169.73
SHERWIN WILLIAMS CO	PAINT	30.45
TRISTAR	WORK COMP FUNDING NOVEMBER 2022	296.98
TRITON HYDROTOOLS	MENDER HOSE	456.73
UMB BANK - TRUST OPERATIONS	1064 WW REV BONDS 6/28/18 \$2,655,000 DTCC	153,487.50
UNITED RENTALS (NORTH AMERICA), INC	TRAINING-4 EMP	1,080.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - DEC 2022	2,790.82
		<b>\$ 181,680.68</b>

**COMMUNITY BETTERMENT**

OMAHA PUBLIC POWER DISTRICT	2022/12/27 MONTHLY SERVICE	100.16
		<b>\$ 100.16</b>

**G.O. BONDS**

UMB BANK - TRUST OPERATIONS	0185417391 SID 177-18 GORB 5/1/18 \$1,945,000 PRIN DTCC	55,797.50
UMB BANK - TRUST OPERATIONS	0185419637 SID 180-18 GORB 12/28/18 \$3,700,000 INT DTCC	80.00
UMB BANK - TRUST OPERATIONS	0185420403 SID 269-19 GORB 6/15/19 \$280,000 PRIN DTCC	14,128.75
UMB BANK - TRUST OPERATIONS	1066 PSTABs 4/30/19 \$5,545,000 PRIN DTCC	319,625.00
		<b>\$ 389,631.25</b>

**TOTAL CLAIMS FOR JANUARY 17, 2023** **\$ 2,031,786.15**

**TOTAL PAYROLL FOR DECEMBER 23, 2022** **\$ 1,602,320.23**

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

8a1.1.  
1/17/2023

COUNCIL MEETING DATE: 01/17/2023		SUBMITTED BY: Rusty Hike, Mayor	
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 type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

City Administrator Contract

SYNOPSIS/BACKGROUND:

Due to a new appointment, and after reviewing updated wage comparables, an amended employment contract is needed.

\*\*redlined old wage in contract is 2 years old. Fiscal impact is calculated off of current wage after annual increases (\$168,438.40) to new proposed wage.

FISCAL IMPACT?: 2.29%\*\* BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: James Ristow INTERLOCAL AGREEMENT: No

CONTRACT DESCRIPTION: City Administrator Contract

CONTRACT EFFECTIVE DATE: 01/17/2023 CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the amended City Administrator contract and authorize the Mayor to sign the contract.

ATTACHMENTS:

1. City Administrator Contract	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*[Handwritten signatures in blue ink]*

## **EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of ~~September 2020~~January 2023, by and between the City of Bellevue, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY" and James Ristow, hereinafter referred to as "RISTOW", WITNESSETH:

WHEREAS, CITY desires to employ the services of RISTOW as its City Administrator, as provided by the Bellevue City Code and Nebraska State Statutes; and

WHEREAS, it is the desire of CITY to provide certain benefits, establish certain conditions of employment, and to set working conditions of RISTOW; and

WHEREAS, RISTOW desires to accept employment as City Administrator of the City of Bellevue, Nebraska.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

### **Section 1 - Employment and Duties**

A. CITY hereby agrees to employ RISTOW, and RISTOW, hereby accepts employment as City Administrator of the City of Bellevue to perform the functions and duties specified in the City Code of the City of Bellevue and to perform such other legal and proper duties and functions as the Mayor and City Council shall assign.

B. The parties agree that the terms of this Agreement do not supersede the provision of state statutes for the State of Nebraska. To the extent that they do conflict, state statutes shall prevail.

### **Section 2 - Term**

A. This Agreement shall expire at the end of the elected term of the current Mayor of the City of Bellevue and until RISTOW'S successor is appointed, unless sooner terminated as herein after provided. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of CITY to terminate the services of RISTOW at any time prior to the end of the term, subject only to the provisions set forth in Section 3, of this Agreement. RISTOW shall be given no less than 60 days' notice of removal, or 60 days severance pay and then be removed immediately.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of RISTOW to resign at any time from his position with CITY, subject only to the provision set forth in Section 3, paragraph B, of this Agreement. However, the resignation of RISTOW shall allow RISTOW the right to provide CITY with a release of all claims.

C. RISTOW agrees to remain in the exclusive employment of CITY until termination or resignation as provided in Section 3 of this Agreement occurs. RISTOW shall not use any confidential information obtained through his position as City Administrator for personal gain. Both parties acknowledge that exclusive employment shall mean that RISTOW shall not accept any outside employment from any source whatsoever without first obtaining written approval from CITY. Outside employment shall not be construed to include occasional teaching, writing or consulting performed on RISTOW'S time off. It is further understood that any activity of this nature outside of the workplace cannot represent a conflict of interest.

### **Section 3 - Termination**

A(1). The Mayor with the approval of the City Council shall have the right at any time during the term of this Agreement to terminate RISTOW for just cause. "Just cause" is defined as (1) a conviction for a felony or ~~any~~ ~~any~~ misdemeanor involving moral turpitude, (b) breach of this Agreement, or (c) commission of any dischargeable offense as defined in the Personnel Rules of the City of Bellevue.

A(2). In the event the Mayor, with the approval of the City Council, during the term of this Agreement, terminates RISTOW for any or no reason other than Just Cause, the CITY agrees to pay RISTOW in a single lump-sum payment of six (6) months of RISTOW's base salary, excluding the CITY's obligation for retirement, and any other insurance, benefits or allowances for said six (6) month period, within thirty (30) days of termination of RISTOW's employment in exchange for a Release of all Claims against the CITY by the City Administrator. Upon payment of such lump sum payment to RISTOW, RISTOW does hereby waive and release the CITY, and its elected and appointed officials, managers, employees, and agents, from any and all claims of any nature whatsoever which may arise by reason of such termination, including, but not limited to an alleged breach of this contract (or any other express or implied contract), or any federal law, state law, or local ordinance, or a constitutional due process claim that RISTOW's termination by the CITY deprived RISTOW of a property interest and continued employment with the CITY and of a liberty interest in RISTOW's good name and reputation.

A(3). The lump sum payable under Section 3 Paragraph (A)(2) is based upon the following and to avoid the expense of:

1. Conducting a pre-and post-termination grievance hearing which will cost the CITY ~~\$14,036.53~~ ~~\$10,625.00~~ the equivalent of at least one (1) month's salary for the City Administrator.
2. Conducting a Loudermill hearing and "full blown" due process hearing which will cost the CITY ~~\$28,073.07~~ ~~\$21,250.00~~ the equivalent of at least two (2)) month's salary for the City Administrator.

3. Defending a discrimination charge brought under the municipal code, state law, and/or federal which will cost the CITY ~~\$21,250.00~~ \$28,073.07 the equivalent of at least two (2) month's salary for the City Administrator.
4. Defending a breach of contract claim which will cost the CITY ~~\$14,036.53~~ \$10,625.00 the equivalent of at least one (1) month's salary for the City Administrator.
5. RISTOW, in accepting this lump sum payment, agrees after termination of employment with the CITY that he will voluntarily participate and cooperate with the CITY in the defense of the CITY and its elected officials and employees and the prosecution of any action or proceeding about which ~~he~~ has knowledge, including any litigation related to these actions. Such participation and cooperation includes, for example, agreeing to speak with the CITY's attorneys at a mutually convenient time regarding the facts of the matter and agreeing to make himself available for a deposition and/or trial.
6. Notwithstanding the foregoing, if such termination under subsection (A)(2) of the Section 3 occurs within the first six (6) months of the term of this Agreement, said lump sum payment shall be reduced to three (3) months and the corresponding expense avoidance provided in subsection (A)(3) of the Section 3 shall be reduced proportionately as the term of employment shall be of short duration so as to reduce the expenses provided in subsection (A)(3) of this Section 3.

B. In the event RISTOW voluntarily resigns from his position with the CITY before expiration of the aforesaid term of employment, then RISTOW shall give the CITY two (2) months' notice in advance, unless the parties agree otherwise.

C. Notwithstanding the foregoing, in the event this Agreement terminates by virtue of the term as set forth in Section 2 Paragraph A, such termination shall not be deemed a termination by the CITY or RISTOW but rather by the term of the Agreement and neither party shall have any further obligations to the other party except as those obligations the CITY has to RISTOW under Section 5. However, such termination shall allow RISTOW the right to provide CITY with releases as designated under Section 3 Paragraph (A)(2) of this Agreement which releases shall in turn trigger the obligation of the CITY to make a lump sum payment of one month's base salary for the City Administrator as agreed upon consideration of such releases.

#### **Section 4 - Salary**

Beginning ~~December 31, 2020~~January 17, 2023, CITY agrees to pay RISTOW for his services rendered pursuant hereto an annual base salary of ~~\$168,438.40~~ \$149,332. Said annual base salary shall be payable in installments at the same time as other employees of the CITY are paid. Other than by amendment or the provisions of Section 13, said salary shall not be adjusted regardless of any step level, longevity increases, or similar adjustments made to any other group of regular, full-time employees.

#### **Section 5 - Benefits**

A. CITY agrees to provide RISTOW professional liability insurance for the actions of RISTOW conducted within the scope of his employment with the CITY.

B. Except as provided or specifically addressed or altered in this Employment Agreement, RISTOW shall receive similar benefits granted to other CITY directors other than police or fire, subject to any limitations or restrictions thereon applicable to such directors, including by illustration only and not limited to health, hospitalization, surgical, dental, long-term disability insurance and life insurance; retirement, pension, or deferred compensation; holiday; and other group benefit programs extended to employees for their voluntary participation.

C. In lieu of sick, vacation, personal and compensatory time leave RISTOW shall be entitled to ten (10) days paid time off (hereinafter referred to as "PTO") commencing January 1, 2019. RISTOW shall, thereafter, earn PTO of 2.5 days per month. At the beginning of the 5<sup>th</sup> year of employment, should RISTOW still be employed, PTO will be earned at 23 hours per month. On September 30<sup>th</sup> of each year, should RISTOW's PTO balance equal or exceed 200 hours, RISTOW will be paid out the excess balance of hours over 200 accrued. Remaining PTO leave will be paid at RISTOW'S termination. PTO may be used immediately upon the effective date of this Agreement despite any other policies or practices of the City.

D. Upon commencement of RISTOW'S employment, the CITY agrees to match RISTOW'S contribution to CITY'S general employees' pension plan in the same percentage of his monthly salary as the budgeted CITY contribution provided to CITY'S other general employees (excluding police and fire). RISTOW may participate in the self-funded 457(b) Plan.

E. CITY shall provide RISTOW with a desktop computer, laptop computer and cell phone required for RISTOW to perform the job and to maintain effective communication.

F. Notwithstanding any other policy or practice to the contrary, and except as otherwise provided herein, RISTOW shall not be entitled to contribution toward his or his family's health insurance premiums after his employment with the CITY.

### **Section - 6 Automobile**

CITY shall provide RISTOW use of a CITY-owned or leased automobile for work related purposes. RISTOW shall also be allowed de minimis personal use of the CITY-owned or leased vehicle to include but not be limited to occasional personal errands or occasionally having passengers ride in the CITY-owned or leased vehicle. The parties acknowledge that RISTOW'S daily commuting expenses shall be treated as taxable income on RISTOW'S W-2 Form and shall not be reimbursed to the CITY.

### **Section 7 - Dues, Memberships and Professional Development**

A. CITY agrees to budget and pay the professional dues and subscriptions of RISTOW'S continued and full-membership to the International City/County Management Association (ICMA), Nebraska City Management Association (NCMA), Nebraska Economic Development Association (NEDA), and other national, regional, state and local associations and organizations necessary and desirable for RISTOW'S continued professional growth and advancement, and for the good of the CITY.

B. CITY agrees to budget and to pay travel and subsistence expenses of RISTOW for professional travel, meetings, and occasions adequate to continue the professional development of RISTOW, and adequately to pursue necessary official and other functions for the CITY, and for short courses, workshops, seminars, and institutes that are necessary and desirable for RISTOW'S continued professional development and his City Manager Credentialing, and for the good of the CITY. RISTOW, with the written approval of the Mayor may attend the NCMA Summer Conference, ICMA Annual Conference, NEDA Fall and Summer Conferences, and League of Nebraska Municipalities Annual Conference, Midwinter Conference, Municipal Accounting & Finance Conference, and Utilities/Public Works Section Annual Conference and the costs of such conferences as well as travel and subsistence expenses shall be paid by the City.

C. CITY recognizes the desirability of representation in and before local, civic, and other organizations, and RISTOW is authorized to become a member of such civic clubs or organizations as he may deem appropriate, provided the CITY will pay membership dues for one (1) such club selected by RISTOW.

### **Section 8 - Expenses**

RISTOW may be required as a condition of employment to incur reasonable and necessary expenses in connection with his duties. RISTOW shall be reimbursed by CITY for such expenses in accordance with CITY'S expense reimbursement policy.

### **Section 9 - Residency Requirement**

RISTOW will maintain his permanent domicile and residency within the corporate

limits of Bellevue, Nebraska.

### **Section 10 - Disability**

If RISTOW is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) consecutive work weeks beyond any accrued PTO or for twenty (20) working days over a thirty (30) working day period, CITY shall have the option to terminate this Agreement subject to lump sum payment requirements of Section 3, paragraphs A(2) and A(3). RISTOW shall also be compensated for any accrued PTO, holidays and other accrued benefits.

### **Section 11 - Hours of Work**

It is recognized that RISTOW'S duties compensated by the salary and benefits herein established may and will require the commitment of time above and beyond normal business hours, including evening and weekend hours, and that RISTOW will be expected to devote more than a standard forty hour work week to perform those duties, and to that end, RISTOW shall be allowed to establish an appropriate work schedule. In the event that RISTOW has had to devote an unusual amount of time toward certain projects and/or city general matters, RISTOW may, with the written permission of the Mayor, take time off that is paid and not be a charge against his PTO, provided however, that such time off shall be used for the period requested or otherwise forfeited and shall not be added or accrued to PTO.

### **Section 12 - No Reduction of Benefits**

This section purposely left blank.

### **Section 13 - Job Performance Evaluation**

The Mayor shall review and evaluate the performance of RISTOW semi-annually through the City of Bellevue's performance evaluation form. A performance pay adjustment may be made annually based upon the results of the evaluations in an amount to be determined by the Mayor, but in no event, shall the increase exceed 5%. The City Council shall be notified that the Mayor's written evaluation of RISTOW shall be available for review and inspection by the City Council at the Mayor's office. The contents of such evaluation are a personnel matter and shall remain confidential. The performance pay adjustment shall be added to the base salary which sets the new base salary beginning each anniversary of the effective date of this Agreement and this Agreement shall be automatically amended to reflect such adjustment.

### **Section 14 - Indemnification**

CITY shall defend, save harmless and indemnify RISTOW against any claim or demand or other legal action, whenever groundless or otherwise arising out of any act or omission incurred in the performance of RISTOW'S duties of City Administrator. (This indemnification by CITY

shall not include any intentional criminal acts or torts committed by RISTOW for which the CITY would not have insurance coverage).

**Section 15 - Incorporation of Code of Ethics**

Inasmuch as RISTOW is an active member and participant in International City/County Management Association (ICMA), the “Code of Ethics” promulgated by ICMA are by this reference made a part thereof. That said Code of Ethics shall furnish principles to govern RISTOW’S conduct and actions as administrator of the CITY.

**Section 16 - Bonding**

CITY shall bear the full cost of any fidelity or other bonds required of RISTOW under any law or ordinance.

**Section 17 - Other Terms and Conditions of Employment**

CITY shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of RISTOW, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, CITY Code or any other law or CITY ordinances.

**Section 18 - Notices**

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) CITY: Mayor  
City of Bellevue  
1500 Wall Street  
~~210 West Mission Avenue~~  
Bellevue, Nebraska 68005
  
- (2) RISTOW: James Ristow  
4613 Crestview Drive  
Papillion, NE 68133

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil justice practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

**Section 19 - General Provisions**

A. The text herein shall constitute the entire agreement between the parties. It may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of RISTOW.

C. This Agreement shall become effective commencing ~~September 15, 2020~~January 17, 2023.

D. If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

#### **Section 20 - Waiver of Breach**

The waiver by either the CITY or RISTOW of any breach of any provision of this by the other party shall not operate or be construed as a waiver of any subsequent breach of any provision of this Agreement. No waiver of any provision of this Agreement shall be valid unless in writing and signed by both RISTOW and the Mayor.

#### **Section 21 - Assignment**

RISTOW acknowledges that the services to be rendered by him are unique and personal. Accordingly, RISTOW may not assign any of his rights or delegate any of his duties or obligations under this Agreement.

#### **Section 22 - Applicable Law**

This Agreement is made pursuant to and shall be governed, construed and enforced in all respects and for all purposes in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, CITY has caused this Employment Agreement to be signed and executed on its behalf by its Mayor and duly attested by its Clerk, and RISTOW has signed and executed this Employment Agreement both in duplicate, on the date and year first above written.

