

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

Tuesday, March 7, 2023 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE

2. INVOCATION - Dr. Rick 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 February 15, 2023 Bellevue Board of Health Minutes.

2. (*) Approval of the February 21, 2023 City Council Minutes.

3. (*) Acknowledge receipt of the Complete Streets Annual Report. (Planning Manager)

6. (*) APPROVAL OF CLAIMS.

7. SPECIAL PRESENTATIONS:

a. Presentation on the 2022 Annual Report with Grow Sarpy. (Jim Janicki)

8. ORGANIZATIONAL MATTERS:

a. (*) Recommend the reappointment of Rich Casey and Thomas Burns to the Hard Surface Committee. (Mayor Hike)

b. (*) Recommend approval of the 2023-2024 Budget Task Force. (Council President Cook)

c. Approve appointment of Aimee Bataillon as the City Attorney. (Mayor Hike)

9. APPROVED CITIZEN COMMUNICATION: NONE RECEIVED

10. LIQUOR LICENSES: NONE

11. ORDINANCES FOR ADOPTION (3rd reading):

a. Ordinance No. 4115: An ordinance to approve the Sale and Conveyance of one parcel of City Property to Jeffrey Nazeck and to authorize the Mayor to sign. (Administration)

b. Ordinance No. 4116: Request to rezone Lots 1 and 2, Compass Hill, being a replat of Tax Lot 8A, located in the Southeast 1/4 of Section 22, T14N, R13E of the 6th P.M., Sarpy County, NE, from AG to RD-60 for the purpose of single family residential development. Applicant: Habitat for Humanity of Sarpy County. General Location: 820 W. Avery Road (Planning Manager)

1. Request to small subdivision plat Lots 1 and 2, Compass Hill.

12. ORDINANCES FOR PUBLIC HEARING (2nd reading): NONE

13. ORDINANCES FOR INTRODUCTION (1st reading): NONE

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE

15. RESOLUTIONS:

a. Resolution No. 2023-06: Approve the proposed first amendment to the FY2022-2023 Budget for the Sarpy County Wastewater Agency and authorize the Mayor to sign. (Public Works Director)

b. +++ Resolution No. 2023-07: Approve and authorize the Mayor to sign Resolution No. 2023-07 to provide that the Sarpy County Election Commissioner shall be responsible for verification of voters. (Legal Department)

16. CURRENT BUSINESS:

a. Update from Mike Christensen, Chief Building Inspector, on the progress of bringing the

dwelling at 1607 Franklin Street and at 1611 Franklin Street back into habitable code compliance. (Chief Building Inspector)

b. Approve and authorize the Mayor to sign the Amendment to Agreement, dated March 15, 2022, with the Nebraska Humane Society (NHS) for animal control services. (Legal)

c. Approve and authorize the Mayor to sign the contract renewal with UKG Inc. for the Payroll and HRIS Software contract renewal, for the term of April 3, 2023 through April 2, 2026, in an amount not to exceed \$3,600.00. (HR Director)

d. Approve and authorize the Mayor to sign the Professional Service Supplemental Agreement No. 2 with Alfred Benesch & Company for the Municipal Separate Storm Sewer System (MS4) annual reporting, in an amount not to exceed \$23,265.00. (Public Works Director/Manager of Engineering Services)

e. Approve and authorize the Mayor to sign the agreement with Embris Group, LLC for the study and design of the Cedar Bluffs Lift Station project, in an amount not to exceed \$133,580.00. (Public Works Director)

f. Approve and authorize the Mayor to sign the agreement with Jacob Engineering Group Inc. for storm drainage projects, in an amount not to exceed \$349,673.00. (Public Works Director)

g. Approve and authorize the Mayor to sign the Novation Agreement with the United States of America for the VA lease. (Public Works Director)

h. Approve and authorize the Mayor to sign the Deed of Reconveyance and Substitution of Trustee for 609 Vernon Avenue, in an amount not to exceed \$6,893.35. (Finance Director/CDBG Program Specialist)

i. +++ Approve and authorize the Mayor to sign an Agreement for Verification of Voters between the City of Bellevue and Sarpy County Election Commissioner. (Legal Department/Clerk)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports ([February report attached to packet](#))

18. CLOSED SESSION:

a. Litigation Update

19. ADJOURNMENT

MINUTE RECORD

Bellevue Board of Health, February 15, 2023, Page 1

A meeting of the Bellevue Board of Health was called to order by Mayor Rusty Hike in the City Council Chambers at the Bellevue City Hall at 4:06 p.m. on the 15th day of February, 2023. Board Members Chief of Police Ken Clary, Council President Paul Cook, Dr. Tony Yonkers, and Dr. Jeff Akerson were present. Also present were Jim Ristow, City Administrator, and Interim City Attorney, Annie Mathews.

Notice of this meeting was given in advance thereof by posting in two public places and by publication in the Gretna Guide and News. All Board Members were notified of the meeting. The applicant received notification and the materials prior to the meeting. All proceedings shown were taken while the convened meeting was open to the public. The Board previously approved prior minutes via email. The minutes are accepted into the record.

Open Meetings Act

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

Appeal Decision of Nebraska Humane Society

Mayor Hike advised the Board of Health is meeting to hear and consider Mr. Dylan Nunez and Ms. Jairden Call's appeal of a Potentially Dangerous Dog (PDD) declaration on Markos by the Nebraska Humane Society (NHS). All documents were provided to the applicants by the City Clerk prior to today's hearing.

Mayor Hike questioned staff if there are any updates.

Deputy City Clerk, Ms. Shirley Harbin, advised the Board of Health Members at 3:50 p.m. today she received an email from Ms. Jairden Call. Ms. Call requested a continuance, due to being placed on bed rest due to pregnancy complications. Ms. Harbin advised the Board of Health Members did receive copies of the email.

Ms. Annie Mathews, Interim City Attorney, advised the Board a motion could be made to continue the meeting until Thursday, March 16, 2023 at 4:00 p.m.

Motion was made by Akerson, seconded by Yonkers, to continue the appeal of decision of Nebraska Humane Society declaring Markos as a Potentially Dangerous Dog to Thursday, March 16, 2023 at 4:00 p.m. Roll call vote on the motion was as follows: Hike, Clary, Cook, Yonkers, and Akerson voted yes; voting no: none; absent: none. Motion carried.

ADJOURNMENT

There being no further business to come before the Board at this time, on motion by Yonkers, seconded by Cook, at 4:08 p.m., the meeting was adjourned.

Shirley R. Harbin
Deputy City Clerk

Rusty Hike
Mayor, Board of Health

MINUTE RECORD

*5b2.
3/7/2023

Bellevue City Council Meeting, February 21, 2023, 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 21st of February, 2023 at 6:00 p.m. Present were Council Members Rich Casey, Paul Cook, Don Preister, Thomas Burns, and Kathy Welch. Absent: Jerry McCaw.

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. Rev. Darryl Keeney, Lighthouse Baptist Church, 3919 Green 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 Cook, seconded by Welch, to approve the agenda.

Motion was made by Cook, seconded by Burns, to amend the agenda by removing Item 16g. per the request of the Public Works Director. Roll call vote to approve the amendment was as follows: Casey, Cook, Preister, Burns, and Welch voted yes; voting no: none; absent: McCaw. Motion carried.

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

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Burns, seconded by Casey, to approve the consent agenda consisting of the following items: Approval of the February 7, 2023 Board of Equalization Minutes; Approval of the February 7, 2023 City Council Minutes; Approval of the January 10, 2023 Tree Board Minutes; and Approval of the Claims.

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

SPECIAL PRESENTATIONS: NONE

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION:

Kyle Rhone – Topic of Consideration

Mr. Kyle Rhone, 1908 Madison Street, was present to discuss his concerns on active citizenship and transparency. Council President Cook addressed some of his concerns and the city's procedure of the Budget and Audit Committee.

LIQUOR LICENSES: NONE

ORDINANCES FOR ADOPTION: (Third Reading): NONE

ORDINANCES FOR PUBLIC HEARING: (Second Reading)

Ordinance No. 4115: An ordinance to approve the Sale and Conveyance of one parcel of City Property to Jeffrey Nazeck and to authorize the Mayor to sign and request to small subdivision plat Lots 1 and 2, Compass Hill. (Administration)

Ordinance No. 4115: Ordinance No. 4115: An ordinance to approve the sale and conveyance of one parcel city property to Jeffrey Nazeck and to provide an effective date was read for the second time and public hearing was held.

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

MINUTE RECORD

Bellevue City Council Meeting, February 21, 2023, Page 2

Mayor Hike stated the third and final reading of Ordinance #4115 will be heard at the Council meeting on March 7, 2023.

Ordinance No. 4116: Request to rezone Lots 1 and 2, Compass Hill, being a replat of Tax Lot 8A, located in the Southeast 1/4 of Section 22, T14N, R13E of the 6th P.M., Sarpy County, NE, from AG to RD-60 for the purpose of single-family residential development. Applicant: Habitat for Humanity of Sarpy County. General Location: 820 W. Avery Road. (Planning Manager)

Ordinance No. 4116: An ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 3619 by changing the zone classification of land located at or about 820 West Avery Road, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the second time and public hearing was held.

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

Mr. Ken Mar, 1701 N. 24th Street, Omaha 68135, Area Director for Habitat for Humanity, was present to answer any questions.

Councilman Cook asked Mr. Mar if he was aware of a couple of letters that were received from citizens. Mr. Mar stated he was not. Tammi Palm, Planning Manager stated both letters were concerns with street layout. She stated for this application we are not dealing with the larger property Habitat owns but the property to south is what is being subdivided tonight which is Tax Lot 8A. Ms. Palm advised at this time there is no preliminary plat layout so it is premature to discuss a proposed street layout. When there is a preliminary plat that would be the time to discuss street layout concerns. Discussion ensued.

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

Mayor Hike stated the third and final reading of Ordinance #4115 will be heard at the Council meeting on March 7, 2023.

Mayor Hike read Item # 12b1. (Request to small subdivision plat Lots 1 and 2, Compass Hill) for the record and stated no action was required.

ORDINANCES FOR INTRODUCTION (First Reading): NONE

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

Request for a conditional use permit for Lot 1, Tiller's 5th Addition, for the purpose of a church in an existing commercial building. Applicant: The Glory Tabernacle Inc. General location: 1620 Wilshire Dr., Ste. 103. (Planning Manager)

Mayor Hike opened the meeting to a public hearing to give opportunity for individuals to speak in favor of or in opposition to the request for a conditional use permit for Lot 1, Tiller's 5th Addition, for the purpose of a church in an existing commercial building.

Pastor Clifton Hobbs, 2910 Sheridan Road, representing The Glory Tabernacle, was present to answer any questions.

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 Casey, seconded by Welch to approve the request for a conditional use permit for Lot 1, Tiller's 5th Addition, for the purpose of a church in an existing commercial building.

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

Request for a conditional use permit for Lot 1, First Presbyterian Church of Bellevue, for the purpose of a 165' monopole tower. Applicant: New Cingular Wireless PCS, LLC. General location: 1220 Bellevue Blvd. S. (Planning Manager)

Mayor Hike opened the meeting to a public hearing to give opportunity for individuals to speak in favor of or in opposition to the request for a conditional use permit for Lot 1, First Presbyterian Church of Bellevue, for the purpose of a 165' monopole tower.

Ms. Annie Mathews, Interim City Attorney, provided some context not only for council but also for citizens here tonight on this item. It is for a proposed Cellular Tower and is regulated by the Telecommunications Act of 1996 which has specific limitations set for local governments in their ability to deny towers such as this.

Mr. Steve Ward, 15 Park Place, Swansea, Illinois, representing AT & T Mobility and their application for this communication facility at the First Presbyterian Church. He gave a summary of this location and facility and stated he was here to answer any questions. A map was shown that shows their coverage

MINUTE RECORD

Bellevue City Council Meeting, February 21, 2023, Page 3

and where they would like to improve their coverage. Councilman Casey asked for explanation on several questions he has about this site. Casey stated he has some concerns on how this impairs property values and about the tower being counterproductive in the beautification of Olde Towne. Discussion ensued.

Councilwoman Welch asked what the dimension of the zone is that they need to place a cell tower. Mr. Ward explained the process used to identify a site.

Councilman Cook asked if it is necessary for the tower to be 165'. Mr. Ward stated this is what their engineers said is needed to get coverage. Further discussion ensued.

Ms. Beth Conoan, 1209 Bellevue Blvd. South, stated she lives across the street from the First Presbyterian Church. Both her and her husband are opposed to the application for a Conditional Use Permit for the construction of this 165' tower. She stated they oppose this tower due to the enormity and feel it will diminish the property value of homes in the area.

Mr. Mike Christensen, 1105 Bellevue Blvd. South, asked if one of the towers already constructed in the area would be able to house the antenna on the new proposed tower. He stated he would like to see a map showing coverage if their antenna was placed on an existing tower in that area.

Mr. Pat Leonard, 1106 Bellevue Blvd., questions whether co-locations of antennas would have to go through this process or is it just for construction of the tower. Ms. Tammi Palm, Planning Manager, stated this is just for the location of the tower so would not need to be done for co-locations. He asked if there is any consideration on the radiation effects on the pre-school kids on property.

Mayor asked if there was a possibility to put up two smaller towers instead of one big tower. Mr. Ward stated this typically doesn't work due to way these propagate plus this would add extreme costs.

Casey asked about status of FAA approval. Mr. Ward stated they are waiting for it. Casey asked if core samples will be taken after approval is received. Mr. Ward stated that was correct. Discussion ensued.

Mr. Christensen stated he would like to see AT&T look at the other two towers for space before deciding tonight.

Mr. Jeff Nazeck, 1410 Franklin Street, stated he has heard fantastic questions and options to look at tonight. He said since the city is looking to promote Olde Towne Bellevue and feels this tower would degrade the area and be an unattractive site. He also stated he doesn't think a decision should be made tonight because he feels there are questions needing answered.

Mr. William Ford, 1300 Lord Blvd., stated he also opposes the tower and asks that a decision is delayed until more information is gained.

Mr. Kyle Rhone, 1908 Madison Street, asked what the megabit per second would be for data.

Councilman Preister said that he feels the Council is in an awkward position because federal law overrides what can be done locally. He stated he is sensitive to all the citizens and their concerns. Preister said he feels we have some wiggle room to delay a decision on this. Further discussion followed.

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

Motion was made by Preister, seconded by Casey to delay this item until March 21, 2023 to assess alternative sites for feasibility of location.

Roll call vote to approve delaying this item until the March 21, 2023 meeting was as follows: Casey, Cook, Preister, Burns, and Welch voted yes; voting no: none; absent: McCaw. Motion carried.

RESOLUTIONS:

Resolution No. 2023-04: Request to approve the Redevelopment Plan for Lot 2, Heere and Theere Addition. Applicant: Heere, Theere & Everywhere, LLC. General location: 2306 Lincoln Rd. (Public Hearing Required) (Planning Manager)

Mayor Hike opened the meeting to a public hearing to give opportunity for individuals to speak in favor of or in opposition to Resolution No. 2023-04: Request to approve the Redevelopment Plan for Lot 2, Heere and Theere Addition. Applicant: Heere, Theere & Everywhere, LLC.

Mr. Robby Ryan, 14006 Charles, Omaha 68514, representing Heere, Theere & Everywhere, and Mr. Brian Moffet, 5701 South 166th Street, Omaha 68135, with the Development Team, were present to answer any questions.

Councilman Cook asked if there was any kind of diagram that shows where the 15 garages are located and the outdoor parking. Mr. Moffett stated the units being described are Carriage House units so they are designed with residential units above garages. Further discussion ensued.

MINUTE RECORD

Bellevue City Council Meeting, February 21, 2023, Page 4

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

Motion was made by Cook, seconded by Welch, to approve Resolution No. 2023-04: Request to approve the Redevelopment Plan for Lot 2, Heere and Theere Addition. Applicant: Heere, Theere & Everywhere, LLC. Roll call vote to approve the motion was as follows: Casey, Cook, Preister, Burns, and Welch voted yes; voting no: McCaw; absent: none. Motion carried.

CURRENT BUSINESS:

Approve the Environmental Review Record and the HUD Form 7015.15 – Request for Release of Funds and Certification and authorize the Mayor & submit to HUD (CDBG Program Specialist)

Motion was made by Welch, seconded by Preister to approve the Environmental Review Record and the HUD Form 7015.15 – Request for Release of Funds and Certification and authorize the Mayor & submit to HUD.

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

Approve the Thirteenth Extension to the Contract with Justin Thoms for Custom Farming approximately 36 acres at 36th and Capehart Road, in an amount not to exceed \$17,519.84 and the Thirteenth Extension to the Contract with Justin Thoms for Custom Farming approximately 62 acres near the Bellevue Sports Complex, in an amount not to exceed \$13,181.20 and to Waive Council Policy 4 requiring solicitation of bids on goods and services costing more than \$30,000.00. (Finance Director)

Motion was made by Preister, seconded by Burns, to approve the Thirteenth Extension to the Contract with Justin Thoms for Custom Farming approximately 36 acres at 36th and Capehart Road, in an amount not to exceed \$17,519.84 and the Thirteenth Extension to the Contract with Justin Thoms for Custom Farming approximately 62 acres near the Bellevue Sports Complex, in an amount not to exceed \$13,181.20 and to Waive Council Policy 4 requiring solicitation of bids on goods and services costing more than \$30,000.00.

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

Approve the purchase of a vehicle for the Police Department, to replace a marked cruiser totaled in a crash, in an amount not to exceed \$39,514.00. (Chief Clary)

Motion was made by Casey, seconded by Welch, to approve the purchase of a vehicle for the Police Department, to replace a marked cruiser totaled in a crash, in an amount not to exceed \$39,514.00. . (Public Works)

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

Approve and authorize the Mayor to sign Amendment #4 with Jacobs Engineering Group Inc. for Storm Drainage Projects, in an amount not to exceed \$22,137.00. (Public Works Director)

Motion was made by Cook, seconded by Welch, to approve and authorize the Mayor to sign Amendment #4 with Jacobs Engineering Group Inc. for Storm Drainage Projects, in an amount not to exceed \$22,137.00.

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

Approve and authorize the Mayor to sign the Professional Engineering Service Agreement Amendment #1 for the 36th Street and Blaine Avenue Traffic Signal Modifications, in an amount not to exceed \$18,650.00. (Public Works Director)

Motion was made by Cook, seconded by Burns, to approve and authorize the Mayor to sign the Professional Engineering Service Agreement Amendment #1 for the 36th Street and Blaine Avenue Traffic Signal Modifications, in an amount not to exceed \$18,650.00.

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

Approve and authorize the Mayor to sign City of Bellevue, Nebraska Police Officer's Retirement Plan and Trust Restatement for Certain Police Officers. (Administration/HR)

Motion was made by Casey, seconded by Preister, to approve and authorize the Mayor to sign City of Bellevue, Nebraska Police Officer's Retirement Plan and Trust Restatement for Certain Police Officers.

MINUTE RECORD

Bellevue City Council Meeting, February 21, 2023, Page 5

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

ADMINISTRATION REPORTS: Comments must be limited to items on the current reports (February Report will be attached to March 7th Packet)

CLOSED SESSION: NONE

ADJOURNMENT

There being no further business to come before the Council at this time, on motion by Welch, seconded by Burns, the meeting was adjourned at 7:52 p.m. Roll call vote on motion to adjourn was as follows: Casey, Cook, Preister, Burns, and Welch voted yes; voting no: none; absent: McCaw. Motion carried.

Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on February 21, 2023; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Susan Kluthe, City Clerk

*5b3.
3/7/2023

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 03/07/23		SUBMITTED BY: Tammi Palm, Planning Manager	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input checked="" type="checkbox"/>	

SUBJECT:

Complete Streets Annual Report

SYNOPSIS/BACKGROUND:

The attached report includes activities undertaken by both city staff and the Citizen Complete Streets Advisory Panel to further advance complete streets principles within the city. Ordinance No. 3921 requires an annual report from the City Administrator to the City Council showing the progress made in implementing complete streets.

FISCAL IMPACT:: None 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:

No action is required by the City Council. This report is for informational purposes only.

ATTACHMENTS:

- 1. Complete Streets Annual Report
- 2.
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:






Bellevue Citizen Complete Streets Advisory Panel (CCSAP) 2022 Report

As required by the Bellevue Complete Streets Ordinance No. 3921, this report is made by the CCSAP to be a part of the annual required report.

Our CCSAP mission: To provide that transportation improvements are planned, designed, and constructed to encourage walking, bicycling and transit use while promoting safe and efficient operation for all users.

CCSAP Accomplishments for 2022 include:

- Conducted CCSAP work meetings with recorded minutes. Available minutes are attached.
 - Compiled and submitted the 2022 CCSAP Report to the City Council.
 - Researched complete streets policies locally as well as nationwide.
 - Attended Heartland 2050 meetings
 - Communicated with city staff regarding Smart Growth America, Goal Zero, Smart Cities, Smart Grid, and the American Public Transportation Association.
 - Attended Smart Cities planning and working meetings
 - Attended MAPA Board meetings
 - Attended meetings for Metro Next Bus Study and the System Safety Analysis Workshop
 - Worked on integrating complete streets principles and provided feedback on the city's Fort Crook Road Redevelopment Plan update and the Parks Master Plan update
 - Researched trends nationally and internationally regarding biking, walking, city design, electric biking, Walk America, and complete streets.
- CCSAP members performed 243 hours of professional service:
- Total year contribution of labor is \$7,278
 - Total cumulative contributions value is \$61,315

CCSAP volunteers:

John Perrin
Leland Jacobson
Lisa Pietsch
Randall Lasenburg
Stephen Lange-Ramos

Supported by:

Tammi Palm, Planning Manager
Dave Goedeken, Public Works Engineering Manager
Angela Curry, Assistant Planning Manager

In accordance with Ordinance No. 3921, the City Administrator is required to provide the City Council with an annual report showing the progress made in implementing complete streets. During 2022, Complete Streets activities were conducted by city staff (Planning and Public Works Departments) and the Citizens Complete Streets Advisory Panel.

City staff activities conducted to further the Complete Streets program include:

- Staff attendance at Citizens Complete Streets Advisory Panel meetings
- Participation in various MAPA committees including the Coordinated Transit Committee and others
- Continued work on the design and construction of 36th Street improvements. Phase 1 of the project will add a sidewalk and trail along 36th Street from Bline Ave. to Blackhawk Dr. Phase 1 construction began in October 2020 and is scheduled to be complete by June 2023. Phase 2 of the project will add sidewalk and trail along 36th Street from Blackhawk Dr. to Platteview Rd. Phase 2 design is approximately 90% complete and construction is anticipated to begin in 2024.
- Completed construction of improvements to Gregg Road east of 25th Street. The project included construction of sidewalk along the south side of Gregg Road from 25th Street to 21st Street.
- Continued design for Capehart Road improvements, which will include completion of trail and sidewalk between 25th Street and 36th Street.
- Membership on the MAPA Transportation Technical Advisory Committee and attendance at monthly meetings
- Lions Gate Subdivision – Construction is continuing. General obligation sidewalks and ADA curb ramps were constructed in 2021.
- Cedar Grove Subdivision – Trail along the south side of Birchwood Drive from 48th Street to 51st Street was constructed in 2021, in addition to numerous ADA curb ramps throughout the subdivision.
- Falcon Pointe Subdivision – Construction is continuing. Sidewalks and trails in Falcon Pointe's park were constructed in 2021.
- Belle Lago – Construction is continuing. Development of the multi-family portion of the subdivision is anticipated in 2023, including construction of trail along 48th Street from Lawnwood Drive to Capehart Road.
- Belle Lago South - Preliminary plat includes trail connection to Clearwater Falls, as well as trails throughout the subdivision which provide connections to future projects. Trail plans have been approved and are expected to be constructed in 2023.
- Constructed 29 ADA curb ramps during the annual overlay and concrete projects.
- The Street Department constructed 12 ADA curb ramps as part of their routine maintenance work.
- Attended sessions at a statewide planning conference regarding complete streets and connectivity in cities.
- Attended meetings of the MAPA Transportation Safety Workshop.

In 2023, it is the intent of City staff to continue working with the Citizen Complete Streets Advisory Panel and others involved in transit planning to implement complete streets principles wherever possible, including road improvement projects and new subdivisions.

Ordinance No. 3921 includes performance measurements to judge the effectiveness of the Complete Streets program. These measurements include:

- The miles of bicycle routes created – no new routes were signed in 2022; however, this is an on-going project and new routes will be signed as determined by the CCSAP and City staff.
- New linear feet of pedestrian accommodation – As infrastructure improvements continue in Fairview South 2, Hyda Hills 2, Liberty Phases I and II, Spring Ridge, Lion’s Gate, Belle Lago, Belle Lago South, Falcon Pointe, Alta Collina, and Cedar Grove Phase II, new sidewalks will be installed on all streets.
- Increase in use of public transportation, bicycling, and walking - The total monthly ridership statistics for Omaha Metro are attached. Metro saw an overall decline on their Express riderships through 2021 and the COVID-19 pandemic; however, the numbers are showing good signs of recovery. The Bellevue Express route is regaining ridership better than many of Metro’s other express routes. Staff will continue to meet with Metro and monitor the performance of the Bellevue Express route.

A new B Cycle station was constructed in July 2021 at the Twin creek Trail Head near 36th Street and Raynor Parkway. Data from 2022 shows the Bellevue bike share station was Heartland Bike Share’s 4th busiest station out of 85 stations throughout the Omaha metro. It had 2,039 trips during this timeframe.

- The increased efficiency of traffic flow using sophisticated traffic control devices, turn lanes, traffic circles, and the leveling or decrease of transportation-related accidents – the Public Works Department continues to monitor signal timing and traffic flow at the busy intersections of 25th St./Highway 370, 36th St./Highway 370, and 15th St./Cornhusker Rd., and adjusts as needed. As new subdivisions are developed, roundabouts are being utilized as traffic calming measures as well as to promote traffic efficiency.
- The miles of connection added between trails - the Lions Gate, Falcon Pointe, and Belle Lago subdivisions are installing approximately three-quarters of a mile of trails along the South 48th Street corridor as part of their infrastructure. These trails will connect with the existing South 48th Street trail, adjacent to the Cedar Grove subdivision. Additional

trails have been approved as part of the Belle Lago South subdivision, which will connect with the Clearwater Falls trail. The 36th Street project from Bline Avenue to Blackhawk drive includes approximately 2miles of trails.

CCSAP Meeting Minutes February 3, 2022

The Citizen Complete Streets Advisory Panel held a regular meeting on Thursday February 3, 2022, at 8:30 a.m. in the training conference room. Present were members Leland Jacobson, John Perrin, and Lisa Pietsch. Tammi Palm, Planning Manager, and Dean Dunn, Engineering Manager, were also present. Absent was member Stephanie Hanson.

Tammi indicated staff was preparing the annual report for City Council. The complete streets ordinance requires this report, which is typically presented in March. Tammi asked the members to submit any volunteer hours they had for 2021 so this information could be provided in the annual report.

Tammi told the panel about some single family and multi-family residential developments currently in the public hearing process. These include Lakewood West, Belle Lago townhomes, and Spring Ridge Phases IV and V. Tammi summarized the developments to include the various housing, as well as trails, sidewalks, and street layouts. This generated discussion on generational changes and transportation needs in core downtown areas, as well as in our suburban neighborhoods. The panel discussed the Omaha streetcar proposal along with the city's vision for downtown parking. John pointed out several Omaha pedestrians have been killed the past year. This led to a discussion about crosswalks and how they may or may not be defined. Leland mentioned MAPA is focusing on pedestrian safety and is planning for an upcoming complete streets discussion.

John initiated conversation regarding sidewalks and how the city views them as the adjacent property owners' responsibility versus how they should be seen as more of a "pedestrian lane" and maintained as such. The panel talked about current city policy on sidewalk design and maintenance and where these regulations are contained. John again stressed the need for the city to have a policy in place for when sidewalks are closed for construction purposes.

Tammi shared end of the year stats for B Cycle. Our Twincreek station finished as the 6th overall busiest station out of the network's 80 stations. She indicated Don Preister was facilitating conversations between Benny Foltz (Heartland Bike Share) and Bellevue University officials for a possible 2nd station at the university. Leland reminded the panel B Cycle is offering a military discount. Additionally, Offutt AFB may start to offer passes which can be checked out and utilized free of charge.

Tammi and Dean provided an update on the Parks Master Plan. The steering committee began meeting last week, and in the coming weeks and months the city's consultant will begin the process of community engagement. There will be a number of ways in which to get involved, and staff encouraged the panel to do so and to facilitate this conversation with their friends and neighbors as well.

Tammi also shared an update on the Fort Crook Road Plan refresh. She indicated the consultant is still in the process of putting everything together, so there was not much to share at this point. Tammi stated public transportation continues to be the focus of the updated plan for the roadway.

Tammi mentioned one of the short-term goals listed in the city's Comprehensive Plan is that of wayfinding, and she would like to bring this process with the panel. The idea of wayfinding was discussed and the ways in which it could be utilized. Tammi asked for the panel's assistance in

identifying landmarks and ideas for which signage could be used throughout the city. She will send out links to some helpful articles regarding wayfinding.

Meeting adjourned at 9:55 a.m.

Next meeting: TBD

CCSAP Meeting Minutes May 12, 2022

The Citizen Complete Streets Advisory Panel held a regular meeting on Thursday May 12, 2022, at 8:30 a.m. in the training conference room. Present were members Leland Jacobson, John Perrin, and Lisa Pietsch. Tammi Palm, Planning Manager, and Dean Dunn, Engineering Manager, were also present. Absent was member Stephanie Hanson and Randall Lasenburg.

Tammi announced a new CCSAP member had recently been appointed. Randall Lasenburg is the newest member willing to serve. Unfortunately, he was unable to be present. We welcome him to the committee.

John had requested an agenda item concerning connectivity to the city's new library location at 2206 Longo Drive. Prior to the meeting, Dean had prepared a map showing the existing gaps in sidewalks in the area immediately surrounding the library. He provided measurements of linear feet of sidewalk necessary, as well as an approximate cost to install 4' sidewalk. Dean estimates roughly \$150,000-200,000 in new sidewalks will be needed to provide connectivity to adjacent areas. A discussion regarding a potential crossing at Galvin Road and Harvell Drive was also discussed. Dean stated he was hesitant to stripe a crosswalk as he believed from an engineering perspective it was not safe to do so. John referred to an article he had emailed out to the committee and discussed the concept of walkability. He stated the library should be accessible by all means of transportation from anywhere in the city. There was much discussion as to what the overall goal is with complete streets versus reality with budget constraints. It was discussed while there should be a practical aspect to complete streets, the city (with the assistance of the CCSAP) should also be visionary.

The conversation shifted to the crosswalks (or lack thereof) at the intersection of Fort Crook Road and Cornhusker Road. Tammi stated Lockwood Development is the owner of the property at the northwest corner of the intersection and they have been discussing potential commercial development of this property with the city. They recently submitted a traffic study, and improvements will be likely as a result. She indicated this will be an opportunity for the intersection to be looked at from an engineering perspective and potential improvements made for connectivity as well. There was conversation regarding how that corridor could be safely utilized by cyclists as well as pedestrians.

Leland mentioned the recently approved Redwood development south of DJ's Dugout along South 25th Street. He stated these types of developments are reasons for looking at the city's corridors and overall plans for connectivity.

Tammi provided an update on the Master Park Plan. Next week the city's consultant is kicking off a series of public open houses for people to provide input. An invitation was sent to CCSAP and she encouraged everyone to participate and help spread the word.

Tammi stated a draft of the Fort Crook Road plan was recently provided to staff by HDR. She indicated it is her intention to have CCSAP have a first look at the draft and provide input directly to Doug Bisson, HDR. She stated a link would be forthcoming and asked the panel to keep the draft document confidential at this point. She will schedule an upcoming meeting to discuss.

Tammi also provided updates on B Cycle and MetroNEXT. The Twin Creek B Cycle station continues its strong performance and is holding at the 6th busiest overall for the Heartland Bike Share metro area network. MetroNEXT was recently approved by the Metro Board of Directors. Discussion ensued regarding the adopted plan and what effect this could have on the Metro system.

Dean provided an update on the 36th Street construction. He stated they are a little behind schedule; however, remain optimistic on the overall timeline for the project. They poured the Sheridan Road connection yesterday. He stated they continue to work north of Capehart Road on utility and grading work. Dean mentioned Phase 2 is behind based on design re-evaluation. He stated it is likely that construction won't begin until 2024. Phase 2 consists of Sheridan Road south to Platteview Road. Dean stated the 2022 concrete projects include Chandler Road to Bellevue Boulevard North resurfacing. ADA ramps and storm inlets are also being constructed with this project. The improved parking lot at Stonecroft Park is in progress. He mentioned they were pouring concrete today. They are also doing a trail improvement as part of that project. There was discussion surrounding whether or not the city provides bike racks in parks.

Meeting adjourned at 10:13 a.m.

Next meeting: June 9th at 8:30 a.m. in the EOC Conference Room – 1500 Wall Street building

*****Please note change of location from our regular meetings.***

CCSAP Meeting Minutes June 9, 2022

The Citizen Complete Streets Advisory Panel held a regular meeting on Thursday June 9, 2022, at 8:30 a.m. in the EOC conference room. Present were members Leland Jacobson, John Perrin, Randall Lasenburg, and Lisa Pietsch. Tammi Palm, Planning Manager, and Dean Dunn, Engineering Manager, were also present.

Doug Bisson and Andy Gorham, HDR, presented the draft Fort Crook Road plan update. They provided an overview of the Plan, which incorporates complete streets principles and transit-oriented development. The Plan incorporates a bus rapid transit (BRT) line from Omaha Metro. After the presentation by HDR, the CCSAP provided feedback.

Jacobson expressed concern about “sucking life” out of Bellevue at the expense of Omaha. He mentioned the heart of the Plan seems to be moving people out of Bellevue to Omaha. He asked what types of jobs would follow the transit-oriented development (TOD) proposed. Bisson stated increased residential density was the goal, which would create commercial opportunities. Bisson mentioned Bellevue lacks vision and has allowed industrial uses along Fort Crook Road. This went against the original Fort Crook Road Plan. He stated it’s important to create a vision and a plan for the future.

There was discussion about what would come first: the BRT or development.

Jacobson again reiterated we should focus on Bellevue. Lasenburg stated it was important to look at the cost to Bellevue, the impact of the proposed plan, ridership of the BRT (does it warrant all of the steps it would take to implement), timing, as well as environmental remediation.

There was conversation regarding phased development without a BRT, and the problem with no data or numbers to show BRT will work. There was further discussion on the need for the Plan to be “Bellevue centric.”

Jacobson and Pietsch agreed the introduction of the Plan could be restructured to put the focus on Bellevue. They both indicated citizens are sensitive to this. Bisson mentioned Metro/MAPA will not fund a BRT line with no Omaha connection, as that would not make sense.

Jacobson inquired if there were park and ride opportunities in other locations besides the one proposed at Fort Crook Road and Fairview. He also mentioned there was not much room in the Plan for the expansion of Bellevue University. He stated this is an issue in other areas of the Plan as well. Conversation ensued on these topics.

Perrin pointed out the differences between the 2008 study and the 2022 study. He stated there is a shift in the way cities need to work. He mentioned good leaders listen to what people should have and we have changed the ways we think about moving people. Perrin stated we have too many cars and the pandemic changed the things. He also pointed out our reliance on fossil fuels. Perrin advised we should be mitigating traffic congestion. He stated neighborhoods where people don’t need to have a car are the goal. Perrin praised the draft Fort Crook Road Plan for all of these reasons.

Jacobson again questioned the BRT benefit to Bellevue. This initiated discussion to the advantages and possible disadvantages of a BRT along Fort Crook Road. Perrin stated HDR is solving problems, not selling the idea of the BRT.

Bisson stated the BRT will drive development, and this is where the development interest in the corridor will come from. He pointed to the Aksarban area in Omaha as an example of the type of development Bellevue could attract. Bisson stated the city needs to provide the framework and the Plan is only a vision. Perrin again pointed out the BRT is an essential option to cars. Discussion ensued regarding the funding for a BRT line.

The meeting concluded by a summary of the next steps for the Plan and the forthcoming public discussions in front of Planning Commission and City council.

Meeting adjourned at 10:00 a.m.

CCSAP Meeting Minutes December 5, 2022

The Citizen Complete Streets Advisory Panel held a regular meeting on Monday December 5, 2022, at 8:30 a.m. in the training conference room. Present were members Leland Jacobson, John Perrin, Randall Lasenburg, Lisa Pietsch, and Stephen Lange-Ramos. Tammi Palm, Planning Manager, was also present.

Jeff Spiehs and Sydney Embray, Lamp-Rynearson, were present to speak with the CCSAP in regards to the 60% draft of the Parks Master Plan. They provided an overview of the working draft and the process to this point.

The CCSAP members were in agreement the city needs a more interactive process for communication regarding parks information (amenities, upcoming events, new projects, etc.). Smart forms were discussed, as were other options the city could invest in once the planning process was complete.

CCSAP provided feedback as to the graphics, maps, and proposed park zones. Information was suggested to make the plan easier to decipher and more user-friendly.

Embray mentioned in her research she found Lynchburg, VA has a very good website. She stated Lynchburg is similar in size and demographic to Bellevue.

The Lamp-Rynearson team showed the panel members some examples of the park profile pages they are working on for the plan.

Discussion ensued regarding the timing of finalizing the plan and the public hearing process. Spiehs stated they would provide the CCSAP with a draft of the plan in its entirety prior to moving it forward to public hearing.

Meeting adjourned at 9:45 a.m.

95 Express Avg Daily Ridership	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2021	6	10	14	11	13	19	10	14	19	12	12	9	151
2022	11	13	19	19	13	23	22	28	29	22	15	8	222
% Change	89.4%	37.2%	35.0%	65.4%	-5.1%	19.6%	110.9%	93.1%	50.4%	74.3%	30.1%	-5.7%	47.2%

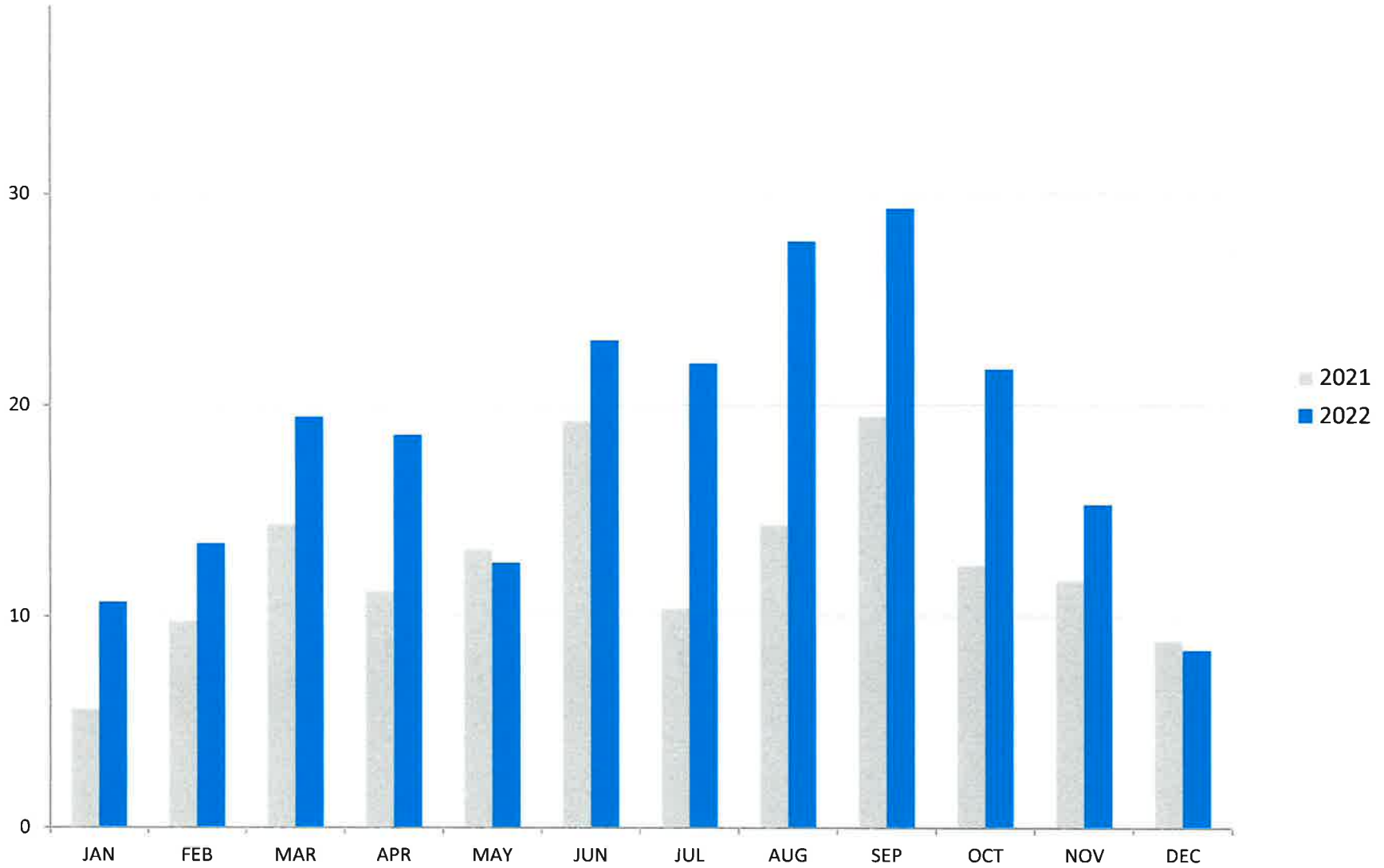
95 Express Total Monthly Ridership	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2021	107	196	331	247	264	424	229	316	409	261	246	204	3,234
2022	224	269	447	390	263	507	439	638	615	455	320	184	4,751
% Change	109.3%	37.2%	35.0%	57.9%	-0.4%	19.6%	91.7%	101.9%	50.4%	74.3%	30.1%	-9.8%	46.9%