**CITY OF BELLEVUE, NEBRASKA,**  
A Municipal Corporation

By: \_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
James Ristow, City Administrator

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

\*8b.  
1/17/2023

COUNCIL MEETING DATE: 01/17/2023		SUBMITTED BY: CDBG/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:

Approve the reappointment of David Wees (Ward 5) and the appointment of Jonathan Jenkins (Ward 2) to the Community Development Block Grant (CDBG) Committee.

SYNOPSIS/BACKGROUND:

The CDBG Committee has two positions, Ward 2 and Ward 5, with terms than have expired. Each Council Member recommends an appointee to fill a position on the CDBG Committee. Mr. David Wees has been nominated for reappointment by Councilman Preister, and Jonathan Jenkins has been nominated for appointment by Councilman Casey. The CDBG Committee was created to assist the CDBG Program Specialist with the annual application process by reviewing applications, hearing presentation, and preparing a funding recommendation for the annual CDBG entitlement funding allocation. The Committee presents a funding recommendation to the City Council for their consideration.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Approve the appointments of David Wees and Jonathan Jenkins to the CDBG Committee for three-year terms.

ATTACHMENTS:

1. <input type="text" value="Wees Appointment Form"/>	2. <input type="text" value="Jenkins Appointment Form"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_



## City of Bellevue

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

# CDBG Committee Member Recommendation Form

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

### Contact Information

Name: David B Wees

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

### Special Skills or Qualifications

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

I was contacted by Councilmember Preister about an opening for the CBDG Committee. I would be honored to serve the City of Bellevue in a committee setting to evaluate, screen and select recipients eligible for this program. I have 16 years' service to the City as a councilmember for Ward 5 from 1992 until 2008. This gives me the knowledge of the works of the council, planning department and planning commission. I have always had the wish to volunteer for our City and believe the time, talents, and treasures of volunteers only help our City to be more viable in our community. I am a retired from OPPD with 37 plus years background in the utility industry. If chosen, I would enjoy the responsibility set forth.

Submitted **David B. Wees**

Date: **February 5, 2019**



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City of Bellevue  
Community Development Block Grant

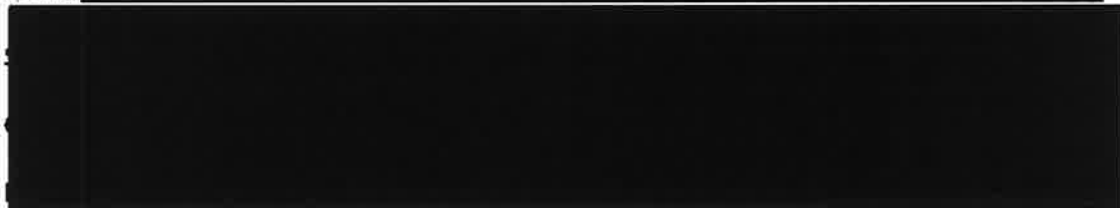
1500 Wall St. • Bellevue, Nebraska • 68005 • 402-293-3000

### CDBG Committee Member Recommendation Form

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

#### Contact Information

Name: Jonathan Jenkins



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

#### Special Skills or Qualifications

Summarize any experience or qualifications the recommended member possesses that will assist with their service on the CDBG Committee.

- Previous experience working on capital improvements on single family and multifamily homes.
- Built timelines providing 20 year projections on improving 550 homes
- Performed procurement duties for federal funding, including section 3 requirements and Davis Bacon Wages
- Completing requirements for a MBA degree in Supply Chain Management
- Retired from the Air Force following a 25-year career

Submitted by: Richard D. Casey Date: 1/6/23





\*8c.  
1/17/2023

## CITY OF BELLEVUE

OFFICE OF THE MAYOR

1500 Wall Street – Bellevue, NE 68005 – (402) 293-3020

---

To: Council President Paul Cook and Councilmember's  
From: Mayor Rusty Hike  
Subject: **Appointment to the Bellevue Housing Authority**  
Date: January 10, 2023

Please consider the following for appointment to the **Bellevue Housing Authority**.

She will replace Paul Hartnett and will serve out his remaining term until July 2023.

Michelle Adams  
15005 Eureux Street  
Bellevue, NE 68123  
402-960-6865

Michelle Adams  
Bellevue, NE 68005  
m.j.adams284@gmail.com  
(402)960-6865  
Authorized to work in the US for any employer

## **Work Experience**

### **Cottage Guide**

#### **Hillcrest Country Estates - Bellevue, NE July 2021 to present**

Maintain and oversee daily operations of cottages. Supervise and Manage 30 or more team members. Create and review weekly schedules for Nurse Techs. Assess risk and safety for the elders in the community. Crisis management for any issues occurring on campus. Conduct face to face life plan meetings with families of elders. Ensure routine jobs are performed. Ensure positive public relations occur on a daily basis. Recruit new team members. Manage daily and monthly budgets and hours per rate per day. Inventory of items needed for culinary needs, and assist in budgeting for cost per day. Review and manage customer concerns and conduct investigations into concerns across campus. Implement procedures for the hiring, onboarding and engagement of team members.

### **Disaster Case Management Supervisor**

#### **Sarpy Disaster Recovery - Bellevue, NE November 2019 to July 2021**

Create and develop program operations. Develop forms and processes. Staff management Weekly supervisions. Assess cases on their need for assistance in disaster recovery. Homelessness prevention education. Create training for staff development. Provide Disaster Management training and education

### **Family Permanency Specialist Supervisor**

#### **Nebraska Families Collaborative - Omaha, NE August 2013 to November 2019**

Supervise up to 8 staff. Case management and oversight of over 120 families and cases. Assess risk and safety of family and home environment along with crisis intervention and management. Testify in court. Edit, approve and submit court reports, affidavits, data and assessments. Internal and External Collaboration with partner agencies, service providers, legal parties and law enforcement. Weekly case and employee consultation. Coach and provide leadership to staff and other employees. Complete reports, statistics and documentation to Director monthly

### **Family Permanency Specialist II**

#### **Nebraska Families Collaborative - Omaha, NE August 2011 to August 2013**

Collaboration with agencies to provide services for families. Assess risk and safety of family and home environment along with crisis intervention. Testify in court. Advocate for children and families. Mentor incoming employees. On Call Supervisor. Team Leader. Present information to the courts through documentation and verbal reports. Consistent communication with families and providers. Locate services available to families for continuation of care

### **Intensive Family Preservation Family Support Worker**

**Heartland Family Service - Omaha, NE August 2003 to January 2007**

Collaboration with Safety and Protection workers on family needs and assessment. Assess risk and safety of family and home environment along with crisis intervention. Collaborate with team therapists and clinical supervisors regarding treatment plans. Obtain resources for the family's needs. Supervised parent visitation. Maintain billing information and client databases. Testify in court. Advocate for children and families while teaching families, teens and children life skills and parenting skills.

### **Education**

**MA in Human Services/** Bellevue University 2012

**BA in Psychology/** Creighton University 2003

### **Skills**

• Disaster Recovery • Crisis Intervention • Case Management • Program Development • Behavioral Health

### **Additional Information Skills**

• Self-Motivated, determined, hardworking, committed, compassionate, outspoken, quality leader, people person, outstanding communication skills, team leader

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

11a.  
1/17/2023

COUNCIL MEETING DATE: 12/06/2022		SUBMITTED BY: Ashley Decker - HR 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:

# Compensation Ordinance

SYNOPSIS/BACKGROUND:

With the voter passage of Nebraska Initiative 433, and the need to post for our seasonal positions for upcoming winter break interviews, we are updating the ordinance to reflect the anticipated changes to Nebraska minimum wage as set in §48-1203.

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 NAME:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Approve the updated compensation ordinance to reflect the new minimum wage set in Nebraska by anticipated changes to 48-1203.

ATTACHMENTS:

1. Redlined Ordinance 9119	2. Measure 433	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

*A. B. Roblin*  
*[Signature]*  
*[Signature]*

ORDINANCE NO. ~~4110~~ 4114

AN ORDINANCE OF THE CITY OF BELLEVUE, NEBRASKA, CLASSIFYING THE EMPLOYEES OF THE CITY; FIXING THE RANGES OF COMPENSATION OF SUCH EMPLOYEES; PROVIDING A PAY RANGE SCHEDULE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM; REPEALING ORDINANCE NO. ~~41104097~~; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. The Mayor and Council do hereby find and adopt as classification of employees of the City of Bellevue and the ranges of compensation to be paid for such classification as follows:

A. Civilian Employees Association of Bellevue (Civilian Non-Management)

<u>Job Classification</u>	<u>Range</u>
As established in Contract	By Contract

B. Bellevue Professional Management Association (Management and Professional)

<u>Grade</u>	<u>Range</u>
As established in Contract	By Contract

<u>Appointed Officials</u>	<u>Range (monthly)</u>
City Administrator	By Contract
City Clerk	\$5,665 - \$8,164
Treasurer	\$305 - \$385

<u>Unclassified</u>	<u>Range (monthly)</u>
Ambulance Billing Account Manager	\$4,980 - \$6,684
Assistant City Attorney	\$ 6,848 - \$10,119
City Attorney	\$8,750 - \$11,364
Community Development Director	By Contract
Community Relations Media Coordinator	\$5,866 - \$7,925
Acctg, Reporting & Compliance Manager	\$6,458 - \$ 9,032
Deputy Director Parks & Rec	\$ 5,935 - \$ 8,642
Finance Director	\$7,942 - \$ 11,248
Fire Chief	\$8,304 - \$ 11,534
Human Resources Generalist	\$4,241 - \$ 6,488
Human Resources Director	\$7,108 - \$ 10,662
Manager of Engineering Services	\$7,353 - \$ 10,057
Library Director	\$7,190 - \$ 9,887
Planning Manager	\$6,315 - \$ 8,693
Police Chief	\$8,708 - \$12,012

Public Works Director	\$8,538 - \$11,813
Public Works Engineer II	\$6,238 - \$8,791
Risk Manager	\$5,562 - \$7,498

Section 2b.	<u>Unclassified</u>	<u>Range (hourly)</u>
	CATV Specialist	\$22.09 - \$30.38
	Executive Secretary	\$26.57 - \$36.69
	Emergency Medical Services Supervisor	\$40.16 - \$51.56
	Human Resources Assistant	\$22.60 - \$30.61
	Sr. HRIS/Payroll Specialist	\$23.90 - \$32.97

Section 2c. If the wages for the City Clerk and the employees listed in Section 2a, Section 2b and Section 5 are above the top step of the wage range for their position, their wage will be red-circled, or frozen, until the wage range catches up to them. Beginning October 1, 2022, in order to maintain competitive market pay, the wage ranges listed for City Clerk, Section 2a, Section 2b and Section 5 will be increased by 2% annually for the beginning and ending wage on October 1 of each year.

Section 3. Bellevue Police Officers Association

<u>Job Classification</u>	<u>Range (hourly)</u>
Police Officer	By Contract
Sergeant	By Contract

Section 4. Bellevue Police Command Staff Association

<u>Job Classification</u>	<u>Range (hourly)</u>
Police Captain	By Contract
Police Lieutenant	By Contract

Section 5. Fire Command

<u>Unclassified</u>	<u>Range (monthly)</u>
Assistant Fire Chief	\$8,041 - \$ 10,482

Section 5a. International Association of Firefighters Local 4906 (Fire Command Staff)

<u>Job Classification</u>	<u>Range</u>
Battalion Fire Chief	By Contract
Fire Captain	By Contract
Firefighters	By Contract

Section 6. Seasonal:

<u>Position</u>	<u>Hourly Range</u>
Swimming Supervisor	\$12.00 - \$16.75
Youth Baseball Supervisor	\$12.00 - \$16.75
Recreation Activities Supervisor	\$12.00 - \$16.75
Track Supervisor	\$12.00 - \$16.75
Tennis Supervisor	\$12.00 - \$16.75
Swimming Pool Managers	\$11.00 - \$13.00
Head Lifeguards	\$11.00 - \$12.00
Lifeguards	<del>\$10.50</del> - \$11.00
Concession Workers	<del>\$10.50</del> - \$11.00
Youth Baseball/Softball Umpires	<del>\$10.50</del> - \$13.00
Track Club Coaches	<del>\$10.50</del> - \$13.00
Parks Workers	<del>\$10.50</del> - \$14.00

Section 7. Part-Time Positions:

Part-Time Administrative Positions:

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
\$18.04	\$18.67	\$19.32	\$20.00	\$20.70	\$21.42

Unclassified Part-Time Positions

Range (hourly)

Part-Time Administrative Intern Position: ~~\$10.50~~ to \$12.00

Section 8. That Ordinance ~~41104097~~ is hereby repealed.

Section 9. That payments based upon the above schedules for employees made prior to the effective date of this Ordinance are hereby ratified.

Section 10. That this Ordinance shall be published in pamphlet form.

Section 11. That upon the effective date of this ordinance, all legislative format shall be removed and the Ordinance placed in proper format with the approved amendments.

Section 12. That the ordinance shall be in full force and effect and after its passage, approval and publication according to law.

PASSED AND APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Rusty Hike, Mayor

ATTEST:

\_\_\_\_\_  
Susan Kluthe, City Clerk

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

## Full Text of Proposed Measure 433

**OBJECT STATEMENT:** The object of this petition is to amend Nebraska's minimum wage law to increase the state minimum wage from nine dollars (\$9.00) per hour to ten dollars and fifty cents (\$10.50) per hour on January 1, 2023, to twelve dollars (\$12.00) per hour on January 1, 2024, to thirteen dollars and fifty cents (\$13.50) per hour on January 1, 2025, and to fifteen dollars (\$15.00) per hour on January 1, 2026, to be adjusted annually thereafter to account for increases in the cost of living.

---

### Proposed Text of Statutory Initiative Petition

(underscored language indicates added language, ~~strike through~~ indicates language being removed)

**TEXT: FOR AN ACT relating to the Wage and Hour Act; to amend sections 48-1203, Revised Statutes Cumulative Supplement, 2020; to change the minimum wage as prescribed; and to repeal the original section.**

Be it enacted by the people of the State of Nebraska,

Section 1. Section 48-1203, Revised Statutes Cumulative Supplement, 2020, is amended to read:

48-1203 (1) Except as otherwise provided in this section and section 48-1203.01, every employer shall pay to each of his or her employees a minimum wage of:

~~(a) Seven dollars and twenty five cents per hour through December 31, 2014;~~

~~(b) Eight dollars per hour on and after January 1, 2015, through December 31, 2015; and~~

~~(c) (a) Nine dollars per hour on and after January 1, 2016, through December 31, 2022;~~

~~(b) Ten dollars and fifty cents per hour on and after January 1, 2023 through December 31, 2023;~~

~~(c) Twelve dollars per hour on and after January 1, 2024, through December 31, 2024;~~

~~(d) Thirteen dollars and fifty cents per hour on and after January 1, 2025, through December 31, 2025; and~~

~~(e) Fifteen dollars per hour on and after January 1, 2026, through December 31, 2026.~~

(2) The minimum wage established in subdivision (1)(e) of this section shall be increased on January 1, 2027, and on January 1 of successive years, by the increase in the cost of living. The increase in the cost of living shall be measured by the percentage increase, if any, as of August of the previous year over the level as of August of the year preceding that year in the consumer price index for all urban consumers (CPI-U) for the Midwest Region, or its successor index, as published by the U.S. Department of Labor, or its successor agency, with the amount of the

minimum wage increase rounded up to the nearest multiple of five cents. No later than October 15 of each year, commencing October 15, 2026, the Nebraska Department of Labor shall calculate and publish the minimum wage rate that will take effect the following January 1.

(3) For persons compensated by way of gratuities such as waitresses, waiters, hotel bellhops, porters, and shoeshine persons, the employer shall pay wages at the minimum rate of two dollars and thirteen cents per hour, plus all gratuities given to them for services rendered. The sum of wages and gratuities received by each person compensated by way of gratuities shall equal or exceed the applicable minimum wage rate provided in subsection (1) or (2) of this section. In determining whether or not the individual is compensated by way of gratuities, the burden of proof shall be upon the employer.

(4) Any employer employing student-learners as part of a bona fide vocational training program shall pay such student-learners' wages at a rate of at least seventy-five percent of the minimum wage rate which would otherwise be applicable.

Section 2. Original section 48-1203, Revised Statutes Cumulative Supplement, 2020, is repealed.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

15a.  
1/17/2023

COUNCIL MEETING DATE: <b>January 17, 2023</b>		SUBMITTED BY: <b>Tammi Palm, Planning Manager</b>	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to declare as blighted and substandard Lots 7 and 8, Old Orchard Place. Applicant: Excel Development Group. General Location: 1012 Kasper Street.

SYNOPSIS/BACKGROUND:

Conor Menard, on behalf of Excel Development Group, is requesting approval of a blighted and substandard designation for Lots 7 and 8, Old Orchard Place. The lots listed are generally located near South 10th Street and Kasper Street and west of Fort Crook Road and approximately 11.3 acres in total. The property currently consists of a single-family residence built over 90 years ago, several utility buildings, and a horse barn. The applicant plans to develop approximately 18 senior duplexes consisting of 36 units of affordable senior housing.