All Express Avg Daily Ridership	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2021	80	77	83	80	103	120	108	142	143	124	124	115	1,300
2022	95	99	113	111	119	137	155	155	146	135	125	69	1,459
% Change	17.8%	28.4%	36.6%	37.7%	15.3%	14.0%	43.3%	9.3%	1.7%	8.8%	1.4%	-40.0%	12.2%

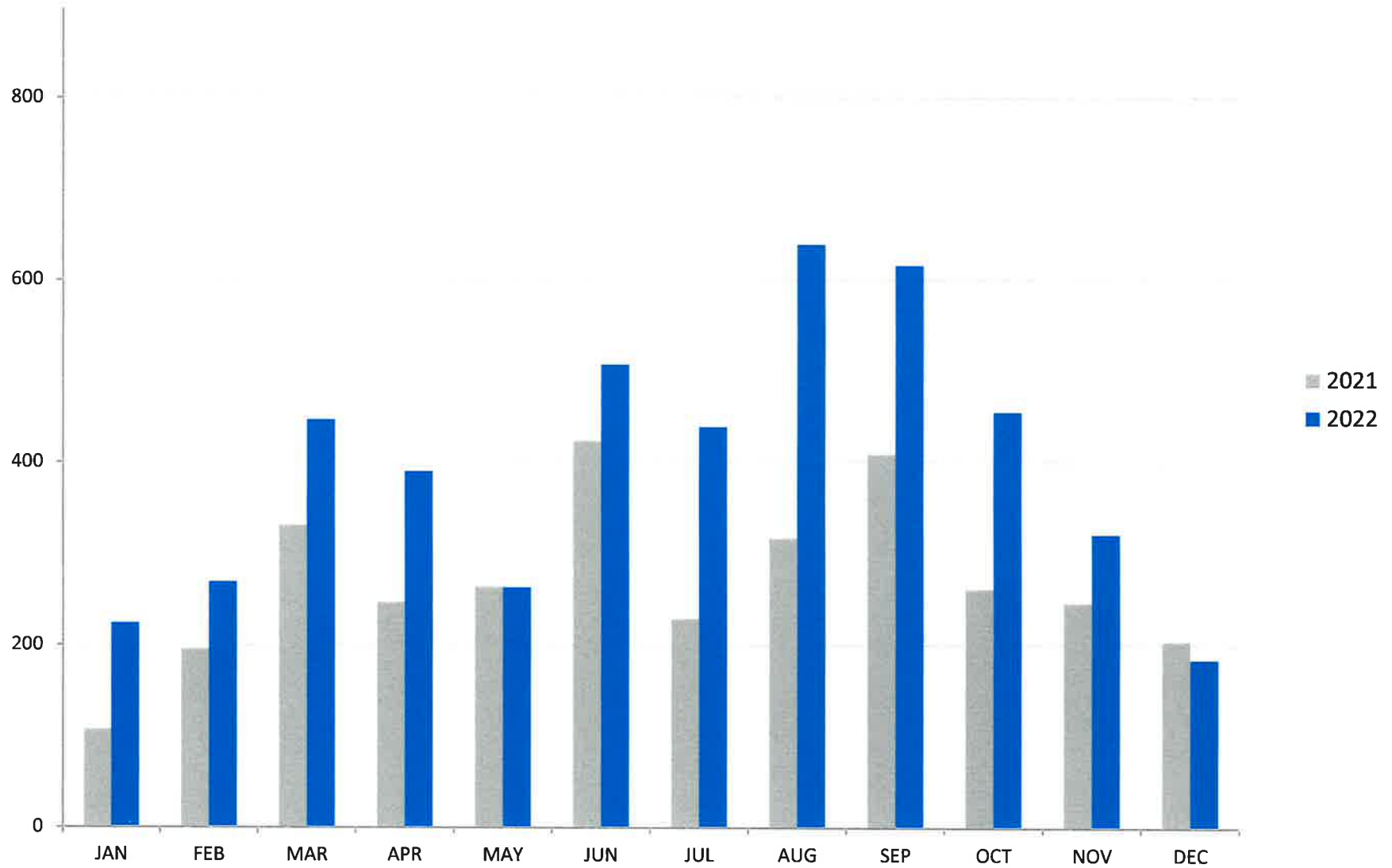
2021 WD count	19	20	23	22	20	22	22	22	21	21	21	23	256
2022 WD count	21	20	23	21	21	22	20	23	21	21	21	22	256

2021 Total Express	1,524	1,540	1,905	1,767	2,065	2,650	2,382	3,120	3,005	2,611	2,597	2,644	27,810
2022 Total Express	1,985	1,977	2,602	2,322	2,499	3,022	3,103	3,566	3,057	2,842	2,633	1,518	31,126

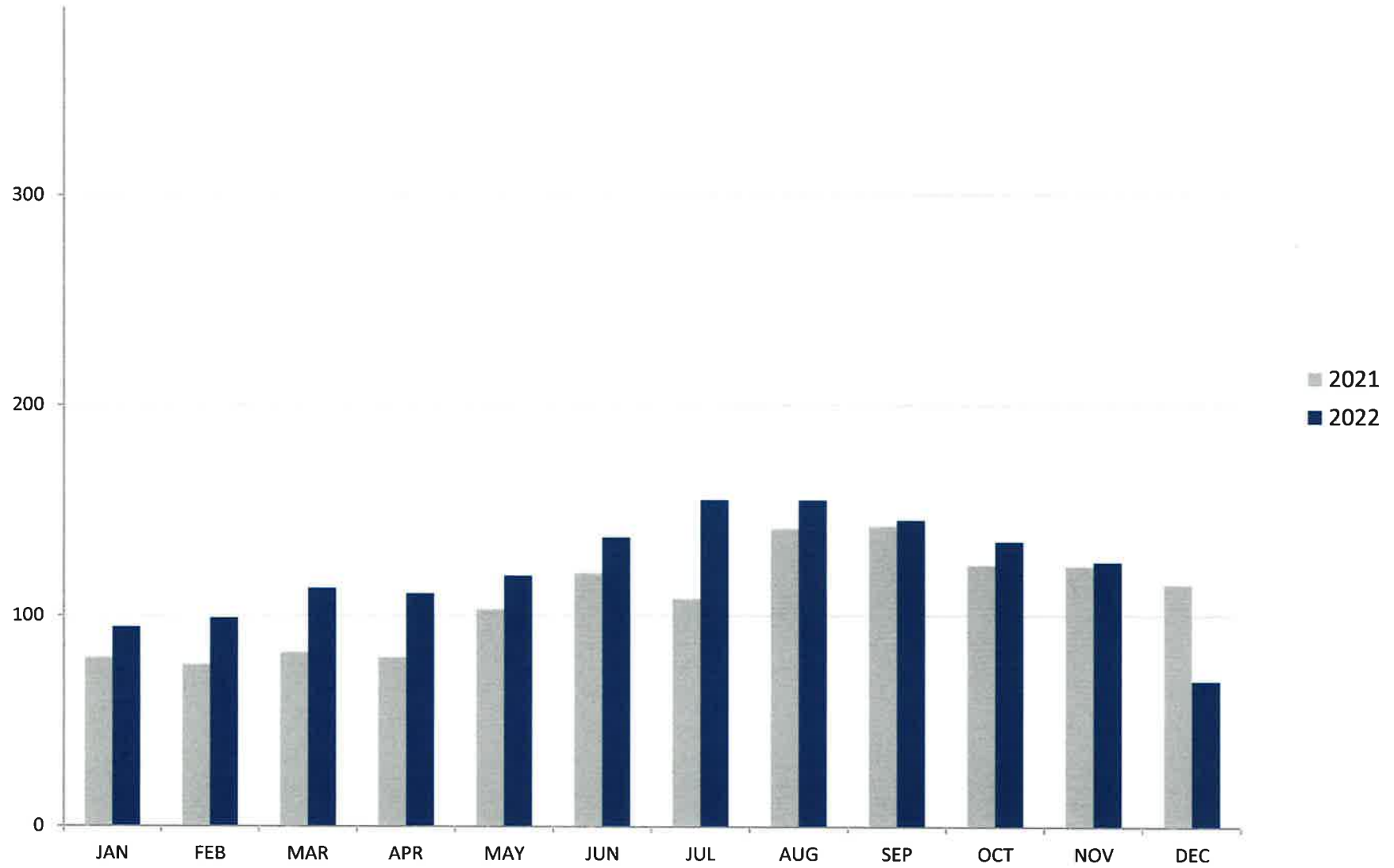
Bellevue Express - Average Weekday Ridership



Bellevue Express - Total Monthly Ridership



All Express Routes - Average Weekday Ridership



Kiosk Checkout Report

Generated on: 2/14/2023 9:44:48 AM

Kiosk ID	Kiosk	Checkouts	Average Checkouts Per Day
1	Bob Kerrey Pedestrian Bridge	5420	14.85
2	Chalco Hills	3542	9.70
3	Tom Hanafan Park	3299	9.04
4	36th & Raynor Parkway (Bellevue)	2039	5.59
5	11th & Jackson	1814	4.97
6	45th & Emile	1434	3.93
7	16th & Hamey	1395	3.82
8	39th & Jackson	1337	3.66
9	22nd & St. Mary	1247	3.42
10	67th & Frances	1219	3.34
11	First Street Plaza (Papillion)	1155	3.16
12	11th and Capitol	1111	3.04
13	12th & Hamey	1105	3.03
14	Aksarben Drive	1093	2.99
15	33rd & California	1087	2.98
16	40th & Famam	977	2.68
17	1516 Cuming St	972	2.66
18	13th & Famam	939	2.57
19	36th & Famam	925	2.53
20	10th & Hamey	860	2.36
21	Midtown Crossing: 32nd & Famam	844	2.31
22	W. Dale Clark Library: 15th & Famam	838	2.30
23	University Drive South: Maverick Village	833	2.28
24	14th & Douglas	816	2.24
25	Pearl St & Willow Ave	811	2.22
26	Mahoney State Park	780	2.14
27	Park Avenue & Woolworth	768	2.10
28	Papillion Landing	758	2.08
29	1819 Famam	735	2.01
30	16th & Douglas	706	1.93
31	19th & Douglas (ORBT)	682	1.87
32	Dodge Riverside Golf Club	675	1.85
33	Wabash Trace	656	1.80
34	50th & Underwood	654	1.79
35	31st & Hamey (Dewey Park)	638	1.75
36	24th & Famam	635	1.74
37	13th & Dodge	627	1.72

Kiosk Checkout Report

Generated on: 2/14/2023 9:44:48 AM

38	Walnut Creek Recreation Area (Papillion)	621	1.70
39	14th & Fahey	613	1.68
40	24th Ave & Hamey	609	1.67
41	19th & California	583	1.60
42	13th & William	582	1.59
43	10th & Cass	581	1.59
44	64th & Pine	574	1.57
45	Prairie Queen Recreation Area (Papillion)	571	1.56
46	Ameristar	570	1.56
47	17th & St Mary's	556	1.52
48	Lewis & Clark Landing	549	1.50
49	Arts & Sciences Hall	485	1.33
50	42nd & Dewey	480	1.32

MINUTE RECORD

*6.
3/7/2023

CLAIMS FOR MARCH 7, 2023

PAGE 1

CITY ADMINISTRATOR		
BELLEVUE LEADER	SUBSCRIPTION 2023/03/03-2024/03/03	134.99
METROPOLITAN UTILITIES DIST	2023/01/05-02/07 MONTHLY SERVICE	30.25
		<u>\$ 165.24</u>
CITY COUNCIL		
DON PREISTER	REIMB FOR INTERNET SERVICE - 2023/02	59.99
		<u>\$ 59.99</u>
CABLE ADVISORY		
METROPOLITAN UTILITIES DIST	2023/01/05-02/07 MONTHLY SERVICE	22.69
		<u>\$ 22.69</u>
CITY CLERK		
METROPOLITAN UTILITIES DIST	2023/01/05-02/07 MONTHLY SERVICE	39.33
		<u>\$ 39.33</u>
FINANCE/RISK MANAGEMENT		
HANEY SHOE STORE	SAFETY SHOES-S JONES	200.00
METROPOLITAN UTILITIES DIST	2023/01/05-02/07 MONTHLY SERVICE	33.27
		<u>\$ 233.27</u>
LIBRARY		
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	400.22
COX BUSINESS SERVICES	2023/02/01-02/28 MONTHLY SERVICE	107.39
INGRAM LIBRARY SERVICES	BOOKS	269.55
LIBRARY IDEAS	BOOKS	411.27
METROPOLITAN UTILITIES DIST	2023/01/07-02/07 MONTHLY SERVICE	112.48
QUADIENT FINANCE USA, INC	POSTAGE REFILL, POSTAGE SUPPLIES	702.62
UNIVERSITY OF LINCOLN	LOST BOOK	150.00
VALUE LINE	SUBSCRIPTION 2023/04/21-2024/04/12	1,167.00
		<u>\$ 3,320.53</u>
ADMINISTRATIVE SERVICES/PERSONNEL		
IDEAL PURE WATER COMPANY	BOTTLED WATER	50.50
METROPOLITAN UTILITIES DIST	2023/01/05-02/07 MONTHLY SERVICE	25.71
		<u>\$ 76.21</u>
CODE ENFORCEMENT		
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/01/10-2023/02/09	82.18
METROPOLITAN UTILITIES DIST	2023/01/05-02/03 MONTHLY SERVICE	5.73
PAPILLION SANITATION	CODE DUMPSTER	472.07
		<u>\$ 559.98</u>
PUBLIC WORKS		
ALFRED BENESCH & COMPANY	BPW-220915 LAKEWOOD SEWER 2022/12/19-2023/12/12	1,926.00
ALFRED BENESCH & COMPANY	BPW-2208 FIBER OPTIC INST 2023/01/16-2023/02/12	18,942.50
ALFRED BENESCH & COMPANY	BPW-210414 MS4 ANNUAL REPORTS 2023/01/16-2023/02/12	2,348.50
METROPOLITAN UTILITIES DIST	2023/01/05-02/03 MONTHLY SERVICE	9.63
MIDWEST RIGHT OF WAY SERVICES, INC	BPW-210617 PW SITE 2022/11/26-2023/01/06	5,712.50
NEBRASKA IOWA SUPPLY CO	DIESEL FUEL FOR CITY TANKS	4,409.56
SEAN SCHRADER	REIMB MILEAGE FOR TRAINING	229.25
		<u>\$ 33,577.94</u>

MINUTE RECORD

CLAIMS FOR MARCH 7, 2023

PAGE 2

PARKS

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	25.82
COX BUSINESS SERVICES	2023/02/01-02/28 MONTHLY SERVICE	214.78
CROW LAWN CARE LLC	CODE ENFORCEMENT CLEANUP	400.00
JACOB CARTER	REIMB MILEAGE FOR CDL TRAINING	395.12
MENARDS	SMALL REFRIGERATOR, SUPPLIES	56.07
METROPOLITAN UTILITIES DIST	2023/01/12-02/08 MONTHLY SERVICE	1,240.93
		<u>\$ 2,332.72</u>

RECREATION

ANDREW AVALOS	REFUND WEDDING DEPOSIT	425.00
COX BUSINESS SERVICES	2023/02/01-02/28 MONTHLY SERVICE	88.39
METROPOLITAN UTILITIES DIST	2023/01/06-02/07 MONTHLY SERVICE	101.01
NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY	POOL PERMITS FOR 2023-GILBERT, CASCIO, DOWDING	120.00
		<u>\$ 734.40</u>

FACILITY MAINTENANCE

CONTROL MASTERS, INC	REPLACE CONTROLLER-1500 WALL ST	495.00
DAY ELECTRIC SERVICE, INC	WIRE NEW WATER HEATER-FLEET, WIRE NEW OFFICE-WW	1,342.44
DUKE AERIAL EQUIPMENT	SKYJACK SCISSOR	152.59
FERGUSON ENTERPRISES INC #1657	PLUMBING SUPPLIES	1,582.34
IDEAL PURE WATER COMPANY	BOTTLED WATER	38.00
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	189.26
MENARDS	PAIL, FLOOR TILES, LUMBER, SIDING, CLEANING SUPPLIES, BATTERIES	669.81
METROPOLITAN UTILITIES DIST	2023/01/06-02/07 MONTHLY SERVICE	358.58
MIDLANDS PRINTING	BUSINESS CARDS-T NIEMIER	115.40
OMAHA DOOR & WINDOW COMPANY	STEELCRAFT DOOR-WW	2,981.66
OVERHEAD DOOR COMPANY	REPLACE SPRINGS-FM	1,826.52
SECURITY EQUIPMENT	SECURITY MONITORING-CITY BLDGS	2,495.70
SHERWIN WILLIAMS CO	PAINT	68.90
THE HOME DEPOT PRO	JANITORIAL SUPPLIES	690.34
TRICO MECHANICAL SERVICES	DAMPER, CAPACITOR, BLOWER MOTOR, CONTROL BOARD	1,614.71
UPS STORE	SHIPPING CHARGES	14.82
WESTLAKE ACE HARDWARE	COUPLER REDUCER, SINK SPRAY	25.58
		<u>\$ 14,661.65</u>

CEMETERY

COX BUSINESS SERVICES	2023/02/01-02/28 MONTHLY SERVICE	83.39
METROPOLITAN UTILITIES DIST	2023/01/07-02/06 MONTHLY SERVICE	92.83
SITEONE LANDSCAPE SUPPLY	TALL FESCUE SEEDS BLEND	1,199.26
WESTLAKE ACE HARDWARE	CHARCOAL, LIGHTER	105.89
		<u>\$ 1,481.37</u>

STREETS

ALFRED BENESCH & COMPANY	BPW-220104 2022 CONCRETE PROJ 2023/01/16-2023/02/12	630.21
ALFRED BENESCH & COMPANY	BPW-220813 MISSION STREETSCAPING 2023/01/16-2023/02/12	7,593.90
ALFRED BENESCH & COMPANY	BPW-190815 CAPEHART RD 2023/01/16-2023/02/12	9,823.50
AMERICAN CONCRETE PRODUCTS CO	INLETS	3,200.00
COX BUSINESS SERVICES	2023/02/01-02/28 MONTHLY SERVICE	274.17
HGM ASSOCIATES INC	BPW-211224 BRIDGE APPROACH 2022/07/19-2023/02/15	11,452.84
INDEPENDENT SALT CO	ICE CONTROL SALT	6,278.95

MINUTE RECORD

CLAIMS FOR MARCH 7, 2023

PAGE 3

STREETS (cont'd)

METROPOLITAN UTILITIES DIST	2023/01/06-02/07 MONTHLY SERVICE	1,358.86
MICHAEL TODD & COMPANY	STAINLESS STEEL BUCKLE	290.00
MIDWEST RIGHT OF WAY SERVICES, INC	BPW-191118 36TH ST PH 2 2022/11/26-2023/01/06	7,355.00
READY MIXED CONCRETE COMPANY	CONCRETE	5,241.15
		\$ 53,498.58

FLEET MAINTENANCE

A&L HYDRAULICS, INC	SEAL FOR HYD CYLINDER-PA554	133.62
ANDERSON FORD	ENGINE WORK DONE ON MED15	407.15
ARROW TOWING	HD TOWING CHARGE	250.00
AUTO VALUE PARTS - SOUTH OMAHA	FUSES, STARTER MOTOR, PARTS, BOX POST	429.79
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS	437.74
AVERY RENTS	PROPANE	26.76
BAUER BUILT TIRE & SERVICE	TIRES	338.75
BAXTER FORD	HOSE, SEAL ASSEMBLY, RESERVOIR, SEPARATOR, SENSORS, SHOCK ABSORBERS	1,843.24
BEARDMORE CHEVROLET	BRACKET	88.06
CORNHUSKER INTERNATIONAL TRUCKS	MOTOR ASSEMBLY	212.77
COX BUSINESS SERVICES	2023/02/01-02/28 MONTHLY SERVICE	107.39
DANKO EMERGENCY EQUIPMENT	VALVE	441.70
EDWARDS CHRYSLER DODGE JEEP RAM	SEAT COVER PAD, HOSES, UPPER ARM	839.92
FACTORY MOTOR PARTS CO	ALTERNATOR, THERMOSTAT	170.65
FARM PLAN	ULTRA ASSEMBLY, BREATHER	155.00
GRAINGER	SHELF BINS, GLOVES	430.66
HENDERSON PRODUCTS, INC	LIFT ARM FOR PLOW TRUCKS	1,185.84
IDEAL PURE WATER COMPANY	BOTTLED WATER	73.75
INTERSTATE BATTERIES	BATTERIES	283.81
J & J SMALL ENGINE SERVICE	WHEEL DRIVE MOTOR, OIL	2,145.31
JIM HAWK TRUCK TRAILERS	FIRE EXTINGUISHERS	31.81
KRIHA FLUID POWER CO	FITTINGS, COUPLERS	867.24
MACQUEEN EQUIPMENT, LLC	CABIN FILTERS, SWITCHES, CONVEYOR PARTS, CYLINDER, DIRT SHOE RUNNERS	2,723.95
MENARDS	DRILL BIT SET, SPRAY PAINT	85.95
METROPOLITAN UTILITIES DIST	2023/01/06-02/07 MONTHLY SERVICE	126.33
MID AMERICA CLEANING SYSTEMS, INC	SWIVEL FOR HOTSY	92.00
MIDLANDS AUTO REPAIR	ALIGNMENT-P0618	80.00
MILLARD METAL SERVICES	CARBON STEEL	125.00
NAPA AUTO PARTS	FILTERS, CLAMPS, HEATER FUSES, FITTINGS, AIR VENT HOSE, WRENCH, BRAKE PADS	548.81
NEBRASKA IOWA INDUSTRIAL FASTENERS	DRILL BITS, RIVET NUTS, HEAT SHRINK	350.74
O'REILLY AUTOMOTIVE PARTS	BLOW GUN	23.99
POWERPLAN	WIRING HARNESS, BLADES	608.14
ROGER'S TOWING	TOWING 37320	100.00
SEAGRAVE FIRE APPARATUS, LLC	COMPOUND GAUGE-ENG41	1,846.79
SWAN ENGINEERING, LLC	O-RINGS	171.98
TOOL SHED OF OMAHA	TRANSFER PUNCH SET	27.70
UPS STORE	FREIGHT TO SEND RADAR FOR REPAIR	32.31
WALKERS UNIFORM RENTAL	UNIFORM CLEANING SERVICE, FENDER COVERS	498.67
WESTLAKE ACE HARDWARE	SUPPLIES	25.55
		\$ 18,368.87

MINUTE RECORD

CLAIMS FOR MARCH 7, 2023

PAGE 4

SOLID WASTE

PAPILLION SANITATION	GLASS RECYCLING	360.16
PAPILLION SANITATION	TRASH HAULING FEES-JAN 2023	332,737.46
		\$ 333,097.62

PLANNING

METROPOLITAN UTILITIES DIST	2023/01/05-02/03 MONTHLY SERVICE	8.71
		\$ 8.71

PERMITS & INSPECTIONS

METROPOLITAN UTILITIES DIST	2023/01/05-02/03 MONTHLY SERVICE	11.64
		\$ 11.64

POLICE

CHRISTOPHER LEWIS ABBOTT	REIMB FOR DRONE EXAM	175.00
COX BUSINESS SERVICES	2023/02/01-02/28 MONTHLY SERVICE	276.99
FEDERAL EXPRESS CORPORATION	FREIGHT	11.74
GOVDIRECT, INC	LAPTOP AND WARRANTY	3,502.90
GREAT PLAINS UNIFORMS	UNIFORM ITEMS, BALLISTIC VESTS	1,707.49
GRP & ASSOCIATES, IN	MEDICAL WASTE BOXES	52.00
HUB INTERNATIONAL GREAT PLAINS	POLICE RETIREMENT SETTLEMENT-ABBOTT	1,750.00
JORDAN SPENCER	REIMB PER DIEM FOR TRAINING	206.50
KISHAN MANNING	REIMB DRONE EXAM	175.00
METROPOLITAN UTILITIES DIST	2023/01/05-02/03 MONTHLY SERVICE	206.24
MOTOROLA SOLUTIONS, INC	BODY CAMERA	995.00
NEWMAN SIGNS	SPECIAL TRAFFIC SIGN	47.11
POWERDMS	POLICY SUBSCRIPTION 2023/04/01-2024/03/31	7,270.22
QUE-TEL CORPORATION	MOBILE SCANNER	2,299.00
RAY ALLEN MANUFACTURING CO	K9 DEPLOYMENT AND HEAT ALERT	5,406.95
SMITH DAVIS INSURANCE INC	SURETY BOND-RIDLEY	40.00
TRAVELERS	AUTO LIABILITY CLAIMS	5,255.96
U.S. CELLULAR	2023/02/04-03/03 MONTHLY SERVICE	355.84
VERIZON WIRELESS	2022/12/24-2023/01/23 MONTHLY SERVICE	2,200.55
WESTLAKE ACE HARDWARE	DESIGNER HOOKS	41.97
		\$ 31,976.46

FIRE & RESCUE

AIRGAS USA, LLC	MEDICAL OXYGEN, OXYGEN CYLINDER RENTAL	294.69
COX BUSINESS SERVICES	2023/02/01-02/28 MONTHLY SERVICE	214.78
DANKO EMERGENCY EQUIPMENT	PIN ASSEMBLY	129.52
GREAT PLAINS UNIFORMS	UNIFORM ITEMS	219.98
JOYCE KOEHN	REIMB FOR SERVICE	92.12
LARRY THOMPSON	REIMB FOR SERVICE	91.64
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	150.84
MARKING REFRIGERATION, INC	ICE MACHINE MAINTENANCE AND REPAIRS-ALL DIST	3,740.00
MARSHA OGARA	REIMB DUPLICATE PAYMENT	500.00
MARY SCHLIESMAN	REIMB FOR SERVICE	77.33
MENARDS	CLEANING SUPPLIES	188.79
METROPOLITAN UTILITIES DIST	2022/12/06-2023/01/06 MONTHLY SERVICE	7,509.93
STERICYCLE	ON-SITE SHREDDING SERVICE	144.00
STRYKER SALES CORPORATION	MEDICAL SUPPLIES	864.44

MINUTE RECORD

CLAIMS FOR MARCH 7, 2023

PAGE 5

FIRE & RESCUE (cont'd)

TELEFLEX FUNDING, LLC	MEDICAL SUPPLIES	2,215.50
WESTLAKE ACE HARDWARE	NIPPLES, HEX BUSH-DIST 1	18.36
ZOLL DATA SYSTEMS INC	ZOLL BILLING 2023/03/01-2023/03/31	1,105.00
ZOLL DATA SYSTEMS INC	FRMS & RMS BILLING 2023/03/15-2023/06/14	2,774.53
		\$ 20,331.45

NON-DEPARTMENTAL/CONTRACTS

ABBY HIGHLAND	CDBG CONSULTANT-NOV/DEC 2022	667.00
CBRE, INC - VALUATION & ADVISORY SERVICES	APPRAISAL-LOT 1 NAZEK ADDITION	1,500.00
CENTURY LINK	2023/02/01-28 MONTHLY SERVICE	520.00
COX BUSINESS SERVICES	2023/02/01-02/28 MONTHLY SERVICE	281.98
FIRST NATIONAL INSURANCE COMPANY	2021/2022 EXCESS WORK COMP INS PREMIUM	26,130.00
METRO AREA TRANSIT	MAT SERVICE-DEC 2022 2186 MILES	1,979.00
NE-DEPARTMENT OF REVENUE	2023/01 SALES TAX	61.92
PM AM CORPORATION	ALARM FEES - JAN 2023	1,995.00
TRISTAR	NEW CLAIMS FEES 2023/01-2023/03	3,750.00
		\$ 36,884.90

INFORMATION TECHNOLOGY

MOTOROLA SOLUTIONS, INC	AUDIO ACCESSORIES, EARPIECES	2,528.36
WESTLAKE ACE HARDWARE	KEYS, PADLOCK COMBO	81.96
		\$ 2,610.32

2206 LONGO DR- NEW LIBRARY

LEO A DALY COMPANY	BPW-210311 LIBRARY RENOVATION THRU 2023/02/14	81,547.95
		\$ 81,547.95

WASTEWATER

CENTURY LINK	2023/02/04-03/03 MONTHLY SERVICE	57.53
CITY OF OMAHA	SEWER FEES-DEC 2022	576,162.15
CORE & MAIN LP	FLAGS	302.86
COX BUSINESS SERVICES	2023/02/01-02/28 MONTHLY SERVICE	303.39
ELLIOTT EQUIPMENT CO	TAIL LIGHT MODULE	364.39
ES LIFT STATION MAINTENANCE CONSULTING,	TROUBLE LIFT STATION-FONTENELLE	750.00
GRAINGER	MINI LIGHT BATTERY, FLASHLIGHT, VOLTAGE CARDS	579.64
HAMMERHEAD TRENCHES	POINT REPAIR, WINTER, SUMMER	14,531.58
HANEY SHOE STORE	SAFETY SHOES-D DECKER	171.99
HOA OPTIMIZATION & AUTOMATION SOLUTIONS,	SAFE SWITCH, SOLUTIONS FIELD LABOR	860.00
INDOFF, INC	COPY PAPER	103.98
MENARDS	GLOVES, TROWEL, PHONE, ORGANIZER, FOG SPRAY,	744.79
METROPOLITAN COMMUNITY COLLEGE	TUITION FOR 3 EMP FOR CDL TRAINING	2,984.06
METROPOLITAN UTILITIES DIST	2023/01/06-02/07 MONTHLY SERVICE	1,387.78
NAPA AUTO PARTS	CREDIT-WARRANTY	(38.99)
		\$ 599,265.15

COMMUNITY BETTERMENT

BELLEVUE COMMUNITY FOUNDATION	2022 BELLEVUE ROCKS SPONSORSHIP	50,000.00
		\$ 50,000.00

MINUTE RECORD

CLAIMS FOR MARCH 7, 2023

PAGE 6

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CDBG CONSULTANT-JAN AND FEB 2023	4,630.65
GRETNA GUIDE & NEWS	LEGAL AD	123.47
		<u>\$ 4,754.12</u>

FEDERAL FORFEITURES

911 CUSTOM, LLC	EMERGENCY LIGHTS AND SIRENS	4,203.01
FLEET PRIDE	SPOT LIGHT	647.74
VERIZON WIRELESS	2022/12/22-2023/01/21 MONTHLY SERVICE	455.53
		<u>\$ 5,306.28</u>

TOTAL CLAIMS FOR MARCH 7, 2023 \$ 1,294,927.37

TOTAL PAYROLL FOR FEBRUARY 17, 2023 \$ 1,433,104.51



2022 Annual Progress Report

GOAL Create, grow and recruit businesses, jobs and investment in Sarpy County

Landed Projects

Number of Landed Projects

4

- Thunder
- Google Expansion
- META Expansion
- Hormel Expansion

Capital Investment

\$618,100,000

Total Jobs

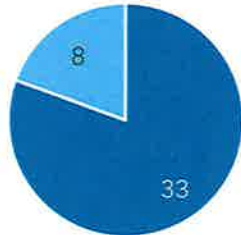
305

305 New Jobs | 0 Retained Jobs

Project Pipeline

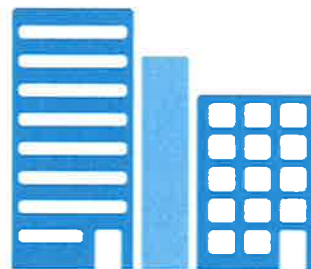
41 Opportunities

33 New to Market | 8 Existing Business



- New to Market / Start Up
- Retention / Expansion

3 Prospect Visits

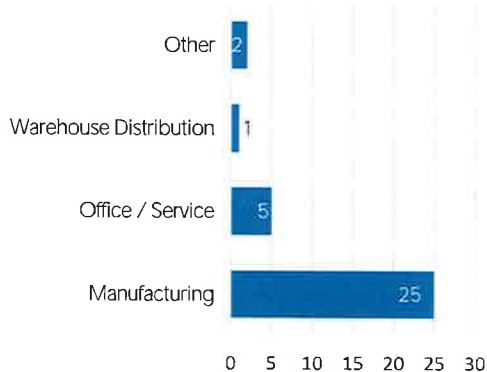


Existing Business Visits: 37

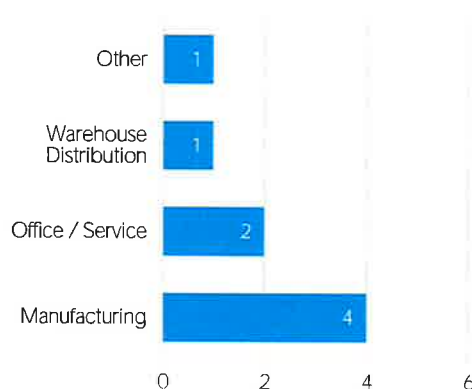
Business Assistances: 17

Business Interactions

New To Market



Retention & Expansion



GOAL Deliver relevant and high quality investor programs, events, services and information.

Investor Base			
New Investors		Dropped Investors	
Actual	Goal	Actual	Goal
1	5	5	2
\$3,750	\$7,500	\$7,075	\$5,200

Event Engagement	
Events	Total Board & Investor Participation
<ul style="list-style-type: none"> Happy Hours: 2 VIP Reception: 1 Investor Meetings: 3 Board Meetings: 4 Annual Meeting: 1 	<ul style="list-style-type: none"> Happy Hours: 42 Vip Reception: 77 Investor Meetings: 128 Board Meetings: 124 Annual Meeting: 204

Organizational Resources	
Revenue: \$414k	Expenses: \$349k
<p>Revenue Budget: \$376,325</p>	<p>Expense Budget: \$495,991</p>

Strategic Meetings	
Speaking Engagements	6
Site & Project Meetings	38
Investor Relation Meetings	42
Business/Community Interactions	108





2022 Annual Economic Indicators Report

Sarpy County Labor Force Statistics				
Month	Labor Force	Employment	Unemployment	Rate
January	98,977	96,581	2,396	2.4%
February	99,157	96,933	2,224	2.2%
March	100,179	97,952	2,227	2.2%
April	100,884	99,058	1,826	1.8%
May	100,973	99,095	1,878	1.9%
June	101,162	98,732	2,430	2.4%
July	101,328	99,021	2,307	2.3%
August	101,238	99,079	2,159	2.1%
September	100,823	98,857	1,966	1.9%
October	101,423	99,350	2,073	2.0%
November	101,128	99,029	2,099	2.1%
December	100,661	98,414	2,247	2.2%

Single Family Housing Permits Issued						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	Total
Sarpy County	2022	13	7	11	6	37
	2021	78	123	75	58	334
Bellevue	2022	45	45	27	30	147
	2021	39	71	54	33	197
Papillion	2022	119	105	101	64	389
	2021	127	119	124	118	488
La Vista	2022	0	0	0	0	0
	2021	1	0	0	1	2
Gretna	2022	179	125	98	63	465
	2021	35	49	60	99	243
Springfield	2022	11	7	2	0	20
	2021	2	5	6	12	25
TOTALS	2022	367	289	239	163	1,058
	2021	282	367	319	321	1,289

Single Family Housing # of Platted Lots Issued						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	Total
Sarpy County	2022	1	65	2	0	68
	2021	277	0	136	561	974
Bellevue	2022	10	216	84	0	310
	2021	0	263	0	0	263
Papillion	2022	139	392	0	431	962
	2021	173	0	38	153	364
La Vista	2022	0	0	0	0	0
	2021	0	0	0	0	0
Gretna	2022	120	351	23	175	669
	2021	0	143	424	52	619
Springfield	2022	0	0	0	0	0
	2021	0	0	0	0	0
TOTALS	2022	270	1024	109	606	2,009
	2021	450	406	598	766	2,220



2022 Annual Economic Indicators Report

Commercial Projects Permitted Over \$400,000				
Quarter	Project	Address/Location	Community	Valuation
2nd	Meta	14715 Capehart Drive	Springfield	\$ 227,748,061
4th	SRP4A - DC Fit-Out, Electrical Yard, Mechanical Yard	15203 Gold Coast Road	Papillion	\$ 209,000,000
4th	Nebraska Vietnam Memorial	11695 S 108th Street	Papillion	\$ 54,000,000
3rd	Google SRP4A Core & Substation	15203 Gold Coast Road	Papillion	\$ 52,000,000
3rd	R&R Warehouse 1, 2, 4 & Storage	14910 Gold Coast Road	Papillion	\$ 35,870,982
1st	Senior Living Facility & Parking Garage	10890 S 208th Street	Gretna	\$ 26,161,621
2nd	Google (Outside utilities only)	15203 Gold Coast Rd	Papillion	\$ 21,000,000
4th	Papio Waste Water Treatment Plant - Biogas Conditioning Building	15705 Harlan Lewis Rd	Bellevue	\$ 20,158,751
1st	SRP2A - Chiller Building	14865 Gold Coast Road	Papillion	\$ 19,846,106
1st	I-80 Logistics - Shell Building	9009 S 135th Street	Papillion	\$ 15,832,986
1st	Hy-Vee Store	10855 S 191st Street	Gretna	\$ 13,443,208
3rd	Gretna Elementary School	8220 South 170th Street	Gretna	\$ 13,095,082
3rd	Vestara Clubhouse & Storm Shelter	708 Flint Drive	Papillion	\$ 12,000,000
2nd	City Centre Parking Garage	7875 South 84th Street	La Vista	\$ 12,000,000
3rd	Warehouse shell	14685 Rodina Street	Springfield	\$ 7,276,623
2nd	MCL Construction	14558 Portal Circle	La Vista	\$ 5,902,933
2nd	Lightedge Omaha Equipment Building Upgrade	1148 American Parkway	Papillion	\$ 5,767,996
4th	Thompson Turner - Turtle Creek	16501 Fairview Road	Papillion	\$ 5,357,100
4th	Baxter Toyota Addition	4685620	La Vista	\$ 4,685,620
3rd	Destiny II	9742 South 142nd Street	Papillion	\$ 4,594,186
1st	Liberty Middle School Addition	10820 Whitmuss Drive	Papillion	\$ 4,500,000
4th	Rumsey Station Elementary School	110 Eagle Ridge Dr	Papillion	\$ 4,400,000
2nd	Target (remodel)	718 N Washington St	Papillion	\$ 4,387,483
2nd	HH SR - Shine Shop	15005 Crest Rd	Papillion	\$ 4,375,000
3rd	The Link Project	8303 Central Park Plaza	La Vista	\$ 4,298,539
4th	Volkswagon Renovation	7108 S 124th Circle	La Vista	\$ 4,275,000
1st	XPO TI	13576 Cornhusker Road	Papillion	\$ 4,145,086
3rd	Papillion Manor (remodel)	610 South Polk Street	Papillion	\$ 4,000,000
2nd	Graepel Phase 2 Addition	13220 Lynam Dr	Papillion	\$ 3,600,000
3rd	Hamilton Heights Daycare	10325 South 71st Terrace	Papillion	\$ 3,500,000
4th	St. Charles Borromeo Addition	7790 S 192nd Street	Gretna	\$ 3,457,798
2nd	Mega Storage Self Storage	21923 Fowler Drive	Gretna	\$ 3,324,278
3rd	New Mixed Use Building	20040 Hampton Drive	Gretna	\$ 2,456,064
1st	Beardmore Hyundai Remodel	1203 Fort Crook Road	Bellevue	\$ 2,400,000
4th	Childrens Medical Clinic	10705 Hillcrest Plz	La Vista	\$ 2,367,818
2nd	Rotella's Italian Bakery	6949 South 108th Street	La Vista	\$ 2,250,000
2nd	Storage Suites LLC	12009 Roberts Rd	Papillion	\$ 2,000,000
4th	Lock Box Storage	10106 S 36th Street	Bellevue	\$ 1,996,824
3rd	7 Bay Mixed-Use Retail	11717 Bryan Street	Gretna	\$ 1,995,688
1st	Commercial Building	14218 S 220th Street	Gretna	\$ 1,859,224
3rd	Titanium Fire Sprinkler Co Building 1 & 2	20005 Husker Drive	Gretna	\$ 1,770,020
1st	Shell and Tenant Improvements (Ross Store)	7849 Towne Center	Papillion	\$ 1,677,007
3rd	Elite Learning Academy	17541 Oakmont Drive	Gretna	\$ 1,663,145
1st	Sarpy County Administration Remodel	1210 Golden Gate Drive	Papillion	\$ 1,543,145
4th	Lincoln's Pub & Dak Shak	7861 Main St Ste-J & K	La Vista	\$ 1,529,820
4th	More Space Storage	9518 S 120th st	Papillion	\$ 1,500,000
3rd	Walmart (addition)	10504 South 15th Street	Bellevue	\$ 1,496,843