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 NAME:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

1. <input type="text" value="Planning Commission Recommendation"/>	2. <input type="text" value="Staff Memo"/>	3. <input type="text" value="Resolution No. 2022-41"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



## **RESOLUTION 2022-41**

WHEREAS, certain contiguous real property currently legally described as:

Lots 7 and 8, Old Orchard Place; and

WHEREAS, the Nebraska Community Development Law (Sections 18-2103(3) and 18-2103(31) et seq., R.R.S. Neb.) (the "Act"), provides for Community Development Agencies to declare areas as substandard and blighted, and in need of redevelopment; and

WHEREAS, the Redevelopment Area is a combination of vacant and underdeveloped, and underutilized land originally platted in 1888 which exhibits blighted and substandard conditions, as such terms and conditions are defined in and contemplated by the Act including, without limitation:

- (i) Conditions that are detrimental to the public health, safety, morals, and welfare of the community;
- (ii) Conditions that impair the sound growth of the community;
- (iii) The presence of four deteriorated structures;
- (iv) Average age of commercial structures more than 40 years; and

WHEREAS, these designations will provide for financing alternatives by the redevelopment authority for community purposes.

NOW, THEREFORE, be it resolved by the City Council for the City of Bellevue as follows:

1. That the City Council of the City of Bellevue finds it is in the best interest of the City of Bellevue, its residents and taxpayers that this Council should, and hereby does, find and declare and reaffirm that the Redevelopment Area is blighted and substandard and in need of development as such terms and conditions are defined in and contemplated by the Nebraska Community Development Law.

2. That the officers, employees and agents of the City are authorized and directed to undertake all lawful acts as shall be necessary or appropriate to implement this Resolution.

PASSED AND ADOPTED THIS 17th day of January 2023.

\_\_\_\_\_  
Rusty Hike, Mayor

\_\_\_\_\_  
Susan Kluthe, City Clerk

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Excel Development Group

CASE #: ECD-59

CITY COUNCIL HEARING DATE: January 17, 2023

REQUEST: to declare blighted and substandard Lots 7 and 8, Old Orchard Place located in the Southeast ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

On December 15, 2022, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

**APPROVAL** based upon analysis that Lots 7 and 8, Old Orchard Place, meet the statutory requirements of blighted and substandard.

**VOTE:**

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

Planning Commission Hearing (s) was held on: December 15, 2022



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

## MEMORANDUM

TO: City Council Members  
Mayor Rusty Hike  
City Administrator Jim Ristow

From: Angela Curry, Assistant Planning Manager

Date: January 17, 2023

Subject: Blighted and Substandard Designation – Lots 7 and 8, Old Orchard Place

Conor Menard, on behalf of Excel Development Group, is requesting Lots 7 and 8, Old Orchard Place, be designated as blighted and substandard. The applicant's analysis is attached. The lots listed are located near South 10<sup>th</sup> Street and Kasper Street and west of Fort Crook Road. Please refer to the attached map, where the property is outlined in blue.

The area requested to be designated as blighted and substandard is approximately 11.3 acres in total and consists of the following: Three wood utility sheds (12 foot by 8 foot, 15 foot by 36 foot, and 21 foot by 42 foot), one 1,230 square foot horse barn, and a single-family two-story home built in 1928. All of these structures are more than 40 years old and in deteriorated condition.

There is an existing cell tower in the northwest corner of the property. The applicant is proposing to replat that section of the property and the owner will retain the existing cell tower.

The applicant plans to develop approximately 18 senior duplexes consisting of 36 units of affordable senior housing. This development will be referred to as Cardinal Commons I. Cardinal Commons I will be the first of a two-phase development. Excel anticipates the total cost of development at approximately \$11,666,132.

Part of the funding for this project is a \$2,000,000 Community Development Block Grant-Disaster Recovery (CDBG-DR), received in direct relation to the 2019 flood. Excel states

this funding will be used to bring much-needed affordable housing to the City of Bellevue for those displaced by the flood.

Section 18-2103 of Nebraska State Statutes provides the following definitions of "substandard" and "blighted" which must be met for the City Council to approve a resolution designating an area as blighted and substandard:

(3) Blighted area means an area, which (a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and (b) in which there is at least one of the following conditions: (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred percent of the village as blighted.

(31) Substandard area means an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare.

In order for the City Council to declare an area as blighted and substandard, the property must meet the statutory criteria outlined above. The authority of the City in making such a determination "shall be liberally construed" as stated in Section 18-2143 of the State Statutes.

The area requested to be blighted and substandard is currently underdeveloped and underutilized land originally platted in 1888. The single-family residence on this property

was constructed 94 years ago. Some of the existing buildings are in disrepair and suffering deterioration. Additionally, the following conditions exist in the area:

The blighted property has a defective or inadequate street layout, faulty lot layout in relation to size, accessibility, usefulness, unsanitary or unsafe conditions, deterioration of site or other improvements, improper subdivision or obsolete platting, and the existence of conditions that endanger life or property by fire and other causes which substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use. The average age of the residential units or commercial units is over 40 years. Therefore, it is blighted under the Community Development Law.

The large areas of dense vegetation in the Blighted Property, the lack of sanitary sewer and a public water supply, and the lack of sidewalks along Kasper Street impose inherent risks to the public health, safety, and welfare because of fire, vandalism, trespass and habitation by transients, vermin, nuisance, and traffic safety which endangered life or property by fire and other causes, and are conducive to ill health, the transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and are detrimental to the public health, safety, morals, or welfare. Therefore, it is substandard under the Community Development Law.

Based upon the above analysis, the Planning Department feels the area stated above meets the statutory requirements of blighted and substandard.

**PLANNING DEPARTMENT RECOMMENDATION:**

The Planning Department recommends approval of this designation based upon the above analysis that Lots 7 and 8, Old Orchard Place, meet the statutory requirements of blighted and substandard.

**PLANNING COMMISSION RECOMMENDATION:**

The Planning Commission recommends approval of this designation based upon the analysis that Lots 7 and 8, Old Orchard Place, meet the statutory requirements of blighted and substandard.

**BLIGHTED AND SUBSTANDARD DESIGNATION REQUEST  
FOR  
CARDINAL COMMONS I  
LOTS 7 AND 8, OLD ORCHARD PLACE ADDITION  
BELLEVUE, NEBRASKA**

**SUBMITTED: November 9, 2022**

**Submitted by:**

Applicant: Excel Development Group  
8551 Lexington Avenue  
Lincoln, NE 68505

Attorney for Applicant: Michael D. Matejka  
Woods Aitken LLP  
10250 Regency Circle Suite 525  
Omaha, NE 68114  
402-898-7409  
[mmatejka@woodsaitken.com](mailto:mmatejka@woodsaitken.com)

**RECEIVED  
DEC 02 2022  
PLANNING DEPT.**

## **Introduction:**

Excel Development Group (Excel) has a contract with the owner to purchase Lots 7 and 8, Old Orchard Place Addition, located at Kasper Street and South 13th Street in Bellevue, Nebraska (the "Blighted Property"). Excel plans to develop on the Blighted Property approximately 18 senior duplexes consisting of 36 units of affordable senior housing which will be referred to as Cardinal Commons I. Excel anticipates the total project costs for Cardinal Commons I at approximately \$11,666,132. Cardinal Commons I will be the first of a two-phase development. This proposed development would provide affordable housing needed by the City of Bellevue and create needed density to this area of the City.

This project is in direct response to the devastating flooding that happened in 2019. Part of the funding source for Cardinal Commons I is a \$2 million of Community Development Block Grant – Disaster Recovery (CDBG-DR) that's in response to the flooding. The City of Bellevue was one of the hardest hit areas from the record breaking 2019 floods. The Cardinal Commons I project will bring much needed affordable housing to the City of Bellevue, will benefit low- to moderate-income persons, and will increase community resiliency in the face of future natural disasters by adding affordable housing in non-flood zone areas of Bellevue.

## **Blighted and Substandard Under the Community Development Law:**

Pursuant to the Community Development Law, a blighted area means an area (a) which, "by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use," and (b) when it also meets at least one of the following additional conditions:

- "(i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average;
- (ii) the average age of the residential or commercial units in the area is at least forty years;
- (iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time;
- (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or
- (v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not

designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred percent of the village as blighted. A redevelopment project involving a formerly used defense site as authorized under section 18-2123.01 and any area declared to be an extremely blighted area under section 18-2101.02 shall not count towards the percentage limitations contained in this subdivision." Neb. Rev. Stat. § 18-2103(3).

A substandard area means an area "in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare." Neb. Rev. Stat. § 18-2103(31).

### **The Blighted and Substandard Area:**

Excel requests the designation of blighted and substandard on approximately 11 acres legally described as Lots 7 and 8 of Old Orchard Place Addition, in Bellevue, Nebraska. The Blighted Property is shown on Exhibit "A" attached hereto.

Old Orchard Place was originally platted in 1888. The platted lot layout is faulty in relation to size, accessibility, and usefulness. The long east/west configuration of the lots results in long narrow lots which are not useful and makes access to the east half of Lot 7 extremely difficult. The lot layout and platting substantially impairs or arrests the sound growth of the community, and retards the provision of housing accommodations and is detrimental to public safety.

The Blighted Property is undeveloped land with a single-family residence that is 94 years old. The Blighted Property also has a horse barn, pole barn, and tool shed. All of these structures are more than 40 years old and are in a deteriorated condition. The house has asbestos containing material which will need to properly abated before the house can be demolished. The deteriorated condition of the buildings create the opportunity for trespass and habitation by transients, and other illegal activities as well as creating conditions that can harbor vermin and noxious weeds. This creates insanitary or unsafe conditions. The existence of these conditions also endangers life and property by fire and other causes. There is a cell tower and related equipment in the northwest corner of the Blighted Property which will not be affected by this project.

Large portions of the Blighted Property are covered with dense trees and vegetation. These dense trees and vegetation create the opportunity for illegal dumping, trespass and habitation by transients, and other illegal activities as well as creating conditions that can harbor vermin and noxious weeds. This creates insanitary or unsafe conditions. The existence of these conditions endangers life and property by fire and other causes.

The Blighted Property does not have adequate drainage of storm water or access to a public water system or sanitary sewer. The storm water drains on to neighboring properties rather than into the storm

water system. These conditions are detrimental to the public health and safety and cause deterioration of the Blighted Property and the neighboring properties.

The lack of sidewalks on the Blighted Property along Kasper Street creates safety problems for pedestrians and bicyclists, especially students commuting to Bellevue West High School., and is detrimental to public safety.

## **Conclusion:**

**Blighted Designation.** The Blighted Property has a substantial number of deteriorated or deteriorating structures, defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements improper subdivision or obsolete platting, and the existence of conditions such as the dense vegetation, lack of sanitary sewer and a public water supply, and lack of sidewalks along Kasper Street which endanger life or property by fire and other causes, which substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use. The average age of the residential or commercial units is over 40 years. Therefore, it is blighted under the Community Development Law.

**Substandard Designation.** The Blighted Property's predominance of dilapidated and deteriorated buildings, the presence of asbestos containing materials, the large areas of dense vegetation, lack of sanitary sewer and a public water supply, and the lack of sidewalks along Kasper Street, imposes inherent risks to the public health, safety and welfare because of fire, vandalism, vermin, nuisance, and traffic safety which endanger life or property by fire and other causes, and are conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and are detrimental to the public health, safety, morals, or welfare. Therefore, it is substandard under the Community Development Law.

Based upon the foregoing, the Blighted Property is blighted and substandard under the Community Development Law. Therefore, we respectfully request that the City of Bellevue designate the Blighted Property as blighted and substandard in accordance with the Community Development Law.

Sincerely,



Michael Matejka

EXHIBIT "A"  
BLIGHTED AND SUBSTANDARD AREA



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16a.  
1/17/2023

COUNCIL MEETING DATE: 01/17/23		SUBMITTED BY: Parks Department	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Agreement between 4SA and the City of Bellevue for use of Aspen Park ballfields

SYNOPSIS/BACKGROUND:

4SA desires to utilize the Aspen Park ballfields beginning on March 20, 2023 and ending on July 21, 2023, pursuant to the terms of the agreement. 4SA will be allowed to utilize the ballfields and each party will maintain the property as further outlined in the agreement. 4SA utilized the ballfields in the same manner pursuant to a similar agreement last summer 2022 and it was a successful arrangement.

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 NAME:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the Mayor to sign the agreement between 4SA and the City of Bellevue.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_



**AGREEMENT**  
**4SA**  
**&**  
**CITY OF BELLEVUE, NEBRASKA**

---

THIS AGREEMENT ("Agreement") is made this 3rd day of January, 2023 (the "Effective Date"), by and between the City of Bellevue, Nebraska, a political subdivision and a city of the first class of the State of Nebraska (the "City"), and the 4SA located at 1200 S. Portal Road in LaVista, Sarpy County, Nebraska. For the purposes of this Agreement, the City and 4SA may individually be referred to as a "Party" and may collectively be referred to as the "Parties".

WHEREAS, 4SA desires to utilize the Aspen Park ballfields (Parcel 011246200), owned by the City (by reference, the "Park"), for baseball and softball games and practices, and for permitted use of the Park beginning March 20, 2023 and ending July 21, 2023, inclusive; and

WHEREAS, the normal field usage fee the City charges is forty-dollars (\$40.00) per field which includes a drag and line one time per day. This usage fee can be reduced if the organization provides an in-kind service to the City such as improvements, pre-game and post-game upkeep or contributions for site improvements; and

WHEREAS, the City desires to allow 4SA to use the Park between March 20, 2023 and July 21, 2023 and reduce the usage fee. In exchange for said reduction in fees 4SA agrees to provide in-kind service to the City as further outlined herein.

NOW, THEREFORE, the Parties agree as follows:

1. Term. The term of this Agreement shall be from March 20, 2023 and shall expire on July 21, 2023 (hereinafter "Term").
2. Property. The Property which is the subject of this agreement are the ballfields located on Parcel 011246200, generally known as Aspen Park (the "Property").
3. Trade Fixtures (If applicable). All alterations, additions and improvements (and expressly including all light fixtures and floor coverings), except trade fixtures, appliances and equipment which do not become a part of the Premises, shall immediately become the property of the City of Bellevue without any obligation to pay therefor.
4. Permit. 4SA shall make the appropriate application for a permit to use the Park (the "Application"). The Application shall be for March 20, 2023, through July 21, 2023 (the "Term"). 4SA shall have the right to use the Park only during the Term, and for all other times beyond the Term as the City shall operate and allow use of the Park in due and ordinary course. The City shall grant the Application during the term of

this Agreement provided that 4SA complies with the terms and conditions of the Application, this Agreement, and all other federal, state, and local laws, regulations, and ordinances.

5. 4SA Responsibilities. 4SA shall be responsible for all repairs, replacements, maintenance and cleaning of the Park during the Term, for any purpose including but not limited to marketing the field at its sole expense. All repair work shall be done in a good and workmanlike manner. 4SA shall keep the Park and adjoining parking lots free and clear of all trash, rubbish, debris and other materials, the presence or accumulation of which may constitute a nuisance under the laws of the City of Bellevue. The City shall not be responsible at any time for maintaining, repairing, or restoring any part of 4SA's trade fixtures. 4SA shall be responsible for all costs associated with providing electricity to the Park during the Term. 4SA shall be responsible for their own drag and line during their practices.

4SA shall pay a one-time usage fee of \$1,200.00 which is due and payable to the City of Bellevue no later than March 1, 2023. The payment may be submitted to the City Clerk at 1500 Wall Street, Bellevue, NE 68005. The parties recognize that the normal field usage fee the City charges is forty-dollars (\$40.00) per field which includes a drag and line one time per day. This usage fee can be reduced if the organization provides an in-kind service to the City such as improvements (which could include the installation of fencing or other improvement(s)), pre-game and post-game upkeep or contributions for site improvements; and

6. City Responsibilities. The City shall be responsible for turf, mowing, fertilization, general maintenance of ballfields and other vegetation maintenance at the Park at all times during the term of this Agreement. The City will drag and line the ballfields 1 time per day for games.

The City agrees, weather permitting, that the infields on the ballfields will be ready for play by April 3, 2023.

7. Insurance. 4SA shall at its sole cost and expense obtain comprehensive general liability insurance and comprehensive automotive liability insurance in the following amounts and shall maintain such insurance during the term of this Agreement:
  - a. General Liability Bodily Injury: \$2,000,000.00 (including completed acts per occurrence and products liability), \$2,000,000.00 annual aggregate;
  - b. General Liability Property Damage: \$2,000,000.00 (including explosion, per occurrence collapse, and underground, coverage if applicable), \$2,000,000.00 annual aggregate;
  - c. Automotive Liability Bodily Injury: \$2,000,000.00 per person, \$2,000,000.00 per occurrence; and
  - d. Automotive Liability Property Damage: \$2,000,000.00 per occurrence.

4SA shall name the City as an additional insured on any and all policies of insurance obtained pursuant to this Agreement. 4SA shall submit certificates of insurance to the City prior to the commencement of any Improvements on the Park.