3rd	Spec. Warehouse	13423 Chandler Road	La Vista	\$ 1,400,000
2nd	G&S Inc.	18960 Edna Street	Sarpy	\$ 1,361,500
2nd	New Commercial Building	21611 PLATTEVIEW RD	Gretna	\$ 1,312,650
2nd	Platte River Concrete (addition)	9555 South 147th Street	Gretna	\$ 1,263,500
1st	Strip Mall Shell	12434 Southport Pkwy	La Vista	\$ 1,200,000
2nd	Saint Matthew's the Evangelist	12330 South 36th Street	Bellevue	\$ 1,200,000
4th	Cold Storage Warehouse - Foundation	Schram Rd	Papillion	\$ 1,002,470
4th	Northshore TI	12655 Cumberland Drive	Papillion	\$ 1,000,000
3rd	Omaha Multi-Sports Complex	8101 Eastport Parkway	La Vista	\$ 1,000,000
2nd	Settje Agi-Services & Engineering	9800.5 Hupp Road	La Vista	\$ 1,000,000
2nd	HOMEGOODS	7549 Towne Center	Papillion	\$ 1,000,000
4th	Alpine Village Apartments Garage Replacements	7100 S 86th Street	La Vista	\$ 955,076
4th	Rocket Car Wash - Foundation	19111 Oakmont	Gretna	\$ 910,661
3rd	St. Charles Borromeo Catholic Church (addition)	7790 South 192nd Street	Gretna	\$ 864,449
2nd	Omaha Rug/Spa (Addition)	10345 Chandler Circle	La Vista	\$ 848,920
4th	Werner Park Renovations	12356 Ballpark	Papillion	\$ 800,000
4th	Abante Holdings	13356 Centech Rd	La Vista	\$ 756,700
4th	Goldfish Swim School - TI	10601 S 72nd St	Papillion	\$ 750,000
2nd	Goldfish Swim School - Tenant Interior Finish	10601 S 72nd St	Papillion	\$ 750,000
2nd	ESU #3	6949 South 110th Street	La Vista	\$ 720,000
3rd	Today's Dental	2207 Longo Drive	Bellevue	\$ 714,221
2nd	FedEx Ground Fuel Facility	11414 S 150th St	Papillion	\$ 695,250
4th	Commercial - PQ - S10 Sixplex Tuckunder	Freeboard Dr	Papillon	\$ 660,000
4th	Commercial - PQ - S11 Sixplex	Pintail Dr	Papillion	\$ 660,000
4th	Commercial - PQ - S9 Sixplex Tuckunder	Cornhusker	Papillion	\$ 660,000
4th	Commercial - PQ - S12 Sixplex	Pintail Dr	Papillion	\$ 660,000
4th	Commercial Building	20467 Highway 50	Sarpy	\$ 650,000
3rd	TJ Cable	902 South Street	Gretna	\$ 643,650
3rd	Charter West (remodel)	919 Village Square	Gretna	\$ 631,061
2nd	Interstates Omaha	11414 S 145th St	Papillion	\$ 630,000
2nd	Tidal Wave Auto Spa	16170 Stevens Pointe Circle	Gretna	\$ 602,690
4th	Aspen Creek Apartments - Parking Garages	187th & Oakmont Dr	Gretna	\$ 576,948
2nd	KCP (TI)	14173 South 2209th Street, Suite 100	Gretna	\$ 522,518
4th	Apartment Building & Garage	1608 Grandview Ave	Papillion	\$ 512,791
4th	Clubhouse Re-Roof	1604 Grandview Ave	Papillion	\$ 512,791
4th	Parking Lot Addition	14321 Cornhusker Rd	Papillion	\$ 500,000
2nd	Midland Garage Door MFG Co. Footings & Foundation	14685 Rodina Street	Springfield	\$ 497,600
2nd	Bellevue Medical Center	2500 Bellevue Medical Center Drive	Bellevue	\$ 490,930
3rd	Allora Apartments Clubhouse	16751 Morgan Avenue	Gretna	\$ 468,450
3rd	Wise Heavy Equipment B (remodel)	10722 Sapp Bros Drive	Gretna	\$ 444,425
4th	YETI - TI	21215 Nebraska Crossing Dr	Gretna	\$ 429,562
2nd	First National Bank	20640 Highway 370	Gretna	\$ 423,029
4th	Ford Storage	14910 Gold Coast Road	Papillion	\$ 420,000
3rd	Ford Storage Warehouse (TI)	14910 Gold Coast Road	Papillion	\$ 420,000
4th	Titanium Fire & Sprinkler	20009 Husker Dr	Gretna	\$ 401,920
4th	UNMC ENT Clinic - Interior Remodel	3802 Raynor Parkway	Bellevue	\$ 400,000
4th	Oxbow Animal Health	11902 S 150ths Street	Papillion	\$ 400,000
3rd	Oxbow Animal Health (addition)	11902 South 150th Street	Papillion	\$ 400,000
2nd	Midland Garage Door MFG Co. Footings & Foundation	14685 Rodina Street	Springfield	\$ 497,600
2nd	Bellevue Medical Center	2500 Bellevue Medical Center Drive	Bellevue	\$ 490,930
2nd	First National Bank	20640 Highway 370	Gretna	\$ 423,029



Bellevue 2022 Annual Return on Investment Report

GOAL Create, grow and recruit businesses, jobs and investment in Sarpy County

Project Insight

Number of Landed Projects
in Sarpy County

4

- Project Thunder
- Google Expansion
- META Expansion
- Papillion Foods Expansion

Capital Investment
in Sarpy County

\$618,100,000

Total Jobs
in Sarpy County

305 New Jobs

Opportunities

Projects
in Bellevue

10

Prospect Visits
in Bellevue

1

Site Submissions
in Bellevue

17

Wichmann Parcel B; PCS Parcel C; Fox Creek Business; Krecji Property; Iske Parcel A; Hwy 75 & Fairview; Fort Crook & Fairview; Southroads Tech Park; Mass Road; Northrup Grumman

In Your Community





*8a.
3/7/2023

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 Hard Surface Parking**
Date: February 22, 2023

Please consider the following for appointment to the Hard Surface Parking.

Rich Casey
205 Forest Drive
Bellevue, NE 68005

Thomas Burns
14218 Constitution Circle # 32
Bellevue, NR 68005

*8b.
3/7/2023

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 03/07/2023		SUBMITTED BY: Council President Paul Cook <i>pc</i>	
AGENDA ITEM:	CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:
2023-2024 Budget Task Force

SYNOPSIS/BACKGROUND:
The City of Bellevue will soon begin the budget process for 2023-2024. I am requesting a Budget Task Force be created to provide guidance and direction with the goal of bringing forward a budget which meets the needs of our City. The Budget Task Force shall begin their work after approval by the City Council and will disband once the 2023-2024 Budget is approved.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:
Council President Paul Cook is recommending approval of this request.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____ *Paul Cook*

FINANCE APPROVAL AS TO FORM: _____ *[Signature]*

ADMINISTRATOR APPROVAL AS TO FORM: _____ *[Signature]*

March 7, 2023

To: Bellevue Mayor Rusty Hike
Bellevue City Council Members

Subject: Budget Task Force 2023-2024

The City of Bellevue will soon begin the budget process for 2023-2024. I am requesting a Budget Task Force be created to provide guidance and direction with the goal of bringing forward a budget which meets the needs of our City. The Budget Task Force shall begin their work after approval by the City Council and will disband once the 2023-2024 Budget is approved.

I am requesting the appointment of the following members to the Budget Task Force:

Councilman Paul Cook
Councilman Jerry McCaw
Councilwoman Kathy Welch
City Administrator Jim Ristow

Finance Director Rich Severson
Public Works Director Doug Clark
Police Chief Ken Clary
Fire Chief Perry Guido

To ensure each Council Member has the opportunity to provide input throughout this process, the Task Force Council Members will work directly with another Council Member. Councilman Paul Cook will work with Councilman Thomas Burns, Councilman Jerry McCaw will work with Councilman Rich Casey, and Councilwoman Kathy Welch will work with Councilman Don Preister.

The Budget Task Force will utilize the assistance and expertise of the City Attorney's Office. I appreciate your support of this Task Force.

Respectfully submitted,



Paul Cook
City Council President
Ward III
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Attachments;
Agenda Item Cover Sheet

Aimee C. Bataillon
509 South Happy Hollow Boulevard
Omaha, Nebraska 68106
402.305.2512
acbataillon@yahoo.com

EDUCATION

Juris Doctor, 2001
Creighton University School of Law
Omaha, Nebraska

Bachelor of Arts, Political Science, 1997
Creighton University
Omaha, Nebraska

BAR ADMISSIONS

Nebraska (2001)
Iowa (2016)

EXPERIENCE

Partner, November 2021 - Present

Houghton Bradford Whitted, PC, LLO, Omaha, Nebraska

- Prosecuted and defended employment, civil rights, construction, professional licensure, premises liability, personal injury and general civil law cases throughout the litigation process in Nebraska and Iowa federal and state district courts.
- Conducted personnel investigations, provided proactive counseling to employers on a myriad of labor and employment issues, drafted employee handbooks, and negotiated severance and settlement agreements.
- Defended administrative charges and filings involving the Equal Employment Opportunity Commission, Occupational Safety and Health Review Commission, U.S. and Nebraska Departments of Labor, Nebraska Equal Opportunity Commission, Nebraska Department of Education, and Nebraska Department of Health and Human Services.

Attorney, October 2019 – November 2021

Fiedler Law Firm, PLC, Gretna, Nebraska

- Represented plaintiffs in discrimination, harassment, and retaliation cases throughout the administrative, litigation and mediation processes in Nebraska and Iowa federal and state district courts.
- Prepared pleadings, motions, briefs, discovery requests and responses, trial documents, mediation statements, and settlement agreements; took and defended depositions; and, presented oral argument on motions.
- Negotiated severance and settlement agreements.

Associate General Counsel, April 2017 – October 2019

Nebraska Medicine, Omaha, Nebraska

- Provided day-to-day counseling to internal clients on wide variety of employment issues, including ADA, ADEA, FLSA, FMLA, Title VII, workplace safety, employment contracts, performance evaluations, hiring and firing, discipline, affirmative action, I-9 compliance and E-Verify.
- Conducted large-scale investigations of discrimination, harassment and/or retaliation involving physicians, advanced practice providers and/or nurses.
- Managed employment, professional negligence and premises liability claims and litigation asserted against the organization and its affiliated entities.

Attorney, May 2014 – April 2017

Woodke & Gibbons, PC, LLO, Omaha, Nebraska

- Represented clients in insurance, education, technology and transportation throughout all phases of the litigation processes, including discovery, motion practice, mediation and appeals before Nebraska and Iowa federal and state courts.
- Defended public and private employers faced with discrimination and retaliation charges filed with Nebraska, Iowa and/or federal agencies.
- Served as appointed legal counsel to Bellevue Public Schools and provided legal advice on broad assortment of education, privacy, employment, benefits, and real estate laws.

Attorney, May 2011 – May 2014

Adams & Sullivan, PC, Papillion, Nebraska

- Provided legal advice and training to the City of Bellevue and Bellevue Public Schools on privacy, labor, employment, civil service and privacy issues.
- Defended the City of Bellevue, Bellevue Public Schools, and transportation companies in employment, personal injury and premises liability claims, administrative hearings, litigation, and arbitrations.
- Conducted personnel investigations and represented the City of Bellevue in mediations.

Of Counsel, February 2007 – May 2011

Spencer Fane Britt & Browne LLP, Omaha, Nebraska

- Prepared trial and appellate briefs, position statements, employee handbooks, and HR training materials for private and governmental entities in Nebraska and Iowa.
- Researched diverse range of labor and employment issues, including those related to wage and hour, discrimination, harassment, retaliation, whistleblower and layoffs.

Attorney, April 2003 – February 2007

Woodke & Gibbons, PC, LLO, Omaha, Nebraska

- Conducted legal research on such issues as insurance, construction, premises liability, personal injury, evidence, and civil procedure and discovery.
- Drafted coverage opinions, deposition summaries, mediation statements, motions, briefs and legal memoranda on the above issues.

Assistant Public Defender, September 2001 – April 2003

Douglas County Public Defender, Omaha, Nebraska

- Defended juveniles charged with delinquency and status offenses and served as guardian ad litem to juveniles.
- Researched, prepared and argued trial and appellate court arguments, motions and briefs.

PROFESSIONAL AFFILIATIONS AND COMMUNITY INVOLVEMENT

- American, Nebraska and Omaha Bar Associations, Member
- Nebraska State Bar Association House of Delegates, Member
- Nebraska Judicial Nominating Commission – Fourth Judicial District, Member
- Nebraska Lawyers Assistance Program, Committee Member
- Nebraska State Bar Association Leadership Academy, Graduate
- Nebraska Federal Practice and Procedure Committee, Former Chair and Member Teachers' Law School, Presenter
- Hands and Voices, Nebraska Chapter, Founding Member and Volunteer
- University of Nebraska at Omaha, Department of Political Science Adjunct Professor
- Creighton University School of Law, Former Legal Writing Adjunct Professor
- Bellevue University, Former Legal Studies Adjunct Professor

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11a.
3/7/2023

COUNCIL MEETING DATE: 02/07/2023		SUBMITTED BY: Administration		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>		CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

An Ordinance to Approve the Sale and Conveyance of One Parcel of City Property to Jeffrey Nazeck and to Provide an Effective Date.

SYNOPSIS/BACKGROUND:

The City of Bellevue currently owns one vacant lot, legally described as Lot 1 Nazeck Addition. Jeffrey Nazeck desires to enter into a Purchase Agreement with the City for the sale of said parcel for the purchase price of \$10,000.00. The City does not have any reasonable and foreseeable use for 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 NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve Ordinance 4115 and authorize the Mayor to sign.

ATTACHMENTS:

- | | | |
|--|--|-------------------------|
| 1. <input type="text" value="Ordinance 4115"/> | 2. <input type="text" value="Purchase Agreement"/> | 3. <input type="text"/> |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]

Land and Lot Purchase Agreement

DATE: 1/30/2023

In this agreement, Purchaser whether one or more shall be referred to as "Purchaser" and Seller whether one or more shall be referred to as "Seller." The undersigned Purchaser agrees to purchase the Property described as follows:

1. ADDRESS: LOT 1 NAZECK ADDITION (2.641 AC) ZIP: 68005

If no address is available at time of agreement Legal Description only will be provided.

2. LEGAL DESCRIPTION("PROPERTY"): LOT 1 NAZECK ADDITION (2.641 AC)

_____ surveyed, platted and recorded in

Sarpy County, Nebraska including all fixtures and equipment permanently attached to the Property.

3. PERSONAL PROPERTY: Purchase shall include fixtures, equipment and elements on the Property including: n/a

4. CONVEYANCE: Provided that the Seller has good, valid, and marketable title, in fee simple, Seller agrees to convey title to Property to Purchaser or his nominee by warranty deed, or _____ free and clear of all liens, encumbrances, or special taxes levied or assessed, no exceptions, except _____, subject to all building and use restrictions, utility easements abutting the boundary of the property and covenants now of record.

5. ASSESSMENTS: Seller is responsible and agrees to pay any and all assessments assessed or ordered and not yet assessed. These would include, but not be limited to, assessments for paving, curb, sidewalk or utilities. Seller also agrees to indemnify Purchaser for any liabilities incurred as part of these assessments.

6. CONSIDERATION: Purchaser agrees to pay Ten Thousand and No/100 DOLLARS (\$ 10,000) on the following terms: \$ 0 (Deposit) deposited herewith as evidence by the receipt attached below. The Earnest Deposit is made payable to the Escrow Agent, or _____, If Deposit is made payable to Seller, deposit shall be delivered to Seller or Listing Broker/Broker's Agent **if the earnest deposit is paid by check, it will be cashed upon acceptance of this offer.** The funds will be applied towards the purchase price of the Property at closing. In the event of a dispute over the return or release of the earnest deposit, Purchaser and Seller understand that the Broker or Escrow Agent cannot release funds to either party without the signed written consent of Seller and Purchaser or a court order.

7. ALL CASH: (Check if applicable) Balance of \$ 10,000 (ten thousand) shall be paid by certified funds at time of delivery of Deed, no financing being required.

8.1 CONDITIONAL UPON FINANCING: (Check if applicable) Balance of \$ _____ shall be paid by certified funds at the time of delivery of deed, conditioned upon Purchaser's ability to obtain financing on the above-described property in the amount of \$ _____.

8.2 PURCHASER AGREES TO MAKE APPLICATION FOR FINANCING WITHIN 5 BUSINESS DAYS OF ACCEPTANCE OF THIS OFFER, TO:

Company Name Loan Officer Name Phone Number

OR

Company Name Loan Officer Name Phone Number

and to sign all papers and pay all costs in connection therewith, and to establish reserves as required. If the financing is not approved within _____ days from date of acceptance, this offer shall be null and void, and the deposit will be returned to Purchaser. However, if processing of the application for financing has not been completed by the lending agency within the above time, such time limit shall be automatically extended until the lending agency has, in the normal course of business, advised either approval or denial.

8.2 PURCHASER AGREES TO MAKE APPLICATION FOR FINANCING: (Continued) If the original loan application is denied, the Purchaser authorizes and instructs the Lender to notify the Purchaser, the Seller and all real estate licensees involved in the transaction, in writing. Upon notification of denial, this Purchase Agreement shall be null and void and the deposit will be refunded to Purchaser unless Seller and Purchaser mutually agree in writing within 5-business days from receipt of notification of loan denial that an additional loan application will be made or that additional loan information will be submitted to the original lender.

9. **A. SELLER FINANCING:** See attached Seller Financing Addendum

B. LOAN ASSUMPTION: See attached Loan Assumption Addendum

10.1 REAL ESTATE TAXES, PRORATION: If the Property is located in Douglas or Sarpy County, then all consolidated real estate taxes which become delinquent in the year in which closing takes place shall be treated as though all are current taxes and shall be prorated as set forth below. If the Property is located in a county other than Douglas or Sarpy, then all consolidated real estate taxes for the year in which closing takes place shall be prorated as set forth below and shall be based upon the county assessor's valuation at the date of closing and the most recently certified mill levy. Taxes shall be prorated as of the date of closing.

10.2 GREENBELT TAX RATE: "Greenbelt" (or as it is formally known "Special Valuation") is defined as agricultural land which may be valued without regard to market influences that cause the value to be inflated to an amount exceeding its agricultural value. Special Valuation allows property owners who wish to continue the agribusiness nature of their Property to do so without the value of their Property being inflated by residential or commercial development. Purchaser understands that the Property's location, its use (whether actual or intended) and Nebraska laws, may subject the Property to tax rates which may not be consistent with the Property's actual or intended use. To this end, it would be in Purchaser's best interest to consult with an attorney regarding taking the necessary steps to ensure a favorable tax rate on the Property. (Purchaser's Initials) _____

11. ADDITIONAL PROVISIONS: (Check all that apply)

A. Contingent upon Sale and Closing: This offer is contingent upon the sale and closing of Purchaser's Property located at _____

If such closing does not occur, this offer shall be null and void; the earnest money shall be returned to the Purchaser.

B. Contingent upon Closing: This offer is contingent upon Purchaser first obtaining the proceeds from the closing of the Purchaser's property located at _____, scheduled to close on _____. If such closing does not occur on or before such date, this offer shall be null and void; the earnest money shall be returned to the Purchaser.

C. OTHER: Ct

See Attached Addendum if additional space is needed.

12. RENTS, DEPOSITS, LEASES AND VENDOR CONTRACTS IF RENTED: All rents, leases and vendor contracts shall be current at time of closing. All tenant deposits and leases shall be assigned to Purchaser at no cost. Seller shall provide all current leases and vendor contracts to Purchaser within 5 days of acceptance of this offer. Offer contingent upon Purchaser's satisfactory review of all current leases and vendor contracts within 10 days of acceptance of this offer. (Purchaser initials, if applicable): _____

13. SANITARY AND IMPROVEMENT DISTRICT (SID): Purchaser understands that this property is located within SID # _____.

14. HOMEOWNER'S ASSOCIATION/COVENANTS: Purchaser acknowledges that the Property may be subject to protective covenants that govern Purchaser's use of the Property, which may be enforced by the homeowner's association or its members. Purchaser may obtain a copy of the covenants from the designated Title and Escrow Company. Seller shall pay all homeowner's and/or neighborhood association assessments levied and due as of closing. Homeowner's or neighborhood association dues shall be prorated to the date of closing. Purchaser shall be responsible for all future homeowner's/neighborhood association dues, if any.

15. **TITLE INSURANCE:** Seller shall, through Seller's Agent or Closing Agent, furnish a current title insurance commitment or complete abstract of title to Purchaser as soon as practical. If title defects are found, Seller must cure them within a reasonable time. If title defects are not cured within a reasonable time period, the Purchaser may rescind this Agreement and the deposit shall be refunded. The Real Estate Settlement Procedures Act ("RESPA") 14 U.S.C. 2601 et.seq. and its accompanying regulations make it clear that if the Purchaser pays any part of the title insurance policy, the Seller cannot make the sale conditioned on the use of a particular title insurance company.

According to the Purchaser's rights under RESP A, Purchaser hereby directs title insurance work to _____ or _____ Purchaser hereby selects Basic Title Insurance Coverage*. The cost of any title insurance policies and endorsements shall be equally divided between Purchaser and Seller. Any questions involving title insurance coverage should be directed to your Title Insurance Agent.

*Expanded Title Insurance is not used for vacant land or new construction. Purchaser can however, at their choosing, purchase an owner's policy from the title insurance provider.

16. **ESCROW CLOSING:** Purchaser and Seller acknowledge and understand that the closing of the sale will be handled by an Escrow Agent. The charge for the escrow closing shall be equally divided between Purchaser and Seller. Purchaser selects _____ as Escrow Agent, or _____ as Escrow Agent.

17. **CLOSING AND POSSESSION:** Closing to be on or before Sixty (60) days following execution of this Agreement. Closing cannot take place before completion of the Remonstrance Period as outlined in the Addendum. Possession date to be Closing or _____ at _____ AM PM.

18. **UTILITIES TRANSFER:** (Check if applicable) Purchaser agrees as of date of closing possession to have any utilities on the property transferred to Purchaser's name. (Purchaser Initials): _____

19. **CONDITION OF PROPERTY:** Seller represents to the best of their knowledge, information and belief that there is no material or latent defects on neither the Property nor any conditions present or existing which may give rise to, or produce, environmental hazards or liabilities. Seller represents that there are no enforcement actions pending or threatened with respect to the Property or any conditions present on it, except what has been disclosed by the Listing Broker or the Sellers Limited Agent for the Broker. Seller agrees to maintain landscaping, mowing, septic and/or well in operable condition until delivery of possession. **Seller will allow Purchaser walk through or preview the Property within 48 hours of closing to confirm compliance with this Purchase Agreement.**

20. **WOOD INFESTATION:** (Check if applicable) If Purchaser desires or if required by Purchaser's Lender, Purchaser agrees to pay the cost of a wood destroying insect inspection of any structures or buildings on Property. This inspection shall be performed by _____, _____, or _____. Seller agrees to pay for any treatment or repair work found necessary for issuance of a wood destroying insect warranty. Purchaser agrees to accept the treated property upon completion of repairs. Provided, however, if treatment and repairs exceed 2% or _____ of purchase price, this Purchase Agreement may be cancelled by Seller and/or Purchaser, by written notice delivered to the other party within 5 days of receipt of a wood destroying insect inspection report.

Purchaser chooses to waive wood destroying insect inspection, if not required. (Purchaser's Initials): JW/K

21. **SELLER PROPERTY CONDITION STATEMENT:** Purchaser acknowledges that the Property is land only, and due to that fact, the Seller is exempt from Nebraska Revised Statute §76-2,120 requiring sellers of real property to provide a Seller's Property Disclosure Statement. (Purchaser's Initials): JW/K

22.1 **PROPERTY FEASIBILITY STUDY:** (Check if applicable) Purchase Agreement is contingent upon land feasibility study by Purchaser. Feasibility study is intended to allow Purchaser a time period of due diligence to have inspections, tests or studies completed on the Property to assess the properties suitability for the Purchaser intended use. Seller to allow all of Purchaser's business professionals and contractors reasonable access to the Property for any and all inspections, test, or compilation of study information. Check all that are applicable.

- | | |
|---|--|
| <input type="checkbox"/> Water Quality Tests | <input type="checkbox"/> Electrical Contractor |
| <input type="checkbox"/> Well Inspection or Well Installation Contractor | <input type="checkbox"/> Utility Companies |
| <input type="checkbox"/> Septic System Inspection/Installation Contractor | <input type="checkbox"/> Lenders and/or Appraisers |
| <input type="checkbox"/> Surveyor and/or Civil Engineer | <input type="checkbox"/> Insurance Companies |
| <input type="checkbox"/> Building Contractor | <input checked="" type="checkbox"/> Other #1 <u>Land Survey to confirm Property Boundaries</u> |
| <input type="checkbox"/> Architect and Subcontractors | <input type="checkbox"/> Other #2 _____ |
| <input type="checkbox"/> Arborists and Subcontractors | |

22.2 TIMELINES FOR FEASIBILITY STUDY: All costs of inspections, test, or compilations of study information shall be at the costs of the Purchaser. Copies of all reports and studies on the Property shall be the property of the Purchaser and shall survive release of Purchase Agreement or removal of the contingency. If holes are dug on the Property for the purpose of inspections, test, or studies, it shall be the Purchaser's professionals or contractor's responsibility to refill the holes and return the Property to as near as possible of the condition that the Property was found in, prior to the inspection, tests or studies. Purchaser shall not be responsible for replacing sod or reseeding areas where holes were dug.

Feasibility studies shall begin following final acceptance of this Agreement by all parties and receipt of accepted Agreement by the Purchaser's Agent, and shall run for a time period of 14-days, or 10 business days thereafter. If the Seller has in their possession any studies, tests, or survey reports on the Property, they shall make them available to the Purchaser upon acceptance of the Purchase Agreement.

Within five (5) business days of the feasibility studies completion, the Purchaser shall select either options A, B, or C below in a Land Feasibility Study Contingency Removal Addendum. Purchaser's Agent shall deliver said addendum to the Listing Broker/Broker's Agent or Seller. Receipt by the Listing Broker/Broker's Agent shall be the same as if delivery was made to the Seller.

Option A- Purchaser removes contingency in regards to feasibility study with written notice to the Seller.

Option B- Feasibility studies revealed the following defects on the Property and the Purchaser shall provide a list of requested repairs to the Seller.

Option C- The feasibility studies revealed that the Property is not suitable or satisfactory for the Purchaser's intended use and the Purchase Agreement shall be terminated with written notice to the Seller.

Time is of the essence and failure to deliver the contingency removal, request for repairs, remedy, or release within the specified time period will operate to remove the feasibility study contingency. If additional time is required to inspect, test or compile study information on the Property due to recommendations of a business professionals or contractors compiling information for the feasibility study, or due to weather conditions, strikes, or acts of God, time will be given by the Seller to the Purchaser and deadlines shall be extended only as to the facets of the Property that require additional time to compile study information on.

Within five (5) business days of receipt of the written request for repairs, the Seller shall notify the Purchaser's Agent in writing of what steps, if any, the Seller will take to correct any defects before closing. If the Seller is unwilling or unable to remedy any defects to the Purchaser's reasonable satisfaction, the Purchaser can elect to give written notice to accept the Property without repairs, done by the Seller or elect, in writing, to terminate the Purchase Agreement. The written notification must be received within five (5) business days of the Seller's response.

The earnest money shall be returned to the Purchaser if: the feasibility study report(s) or subsequent follow-up inspections reveals that the Property is deemed unsuitable, or unsatisfactory for the Purchaser needs: or the Purchaser has requested items noted in feasibility study report or subsequent inspections be remedied by the Seller and the Seller is unwilling, or unable to remedy said items. A dispute over the termination of the Purchase Agreement may necessitate by law the holding of earnest money even though this does not affect a party's ultimate right to the money.

Nothing in this agreement shall relieve the Seller from keeping fixtures, equipment, or items on the property in "functional and operable condition until delivery of possession" as specified in the Purchase Agreement.

23. STATE DOCUMENTARY TAX: The State Documentary Tax on the deed shall be paid by the Seller.

24. RESPONSIBILITY OF INSURANCE & RISK OF LOSS: Seller shall insure the property for a value no less than purchase price until closing. Risk of loss or damage to Property, prior to closing, shall be the responsibility of the Seller. If, prior to closing, any part of the Property including fixtures, attachments, or elements are materially damaged; Seller shall immediately notify the Purchaser in writing of the damage. Purchaser, at Purchaser's choice, may: 1) rescind this agreement; or 2) take the Property subject to the damage with the Seller paying to the Purchaser the insurance proceeds and deductible for the loss or restoration of the fixtures, attachments and elements, or at a price discounted by the cost of restoration of the premises.

25. SELLING BROKER COMPENSATION: Purchaser shall pay \$ _____ at closing to ~~XXXXXX~~ for Broker's costs associated with this transaction unless the Purchaser is obtaining a VA loan. Purchaser and Seller acknowledge that Selling Broker may be compensated by more than one party.

26. RELEASE OF INFORMATION: Purchaser and Seller authorize the release of sale information on the purchase of this Property including price, financing, and property information to their local Multiple Listing Service (MLS) or any other applicable listing service.

27. **ELECTRONIC TRANSACTION AUTHORIZATION:** Purchaser and Seller agree that all documents relating to the sale of this Property, including this offer, counteroffers, and acceptances 1) may be transmitted by electronic means including email and fax, and shall be treated in all respects as originals, 2) electronic signatures shall be treated as original signatures and shall satisfy all legal requirements and be binding.
28. **PURCHASER'S PERSONAL INSPECTION:** This offer is based upon Purchaser's personal inspection or investigation of the Property and not upon any representation or warranties of condition by Seller or any Limited Agents involved in this transaction. If locations of Property lines, lot size, and/or condition of improvements are important to Purchaser's decision to purchase, Purchaser acknowledges the Limited Agents have advised Purchaser to make independent investigations.

29. **MEDIATION AND ARBITRATION:**

Section 29 is hereby waived by all parties if this Section Initialed (Purchaser's Initials): _____

- A. **Disputes:** The term "Dispute" shall include, without limitation, any controversy, complaint, dispute, claim or disagreement relating to or arising out of the construction, interpretation, enforcement, or breach of the terms of this Purchase Agreement.
- B. **Mediation:** In the event of any dispute, any party to the dispute may seek non-binding mediation in an attempt to resolve the dispute by giving fifteen (15) days written notice of a request for such mediation to all other parties to the dispute. The request for mediation must be made within three hundred sixty (360) days after the party making the request knew, or exercising reasonable diligence and care, should have known, of the dispute. In no case shall such request be made after the statute of limitations on a civil suit based on the dispute would have run. Such mediation shall be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association's Commercial Rules – Real Estate Industry Arbitration Rules (including a Mediation Alternative) or such other mediation service versed in real estate practices of the locality.
- C. **Arbitration:** Any dispute that is not resolved by informal settlement or mediation shall be resolved exclusively by binding arbitration. Such arbitration shall be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association's Commercial Rules – Real Estate Industry Arbitration Rules (Including a Mediation Alternative). The arbiter(s) shall apply Nebraska substantive and procedural law to the arbitration proceeding. Arbitration shall be commenced by written demand made by any one or more of the parties to the Dispute given to all other parties to the Dispute. The demand for arbitration must be in writing and must be given by personal delivery or certified mail, return receipt requested, within three hundred sixty (360) days after the party making the demand knew, or exercising reasonable diligence and care, should have known, of the dispute. Notwithstanding the previous sentence, in the case that the parties unsuccessfully attempt mediation to resolve a dispute, the demand for arbitration shall be made within sixty (60) days of the final mediation session. However, in no case shall such demand be made after the statute of limitations on a civil suit based on the dispute would have run. The prevailing party shall be entitled to costs and fees of the arbitration and, in the discretion of the arbitrator who shall take into account the relative merits of the opponent's case, the arbiter may award attorney's fees to the prevailing party.
- D. **Provisional Remedies.** The filing of a judicial action to enable the reporting of a notice of pending action, for order of attachment, receivership, injunction, or other like provisional remedies, shall not constitute a waiver of mediation or arbitration under this provision, nor shall it constitute a breach of the duty to arbitrate.
- E. **Exclusions.** The terms of the Paragraph shall not apply to: 1) Foreclosure of other action or proceeding to enforce a deed of trust, mortgage or land contract; 2) The filing or enforcement of a construction or similar lien, or 3) an action filed and held in "Small Claims Court" as defined by Neb. Res. Stat 25-2801 to 2804, provided however, that any attempt to transfer such a proceeding to county or district court shall make section 29 applicable to such action.
- F. **Waiver.** BY SIGNING THIS PURCHASE AGREEMENT, THE PARTIES AGREE THAT EVERY DISPUTE DESCRIBED ABOVE THAT IS NOT RESOLVED BY INFORMAL SETTLEMENT OR MEDIATION WILL BE DECIDED EXCLUSIVELY BY ARBITRATION AND THAT ANY ARBITRATION DECISION WILL BE FINAL AND BINDING. THE PARTIES AGREE THAT THEY WILL RECEIVE ALL THE RIGHTS AND BENEFITS OF ARBITRATION BUT ARE GIVING UP RIGHTS THEY MIGHT HAVE TO LITIGATE THOSE CLAIMS AND DISPUTES IN A COURT OR JURY TRIAL, OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN CONNECTION WITH ANY SUCH DISPUTES. NO PARTY TO THIS AGREEMENT, WHETHER REALTOR® OR SELLER, SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN
30. **ENTIRE AGREEMENT:** This document contains the entire Agreement of the parties and supersedes all prior agreements or representations oral or written with respect to the property which are not expressly set forth herein or incorporated herein by reference. **This Agreement may be modified only in writing, signed and dated by both parties.** All express representations and warranties shall survive closing. Both parties acknowledge that they have not relied on any statements of the Real Estate Agent or Broker which are not herein expressed. Whenever required by context, singular shall include the plural, the plural the singular, and one gender shall include all genders. Time is of the essence in this Agreement.
31. **AUTHORITY TO SIGN:** The undersigned Seller and Purchaser each represent and warrant that they are duly empowered and/or authorized, whether individually, on behalf of any entity or as a fiduciary, to enter into this Purchase Agreement and create a valid and binding contract. And that, as to Seller, all parties required to transfer title to the Property are parties to this contract.

32. List of Attachments, Addenda & Disclosures:

- Affiliated Business Arrangement Disclosure
- Authorization to Release Closing Disclosure & Settlement Statement
- Limited Dual Agency Agreement
- S.I.D. Statement
- Wire Fraud Notice
- Addendum to Purchase Agreement**
- _____
- _____
- _____

33. OFFER EXPIRATION: This offer to purchase is subject to acceptance by Seller on or before _____ at _____ o'clock a.m. p.m. Purchaser acknowledges receipt of a signed copy of this offer to purchase.

The undersigned parties executed the AGREEMENT.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION UNLESS WAIVED IN SECTION 29 WHICH MAY BE ENFORCED BY THE PARTIES. The arbitration provision is contained in Section 29.

Purchaser: _____

Purchaser: _____

Purchaser's Name (Printed) _____

Purchaser's Name (Printed) _____

Address: _____

Address: _____

City: _____ State: ____ Zip: _____

City: _____ State: ____ Zip: _____

Phone: _____

Phone: _____

Names for Deed: _____

BUYER AGENT INFO:

REALTOR® (Company Name), Broker _____

AGENT NAME (Printed) _____

OFFICE ADDRESS _____

AGENT E-MAIL ADDRESS _____

OFFICE MLS ID # _____

AGENT MLS ID # / AGENT NREC LICENSE # _____

OFFICE PHONE # _____

AGENT PHONE # _____

RECEIPT

Deposit is: delivered with Agreement to be delivered later (If deposit to be delivered later, see Section 11C).

Deposit payable to Escrow Agent Broker Seller

RECEIVED FROM: _____

the sum of _____

(\$ _____) DOLLARS (by _____) to apply to the purchase price of the Property on terms and

conditions as stated. This receipt is not an acceptance of the above offer to purchase.

RECEIVED BY: _____

SIGNATURE: _____

SELLER ACCEPTANCE

The Seller accepts the foregoing offer to purchase on _____ at _____ o'clock ____ M., Omaha, NE time, on the terms stated and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth except as follows:

Seller acknowledges receipt of a copy of this Agreement with all identified addenda and, if required by law, an Estimated Seller's Closing Statement. The undersigned Seller executes this agreement as of the date set forth above.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION UNLESS WAIVED IN SECTION 29 WHICH MAY BE ENFORCED BY THE PARTIES. The arbitration provision is contained in Section 29.

Seller: _____ Seller: _____

Seller Name (Printed) _____ Seller Name (Printed) _____

SELLER AGENT INFO:

REALTOR® (Company Name), Broker _____ AGENT NAME (Printed) _____

OFFICE ADDRESS _____ AGENT E-MAIL ADDRESS _____

OFFICE MLS ID # _____ AGENT MLS ID # / AGENT NREC LICENSE # _____

OFFICE PHONE # _____ AGENT PHONE # _____

PURCHASER ACCEPTANCE OF COUNTER OFFER

The Purchaser, whether one or more, accepts the foregoing Seller's counteroffer to purchase on _____ at _____ o'clock ____ M., Omaha, NE time, on the terms stated and perform all the terms and conditions set forth, except as follows:

Purchaser acknowledges receipt of a copy of this Agreement with all identified addenda and, if required by law, an Estimated Purchaser's Closing Statement. The undersigned Purchaser executes this agreement as of the date set forth above.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION UNLESS WAIVED IN SECTION 29 WHICH MAY BE ENFORCED BY THE PARTIES. The arbitration provision is contained in Section 29.

Purchaser: _____ Purchaser: _____

SELLER ACCEPTANCE OR COUNTER OFFER

The undersigned Seller (check one):

- accepts the terms above.
- makes a counter-offer with an attached addendum.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION UNLESS WAIVED IN SECTION 29 WHICH MAY BE ENFORCED BY THE PARTIES. The arbitration provision is contained in Section 29.

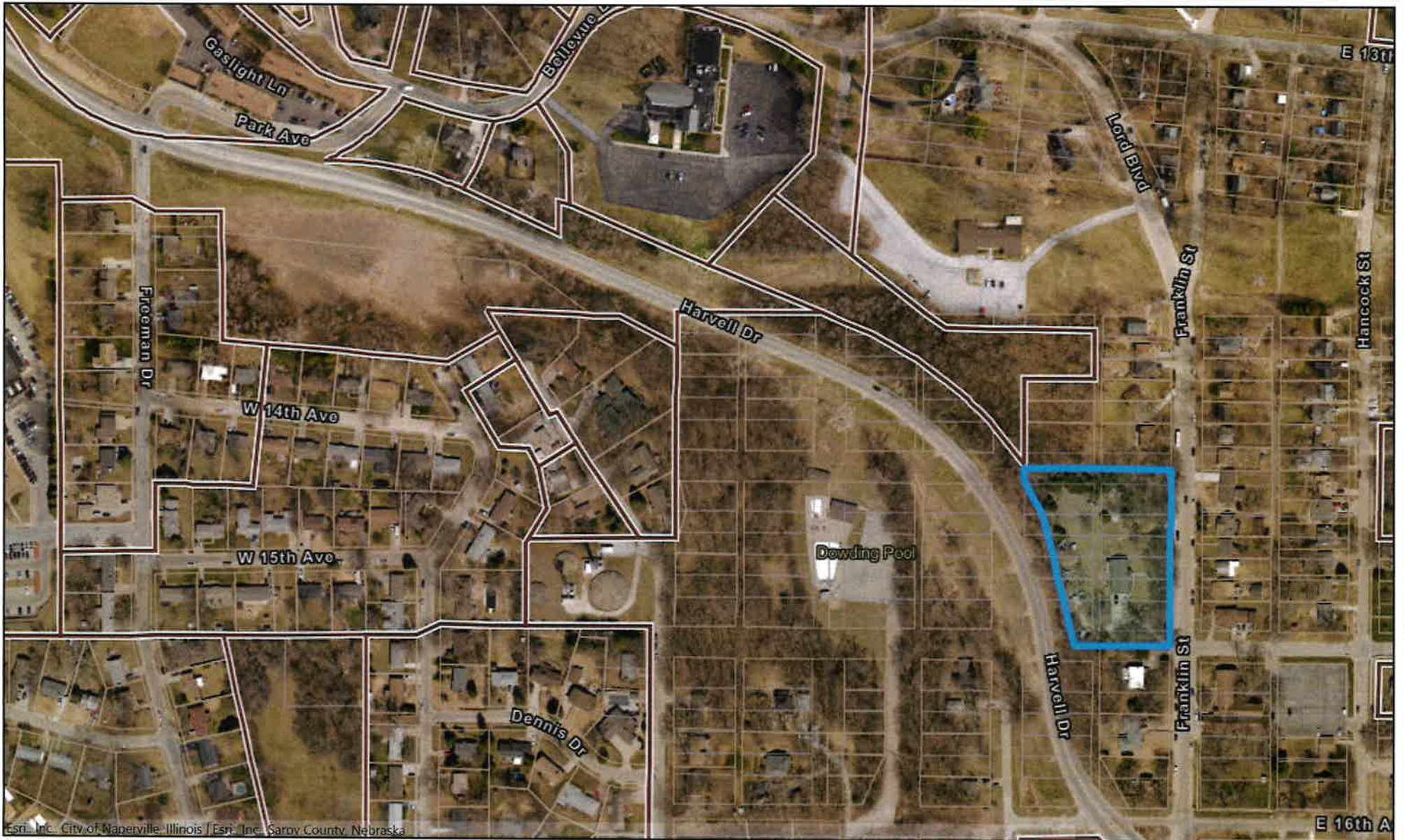
Seller: _____ Seller: _____

PURCHASER'S RECEIPT OF ACCEPTED CONTRACT

Purchaser acknowledges a fully executed copy of this Purchase Agreement, all associated addenda and disclosures on _____.