8. Indemnity. 4SA agrees to indemnify and defend City from any loss, cost or expense claimed by 4SA or any third parties, including but not limited to 4SA volunteers, employees, and participants, in connection with the use, operation, and maintenance of the Park and the Improvements. To the maximum extent permitted by law, 4SA, on behalf of 4SA and all of 4SA's heirs, executors and assigns, 4SA hereby waives any right, remedy or recourse that 4SA may have now, or in the future, against the City its employees and agents, as a result of any act, error or omission of the City, including those of its agents and employees, including any claim for any loss or damage to 4SA's property or other property placed or located on the Park as a result of any such act, error or omission made in furtherance of any right or authority reserved by the City in this paragraph or elsewhere in this agreement or any damage that may result as a result of any nature disaster. Without limitation to the foregoing, and to the maximum extent permitted by law, 4SA shall hold the City (including any employee, contractor or agent of the City) harmless from and against any claim, liability, loss or damage of any nature whatsoever, including but not limited to whether related to an existing condition of Park, 4SA's use or occupancy of Park, any such claim, damages or liability that may arise or result from any lawful or unlawful entry upon Park and any claim that may arise or result from, out of or in connection with any default under, or breach of, any covenant, term or condition of this agreement.
9. Termination. This Agreement may be terminated by the City with notice upon 4SA's failure to comply with the terms and conditions of this Agreement, the Application, or any other federal, state, or local laws, regulations, or ordinances. Within ten (10) days of the termination of this Agreement, 4SA shall remove all trade fixtures and cease use of the Property.
10. No Partnership, Joint Venture. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture as between the City and 4SA, or between the City and any other party. The City shall not be liable for the debts or obligations of 4SA or for any other party.
11. Partial Invalidity. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
12. Notice. Whenever notice is required to be given by the City under this Agreement, it will be deemed sufficient if (i) sent by regular U.S. mail or email to 4SA at the

address of: 1200 S. Portal Road, LaVista, Nebraska 68128,  
[4seamsacadmy.dan@gmail.com](mailto:4seamsacadmy.dan@gmail.com).

Notice required to be given by 4SA under this Agreement shall be deemed sufficient if mailed by regular U.S. mail or hand-delivered to the City in care of the City Clerk at the Bellevue City Hall, 1500 Wall Street, Bellevue, Nebraska, 68005.

13. Amendments. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall not be effective or binding on any party until fully executed by both parties hereto.
14. Force Majeure. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which events and/or circumstances are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, provided that the parties stipulate that Force Majeure shall not include the novel coronavirus Covid-19 pandemic which is ongoing as of the date of the execution of this agreement. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in the market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.
15. Choice of Law. This Agreement shall be governed by the laws of the State of Nebraska.

DATED this 3rd day of January, 2023.

CITY OF BELLEVUE, a municipal  
Corporation.

By: \_\_\_\_\_  
Mayor, Rusty Hike

Attest:

\_\_\_\_\_  
City Clerk

4SA,

  
\_\_\_\_\_

4SA REPRESENTATIVE

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16b.  
1/17/2023

COUNCIL MEETING DATE: 1/17/2023		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:

Leo A Daly commissioning for Bellevue Library renovation and addition.

SYNOPSIS/BACKGROUND:

The City counsel approved on 9/6/2022 the agreement with Leo A Daly for the design work to renovate the Bellevue Professional building located at 2206 Longo Dr. This amendment to the professional services agreement as outlined in exhibit attached.

FISCAL IMPACT: \$10,749.00 BUDGETED FUNDS: Yes GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: Leo A Daly INTERLOCAL AGREEMENT: No

CONTRACT DESCRIPTION: Commissioning

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Library Renovation Project

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

CIP PROJECT NAME: Library Renovation Project CIP PROJECT NAME: CIP L1 23 (01)

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

ACCOUNTING DISTRUBUTION CODE: 7030 ACCOUNT NUMBER: 10-40-7030

RECOMMENDATION:

Approve and authorize Mayor to sign amendment to the professional services agreement with Leo A Daly for the commissioning work for the Bellevue Professional Building located at 2206 Longo Dr.

ATTACHMENTS:

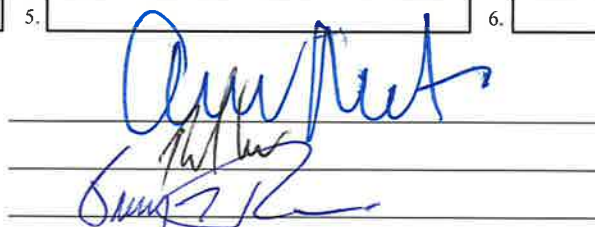
- Exhibit -AIA document
- 
- 
- 
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





# AIA Document G802™ – 2017

## Amendment to the Professional Services Agreement

**PROJECT:** *(name and address)*  
Bellevue Library Renovation and  
Addition  
2206 Longo Drive  
Bellevue, NE 68005

**AGREEMENT INFORMATION:**  
Date: August 25, 2022

**AMENDMENT INFORMATION:**  
Amendment Number: 001

Date: December 22, 2022

**OWNER:** *(name and address)*  
City of Bellevue  
1510 Wall Street  
Bellevue, NE 68005

**ARCHITECT:** *(name and address)*  
Leo A Daly Company  
8600 Indian Hills Drive  
Omaha, NE 68114

The Owner and Architect amend the Agreement as follows:

Amend Article 1.1.2 to insert, "Additionally an approximately 800 SF addition will replace the existing storefront vestibule. The addition consists of 400 SF on Level 1 for the library and 400 SF on Level 2 for tenant lease space," before last sentence of first paragraph.

Amend Article 1.1.3 to revise Total Project Cost budget to, "\$4,500,000" in lieu of, "\$4,000,000"

Amend Article 1.1.5 to strike second and third sentence.

Amend Article 4.1.2.1.10 to "Commissioning: See Exhibit D - Leo A Daly Commissioning Proposal, Revised 12/22/22."

The Architect's compensation and schedule shall be adjusted as follows:

**Compensation Adjustment:**

Amend Article 11.2.1 to, "Commissioning Lighting Controls Only: Lump sum of Twelve Thousand Seventy Dollars (\$12,070.00), plus reimbursable expenses not to exceed Two Hundred Dollars (\$200.00). Commissioning of mechanical systems is not required unless replacement of existing building HVAC equipment (heat pumps, boiler and/or chiller) which are near the end of their useful life, becomes necessary for the library system to operate.

Commissioning Mechanical Systems Only (if required): Lump sum of Sixteen Thousand One Hundred Thirty (\$16,130.00), plus reimbursable expenses not to exceed One Hundred Dollars (\$100.00). Commissioning of Mechanical Systems shall not commence without Owner authorization."

Amend Article 11.3 to include,

11.3.1 Change in Initial Information - South Addition and Selection of Mechanical Equipment: In accordance with Article 4.2.1.1, the schedule for the Architect's services and the Architect's compensation shall be adjusted.

- Per email correspondence dated November 30, 2022, Owner requested design of infill of existing south exterior building niche and construction to be completed in a single phase. Design of south addition includes services for architecture, interior design, structural, mechanical and electrical and one (1) additional field observation visit for structural engineer.

- Existing HVAC systems are not of sufficient size to serve new 6,000SF addition. Selection of new Ventilation Air Unit and 3 heat pumps is required.

Fixed lump sum of Ten Thousand Seven Hundred Forty-Nine and no/100 Dollars (\$10,749.00). This additional fee includes a credit for design services related to the elimination of phased construction.

**Schedule Adjustment:**

NA

**SIGNATURES:**


**LEO A DALY**

**ARCHITECT (Firm)**

**City of Bellevue**

**OWNER (Firm name)**

**SIGNATURE**

  
Nancy M. Melby  
Vice President, Director of  
Operations

Nancy Melby  
2022.12.22 10:55:00-06'00'

**SIGNATURE**

**PRINTED NAME AND TITLE**

**PRINTED NAME AND TITLE**

**12/22/2022**

**DATE**

**DATE**



PLANNING  
 ARCHITECTURE  
 ENGINEERING  
 INTERIORS

ABU DHABI  
 ATLANTA  
 AUSTIN  
 CHICAGO  
 CONROE  
 COLLEGE STATION  
 CORPUS CHRISTI  
 DALLAS  
 DAMMAM  
 DOHA  
 FORT WORTH  
 FRISCO  
 HOUSTON  
 LANSING  
 LAS VEGAS  
 LOS ANGELES  
 MIAMI  
 MINNEAPOLIS  
 OMAHA  
 ORANGE  
 SAN ANTONIO  
 SAN JOSE  
 SAN MARCOS  
 WACO  
 WASHINGTON DC  
 WEST PALM BEACH

**EXHIBIT D – COMMISSIONING SCOPE OF SERVICES, REVISED 12/22/22**

The Architect will provide building commissioning services for the project as outlined below. This scope of work is intended to satisfy the minimum requirements of the 2018 International Energy Code. The commissioning services for this project include three phases defined as the Design Phase, the Construction/Testing Phase and the Occupancy/Operations Phase.

The Design Phase will include:

- Developing commissioning specifications

The Construction/Testing Phase will include:

- Generating a commissioning plan
- Conducting an onsite commissioning kick-off meeting
- Performing two site visits in conjunction with commissioning meetings
- Developing functional performance test procedures
- Witnessing and documenting the functional performance tests\*\* (1 day on site total)
- Generating corrective issue reports

\*\*Retesting of functional performance tests that fail on the first attempt and result in an additional trip are not included in the scope and shall be performed as additional services. Architect recommends Owner institute a system whereby labor and expenses associated with any required retesting is at the expense of the Installing Contractor as appropriate.

The Occupancy/Operations Phase will include:

- Witnessing seasonal testing as required (if required)
- Creating the final commissioning report

**COMMISSIONED SYSTEMS**

The following is a list of proposed systems and their respective components to be commissioned:

- Electrical Systems
  - Lighting controls

**DELIVERABLES**

As the Commissioning Authority Architect will provide the following deliverables per phase:

**Design Phase**

- Commissioning Specifications
- Commissioning Plan

**Construction/Testing Phase**

- Completed functional performance tests
- Issues Logs as applicable
- Updated commissioning plan

**Occupancy/Operations Phase**

- Final commissioning report

**CLARIFICATIONS:**

The new mechanical and plumbing equipment on the project is not anticipated to reach the capacity thresholds as defined in the 2018 IECC to require commissioning. If the new mechanical equipment capacity exceeds these limits, then mechanical commissioning will be required. The 2018 IECC mechanical equipment capacity limits are as follows:

- 480,000 btu/h cooling capacity
- 600,000 Btu/h combined service water-heating (domestic hot water) and space-heating capacity

**RETESTING**

As described any required retesting due to the failure of a functional performance test on the first attempt resulting in additional trips is not included in the scope/fee and will be additional services per the hourly rate schedule.

**SCHEDULE**

These services will commence upon execution of the G802 Agreement and will be completed within six weeks after the Certificate of Occupancy is granted and all final punch list items have been addressed. Exceptions to this schedule are those items requiring seasonal testing.







**EXISTING NICHE**



**EXISTING NICHE, ELIMINATE VESTIBULE DOOR**



**NICHE WITH SCREEN WALL**



**ENCLOSED NICHE CONCEPT**

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16c.  
1/17/2023

COUNCIL MEETING DATE: 1/17/2023		SUBMITTED BY: Doug Clark	
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**

SYNOPSIS/BACKGROUND:

HGM Associates Inc to provide basic architectural, civil, mechanical and electrical engineering services including preliminary design for a remodel of the existing odorant building for the streets department north shop located at 8252 Cedar Island Rd.

FISCAL IMPACT: \$26,000.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes	COUNTER-PARTY: HGM	INTERLOCAL AGREEMENT:
CONTRACT DESCRIPTION: Bellevue Streets building renovation		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME:		
START DATE:	END DATE:	PAYMENT DATE:
INSURANCE REQUIRED:		
CIP PROJECT NAME: Facilites	CIP PROJECT NAME:	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S): 10-15-7030	
ACCOUNTING DISTRUBUTION CODE: 7030	ACCOUNT NUMBER: ST 23 (09)	

RECOMMENDATION:

Approve and authorize the Mayor to sign the agreement with HGM for renovation design to the north shop.

ATTACHMENTS:

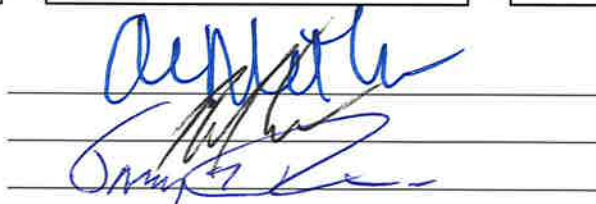
- |           |                                 |                                   |
|-----------|---------------------------------|-----------------------------------|
| 1. Letter | 2. Exhibit A (scope of service) | 3. Exhibit B (general provisions) |
| 4.        | 5.                              | 6.                                |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





January 3, 2023

**Doug Clark**  
**City of Bellevue, Nebraska**  
1510 Wall Street  
Bellevue, NE 68005

Subject: Bellevue Streets Building Renovation  
Bellevue, Nebraska  
HGM Proposal No. 000723-005

Dear Doug:

On behalf of HGM ASSOCIATES INC. (HGM) we are pleased to submit this letter form agreement for engineering and architectural and 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 Services including Preliminary Design. These services are more specifically defined in the attached Scope of Services, Exhibit A. We will also provide Additional Services upon your request and receipt of your written authorization.

HGM and ETI will provide these Basic Architectural, Civil, Mechanical and Electrical Engineering services for a remodel of the existing Odorant Building for a lump sum amount of \$26,000. 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.

We anticipate that we will be able to begin work on this project within (3) calendar days of receiving your authorization to proceed in the form of your acceptance of this agreement. We estimate that a Preliminary Design to review can then be completed by February 23, 2023, assuming authorization to proceed before January 19, 2023. If at any time we are delayed in the performance of these services, we will notify you immediately.

**Doug Clark**  
**City of Bellevue, Nebraska**  
January 3, 2023

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 or fax it in its entirety to HGM.** We sincerely appreciate the opportunity to work with you.

Yours very truly,  
HGM ASSOCIATES INC. - CONSULTANT



Ryan D. TerSteeg, AIA  
Project Manager



Terrence L. Smith, P.E.  
President

Acceptance of Proposal:

CITY OF BELLEVUE, NEBRASKA - CLIENT

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date of Acceptance

## SCOPE OF SERVICES

## EXHIBIT A

This is an exhibit attached to and made part of the letter agreement dated January 3, 2023, between: CITY OF BELLEVUE, NEBRASKA (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT).

Project Description: Bellevue Streets Building Renovation

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

**I. TOPOGRAPHIC SURVEYING**

- A. One-Call Utility Locates.
- B. Perform a Topographic Survey of the site.
- C. Download field survey into AutoCAD.

**Deliverables:**

- Topographic Survey of Site.

**II. 60% PRELIMINARY DESIGN**

- A. Meet with Client to develop the Space Program provided by Client, indicating the Client's space needs and space adjacencies for the new building (Example: 5 offices at 150 Square Foot each, needs to be close to the conference room).
- B. Field measure existing building.
- C. Develop Preliminary Floor Plans and Exterior Elevations for Client Review. HGM will provide up to (2) initial preliminary plan options. If additional plan options are requested by the Client, these will be billed as an Additional Service on an hourly basis.
- D. Develop Preliminary Site Plans showing location of building, drives, sidewalks and parking.
- E. Develop a preliminary mechanical, electrical, and plumbing systems narrative for client review.
- F. HGM will evaluate applicable zoning and building codes.
- G. Develop Preliminary Opinion of Probable Cost for the Project.
- H. Meet with Client to review Floor Plan and Exterior Elevations developed by HGM. (1) 60% Preliminary review meeting is included with this proposal. Additional review meetings will be billed as an Additional Service on an hourly basis.

**Deliverables:**

- 60% Preliminary Floor Plan and exterior Elevations.
- 60% Preliminary Site Plan showing location of building and parking.
- 60% Preliminary MEP narrative describing mechanical, electrical, and plumbing systems.
- 60% Preliminary Opinion of Probable Cost.

**III. FINAL PRELIMINARY DESIGN**

- A. Further develop Client selected 60% Preliminary Floor Plans and Exterior Elevations based on feedback received at 60% review meeting. If additional plan options are requested by the Client, these will be billed as an Additional Service on an hourly basis.

- B. Update Preliminary Site Plans showing location of building, drives, sidewalks and parking based on feedback received at 60% review meeting.
- C. Further Develop a preliminary mechanical, electrical, and plumbing systems narrative based on feedback received at 60% review meeting.
- D. Update Preliminary Opinion of Probable Cost for the Project.
- E. Meet with Client to review Final Preliminary Floor Plans and Exterior Elevations developed by HGM. (1) Final Preliminary Plan review meeting is included with this proposal. Additional review meetings will be billed as an Additional Service on an hourly basis.

**Deliverables:**

- Final Preliminary Floor Plan and exterior Elevations for Client to develop into Construction Documents.
- Final Preliminary Site Plan showing location of building and parking.
- Final Preliminary MEP narrative describing mechanical, electrical, and plumbing systems.
- Final Preliminary Opinion of Probable Cost.

IV. CONSTRUCTION DOCUMENTS

- A. Can be added as an Additional Service.