Purchaser: Jeff Nazek

Purchaser: Kelly Nazek



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



Map Scale 1: 4514

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

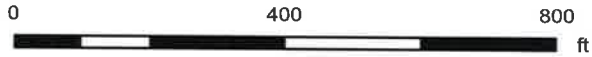


Notes





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



Map Scale 1: 4514

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



Notes



ORDINANCE NO. 4115

AN ORDINANCE TO APPROVE THE SALE AND CONVEYANCE OF ONE PARCEL OF CITY PROPERTY TO JEFFREY NAZECK AND TO PROVIDE AN EFFECTIVE DATE.

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

WHEREAS, Jeffrey Nazeck is an individual that desires to purchase from the City the above-described parcel of City-owned land; and

WHEREAS, the City is not currently utilizing said land, and has not identified any reasonably foreseeable use for said land; and

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

WHEREAS, the City deems it to be in the best interests of the City to sell and convey the above-described parcel to Jeffrey Nazeck for the price of Ten Thousand and No/100 Dollars (\$10,000.00); and

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

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

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

Section 3: That upon compliance with the requirements for publication and remonstrance period, the Mayor is hereby authorized to execute on behalf of the City of Bellevue all written documents, including the Warranty Deed referenced in Paragraph four (4) of the Purchase Agreement, necessary to carry into full force and effect the terms and intent of this Ordinance.

Section 4: Effective Date and Publication. This ordinance shall be in full force and effect fifteen (15) days after its passage. The City Clerk is directed to effectuate the publishing of this Ordinance in electronic form, which publication must take place within fifteen (15) days after the passage of the ordinance by City Council.

Section 5: Additional Publication and Remonstrance. That notice of this conveyance and the terms thereof shall be published for three consecutive weeks in a legal newspaper published in or of general circulation on the City immediately after the passage and publication of such ordinance. If within thirty days after the passage and publication of this ordinance a remonstrance petition against such sale is signed by registered voters of the City equal to thirty percent of the registered voters of the city voting at the last regular municipal election held therein and is filed with the governing body of the City, the property shall not then, nor within one year thereafter, be sold.

ADOPTED by the Mayor and City Council this ____ day of _____ 2023.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

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

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11b. and 11b1.
3/7/2023

COUNCIL MEETING DATE: February 7, 2023		SUBMITTED BY: Tammi Palm, Planning Manager	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:
Request to rezone Lots 1 and 2, Compass Hill, being a replat of Tax Lot 8A, located in the Southeast 1/4 of Section 22, T14N, R13E of the 6th P.M., Sarpy County, NE, from AG to RD-60 for the purpose of single family residential development, and small subdivision plat Lots 1 and 2, Compass Hill. Applicant: Habitat for Humanity of Sarpy County. General location: 820 W Avery Rd.

SYNOPSIS/BACKGROUND:
Habitat for Humanity of Sarpy County is requesting a small subdivision plat and rezoning for property located near 820 Avery Road. Habitat for Humanity is making this request in order to facilitate a purchase of a portion of the property. They currently own 13 acres to the north of this proposed plat, and desire to eventually combine proposed Lot 2, Compass Hill, with their property to the north. The property is presently a nonconforming AG lot. The proposed platting and zoning would bring the property into conformance and be consistent with the adjacent neighborhood.

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

- ATTACHMENTS:
- 1.
 - 2.
 - 3.
 - 4.
 - 5.
 - 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: 

FINANCE APPROVAL AS TO FORM: 

ADMINISTRATOR APPROVAL AS TO FORM: 

*REVISED 11/2022

ORDINANCE NO. 4116

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 3619 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 820 WEST AVERY ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lots 1 and 2, Compass Hill, located in the Southeast ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From AG (Agricultural District) to RD-60 (Duplex Residential – 6,000 Square Foot Zone).

(Habitat for Humanity of Sarpy County)

Section 2. This ordinance shall not take effect until such time as the final plat of Compass Hill is filed with the Sarpy County Register of Deeds in accordance with Section 5-10 of the City of Bellevue Subdivision Regulations.

Section 3. Except as amended herein, the official zoning map and the classification shown therein shall remain as heretofore existing.

Section 4. This ordinance shall take affect and be in force from and after its adoption and publication according to law.

ADOPTED by the Mayor and City Council this _____ day of _____, 2023.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Habitat for Humanity of Sarpy County

CASE #'s: Z-2212-13, S-2212-27

CITY COUNCIL HEARING DATE: February 21, 2023

REQUEST: to rezone Lots 1 and 2, Compass Hill, being a replat of Tax Lot 8A, located in the Southeast ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, NE, from AG (Agricultural District) to RD-60 (Duplex Residential – 6,000 Square Foot Zone) for the purpose of residential development, and small subdivision plat Lots 1 and 2, Compass Hill.

On January 26, 2023, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

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

VOTE:

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

Planning Commission Hearing (s) was held on: January 26, 2023

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2212-13
S-2212-27

FOR HEARING OF:
REPORT #1: January 26, 2023
REPORT #2: February 21, 2023

I. GENERAL INFORMATION

A. APPLICANT:

Habitat for Humanity of Sarpy County
8012 Bruin Blvd.
Bellevue, NE 68005

B. PROPERTY OWNER:

David and Constance Reiman
820 West Avery Road
Bellevue, NE 68147

C. GENERAL LOCATION:

820 West Avery Road

D. LEGAL DESCRIPTION:

Lots 1 and 2, Compass Hill, being a replat of Tax Lot 8A, located in the Southeast $\frac{1}{4}$ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lots 1 and 2, Compass Hill, from AG to RD-60.
2. Small Subdivision Plat Lots 1 and 2, Compass Hill.

F. EXISTING ZONING AND LAND USE:

AG, Single Family Residential

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval for a rezoning and small subdivision plat for the purpose of future residential development.

H. SIZE OF SITE:

The site is approximately 2.11 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

Proposed Lot 1 is presently developed with a single-family two-story residence built in 1946, a detached garage, and a pole barn. Proposed Lot 2 is currently vacant and covered in vegetation.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Agricultural/Vacant, AG
- 2. **East:** Beardmore Dealership, MH
- 3. **South:** Single Family Residential, RD-60
- 4. **West:** Single Family Residential, RD-60

C. RELEVANT CASE HISTORY:

1. On July 28, 2022, the Planning Commission recommended approval of a request to declare as blighted and substandard Lot 21A, Old Orchard Place, Lot 3, Old Orchard Place I, Lots 1 and 2, Old Orchard Place II, Lots 1 through 3, Old Orchard Place III, Lots 4 and 5, High School View, and Tax Lot 8A. City Council approved the aforementioned request on September 6, 2022.

2. On January 26, 2023, the Planning Commission recommended approval of a request to rezone Lots 1 and 2, Compass Hill, being a replat of Tax Lot 8A, located in the Southeast ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, NE from AG to RD-60 for the purpose of residential development; and small subdivision plat Lots 1 and 2, Compass Hill.

D. APPLICABLE REGULATIONS:

- 1. Section 5.11, Zoning Ordinance, regarding RD-60 uses and requirements.
- 2. Chapter 5, Subdivision Regulations, regarding Small Subdivisions.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data available for this location.
2. Proposed Lot 2 will have direct access from South 9th Street. Proposed Lot 1 will have a 30' wide permanent access easement through Lot 2.

D. UTILITIES:

All utilities are available to this development.

E. ANALYSIS:

1. Ken Mar has submitted a request for a small subdivision plat for Lots 1 and 2, Compass Hill for the purpose of single-family residential development.
2. The applicant is also requesting a change of zone from AG to RD-60 (Duplex Residential) for both lots, which is consistent with the adjacent single family residential neighborhood. Proposed Lot 1 contains a house, detached garage, and pole barn, and proposed Lot 2 is currently vacant.

The property is presently zoned AG. The current tax lot is non-conforming due to the fact it is less than 20 acres. The proposed zoning will bring this property into conformance.

The proposed lots are in conformance with the regulations of the RD-60 zoning district.

3. Habitat for Humanity has indicated they are requesting this platting and rezoning to facilitate a land purchase. Habitat for Humanity owns the 13 acre parcel to the north, and is planning on a future subdivision which will also contain Proposed Lot 2 of this small subdivision. Habitat for Humanity plans to purchase Lot 2 once the platting is approved. Habitat for Humanity is focused on finishing other projects at this point and unsure of their development timeline for these parcels.

4. Access to proposed Lot 1 is from a permanent access easement located in proposed Lot 2.

5. This application was sent out to the following departments for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Planning, Sarpy County Public Works Department, Sarpy County Deputy Administrator, and the Bellevue Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Public Works Engineer Matt Knight had technical comments regarding the small subdivision plat. The applicant's engineer has since satisfied these comments.

No other comments were received on this case.

6. This request is in conformance with the Comprehensive Plan.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

Under Review.

VI. ATTACHMENTS TO REPORT

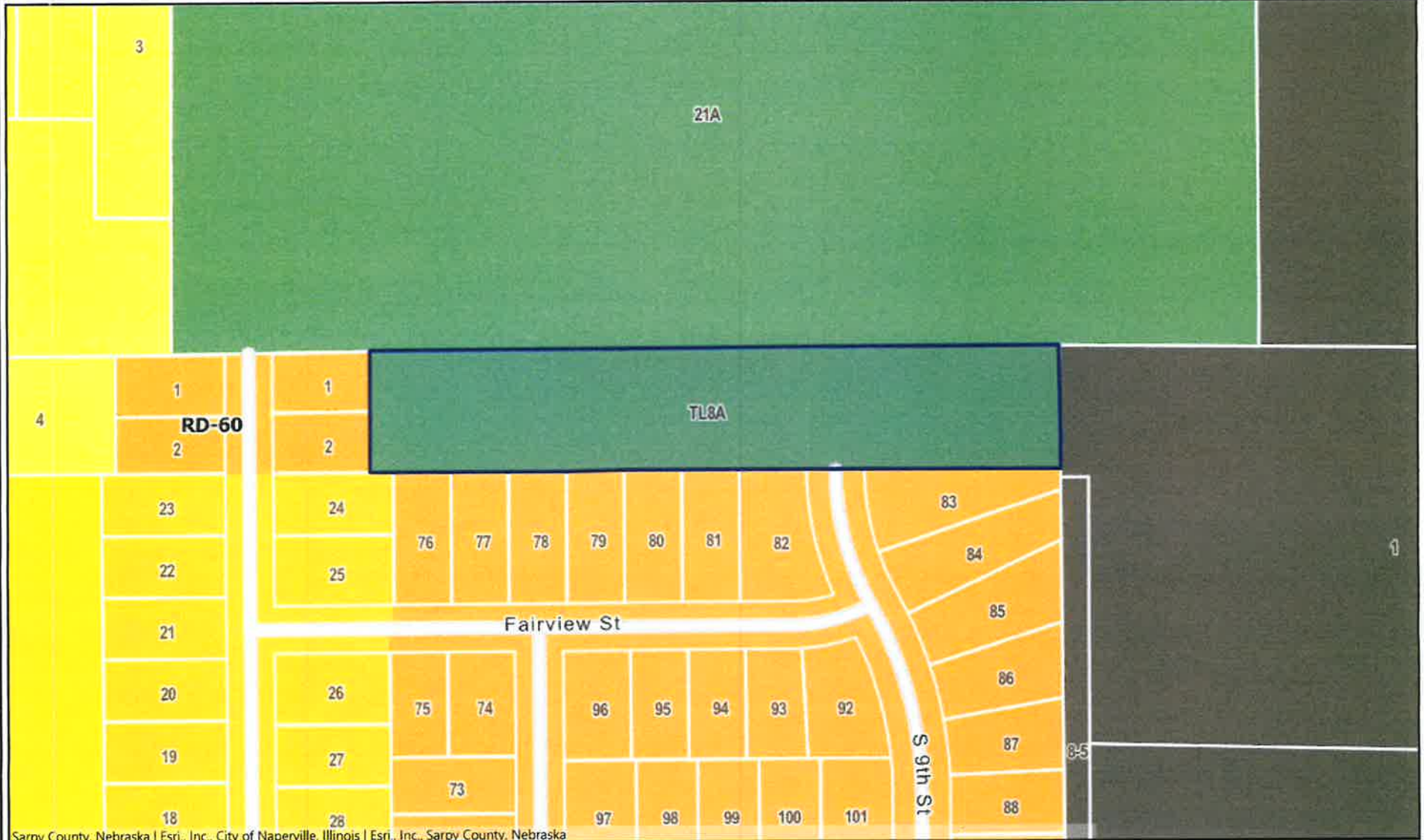
1. Zoning Map
2. 2022 GIS aerial photo of the property
3. Letter from the applicant received December 22, 2002
4. Small subdivision plat received January 16, 2023
5. Letter from Ralph and Laurel Unstad received January 25, 2023
6. Letter from Nicholas and Diane Ferrara received January 26, 2023

VII. COPIES OF REPORT TO:

1. Habitat for Humanity (Ken Mar)
2. Olsson, Inc (Aaron Wiese)
3. Woods Aitken, LLP (Michael Matejka)
4. David & Constance Reiman
5. Public Upon Request


Assistant Planning Manager


Planning Manager 01/01/23
Date



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



Map Scale 1: 2257

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

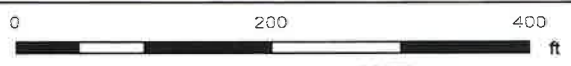


Notes





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



Map Scale 1: 2257

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



Notes





December 21, 2022

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

Re: Proposed Compass Hill Subdivision
Change of Zoning Request
Olsson Project Number 021-08042

The existing property (Tax Lot 8A 22-14-13) is zoned AG – Agriculture District and is non-conforming to the zoning regulations for an AG lot, therefore it is requested to be rezoned to RD-60. This zoning is consistent with the surrounding development and is also in compliance with the future land use plan.

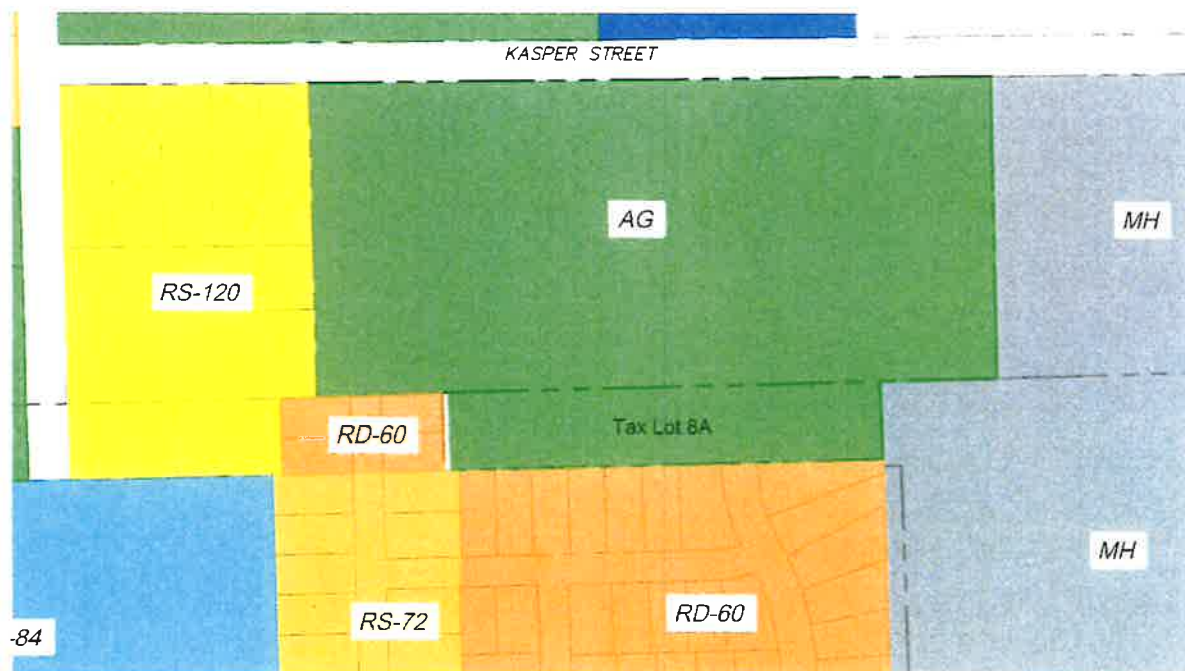


Figure 1. Existing Zoning Map

Sincerely,

Aaron Wiese, PE
Olsson Project Manager

RECEIVED
DEC 22 2022
PLANNING DEPT.

DWG: F:\2021\08001-08500\021-08042\40-Design\Exhibits\22-08-26_Zoning Map\22-08-26_Existing Zoning_021-08042.dwg
DATE: Dec 21, 2022 1:21pm
USER: jvelo
XREFS: C_XBNDY_02108042



FORT CROOK RD. N.

RECEIVED
DEC 22 2022
PLANNING DEPT.

PROJECT NO: 021-08042
DRAWN BY: CJR
DATE: 08/26/2022

EXISTING ZONING MAP

olsson

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

EXHIBIT
1

DWG: F:\2021\08001-08500\021-08042\40-Design\Exhibits\22-08-26_Zoning_Map\22-08-26_Proposed_Zoning_021-08042.dwg
DATE: Dec 21, 2022 1:17pm
USER: jvelo
XREFS: C:\XNDY_02108042



FORT CROOK RD. N.

RECEIVED
DEC 22 2022
PLANNING DEPT.

PROJECT NO: 021-08042
DRAWN BY: CJR
DATE: 08/26/2022

PROPOSED ZONING MAP

olsson	2111 South 67th Street, Suite 200 Omaha, NE 68106 TEL 402.341.1118	EXHIBIT
		2

RECEIVED

JAN 25 2023

PLANNING DEPT.

To whom it may concern,

Well you've heard from us before.
We live on the property west of
the ~~Habitat~~ property, on Kasper St.

Of course we would love to
have the soy bean/cornfield next
to us and all the wildlife we
have enjoyed through the years.

Our wish would be that the
City would buy back the land
from habitat and perhaps put
a nice big park in this
annexed area (perhaps adjoining
the dog park and the future
Ft. Crook project), before that
opportunity is gone!

If none of this is possible
I appeal to you to look at the
plans, and for a little safer
area for 10th St. to be run
through would be to run it
more straight through instead
of curving up next to our
driveway. It is somewhat of
a blind hill there. I also
appeal to the City to encourage

some of the trees to be left bordering our property.

I know it is okay for trees to grow along city streets, so why take them all? they are places for wildlife, give us clean air, windbreaks, snow-breaks and shade for walkers along sidewalks.

We were encouraged to buy the outlots from habitat, but have heard nothing about that.

The property line issue has not been resolved as of yet.

At first we were promised 15 ft. would be dedded, but then it was changed to 7 ft.?

We do need to get a lawyer to pursue the adverse possession law on this if necessary.

My relatives have owned this property and assumed and maintained the property to the existing fence line for over 100 years. (Running 10th through is a good idea)
(Since 1912) Sincerely, Ralph & Laurel United
1201 Kasper St.