V. BIDDING OR NEGOTIATION

- A. Can be added as an Additional Service.

VI. CONSTRUCTION ADMINISTRATION

- A. Can be added as an Additional Service.

CLIENT'S RESPONSIBILITIES:

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

- A. Access to site and throughout facility.
- B. Use of existing available drawings and record information.
- C. Contact person to coordinate the design.

## GENERAL PROVISION

## EXHIBIT B

This is an exhibit attached to and made part of the letter agreement dated January 3, 2023, between: CITY OF BELLEVUE, NEBRASKA (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT). The General Provisions agreed to by CONSULTANT and CLIENT are as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

## GENERAL PROVISIONS

## EXHIBIT B

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

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

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

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

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

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

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

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

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16d.  
1/17/2023

COUNCIL MEETING DATE: 1/17/2023		SUBMITTED BY: Doug Clark - Public works director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

**Right of entry agreement with OPPD**

SYNOPSIS/BACKGROUND:

An OPPD contractor (Terracon) will be on the property with a small boring truck boring a 4"X60' hole on the area highlighted by a yellow pin on the attached map, for a soil boring. Only one boring is needed on the City property.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="text"/>	COUNTER-PARTY: <input type="text"/>	INTERLOCAL AGREEMENT: <input type="text"/>
CONTRACT DESCRIPTION: <input type="text"/>		
CONTRACT EFFECTIVE DATE: <input type="text"/>	CONTRACT TERM: <input type="text"/>	CONTRACT END DATE: <input type="text"/>
PROJECT NAME: <input type="text"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
INSURANCE REQUIRED: <input type="text"/>		
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NAME: <input type="text"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRIBUTION CODE: <input type="text"/>	ACCOUNT NUMBER: <input type="text"/>	

RECOMMENDATION:

Approve and authorize the Mayor to sign the agreement with OPPD to be able to enter City property.

ATTACHMENTS:

- |  |   |                         |
|--|---|-------------------------|
| 1. <input type="text" value="Right of entry agreement"/> | 2. <input type="text" value="map of location"/> | 3. <input type="text"/> |
| 4. <input type="text"/>                                  | 5. <input type="text"/>                         | 6. <input type="text"/> |

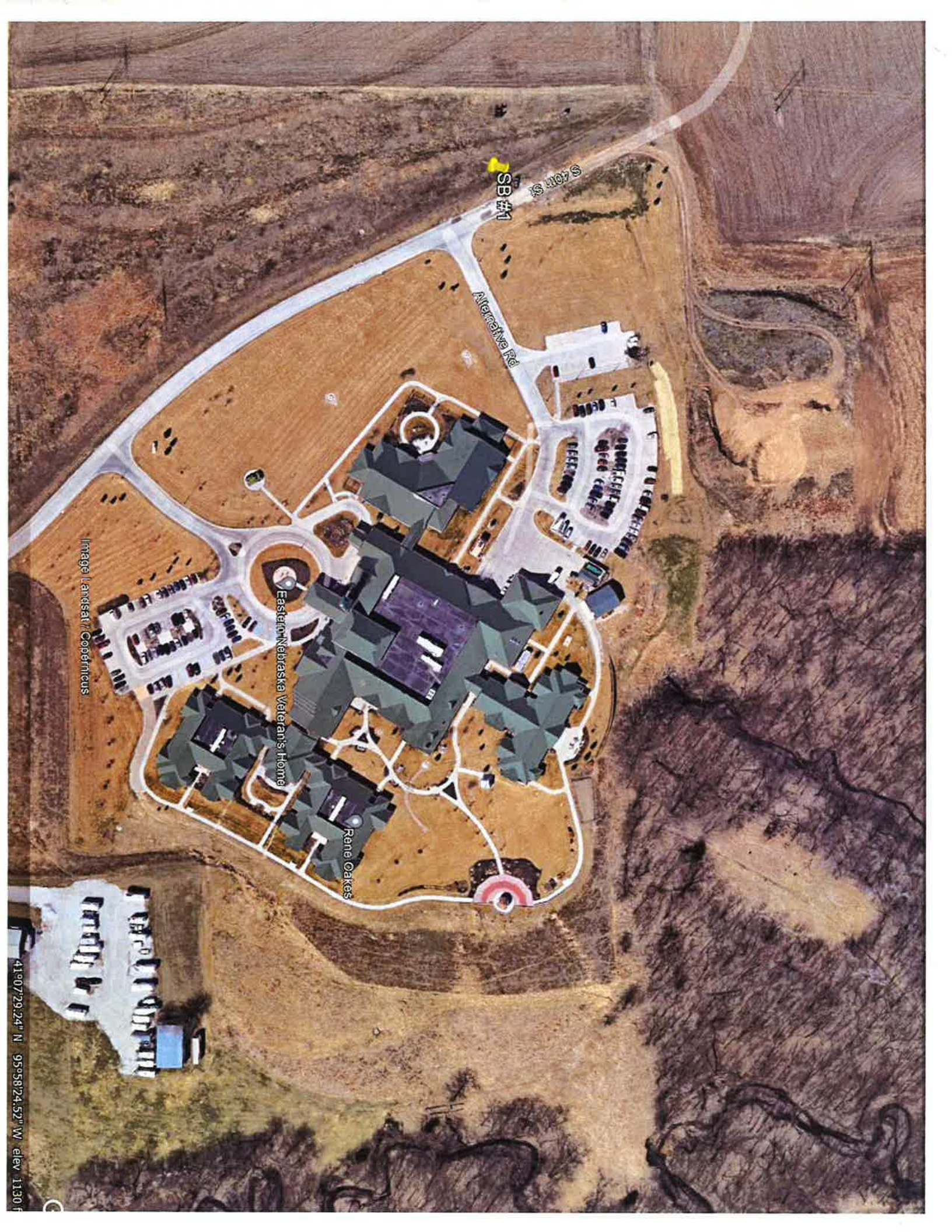
SIGNATURES:

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

*(Handwritten signatures in blue ink)*



SB #1

S 47th St

Alternative Rd

Eastern Nebraska Veterans Home

Rene Oakes

Image Landsat / Copernicus

41°07'29.24" N 95°58'24.52" W elev 1130 ft

## RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of JANUARY, 2023, by and between, City of Bellevue, hereinafter referred to as GRANTOR and **OMAHA PUBLIC POWER DISTRICT**, a public corporation and political subdivision of the State of Nebraska (the "DISTRICT"),

WHEREAS, the GRANTOR owns,  
Pt Of Lot 2 Daniell's Farm Addition (87.5 ac) (6 Cards/4 Tax Districts)  
(the "PROPERTY");

AND WHEREAS, the DISTRICT, desires to gain permission to make entry onto the PROPERTY for purposes of performing the following actions thereon: surveying and geotechnical investigations (collectively, the AUTHORIZED PURPOSES).

NOW THEREFORE, for and in consideration of the mutual promises herein contained to be kept, observed and performed, the parties agree as follows:

1. Upon execution of this Agreement, the DISTRICT, its agents, employees, contractors and/or representatives, may make entry upon the PROPERTY solely for the performance of the AUTHORIZED PURPOSES.
2. This Agreement will terminate on the 31<sup>st</sup> day of March 2023. Upon the termination of this agreement the DISTRICT, its agents, employees, contractors and/or representatives will remove any and all equipment from the PROPERTY.
3. The DISTRICT, its agents, employees, contractors and/or representatives shall coordinate with the GRANTOR so as to not restrict the GRANTOR'S access to the entire PROPERTY.
4. The DISTRICT shall be responsible for any damages done to the PROPERTY by the DISTRICT, its agents, employees, contractors and/or representatives and shall, to the best of its ability, restore the property to its original condition prior to entering into this agreement.
5. To the extent of its liability under the Political Subdivisions Tort Claims Act, the DISTRICT agrees to indemnify and hold harmless GRANTOR from any and all injuries, claims, demands, losses, liabilities, judgments, damages, costs, expenses, actions, and causes of action arising out of the negligent act or omission of the DISTRICT in regard to the use of the PROPERTY, except the extent caused, in whole or in part, by the acts of GRANTOR.

IN WITNESS WHEREOF, the GRANTOR'S have executed this agreement on this \_\_\_\_ day of JANUARY, 2023.

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name: Jacob Farrell  
Title: Manager of Real Property and  
Land Management

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16e.  
1/17/2023

COUNCIL MEETING DATE: 01/17/2023		SUBMITTED BY: Administration	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

## Agreement between the City of Bellevue and Light Up Bellevue

SYNOPSIS/BACKGROUND:

Light Up Bellevue ("LUB") is a group of Bellevue residents who have come together with the goal of beautifying our community with lights throughout the year. The Light Up Bellevue Fund is a 501(c)(3) Designated Fund of the Bellevue Community Foundation and the Midlands Community Foundation. Through this agreement, LUB agrees to provide annual, seasonal light display(s) as a community event within the City of Bellevue at some point during the winter months. In exchange for this service, the City agrees to pay LUB up to \$35,000.00 annually after submission of an invoice from LUB. Both sides have the ability to terminate this agreement with proper notice.

FISCAL IMPACT: ~\$35,000.00      BUDGETED FUNDS?: Yes      GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes	COUNTER-PARTY: Light Up Bellevue	INTERLOCAL AGREEMENT: No
CONTRACT DESCRIPTION: Agreement with Light Up Bellevue for Annual Funding		
CONTRACT EFFECTIVE DATE: 1/17/22	CONTRACT TERM: 5 years	CONTRACT END DATE: 1/17/27
PROJECT NAME:		
START DATE:	END DATE:	PAYMENT DATE:
INSURANCE REQUIRED:		
CIP PROJECT NAME:	CIP PROJECT NAME:	
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):
ACCOUNTING DISTRIBUTION CODE:	ACCOUNT NUMBER:	

RECOMMENDATION:

Approve and authorize the Mayor to sign Agreement between the City of Bellevue and Light Up Bellevue.

ATTACHMENTS:




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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

## **AGREEMENT BETWEEN THE CITY OF BELLEVUE AND LIGHT UP BELLEVUE**

This Agreement is between the City of Bellevue (hereinafter “the City”) and Light Up Bellevue (hereinafter “LUB”) (collectively referred to as “the Parties”).

Light Up Bellevue is a group of Bellevue residents who have come together with the goal of beautifying the Bellevue community with lights throughout the year. Most notably, Light Up Bellevue organizes an annual, seasonal light show for the community of Bellevue. The Light Up Bellevue Fund is a 501(c)(3) designated fund of the Bellevue Community Foundation and the Midlands Community Foundation.

The Parties wish to enter into an agreement wherein LUB will run and put on a light show at specified locations within the City of Bellevue (hereinafter “the Display”), market the same, and provide for all other aspects of running the Display(s) for the Bellevue community annually.

The Parties understand and agree that the Display(s) is/are an important community event that is put on each year, barring natural disaster or other pandemic. The Parties desire that said event continue annually.

### **1. SERVICES:**

LUB agrees to organize and run the Display(s) annually, barring a natural disaster or other pandemic preventing the same. LUB agrees that it will provide the Display(s) at a location within the City of Bellevue for the community each year at some point during the winter months. LUB agrees that so long as the City provides compensation (as outlined in Section 2 below), there will be no required gate entry fee for the community to attend the Display(s). The goal of the services is to market the Display(s) and provide a community event for the Bellevue Community.

### **2. COMPENSATION:**

In exchange for services, the City agrees to pay LUB up to Thirty-Five Thousand Dollars and 00/100 (\$35,000.00) under this Agreement annually. Payment to LUB shall be due and owing upon receiving an “Invoice” from LUB for said funds, which outlines the expenses and provides an itemized statement to support payment of such funds to LUB. Funds shall be payable to LUB within fifteen (15) days after receipt of the Invoice. The parties reasonably expect said Invoice to be provided to the City between the months of December and January each year.

LUB agrees that any funds received from the City under this agreement will be applied to the Light Up Bellevue Fund as designated by the Bellevue Community Foundation and Midlands Community Foundation. Any additional request for funding not outlined by this Agreement must be in writing and must be approved by the Bellevue City Council by separate agreement.

**3. TERM:**

This Agreement will automatically expire after five (5) years unless otherwise terminated by either party. Either party may terminate this Agreement with a minimum of 180 days' written notice to the other party.

**4. GENERAL PROVISIONS:**

The text herein shall constitute the entire agreement between the parties. This agreement may not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought. This agreement shall become effective commencing upon the date the Agreement is signed and executed by all parties. If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

**5. APPLICABLE LAW:**

This Agreement is made pursuant to and shall be governed, construed, and enforced in all respects and for all purposes in accordance with the laws of the State of Nebraska.

**6. MAINTENANCE OF RECORDS:**

LUB shall retain possession of any and all invoices it receives for services from all vendors or performers for a period of ten (10) years. If requested by the City to review said invoices, LUB shall make the invoices available for inspection upon such request.

**7. NOTICES:**

Any and all notices required under this Agreement shall be sent to the following:

City Clerk  
City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005

President  
Light Up Bellevue  
101 W. Mission Ave.  
Bellevue, NE 68005

**AGREEMENT/ACKNOWLEDGMENT**

The Parties hereto have caused this Agreement to be executed and do hereby warrant, represent, and agree that their respective signatories appearing below have been and are on the effective date of this Agreement duly authorized to sign, agree to, and bind the parties to the same.

CITY OF BELLEVUE:

\_\_\_\_\_  
Mayor, Rusty Hike

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
City Clerk

LIGHT UP BELLEVUE:

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16f.  
1/17/2023

COUNCIL MEETING DATE: 1/17/2023		SUBMITTED BY: Finance/CDBG	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approve the interdepartmental agreement between the CDBG program and the Planning Department for CDBG Community Revitalization Funds in the amount of \$38,000 for the Affordable Housing Action Plan.

SYNOPSIS/BACKGROUND:

The CDBG Community Revitalization Reuse Fund offers grant funding to assist with the development of affordable housing and to meet housing goals identified in the CDBG Consolidated Plan. The Planning Department applied for grant assistance to support the development of the affordable housing action plan as required by LB 866. The application has been reviewed and is recommend by staff for funding through the Revitalization Reuse Fund in the amount of \$38,000.

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 NAME:

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

ACCOUNTING DISTRUBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Approve the Mayor to sign the interdepartmental agreement between the CDBG program and the Planning Department to provide \$38,000 in grant funds from the CDBG Community Revitalization Reuse Fund for the development of the affordable housing action plan.

ATTACHMENTS:

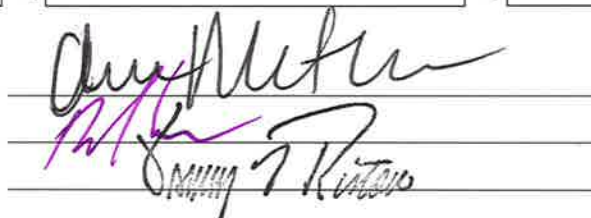
1. <input type="text" value="Application"/>	2. <input type="text" value="Memo - Application Review"/>	3. <input type="text" value="Interdepartmental Agreement"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_



**CDBG COMMUNITY REVITALIZATION FUND  
APPLICATION FORM**

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APPLICATION FUND (SELECT ONE):  COMMERCIAL REUSE FUND  HOUSING REUSE FUND

**I. Applicant and Business Information:**

Date: January 6, 2023

Applicant: Tammi Palm, Planning Manager

Address: 1510 Wall Street

City: Bellevue State: NE Zip Code: 68005

Telephone: (402) 293-3038 Fax: \_\_\_\_\_

E-Mail: tammi.palm@bellevue.net

Business Name: City of Bellevue

Business Address: 1500 Wall Street

City: Bellevue State: NE Zip Code: 68005

Telephone: (402) 293-3000 Fax: \_\_\_\_\_

Web Address: www.bellevue.net E-Mail: \_\_\_\_\_

Type of Business:  Sole Proprietor  Partnership  LLC  Corporation  S-Corporation  Other: City Government

Date established: n/a State of Incorporation: n/a

Federal Tax I.D. #: \_\_\_\_\_ DUNS #: \_\_\_\_\_

Business Description (attach additional sheets as necessary): n/a

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***V. Grant/Loan Information:***

Purpose of Grant/Loan (attach additional sheets as necessary): LB 866 was approved in August 2020.

This bill adopted the Municipal Density and Missing Middle Housing Act, which incentivizes affordable housing projects by establishing a workforce housing investment grant program for urban areas of the state and requiring affordable housing action plans. The provisions require cities with populations greater than 50,000 to adopt an affordable housing action plan by January 1, 2023. Subsequently, the City of Bellevue contracted with Hanna:Keelan Associates to complete our study. Hanna:Keelan had previously completed a Sarpy County wide affordable housing study in 2020, so they had a good foundation to build on from that information. The plan includes a comprehensive analysis of the local population, economic and housing trends and projections, and the identification of new affordable housing housing development and housing rehabilitation initiatives for the city. A steering committee of local stakeholders assisted with the plan, and citizen participation was also crucial. The Plan contains recommendations which are important as the city continues to grow, so we can provide safe and sanitary housing, and housing options for all.

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***VI. Collateral offered if assistance is approved:***

<b>Description</b>	<b>Purchase Price</b>	<b>Present Market Value</b>	<b>Mortgage/Liens</b>	<b>Equity</b>

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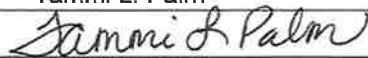
***VII. Applicant Certification***

It is hereby represented and certified by the undersigned that to the best knowledge and belief of the undersigned, the information contained herein and attached hereto is accurate and correct and truly descriptive of the project, the ***Applicant*** and any guarantor or other proposed project occupant.

I understand that assistance from the CITY OF BELLEVUE's CDBG Community Revitalization Program are generally for a maximum of five years and that the programs can be utilized only when credit ***is not*** otherwise available.

I understand the CITY OF BELLEVUE City Council is the only power authorized to approve my financing request and that I can rely only upon ***written evidence*** from the City that the City Council has approved my request. Any other communications are preliminary in nature and ***do not, in any way, constitute a commitment to lend.***

If my application is approved, the CITY OF BELLEVUE may use my name, the company's name and the assistance amount for promotional purposes.

Applicant: Tammi L. Palm  
Signature:   
Date: January 6, 2023

Co-Applicant: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

If Incorporated:  
Corporate Name: \_\_\_\_\_  
By (Title): \_\_\_\_\_  
Date: \_\_\_\_\_

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Non-discrimination Statement The U.S. Department of Housing and Urban Development (HUD) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation or marital or familial status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, ect.) should contact the City Administrator's Office. HUD is an equal opportunity provider and employer.

## PART II

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To complete the application process, please complete the following sections of the application and include the following items:

- Itemized list of Proposed Building/Site Improvements
- Contractor proposals (at least two) for each phase of project

The completed application must be submitted to the City of Bellevue for processing. Applications will be processed in the order they are received.

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### *I. Proposed Project Budget*

#### **Anticipated Project Costs (Uses):**

Building purchase or renovations ( _____ sq. ft.)	\$ <u> n/a </u>
Professional Fees	\$ <u> 38,000 </u>
Other	\$ <u> n/a </u>
Other	\$ <u> n/a </u>
<b>Total Uses</b>	<b>\$ <u> 38,000 </u></b>

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#### **Anticipated Sources of Financing:**

Bank: _____	\$ _____
Private Investors	\$ _____
Owners Equity	\$ _____
Other	\$ _____
CITY OF BELLEVUE Assistance Request	\$ _____
<b>Total Sources</b>	<b>\$ _____</b>

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

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

**I. Scope of Work.**

- 1.1 **Consultant Responsibilities**: The **Consultant** agrees to provide the following services:
- A. To prepare an **Affordable Housing Action Plan** for the **City of Bellevue**, as per **Nebraska LB866** requirements. The detailed **Scope of Work, Time Line** and **Cost Matrix** for the **Affordable Housing Action Plan** is identified in **Attachment A**, included as a part of this **AGREEMENT**.
- 1.2 **CofB Responsibilities**: To facilitate the **Consultant's** accomplishment of the services set forth in paragraph 1.1, above, the **CofB** agrees to provide the following supportive services:
- A. Assist in securing general information required to provide analysis and profile of the demographic, housing stock and housing support services in Bellevue, Nebraska.
  - B. Assist **Consultant** in scheduling and facilitating meetings with persons of housing interests and stakeholders in Bellevue, Nebraska for the implementation of the proposed Citizen Participation, as identified in **Attachment A**.
  - C. Upon request by the **Consultant**, the **CofB** will inform the **Consultant** as to the whereabouts of various data/information, necessary to complete the **Housing Study**. The collection of various data/information needs will be the sole responsibility of the **Consultant**.

**II. Compensation/Performance.**

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

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

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

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

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

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

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

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

6/15/2022  
Date

[Signature]  
HANNA:KEELAN ASSOCIATES, P.C.

6/7/2022  
Date

[Signature]  
CITY OF BELLEVUE, NEBRASKA

## ATTACHMENT A

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

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

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

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

PRINCIPALS:

Becky J. Hanna  
Timothy M. Keelan

August 25, 2022

Tammi Palm, Planning Manager  
City of Bellevue  
1500 Wall Street  
Bellevue, Nebraska 68005

RE: Bellevue, Nebraska Affordable Housing Action Plan -- #1383

**STATEMENT # 1**

---

FEE FOR SERVICES rendered and expenses incurred for the Bellevue, Nebraska Affordable Housing Action Plan (25%)	\$9,500.00
Received to Date	(\$00.00)
<b>TOTAL AMOUNT DUE</b>	<b><u>\$9,500.00</u></b>

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ECONOMIC DEVELOPMENT RESEARCH & ANALYSIS • PUBLIC FACILITY PLANNING & IMPLEMENTATION  
HUMAN RESOURCE PLANNING • STATE & FEDERAL GRANT WRITING & ADMINISTRATION*

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(402) 464-5383 • FAX (402) 464-5856 • website: [www.hannakeelan.com](http://www.hannakeelan.com)

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

PRINCIPALS:

Becky J. Hanna  
Timothy M. Keelan

September 30, 2022

Tammi Palm, Planning Manager  
City of Bellevue  
1500 Wall Street  
Bellevue, Nebraska 68005

RE: Bellevue, Nebraska Affordable Housing Action Plan -- #1383

**STATEMENT # 2**

---

FEE FOR SERVICES rendered and expenses incurred for the Bellevue, Nebraska Affordable Housing Action Plan (50%)	\$19,000.00
Received to Date	(\$9,500.00)
<b>TOTAL AMOUNT DUE</b>	<b><u>\$9,500.00</u></b>

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

PRINCIPALS:

Becky J. Hanna  
Timothy M. Keelan

December 5, 2022

Tammi Palm, Planning Manager  
City of Bellevue  
1500 Wall Street  
Bellevue, Nebraska 68005

RE: Bellevue, Nebraska Affordable Housing Action Plan -- #1383

**STATEMENT # 3**

---

FEE FOR SERVICES rendered and expenses incurred for the Bellevue, Nebraska Affordable Housing Action Plan (100%)	\$38,000.00
Received to Date	(\$19,000.00)
<b>TOTAL AMOUNT DUE</b>	<b><u>\$19,000.00</u></b>

JKP 12/21/22

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City of Bellevue  
Community Development Block Grant  
1500 Wall St. • Bellevue, Nebraska • 68005 • 402-293-3000

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**TO:** City Administrator Ristow, Finance Director Severson  
**FROM:** Abby Highland, CDBG Program Specialist  
**DATE:** January 9, 2023  
**RE:** CDBG Community Revitalization Fund Application Review – Planning Department

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The City of Bellevue CDBG Community Revitalization Fund (CCRF) received an application for assistance from Tammi Palm, Planning Manager requesting assisting for the Housing Study required by LB866. The Planning Department is requesting \$38,000 for the full cost of the study.

Under LB866, the City is required to adopt an affordable housing action plan. The bill incentivizes affordable housing projects.

The project does meet CDBG-eligible activity requirements under Planning and Capacity Building under 24 CFR 570.205 under Matrix Code 20. Under this matrix code, the project does not have to meet a specific national objective, but based on the requirements of the study the activity would qualify under Low/Moderate Income (“LMI”) Housing 570.208(a)(3).

**Staff Recommendation**

Staff has reviewed the application and supporting documentation presented by the Planning Department. The project meets CDBG CCRF eligibility requirements and is recommended for funding.



**Administration Review**

Administration has reviewed the Applicant's information and project applicant and

Approves       Denies

the project for CDBG Community Revitalization Fund assistance in the amount requested.



\_\_\_\_\_  
Signature – Jim Ristow, City Administrator



\_\_\_\_\_  
Signature – Rich Severson, Finance Director



3

**CITY OF BELLEVUE COMMUNITY DEVELOPMENT BLOCK GRANT  
COMMUNITY REVITALIZATION FUNDING AGREEMENT**

**THIS AGREEMENT** dated this \_\_\_\_ day of \_\_\_\_\_ 2023, is by and between the City of Bellevue Planning Department (the "Owner"), and the City of Bellevue Community Development Block Grant (CDBG) Program (the "Lender").

**WHEREAS**, the Lender has been designated by the United States Department of Housing and Urban Development ("HUD") to administer, and HUD has awarded the funds for, the Community Development Block Grant ("CDBG") program. This is the source for revolving loan funding by the Lender for the project, which is the subject matter of this Community Revitalization Funding Agreement; and,

**WHEREAS**, based on the provisions of the CDBG Community Revitalization Fund program, the Owner has submitted, and the Lender has conditionally approved, the Owner's application for funding for the project which will undertake community development activities authorized under the Housing and Community Development Act of 1974, as amended, and as authorized under the federal regulations governing CDBG at 24 C.F.R. Part 570.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

**PART I: THE GRANT**

**1.01 The Grant.**

Subject to the terms and conditions of this Agreement, the Lender agrees to provide a grant to the Owner in the amount of Thirty-Eight Thousand Dollars (\$38,000).

The \$38,000 to be granted to the Owner is for the purpose(s) set forth in Section 1.02 below, using CDBG Housing Reuse funds under the following terms:

The CDBG grant terms are conditioned upon the Owner's agreements to meet CDBG National Objectives, as set forth in Part II of the Agreement.

**1.02 Purpose of Grant.**

The project involves a CDBG Community Revitalization Fund program grant of \$38,000 from the City of Bellevue CDBG Program to the City of Bellevue Planning Department to be used for planning and capacity development associated with the development and approval of an affordable housing study to meet requirements of Nebraska Legislative Bill 866. CDBG funding will require the Owner to satisfy various requirements as set forth in Part II below.

**PART II: CDBG FUNDING TERMS AND CONDITIONS**

**2.01 CDBG Eligible Activity**

The Owner will utilize CDBG Community Revitalization Fund assistance to provide for planning and capacity building associated with an affordable housing study as eligible under 24 CFR 570.205.

## **2.02 CDBG National Objective**

The Owner will focus on national object requirements under Low/Moderate Income (“LMI”) Housing 570.208(a)(3).

## **2.03 Performance Monitoring**

The Owner at such times and in such forms as the Lender may require, shall furnish performance reports pertaining to the activities undertaken pursuant to this Agreement to meet the CDBG National Objective. Such reports shall include, but not be limited to:

- a. Recommendations approved in the affordable housing action plan and efforts to meet specific recommendations;
- b. Update on the expenditure of funding to meet recommendation in the affordable housing action plan;
- c. Documentation of match or funds leveraged with CDBG funding;
- d. Other reports as required by Section 570.507 or Title 24, OMB Circular A-110, and as otherwise required by HUD and the GRANTEE.

## **2.04 Environmental Review Requirements**

The Owner shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR 570 Subpart K, except that the Owner does not assume the Lender’s environmental review responsibilities described in 24 CFR Part 570.604; and for initiating the review process under provisions of 24 CFR Part 52. All activities must have prior review to ensure environmental conformance through a site-specific review, i.e.: floodplain clearance, airport hazards, Asbestos, Americans with Disabilities Act, etc.

## **2.05 Time of Performance.**

This agreement will remain in effect for one (1) year from the date of execution of this Agreement.

## **2.06 Ineligible Expenses.**

General maintenance costs are ineligible CDBG expenses, i.e., mowing, replacement of expended light bulbs, and similar expenses which are necessary for the operation of the facility.

## **2.07 UEI Number**

The Owner must maintain a Subrecipient Unique Entity Identifier (UEI) through the completion of the agreement. The Lender must be able to verify the Owner’s registered UEI number with SAM.gov prior to any grant funding being disbursed.

## **2.08 Other Federal Requirements.**

- a. **Civil Rights.** The OWNER agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

- i. **Nondiscrimination**. The OWNER will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The OWNER will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The OWNER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
  - ii. **Land Covenants**. This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this agreement, the OWNER shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the LENDER and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The OWNER, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
  - iii. **Section 504**. The OWNER agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The LENDER shall provide the OWNER with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.
- b. **Affirmative Action**. The OWNER agrees that it shall be committed to carry out pursuant to the Lender's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
  - i. **Women and Minority Owned Business Enterprises (W/MBE)**. The OWNER will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this agreement. As used in this agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The OWNER may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
  - ii. **Access to Records**. The OWNER shall furnish and cause each of its own Owners or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the LENDER, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
  - iii. **Notifications**. The OWNER will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or worker's representative of the OWNER's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- iv. EEO/AA Statement. The OWNER will, in all solicitations or advertisements for employees placed by or on behalf of the Owner, state that it is an Equal Opportunity or Affirmative Action employer.
- v. Subcontracting Provisions. The OWNER will include the provisions of Section D Paragraph 1, Civil Rights, and 2, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its Owners or subcontracts.

**c. Employment Restrictions.**

- i. Prohibited Activity. The OWNER is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian, or religious activities; lobbying, political patronage, and nepotism activities.
- ii. Labor Standards. The OWNER agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The OWNER shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the LENDER for review upon request. The OWNER agrees that all contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this agreement, shall comply with Federal requirements adopted by the LENDER pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the OWNER of its obligation, if any, to require payment of the higher wage. The OWNER will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.
- iii. Section 3 Clause. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- iv. The OWNER agrees to comply with HUD's Section 3 regulations (24 CFR Part 75). As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Section 3 regulations.
- v. The OWNER agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- vi. The OWNER agrees to include this Section 3 clause in every subcontract subject to compliance with Section 3, and agrees to take appropriate action, as provided in an

applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the Section 3 regulations. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the Section 3 regulations.

- vii. The OWNER will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the Section 3 regulations require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under the Section 3 regulations.
- viii. Noncompliance with HUD's Section 3 regulations may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

**d. Conduct.** The OWNER shall not assign or transfer any interest in this contract without the prior written consent of the LENDER. Notice of any such assignments or transfer shall be furnished promptly to the LENDER.

**i. Subcontracts.** The OWNER shall not enter into any subcontracts with any agency or individual in the performance of this agreement without the written consent of the LENDER prior to the execution of such agreement.

- a. **Monitoring.** The OWNER will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.
- b. **Content.** The OWNER shall cause all the provisions of this agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- c. **Selection Process.** The OWNER shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Lender along with documentation concerning the selection process within fifteen (15) days following the execution of such subcontracts.

**e. Hatch Act.** The OWNER agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

**f. Conflict of Interest.** The OWNER agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The OWNER further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the OWNER hereunder. These conflict-of-interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Lender, or any designated public agencies or Owners which are receiving funds under the CDBG Entitlement program.

**g. Lobbying.** The OWNER hereby certifies that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any

- Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
  - iii. It will require that the language of paragraph (iv) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Owners shall certify and disclose accordingly; and
  - iv. Lobby Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- h. Copyright.** If this agreement results in any copyrightable materials or inventions, the Lender and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.
- i. Religious Organization.** The OWNER agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

### **PART III: REPRESENTATIONS AND WARRANTIES**

The Owner represents and covenants the following:

#### **3.01 Duly Organized.**

The Owner is a corporation, duly organized, validly existing and in good standing under the laws of the State of Nebraska and has legal and binding power to enter into this Agreement and to borrow from Lender the amount set forth above.

#### **3.02 No Legal Suits.**

The Owner warrants there are no legal actions, suits, or other proceedings, pending or threatened, before any court or administrative agency, which, if determined adversely to the Owner, would have a material adverse effect on the financial condition of the Owner nor on the ability of the Owner to complete the project which is the subject of this Agreement.

#### **3.03 No Authorization Needed.**

No authorization, consent or approval, or any formal exemption of any governmental body, regulatory authorities (federal, state or local) or mortgagee, creditor or third party, is or was necessary for the valid execution and delivery by the Owner of this Agreement.

### **3.04 Not In Default.**

The Owner is not in default of any obligation, covenant, or condition contained in any bond, debenture, note, or other evidence of indebtedness or any mortgage or collateral instrument securing the same.

### **3.05 Taxes Are Paid.**

The Owner has filed for all tax returns which are required and has paid or made provision for the payment of all taxes which have or may become due pursuant to said returns or pursuant to any assessments levied against the Owner or its personal or real property by any taxing agency, federal, state or local. No tax liability has been asserted by the Internal Revenue Service or other taxing agency, federal, state, or local for taxes materially in excess of those already provided for and the Owner knows of no basis for any such deficiency assessment.

### **3.06 No Adverse Change.**

The Owner certifies that there has been no adverse or material change since the date of loan application in the financial condition, organization, operation, business prospects, fixed properties, or personnel of the Owner.

## **PART IV: EVENTS OF DEFAULT**

### **4.01 Events of Default.**

In addition to other events or fact settings where debt acceleration or other remedies may be specified elsewhere in this Agreement, the following are (but are not exclusively the only) events of default, each of which triggers the default remedy set forth in this Agreement (or the remedies specified elsewhere in this Agreement associated with such event or fact setting):

- a. Failure by Owner to fully satisfy the Requirements set forth in Part II.
- b. Owner shall have failed to make payment of any installment of interest, principal, or principal and interest or any other sum due hereunder or under any Loan Instrument when due;
- c. Failure or default in due observance or performance of any of the other covenants, agreements, or conditions herein or contained in any of the Loan Instruments;
- d. There has occurred a breach under any term, covenant, agreement, condition, provision, representation or warranty contained in any of the Loan Instruments and the expiration of any applicable cure period without the same having been cured;
- e. The entry of a decree or order for relief by a court having jurisdiction in respect of Owner, a member of Owner, or any guarantor of the Note or Loan Instruments secured hereby (any of the foregoing parties being referred to herein as a "Key Party"), in any involuntary case under the federal bankruptcy laws now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or similar law, or for the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) for any Key Party or any substantial part of the property of any such Key Party, or for the winding up or liquidation of the affairs of any Key Party and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days;
- f. The commencement by any Key Party of a voluntary case under federal bankruptcy laws, as now constituted or hereafter amended, or any other applicable federal or state bankruptcy, insolvency, or any other similar laws or the consent by any such Key Party to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of any Key Party, or of any substantial part of the property of any such person or entity,

or the making by any such Key Party of an assignment for the benefit of creditors or the failure of any such Key Party generally to pay the debts of any such Key Party as such debts become due, or the taking of action by any such Key Party in furtherance of the foregoing;

- g. The death of any guarantor of the Indebtedness secured hereby or such guarantor's revocation of such guarantor's guaranty; or

#### **4.02 Nonpayment or Other Indebtedness.**

If default is made in the payment when due of any installment of principal or of interest on any of the Owner's other indebtedness and if such default will remain unremedied for fifteen (15) days.

#### **4.03 Default in Covenants.**

If the Owner defaults in the performance of any other term, covenant or agreement contained in this Agreement, and such default continues unremedied for thirty (30) days after either: (i) it becomes known to an executive officer of the Owner; or (ii) written notice has been given to the Owner by the Lender.

#### **4.04 General Default Remedy (applicable to events of default where remedies for specific events are not specified elsewhere in this Agreement).**

If an event of default occurs, then CDBG funding will be disallowed, and immediate repayment to the Lender of the entire amount of any outstanding balance of the CDBG funded obligation of the Owner will be required, together with interest computed at the lesser of the highest legal rate or 12% per annum (simple interest) , from the date(s) CDBG funds were advanced to the Owner by the Lender.

### **PART V: MISCELLANEOUS**

#### **5.01 Waiver of Notice.**

No failure or delay on the part of the Lender in exercising any right, power, or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No modification or wavier of any provision of this Agreement or of the Promissory Note, nor any consent to same will be effective unless it is in writing and then such wavier or consent will be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on the Owner in any case will entitle the Owner to any other or further notice or demand in similar or other circumstances.

#### **5.02 Amendments.**

The Owner and the Lender or its assigns reserves all rights to amend any provisions of this Agreement, to consent to or waive any departure from the provisions of this Agreement, to amend or consent to or waive departure from the provisions of the Note, and to release or otherwise deal with any collateral security for payment of the Note provided. Any such amendments shall not be effective unless such amendment is in writing and executed by both the Lender or its assigns and the Owner.

#### **5.03 Notices.**

Whenever the Lender or Owner shall desire to give or serve any notice, demand, request or other communication with respect to this Agreement, each such notice, demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or mailed by certified mail, postage prepaid, return receipt requested addressed to the address set forth for each party in

this Agreement. Any party may at this time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

**5.04 Survival of Representations and Warranties.**

All agreements, representations, and warranties made by the Owner or any other document or certificate delivered to the Lender in connection with the transactions contemplated by this Agreement will survive the delivery of this Agreement, the Promissory Note, and Deed of Trust will continue in full force and effect so long as the Promissory Note and Deed of Trust are outstanding.

**5.05 Successors and Assigns.**

This Agreement will be binding upon the Owner, its successors, and assigns. The Owner may not assign or transfer its rights without prior written consent of the Lender.

**5.06 Counterparts.**

This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**5.07 Governing Use.**

This Agreement and the Note, and Financing Statements will be deemed contracts made under the laws of the State of Nebraska and for all purposes will be construed in accordance with the laws of this State.

**5.08 Article and Section Headings.**

Article and Section headings used in this Agreement are for convenience only and will not affect the construction of this Agreement.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed the day and year first above stated.

**LENDER:**

CDBG PROGRAM, CITY OF BELLEVUE

By: \_\_\_\_\_  
Rusty Hike, Mayor

**OWNER:**

PLANNING DEPARTMENT, CITY OF BELLEVUE

By: \_\_\_\_\_  
Tammi Palm, Planning Manager

**ATTEST:**

\_\_\_\_\_  
Susan Kluthe, City Clerk  
City of Bellevue, NE

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16g.  
1/17/2023

COUNCIL MEETING DATE: 01/17/2023		SUBMITTED BY: Ashley Decker, HR 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:

SYNOPSIS/BACKGROUND:

Due to substantial changes in the work environment and responsibilities, and upon request by the Chief of Police, the Community Relations/Social Media Manager went through a reevaluation for an upgrade as provided for in the City of Bellevue Employee Handbook. These changes did result in an upgrade for the Community Relations/Social Media Manager. The changes and upgrade have been agreed upon by the impacted employee, the City Administrator and the union. The impacted employee's rate changed from \$25.54 to \$26.43, then will progress on the step scale as attached in the MOU. Additionally, there was a newly created position approved by the Public Works Director and City Administrator that was budgeted, and the inclusion of such position in the BPMA was agreed upon. Lastly, there was a title change that needed to be made to accurately reflect the position held. There was no fiscal impact for the title change.

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 NAME:

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

ACCOUNTING DISTRUBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Approve and ratify this MOU and authorize the Mayor to execute the same.

ATTACHMENTS:

- |  |  |                         |
|--|--|-------------------------|
| 1. <input type="text" value="BPMA MOU"/> | 2. <input type="text" value="Redlined job description"/> | 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:



## MEMORANDUM OF UNDERSTANDING

The City of Bellevue, Nebraska (“City”) and the Bellevue Professional Management Association (“BPMA”) are parties to a collective bargaining agreement effective October 1, 2021 to September 30, 2025 (“Agreement”).

The City and the BPMA have identified for areas of the Agreement that are required to be revised to accurately reflect the job classifications listed in Appendix B of the Agreement due to a recent job upgrade change, as provided for in the City of Bellevue Employee Handbook, and a newly created position that has been agreed upon for inclusion. The parties agree that the current Agreement does not accurately reflect current job classifications listed in Appendix B nor the wage scale listed in Appendix C of the Agreement and therefore, enter into the following Memorandum of Understanding (“MOU”) to correct those inaccuracies.

1. Unless otherwise agreed upon herein, this MOU is effective for the term of the Agreement.
2. Article 1 (Union Recognition), Section 1 of the Agreement states: “The City recognizes the Union as the exclusive collective bargaining representative of those employees who occupy the job classifications listed in Appendix B of this Agreement.”
3. Article 1 (Union Recognition), Section 3 of the Agreement states: “Newly created positions may be considered for inclusion in the bargaining unit, but such inclusion will not constitute re-opening of this agreement.”
4. As written, Appendix B, Job Classification and Grade Assignment of the Agreement, does not accurately reflect the job classifications of the employees due to the recent job upgrade change of a position as well as a newly created position. Additionally, there was a title change that was not accurately reflected.
5. The parties agree that Appendix B, Job Classification of the Agreement, shall incorporate the following job classifications:

### **APPENDIX B JOB CLASSIFICATION**

Administrative Assistant/Secretary  
Assistant Library Director  
Assistant Planning Manager  
Assistant Recreation Superintendent  
Assistant Street Superintendent  
Business Manager  
Chief Building Official

~~Civilian Community Policing/Community Relations~~  
~~Coordinator Community Relations/Social Media Manager~~  
 Code Enforcement Supervisor  
 Communications Systems Coordinator  
 Deputy City Clerk  
 Fabrication Supervisor  
 Facility Maintenance Superintendent  
 Fleet Maintenance Foreman  
 Fleet Maintenance Superintendent  
 Foreman II - ~~Building Maintenance~~ Facility Maintenance  
 Foreman II - Parks  
 Foreman II - Streets  
 Foreman II - Wastewater  
 Human Services Manager  
 Intelligence Analyst  
 Librarian II  
 Permits and Inspections Office Manager  
 Public Works Engineer I  
 Purchasing Agent  
 Records Unit Supervisor  
 Streets Superintendent  
 Traffic Sign/Signal Supervisor  
 Wastewater and Solid Waste Superintendent

6. The parties hereby agree that Appendix C, Wage Scale of the Agreement, shall incorporate the following job classifications and pay ranges:

Job Title	Step	1	2	3	4	5	6	7	8	9	10
Administrative Assistant/Secretary		20.01	20.79	21.59	22.43	23.30	24.20	25.14	26.12	27.14	28.20
Assistant Library Director		30.26	31.38	32.53	33.72	34.96	36.23	37.56	38.93	40.36	41.83
Assistant Planning Manager		30.59	31.77	33.00	34.27	35.59	36.95	38.38	39.86	41.40	42.98
Assistant Recreation Superintendent		26.96	27.93	28.93	29.97	31.04	32.15	33.30	34.50	35.73	37.00
<del>Assistant Street Superintendent</del>		<del>29.67</del>	<del>30.69</del>	<del>31.74</del>	<del>32.83</del>	<del>33.96</del>	<del>35.13</del>	<del>36.34</del>	<del>37.59</del>	<del>38.88</del>	<del>40.20</del>
Business Manager		26.39	27.48	28.61	29.79	31.02	32.29	33.62	35.01	36.44	37.94
Chief Building Official		35.87	37.16	38.48	39.86	41.29	42.77	44.30	45.88	47.52	49.22
Civilian Community Policing/Community Relations Coordinator		22.53	23.49	24.49	25.54	26.63	27.77	28.96	30.19	31.48	32.83
<del>Community Relations/Social Media Manager</del>		<del>26.43</del>	<del>27.38</del>	<del>28.36</del>	<del>29.38</del>	<del>30.43</del>	<del>31.52</del>	<del>32.65</del>	<del>33.82</del>	<del>35.03</del>	<del>36.27</del>
Code Enforcement Supervisor		30.99	32.12	33.29	34.51	35.77	37.08	38.43	39.84	41.30	42.80
Communications Systems Coordinator		28.13	29.23	30.39	31.58	32.82	34.11	35.45	36.83	38.28	39.79
Deputy City Clerk		23.86	24.84	25.86	26.92	28.03	29.18	30.39	31.64	32.95	34.31
Fabrication Supervisor		16.71	17.66	18.67	19.73	20.85	22.04	23.30	24.62	26.03	27.53
Facility Maintenance Superintendent		33.29	34.59	35.93	37.33	38.78	40.29	41.85	43.47	45.17	46.92
Fleet Maintenance Foreman		25.02	25.98	26.98	28.02	29.10	30.22	31.39	32.59	33.84	35.13
Fleet Maintenance Superintendent		33.13	34.40	35.72	37.09	38.52	39.99	41.53	43.13	44.78	46.50
<del>Foreman II - Building Maintenance</del> <u>Facility Maintenance</u>		<del>26.08</del>	<del>27.11</del>	<del>28.18</del>	<del>29.29</del>	<del>30.46</del>	<del>31.66</del>	<del>32.92</del>	<del>34.22</del>	<del>35.58</del>	<del>37.00</del>
Foreman II - Parks		24.69	25.70	26.75	27.85	28.99	30.17	31.41	32.69	34.03	35.45
Foreman II - Streets		28.41	29.44	30.51	31.62	32.77	33.97	35.20	36.49	37.81	39.19
Foreman II - Wastewater		26.92	28.09	29.31	30.59	31.92	33.30	34.75	36.26	37.83	39.45
Human Services Manager		27.23	28.36	29.52	30.73	32.00	33.31	34.68	36.11	37.59	39.12
Intelligence Analyst		27.80	28.78	29.81	30.88	31.98	33.12	34.30	35.53	36.79	38.12
Librarian II		27.93	29.03	30.17	31.37	32.60	33.88	35.22	36.61	38.05	39.55
Permits and Inspections Office Manager		28.03	28.99	29.98	31.01	32.07	33.17	34.30	35.48	36.69	37.94
Public Works Engineer I		30.20	31.33	32.51	33.72	34.99	36.29	37.65	39.06	40.51	42.01
Purchasing Agent		29.19	30.30	31.46	32.66	33.90	35.20	36.55	37.94	39.39	40.89
Records Unit Supervisor		22.29	23.21	24.15	25.14	26.17	27.24	28.37	29.53	30.74	32.02
Streets Superintendent		32.93	34.12	35.36	36.65	37.98	39.37	40.80	42.29	43.83	45.42
Traffic Sign/Signal Supervisor		25.64	26.60	27.59	28.62	29.69	30.80	31.96	33.15	34.38	35.65
Wastewater and Solid Waste Superintendent		38.35	39.73	41.16	42.64	44.18	45.77	47.42	49.12	50.89	52.73

City of Bellevue, Nebraska

Bellevue Professional Management Association

By: \_\_\_\_\_  
Mayor Rusty Hike

By:   
President

Approved by the Bellevue City Council on this \_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**CITY OF BELLEVUE – POLICE  
JOB DESCRIPTION**

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**POSITION TITLE:** ~~Civilian Community Policing/Community Relations Coordinator~~  
**Community Relations/Social Media Manager**

**REPORTS TO:** ~~Community Oriented Policing Supervisor~~  
**Special Services Unit Supervisor**

**SUPERVISES:** Volunteers as assigned

**PURPOSE OF POSITION:** Responsible for performing a variety of advanced duties to foster and maintain positive relations between the Bellevue Police Department and the Community **through implementing content strategies on social media platforms**, using crime awareness, prevention programs, ~~social media~~, Project Lifesaver, and media or other press-related releases to increase the level of knowledge and exposure of the Bellevue Police Department.

**ESSENTIAL FUNCTIONS:**

**Social media management to provide engaging text, image, and video content for all department social media accounts. Responding to comments and customer queries in a timely manner**

Makes presentations through public speaking to the public and the community groups regarding crime awareness, community programs and service programs available through the Police Department.

Fundraisers for all Community Police-oriented events.

Works closely with various media and other entities to provide community awareness of programs and accomplishments of the Bellevue Police Department.

Prepares and organizes press releases, as assigned, for unit events.

Promotes positive public relations within the community, government agencies, non-profit agencies, civic organizations, local businesses, and public.

Identifies, coordinates, and promotes opportunities for the Bellevue Police Department and its' employees to be involved in community activities to enhance the department's public image.

**Oversee ground and flight operations as FAA Part 107 drone pilot. Maintain and update software and programs related to the department owned drones.**

~~Attends various meetings, as required.~~

Develops and coordinates departmental involvement in special projects, such as National Night Out, Citizen's Police Academy, Holiday Heroes, Teen Citizen's Academy, or other like events or functions.

Establishes and maintains effective working relationships with law enforcement agencies, the public, government officials, co-workers, and supervisors.

Therapy Dog Handler to provide comfort to department members and the public

Department liaison with other law enforcement agencies in crime prevention or awareness programs.

Recruitment team assisting in recruiting and hiring new officers for the department

Develops, organizes, facilitates, and presents at numerous community-oriented events, to include crime prevention, safety training, McGruff and IR Friendly programs: participates in other community interaction events to enhance public safety, promote the department and quality of life issues.

Develops and coordinates the Department's efforts in the Neighborhood Watch Programs, to include recruiting of new groups or members, maintaining contact and providing direction for said groups, and organizing the services to these groups, as needed.

Attends various meetings, as required.

**ESSENTIAL FUNCTIONS (continued):**

~~to these groups, as needed.~~

Develops and assists assigned Police Officers with community policing projects, such as Crime Prevention through Environmental Design and Crime-Free Multi-Housing.

Assists Police Officer in the mediation and resolution of civil disputes within neighborhoods.

Attends various training courses, seminars, and conferences to maintain knowledge of current trends and developments in job-related skills and techniques.

Assists in the development of departmental plans, goals, policies, and procedures related to crime prevention, citizen and Police cooperative programs and special community events.

Prepares and maintains various records, reports, correspondence, and other departmental documents.

Plans and organizes a personal work schedule, sets priorities, and meets deadlines.

Operates standard office equipment in the performance of job duties, such as a fax machine, copier, personal computer, calculator, etc.

Performs computer input and retrieval functions, utilizing various hardware and software programs.

\*Attendance at the assigned work location is an essential function.

**MARGINAL FUNCTIONS:**

Performs other duties, as directed, or as the situation dictates.

Must keep up-to-date technically and apply new knowledge to position.

Assists the Grant Coordinator with researching grants, writing proposals, and facilitating implementation of grant awards.

**ESSENTIAL KNOWLEDGE, EXPERIENCE AND ABILITY:**

Have extensive knowledge in the service, functions, and operations of a modern, progressive Police Department.

Ability to use sound judgment and acquired knowledge and experience to correctly answer questions about Police services, practices from citizens, groups, or the media, in public forums and one-on-one conversations.

Knowledge of and/or the ability to learn the geographical layout of the city.

Knowledge of and/or the ability to utilize the English language, proper grammar, vocabulary, spelling, and punctuation.

Knowledge of and the ability to accurately perform computer input and retrieval functions, utilizing a variety of hardware and software programs.

Ability to type accurately.

Ability to perform accurate mathematical calculations in the performance of job duties.

**ESSENTIAL KNOWLEDGE, EXPERIENCE AND ABILITY (continued):**

Ability to apply department policies and procedures in the performance of job duties.

Ability to accurately prepare and maintain various records, reports, correspondence, and other departmental documents.

Ability to perform job duties efficiently, while managing frequent interruptions.

Ability to perform job duties with thoroughness, accuracy, and attention to detail.

Ability to understand and follow both verbal and written instructions.

Ability to communicate effectively in English, both verbally and in writing.

Proficient in oral and written communication; must have good public speaking abilities.

Ability to work independently and exercise independent judgment in the performance of duties.

Ability to maintain the confidentiality of the Department documents and information.

Ability to ensure departmental compliance with applicable local ordinance and code, State Statute and Federal laws and regulations that govern the activities of the Department.

Ability to deal with the public in a courteous and tactful manner, exercising discretion and diplomacy.

Ability to establish and maintain effective working relationships with law enforcement agencies in the public, governmental officials, co-workers, and supervisors.

Ability to apply proper telephone etiquette.

Ability to operate a motor vehicle safely and in compliance with traffic laws and regulations, in the performance of job duties.

Will be required to work flexible hours, evenings, and weekends, as needed, or requested.

## **ESSENTIAL EDUCATION, CERTIFICATION AND/OR LICENSES:**

Associates Degree in Criminal Justice, Public Relations or 3-5 years' experience working in a similar environment

Must possess a valid driver's license at the time of hire and maintain it throughout the course of employment.

Must possess a CPR certification or obtain it within six (6) months of hire and maintain it throughout the course of employment.

Must possess Part 107 UAS certification or obtain it within six (6) months of hire and maintain it throughout the course of employment.

## **ESSENTIAL PHYSICAL DEMANDS AND TYPICAL WORKING CONDITIONS:**

The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of his job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is generally performed indoors in an office setting, but is occasionally performed outdoors in various settings, and requires some physical activity, including extended periods of sitting, walking, standing, kneeling, bending, crouching, reaching, stooping, and climbing. An incumbent must have the ability to transport themselves to and from various locations through the city and surrounding jurisdictions.

## **ESSENTIAL PHYSICAL DEMANDS AND TYPICAL WORKING CONDITIONS (CONTINUED):**

An incumbent must have the ability to frequently lift and/or carry equipment, supplies and other materials weighing up to 10 lbs., and to occasionally lift, push, and/or carry equipment, supplies, and other materials weighing up to 75 lbs. An incumbent must also possess the hand/eye coordination and manual dexterity necessary to use hands and arms to finger, handle, grasp and feel; climb in and out of vehicles; and operate the following: vehicles, computers, tools, and other equipment that is used to perform the essential functions of the job.

Work hours may occasionally be required in times of darkness. Noise level is usually moderate. Vision abilities, correctable to normal ranges, include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus. Communication abilities include the ability to talk and hear within normal ranges.

Work requires extensive interaction with the public and may be stressful when dealing with irate citizens and/or time constraints.

Updated 11/27/22

Revised 01/2017\*Updated 1/2017

Revised May 2016

Revised April 2015

Revised July 2012

The City of Bellevue is an Equal Opportunity Employer. We do not discriminate on the basis of race, religion, color, sex, age, national origin or disability. If specific accommodations are needed in order to apply to this position, please contact the Personnel Office at 402-293-3009.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16h.  
1/17/2023

COUNCIL MEETING DATE: 01/17/2023		SUBMITTED BY: Chief Guido		
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:

Replace engine 15 with a new Pierce Impel Pumper for \$879,450.00 and additional equipment replacement for \$30,000

SYNOPSIS/BACKGROUND:

Engine 15 is a 1994 Seagrave pumper and is 29 years old. We will also be replacing equipment that is currently on the engine that needs to be updated.

With supply shortages we are looking at a 35 to 39.5 month delivery time.

Can not delay replacement and can not reduce cost.

FISCAL IMPACT: 909,450.00 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:		
START DATE:	END DATE:	PAYMENT DATE:
INSURANCE REQUIRED: NO		
CIP PROJECT NAME: Replace engine 15	CIP PROJECT NUMBER:	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE:	ACCOUNT NUMBER:	

RECOMMENDATION:

Approve the purchase of a new Pierce Impel Pumper and equipment for up to \$909,450.00.

ATTACHMENTS:

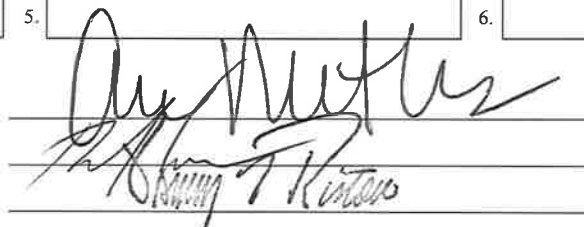
- |                       |    |    |
|-----------------------|----|----|
| 1. Purchase agreement | 2. | 3. |
| 4. Proposal letter    | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





PERFORM LIKE NO OTHER

MINNESOTA ILLINOIS INDIANA MISSOURI NEBRASKA NORTH DAKOTA SOUTH DAKOTA

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EM-102

December 14, 2022

Assistant Chief Steve Betts  
City of Bellevue  
211 W 22<sup>nd</sup> Street  
Bellevue, NE 68005

**Subject: Proposal for one (1) Pierce Impel Pumper  
Proposal / Bid 1118**

Dear Assistant Chief Betts,

With regard to the above subject, please find attached our completed proposal.

**Pricing Summary:**

Sale Price – \$879,450.00\*  
*\*Sourcewell Consortium Pricing, City of Bellevue Member ID 1276.*

**Terms and Conditions:**

Taxes – Not Applicable  
Freight – F.O.B. – Appleton, WI / Shipping to Bellevue, NE  
Terms – Net due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI).  
Delivery – 35-39.5 months from receipt and acceptance of contract.



MINNESOTA ILLINOIS INDIANA MISSOURI NEBRASKA NORTH DAKOTA SOUTH DAKOTA

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Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

The specifications herein contained, shall form a part of the final contract, and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

This proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications.

The attached proposal is valid **until January 31, 2023**.

We trust the above and the enclosed to be full and complete at this time; however, should you have any questions or require additional information, please do not hesitate to contact me at 308-850-2811 or [todd.clyne@macqueengroup.com](mailto:todd.clyne@macqueengroup.com).

We wish to thank the City of Bellevue for the opportunity to submit our proposal.

Respectfully,

*Todd Clyne*

Todd Clyne  
Apparatus Sales  
MacQueen Equipment LLC  
DBA MacQueen Emergency Group

## PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between MacQueen Equipment, LLC, as Delaware corporation DBA MacQueen Emergency ("MacQueen"), and City of Bellevue, (customer) is effective as of the date specified in Section 3 hereof.

### 1. Definitions

- a. **"Product"** means the fire apparatus and any associated equipment furnished for the Customer by MacQueen, pursuant to the specifications.
- b. **"Specifications"** means the general specifications, technical specifications, orientation, and testing requirements for the Product contained in the MacQueen Proposal for the Product prepared in response to the Customer's request for proposal.
- c. **"MacQueen Proposal"** means the proposal provided by MacQueen attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. **"Delivery"** means the date MacQueen is prepared to make physical possession of the Product available to the Customer.

### 2. Purpose

This Agreement sets forth the terms and conditions of MacQueen's sale of the Product to the Customer.

### 3. Term of Agreement

This Agreement will become effective on the date it is signed and approved by MacQueen's authorized representative pursuant to Section 22 hereof ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

### 4. Purchase and Payment

The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$879,450.00 ("Purchase Price"). Prices are in US Funds.

**NOTE: Upon final inspection at the factory for pick-up or delivery, the customer will need to supply a "Certificate of Insurance" and "FULL PAYMENT" prior to release of the vehicle, unless prior arrangements for vehicle's release have been made.**

### 5. Future Changes

Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Company will document and itemize any such price increase for the Customer's approval before proceeding.

### 6. Agreement Changes

The Customer may request that MacQueen incorporate a change to the Products or the Specifications for the Products by delivering a change order to MacQueen; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit MacQueen to evaluate the feasibility of such change ("Change Order"). Within seven (7) business days of receipt of a Change Order, MacQueen will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. MacQueen shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by MacQueen's authorized representative. Only the listed customer person(s) specified on Exhibit A may be able to authorize and sign the Change Order.

**7. Cancellation/Termination**

In the event this Agreement is cancelled or terminated by a party before completion, MacQueen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by MacQueen; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. MacQueen endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by MacQueen upon sale of the Product to another purchaser, plus any costs incurred by MacQueen to conduct any such sale.

**8. Delivery, Inspection, and Acceptance****a. Delivery**

Delivery of the Product is approximately 35-39.5 months of the Effective Date of this Agreement. Risk of loss shall pass to Customer upon Delivery. Delivery shall be made and title shall pass upon Customer's complete fulfillment of its obligations arising under Section 4 hereof. Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

**b. Inspection and Acceptance**

Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish MacQueen with written notice sufficient to permit MacQueen to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by MacQueen within thirty (30) days from the Notice of Defect. In the event MacQueen does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

**9. Notice**

Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

**MacQueen Equipment, LLC**  
1125 7th Street East  
St. Paul, MN 55106

**City of Bellevue**  
Assistant Chief Steve Betts  
211 W 22nd Street  
Bellevue, NE 68805

**10. Standard Warranty**

The equipment sold herein will be manufactured by Pierce Manufacturing, Inc. and any warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Pierce's authorized representative and MacQueen.

**a. Disclaimer**

Other than as expressly set forth in this agreement, neither Pierce, its Parent Company, Affiliates, Subsidiaries, Licensors, suppliers, distributors, dealers, including without limitation, MacQueen, or other respective officers, directors, employees, shareholders, agents or representatives, make any express or implied warranties with respect to the products provided hereunder or otherwise regarding this agreement, whether oral or written, express, implied or statutory. Without limiting the foregoing, any implied warranty against infringement, and the implied warranty of condition of fitness for a particular purpose are expressly excluded and disclaimed. Statements made by sales representatives or in promotional materials do not constitute warranties.

**b. Exclusions of Incidental and Consequential Damages**

In no event shall MacQueen be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from MacQueen's own negligence, or otherwise.

**11. Insurance**

MacQueen maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

**Commercial General Liability Insurance:**

Products/Completed Operations Aggregate: \$ 2,000,000  
Each Occurrence: \$ 2,000,000

**Umbrella/Excess Liability Insurance:**

Aggregate: \$ 5,000,000  
Each Occurrence: \$ 5,000,000

*The Customer may request MacQueen to provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above.*

**12. Indemnity**

The Customer shall indemnify, defend and hold harmless MacQueen, its officers, employees, dealers, agents or subcontractors, from any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with the Customer's purchase, installation or use of goods sold or supplied by MacQueen which are not caused by the sole negligence of MacQueen or Pierce.

**13. Force Majeure**

MacQueen shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond MacQueen's control which make MacQueen's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

**14. Default**

The occurrence of one or more of the following shall constitute a default under this Agreement:

(a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) MacQueen fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with MacQueen.

**15. Relationship of Parties**

Neither party is a partner, employee, agent, or joint venture of or with the other.

**16. Assignment**

Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

**17. Governing Law; Jurisdiction**

Without regard to any conflict of law's provisions, this Agreement is to be governed by and under the laws of the state of Minnesota.



**18. Facsimile & Electronic Verified Signatures**

The delivery of signatures to this Agreement by facsimile transmission and/or electronic verified shall be binding as original signatures.

**19. Entire Agreement**

This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by MacQueen’s authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by MacQueen’s authorized representative.

**20. Conflict**

In the event of a conflict between the Customer Specifications and the MacQueen Proposal, the MacQueen Proposal shall control.

**21. Additional Orders**

Company, at its sole discretion, will allow the terms of this contract to be extended to both the Customer, as well as to other Municipal, State, or Federal agencies for similar unit(s). Company will allow tag on / additional orders for up to three (3) years from the date of contract execution. To facilitate pricing, Company will quote the original price plus manufacturer’s price increases or Producer’s Price Index (PPI) whichever is greater as it applies to either Fire Apparatus and/or commercial heavy truck industries. Additionally, any regulatory changes (NFPA, EPA, Engine Emissions, FMVSS, etc.) will also have to be added to the price as they become applicable. Change orders to the original specification will need to be authorized, signed, and accepted by Company. Any entity using this tag-on/additional orders program will be required to sign a new contract commencing the relationship. Additionally, if required by the Purchaser, any new tag-on / additional orders that require a “separate” Performance bond will be separately priced. This contract, including its appendices, embodies the entire agreement between the parties relating to the subject matter contained herein and merges all prior discussions and agreements. No agent or representative of Company has authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of amendments of this agreement, including any appendices, must be in writing and executed by an authorized representative of each of the parties hereto. No surety of any performance bond given by Company to the Customer in connection with this Agreement shall be liable for any obligation of Company arising under the Standard Applicable Warranty.

**22. Signatures**

This Agreement is not effective unless and until it is approved, signed and dated by MacQueen’s authorized representative.

Accepted and Agreed to:

**MACQUEEN EQUIPMENT, LLC**

**CITY OF BELLEVUE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT A – PURCHASE PAYMENT TERMS & CONDITIONS**

MacQueen Equipment, LLC  
1125 7th Street East  
St. Paul, MN 55106

Customer Name City of Bellevue Date December 15, 2022

Quantity	Chassis Type	Body Type	Price per Unit
1	Impel	Pumper	\$879,450.00

*\*Sourcewell Consortium Pricing, Member ID 1276.*

Only the below listed person(s) are authorized to make changes to product specifications on behalf of the Customer.

Name	Title
STEVE BETTS	ASSISTANT CHIEF
DONALD GIFFORD	BATTALION CHIEF

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any Company available options, including chassis models. Any addition or deletion may affect the unit price.

**"PAYMENT TERMS" 100% of contract price or any balance is due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI).**

**"TAXES" Federal, State, and Local Taxes are not included in the contract price.**

**"LATE PAYMENT" A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first thirty (30) days. The late fee increases to .044% per day until the payment is received.**

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to MacQueen.] All taxes, excises and levies that MacQueen may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by MacQueen to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent (1.5%) per month or such lesser amount permitted by law. MacQueen will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that MacQueen substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. MacQueen shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by MacQueen or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to MacQueen, MacQueen shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Minnesota.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF December 15, 2022 BETWEEN MACQUEEN AND City of Bellevue (customer) WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY MACQUEEN HEREIN.

Is Customer Name and Address listed on page 2 to be used on Certificate of Origin (CO)?  Yes  No

If not, please provide correct name and address to be listed on CO. \_\_\_\_\_

Is there a lienholder?  Yes  No

If yes, please provide lienholder information. \_\_\_\_\_

**EXHIBIT B – PROPOSAL OPTION LIST WITH WARRANTIES**

**SEE ATTACHED PROPOSAL OPTION LIST Bid Number 1118 Dated 12/14/2022 FOR ALL APPLICABLE  
OPTIONS AND WARRANTIES APPROVED WITH CONTRACT.**

**EXHIBIT C - PROPOSAL**

SEE PROPOSAL FOR Bid Number 1118 Dated 12/14/2022 .

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16i.  
1/17/2023

COUNCIL MEETING DATE: 01/17/2023		SUBMITTED BY: Administration	
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 Third 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 April 17, 2023 on the city property they are purchasing near South 36th Street and Granada Parkway. This is based on some delays they have continued to experience as a result of the city's ongoing 36th Street construction project. As a condition of exercising this second extension option under the Purchase Agreement, Redwood will shall deposit a \$10,000 "extension fee" as required in the PSA that will be credited to the purchase price of the property.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize Mayor to sign the Third Amendment to Purchase Agreement and Escrow Instructions with Redwood USA, LLC.

ATTACHMENTS:

- |   |                         |                         |
|---|-------------------------|-------------------------|
| 1. <input type="text" value="Third Amendment to Purchase Agreement and Escrow Instructions"/> | 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:



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

THIS THIRD AMENDMENT TO PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS (“Amendment”) is made effective January \_\_\_, 2023 (“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 (as amended, “Agreement”) for the purchase of owner of certain real property located southwest of the intersection of South 36<sup>th</sup> 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 Buyer shall have the right and option to exercise the second and final Extension without satisfying any Due Diligence contingencies, including, without limitation: completing the pre-application meeting with the applicable staff from the City of Bellevue, submitting its intended plat to the applicable staff from the City of Bellevue and heard before the Planning Commission and Bellevue City Council (and having had the same approved by the City Council), submitting its final plat mylars, recording the approved plat, and/or submitting its architecture and civil plans to the City of Bellevue in order to obtain applicable permitting (collectively, the “Extension Contingencies”). Buyer hereby exercises the second and final Extension of the Due Diligence Period and Section 5.B. is hereby amended to provide that the Due Diligence Period shall be extended until April 17, 2023.
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