SARASOTA COUNTY GIS

SARASOTA COUNTY NEURAMA

Suggested

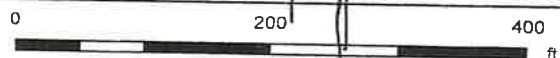
15th St

10th St

15th St



Est. Inc. City of Naperville, Illinois | Est. Inc. Sarasota County, Neura



Map Scale 1: 2257

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



Notes



RECEIVED
 JAN 25 2023
 PLANNING DEPT.

9601 S 10th Street
Bellevue, NE 68147
January 23, 2023

Bellevue Planning Department
1510 Wall Street
Bellevue, NE 68005

RECEIVED
JAN 26 2023
PLANNING DEPT.

RE: Rezone request for Compass Hill lots 1 and 2

Planning Commission:

We are writing to let you know we are not opposed to the rezoning request. However, we are strongly opposed to any proposed plats that would put South 10th Street straight through to Kasper. Such a move would turn 10th Street into a heavily traveled thoroughway for high school traffic, with nothing but their consciences to slow drivers down between Thurston and Kasper.

The proposed plat shown to residents last year had South 9th Street ending in a T-intersection on the proposed development plan. As a result, drivers would have to stop at the intersection and turn one way or the other before proceeding.

We would have no objection if 10th Street also ended in a T-intersection barely north of its current termination point.

Thank you.



Nicholas and Diane Ferrara

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15a.
3/7/2023

COUNCIL MEETING DATE: March 7, 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 checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Resolution 2023-06: Approving the proposed first amendment to the FY2022-2023 Budget for the Sarpy County Wastewater Agency

SYNOPSIS/BACKGROUND:

The Sarpy County and Cities Wastewater Agency consist of Sarpy County and the cities of Papillion, Bellevue, Springfield, La Vista and Gretna. The Agency and its members are required to approved the annual budget and amendments. The Agency Board has approved the proposed the first amendment to the FY2022-2023 budget and the City Council needs to review and approve the same.

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 Resolution 2023-06 approving the First Amendment to the Sarpy County and Cities Wastewater Agency FY2022-2023 Budget.

ATTACHMENTS:

1. <input type="text" value="Resolution No. 2023-06"/>	2. <input type="text" value="Exhibit A"/>	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]

RESOLUTION NO. 2023-06

WHEREAS the City of Bellevue (“Bellevue”) is a party to an agreement (the “Agreement”) entered into pursuant to the Interlocal Cooperation Act, set out in Nebraska Revised Statute §13-801 et seq., by and between Sarpy County and the cities of Papillion, Bellevue, Gretna, La Vista and Springfield (the “Members”), which formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the “Agency”); and,

WHEREAS, pursuant to Section IX of the Agreement, the Agency Board is required to approve an itemized annual budget which shall be presented to and subject to the approval of the individual governing body of each Member; and,

WHEREAS, on or about May 7, 2022 the Bellevue City Council approved the FY 2022-2023 budget for the Agency; and

WHEREAS, pursuant to Agency Resolution No. 2022-014, the Agency Board previously approved the Sarpy County and Cities Wastewater Agency FY2022-2023 Budget, and

WHEREAS, the Bellevue City Council deems its appropriate and advisable to approve the proposed First Amendment to the FY2022-2023 Budget, which is attached hereto and incorporated herein as **Exhibit “A”**.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Bellevue, Nebraska that the proposed First Amendment to the Sarpy County and Cities Wastewater Agency FY2022-2023 Budget is hereby approved.

ADOPTED AND APPROVED this _____ day of March 2023.

Mayor

ATTEST:

Approved as to Form:

City Clerk

City Attorney

Exhibit “A”

First Amendment to FY 2022-2023 Budget

BOARD OF SARPY COUNTY AND CITIES WASTEWATER AGENCY

**RESOLUTION APPROVING THE FIRST AMENDMENT TO SARPY COUNTY AND
CITIES WASTEWATER AGENCY FY2022-2023 BUDGET**

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, et seq. (the “Act”), Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna entered into an agreement (as amended, the “Formation Interlocal”), and formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the “Agency”) (all capitalized terms not otherwise expressly defined herein shall have the same meanings as provided in the Formation Interlocal);

WHEREAS, the Agency is a separate body corporate and politic under the Act;

WHEREAS, pursuant to the Agency Formation Interlocal, the powers of the Agency as a body are exercised by the Agency Board;

WHEREAS, pursuant to Agency Resolution No. 2022-014, the Agency Board previously approved the Sarpy County and Cities Wastewater Agency FY2022-2023 Budget (the “FY2022-2023 Budget”);

WHEREAS, the Agency Treasurer proposed and presented to the Agency Board the amended FY2022-23 Budget; and

WHEREAS, the Agency Board discussed the proposed amended FY2022-2023 Budget and after discussion the Board deemed it advisable to approve the proposed amended FY2022-2023 Budget, attached hereto as **Exhibit A**, pursuant to Section IX of the Agency Formation Interlocal to be presented to the governing body of each Agency Member.

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD that the attached amended FY2022-2023 Budget is hereby approved and shall be presented to and subject to the approval of the individual governing body of each Agency Member; and

NOW, THEREFORE, IT FURTHER BE RESOLVED BY THE AGENCY BOARD that the Agency Board Chairman is hereby authorized to execute, on behalf of the Agency Board, any and all documents associated with or in furtherance of the amended FY2022-2023 Budget.

The above Resolutions were approved by a vote of the Sarpy County and Cities Wastewater Agency Board at a public meeting duly held in accordance with applicable law on the 25th day of January, 2023.

Lisa A. Haine

Sarpy County and Cities
Wastewater Agency Secretary



David R. Kelly

Sarpy County and Cities Wastewater
Agency Board Chairman

2023-001

Exhibit A

Amended FY2022-2023 Budget

[attached]

SARPY COUNTY & CITIES WASTEWATER AGENCY
FY 2023 PROPOSED BUDGET AMENDMENT #1
07/01/2022 to 06/30/2023

	FY2022 Budget Amendment #1	Adopted FY 2023 Budget	Actual FY 2023 Jul-Nov	Proposed FY 2023 Amendment #1
10000 Money Market				
10010 Operation and Maintenance		\$ 1,424,075	\$ 1,424,075	\$ 1,424,075
10020 Loan Payment		\$ 1,500,000	\$ 1,500,000	\$ 1,500,000
10030 County Repayment		\$ -	\$ -	\$ -
10040 Surplus		\$ 4,171,519	\$ 4,171,519	\$ 4,171,519
Total 10000 Money Market	\$ 6,457,866	\$ 7,095,594	\$ 7,095,594	\$ 7,095,594
REVENUES:				
25000 CWSRF Planning Loan	\$ 1,944,599	\$ -	\$ -	\$ -
25010 CWSRF Construction Loan	\$ 9,035,000	\$ 44,138,500	\$ 6,694,026	\$ 55,013,500
25020 Additional Construction Loan or Grant	\$ -	\$ -	\$ -	\$ -
26000 Member PILOT Contributions	\$ 321,900	\$ 150,000	\$ -	\$ 589,659
40005 Gemini Customer Contribution Funds Used	\$ 4,930,000	\$ 5,970,000	\$ 2,238,770	\$ 5,970,000
40100 Connection Fees	\$ 5,500,000	\$ 25,000	\$ -	\$ 2,055,000
40200 User Rate Charges	\$ -	\$ -	\$ -	\$ -
40300 Misc. Revenue	\$ -	\$ -	\$ -	\$ -
40310 Federal Earmark	\$ -	\$ 3,400,000	\$ -	\$ 3,400,000
40320 Sarpy County ARPA Funds	\$ -	\$ -	\$ -	\$ 7,000,000
40400 Bellevue Expanded Force Main Payment	\$ -	\$ 2,000,000	\$ -	\$ 3,650,000
45001 Interest	\$ 192,000	\$ 150,000	\$ 47,705	\$ 150,000
TOTAL REVENUES:	\$ 21,923,499	\$ 55,833,500	\$ 8,980,501	\$ 77,828,159
TOTAL RESOURCES AVAILABLE:	\$ 28,381,365	\$ 62,929,094	\$ 16,076,095	\$ 84,923,753
EXPENDITURES:				
Reimbursement to Sarpy County for Reimbursable Contributions	\$ -	\$ -	\$ -	\$ -
Principal Repayment to NDEE for Planning Loan	\$ 250,000	\$ 500,000	\$ -	\$ 500,000
60001 Financial Advisor Fees	\$ 200,000	\$ 100,000	\$ 36,377	\$ 200,000
60005 Consulting Fees				
60005.01 Steven Jensen Consulting	\$ 48,000	\$ 30,000	\$ 2,663	\$ 30,000
60005.02 Christine Myers Consulting	\$ 12,000	\$ 12,000	\$ 3,850	\$ 12,000
60005.40 Midwest ROW Consulting	\$ 100,000	\$ 442,000	\$ -	\$ 442,000
Total 60005 Consulting Fees	\$ 160,000	\$ 484,000	\$ 6,513	\$ 484,000
60006 Engineering Fees				
60006.01 Misc. Engineering Fees	\$ 45,000	\$ 20,000	\$ 2,105	\$ 20,000
60006.02 Phase 1A Engineering Fees	\$ 2,400,000	\$ 80,000	\$ 130,620	\$ 150,000
60006.03 Task Order 3 Engineering Fees	\$ 120,000	\$ 31,000	\$ 20,820	\$ 31,000
60006.04 Industrial Sewer System Engineering Fees	\$ 120,000	\$ -	\$ -	\$ -
Total 60006 Engineering Fees	\$ 2,685,000	\$ 131,000	\$ 153,545	\$ 201,000
60007 Agency Loan Admin Fees	\$ 24,190	\$ 24,000	\$ -	\$ 49,000
60010 Legal & Professional Services				
60020 Printing & Legal Notices	\$ 2,400	\$ 2,000	\$ 49	\$ 2,000
60030 Insurance	\$ 50,000	\$ 28,500	\$ 25,016	\$ 28,500
60040 Bookkeeping, Payroll & Financial Statements	\$ 16,300	\$ 17,000	\$ 3,581	\$ 60,000
60050 Audit Fees	\$ 19,250	\$ 18,000	\$ 7,000	\$ 18,000
60060 Legal Services	\$ 550,000	\$ 550,000	\$ 110,496	\$ 550,000
60070 Other Professional Services	\$ -	\$ -	\$ 73,663	\$ 115,500
60080 Rate Study Services	\$ -	\$ 70,000	\$ -	\$ 70,000
Total 60010 Legal & Professional Services	\$ 637,950	\$ 685,500	\$ 219,805	\$ 844,000
60100 USSWS Project Costs				
60110 Right-of-Way, Easements, and Land Acquisitions	\$ 1,100,000	\$ 1,700,000	\$ 297,825	\$ 1,700,000
60120 Springfield Creek Interceptor Sewer (SCI)	\$ 5,970,000	\$ 4,600,000	\$ 3,031,062	\$ 6,200,000
60130 Industrial Sewer System (ISS)	\$ 4,350,000	\$ 5,900,000	\$ 2,133,315	\$ 5,700,000
60140 Lift Stations (LS)	\$ -	\$ 7,000,000	\$ 51,481	\$ 8,930,000
60143 Force Main, Segments 1-4 (FM)	\$ -	\$ 23,000,000	\$ 5,711,037	\$ 43,360,000
60146 Zwiebel Creek Subbasin 3 Interceptor Sewer (ZC3)	\$ -	\$ 7,000,000	\$ 564,890	\$ 5,350,000
60150 SCI Bid Phase Services	\$ 40,000	\$ -	\$ -	\$ -
60160 ISS Bid Phase Services	\$ 40,000	\$ -	\$ -	\$ -
60170 SCI Construction Phase Services	\$ 420,000	\$ 415,500	\$ 178,523	\$ 415,500
60175 HDR LS, FM & ZC3 Phase 1A Construction Phase Services	\$ -	\$ 1,600,000	\$ 180,116	\$ 1,600,000

SARPY COUNTY & CITIES WASTEWATER AGENCY
FY 2023 PROPOSED BUDGET AMENDMENT #1
07/01/2022 to 06/30/2023

	FY2022 Budget Amendment #1	Adopted FY 2023 Budget	Actual FY 2023 Jul-Nov	Proposed FY 2023 Amendment #1
60180 ISS Construction Phase Services	\$ 420,000	\$ 366,000	\$ 140,268	\$ 366,000
60185 LS, FM & ZC3 Phase IA Construction Testing, Surveying	\$ -	\$ 250,000	\$ -	\$ 315,000
Total 60100 USSWS Project Costs	\$ 12,340,000	\$ 51,831,500	\$ 12,288,517	\$ 73,936,500
62000 USSWS Operations & Maintenance				
62010 ISS/Basin Electrical O&M	\$ -	\$ 500	\$ -	\$ 500
62020 ISS/Basin Grounds O&M	\$ 1,150	\$ 2,500	\$ -	\$ 2,500
62030 ISS Line O&M	\$ -	\$ 500	\$ -	\$ 500
62040 ISS/Basin Manhole/Structure O&M	\$ -	\$ 500	\$ -	\$ 500
62050 ISS/Basin Misc. O&M	\$ -	\$ 500	\$ -	\$ 500
62060 ISS/Basin Permit Compliance	\$ -	\$ 500	\$ -	\$ 500
62070 ISS/Basin Sampling & Testing	\$ -	\$ 1,200	\$ -	\$ 1,200
62080 ISS/Basin Software	\$ -	\$ 1,500	\$ -	\$ 1,500
62090 ISS/Basin Supply Power	\$ -	\$ 1,200	\$ -	\$ 1,200
62100 ISS/Basin Wireless/Internet	\$ -	\$ 1,200	\$ -	\$ 1,200
62310 USSWS Electrical O&M	\$ -	\$ -	\$ -	\$ -
62320 USSWS Grounds O&M	\$ 1,150	\$ 2,500	\$ -	\$ 2,500
62330 USSWS Line O&M	\$ -	\$ -	\$ -	\$ -
62340 USSWS Manhole O&M	\$ -	\$ -	\$ -	\$ -
62350 USSWS Misc. O&M	\$ -	\$ 500	\$ -	\$ 500
62360 USSWS Permit Compliance	\$ -	\$ 500	\$ -	\$ 500
62370 USSWS Sampling & Testing	\$ -	\$ 500	\$ -	\$ 500
62380 USSWS SCADA System	\$ -	\$ -	\$ -	\$ -
62390 USSWS Supply Power	\$ -	\$ 600	\$ -	\$ 600
62400 USSWS Wireless/Internet	\$ -	\$ 600	\$ -	\$ 600
62500 USSWS One-Call Locates	\$ -	\$ -	\$ -	\$ -
62510 ISS One-Call Locates	\$ -	\$ 300	\$ -	\$ 300
62540 Misc. Shipping	\$ 100	\$ 100	\$ -	\$ 100
62550 Contracted Services	\$ -	\$ 1,000	\$ -	\$ 1,000
62950 O&M Contingency Funds	\$ -	\$ 10,000	\$ -	\$ 10,000
Total 62000 USSWS Operations & Maintenance	\$ 2,400	\$ 26,700	\$ -	\$ 26,700
63000 Vehicles & O&M Equipment				
63001 Vehicles	\$ 32,200	\$ 60,300	\$ 42,172	\$ 60,300
63003 Large Equipment (+\$5,000)	\$ 7,000	\$ 6,000	\$ 5,850	\$ 6,000
63006 Small Equipment (-\$5,000)	\$ 2,400	\$ 3,500	\$ 2,582	\$ 3,500
63008 Equipment/Tool Rental	\$ 1,200	\$ 3,000	\$ -	\$ 3,000
63010 Vehicle Fuel	\$ 2,400	\$ 9,000	\$ 844	\$ 9,000
63020 Equipment Fuel	\$ -	\$ 1,000	\$ -	\$ 1,000
63040 Vehicle Repairs & Maintenance	\$ -	\$ 4,000	\$ 284	\$ 4,000
63050 Equipment Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -
63070 Safety / PPE	\$ 1,200	\$ 2,000	\$ 637	\$ 2,000
63090 Insurance: Commercial Automobile	\$ -	\$ 3,500	\$ 4,329	\$ 3,500
63950 Equipment Contingency Funds	\$ -	\$ 10,000	\$ -	\$ 10,000
Total 63000 Vehicles & O&M Equipment	\$ 46,400	\$ 102,300	\$ 56,698	\$ 102,300
64000 Office Equipment & Supplies				
64005 Office Supplies	\$ 300	\$ 300	\$ 198	\$ 300
64010 Office Tools, Equipment & Maintenance	\$ 2,400	\$ 600	\$ -	\$ 600
64020 Computers, Printers & Furniture	\$ 10,000	\$ 6,000	\$ 2,250	\$ 6,000
64030 Software / SAS	\$ 12,000	\$ 17,000	\$ 2,986	\$ 17,000
64035 SCIS IT Services	\$ 5,000	\$ 12,000	\$ 1,405	\$ 12,000
64040 Insurance: Electronic Data Processing	\$ -	\$ 250	\$ 100	\$ 250
64050 Office Rental	\$ 8,360	\$ 9,000	\$ 18,000	\$ 18,000
64060 Postage & Shipping	\$ 180	\$ 90	\$ 62	\$ 90
Total 64000 Office Equipment & Supplies	\$ 38,240	\$ 45,240	\$ 25,001	\$ 54,240
65000 Personnel & Benefits				
65010 Salaries, Full Time	\$ 100,000	\$ 226,000	\$ 42,462	\$ 226,000
65012 Phone Allowance	\$ -	\$ 2,400	\$ 300	\$ 2,400
65020 Payroll Taxes	\$ 7,560	\$ 18,080	\$ 3,083	\$ 18,080
65030 Deferred Compensation	\$ 10,000	\$ 27,500	\$ 1,218	\$ 27,500
65040 Health Insurance	\$ 27,600	\$ 50,000	\$ 7,262	\$ 50,000
65045 Post-Employment Health Insurance Plan	\$ -	\$ 2,845	\$ 1,404	\$ 2,845

SARPY COUNTY & CITIES WASTEWATER AGENCY
FY 2023 PROPOSED BUDGET AMENDMENT #1
07/01/2022 to 06/30/2023

	FY2022 Budget Amendment #1	Adopted FY 2023 Budget	Actual FY 2023 Jul-Nov	Proposed FY 2023 Amendment #1
65050 Dental Insurance	\$ 1,440	\$ 1,800	\$ 284	\$ 1,800
65060 Life Insurance	\$ 600	\$ 110	\$ 15	\$ 110
65070 Disability Insurance	\$ 1,500	\$ 800	\$ -	\$ 800
65080 Unemployment / Benefit Payout	\$ 300	\$ 1,000	\$ -	\$ 1,000
65090 Workers Compensation Insurance	\$ 4,000	\$ 12,500	\$ 4,805	\$ 12,500
65100 Uniform Allowance	\$ 1,500	\$ 2,500	\$ -	\$ 2,500
65110 Licenses / Certifications	\$ 1,800	\$ 1,500	\$ -	\$ 1,500
65120 Books / Periodicals	\$ 400	\$ 500	\$ -	\$ 500
65130 Organizational Dues	\$ 1,200	\$ 1,800	\$ 635	\$ 1,800
65140 Professional Dev. / Conferences	\$ 1,200	\$ 2,000	\$ 1,520	\$ 2,000
65150 Travel & Lodging	\$ 1,200	\$ 2,000	\$ 207	\$ 2,000
65160 Recruitment & Onboarding	\$ 3,000	\$ 1,000	\$ -	\$ 1,000
65170 Personnel Contingency Funds	\$ 30,000	\$ 20,000	\$ (164)	\$ 10,000
65300 Reimbursement to Agency Members for Secretary & Treasurer	\$ -	\$ 24,000	\$ -	\$ -
Total 65000 Personnel & Benefits	\$ 193,300	\$ 398,335	\$ 63,031	\$ 364,335
TOTAL EXPENDITURES:	\$ 16,577,480	\$ 54,328,575	\$ 12,849,487	\$ 76,762,075
NET REVENUES - EXPENDITURES:	\$ 5,346,019	\$ 1,504,925	\$ (3,868,986)	\$ 1,066,084
ENDING MONEY MARKET BALANCE:	\$ 11,803,885	\$ 8,600,519	\$ 3,226,608	\$ 8,161,678

FY 2023 Budget Amendment #1 Adopted by Agency Governing Body: 1/25/2023

FY 2023 Budget Amendment #1 Adopted by Sarpy County Governing Body: _____

FY 2023 Budget Amendment #1 Adopted by Bellevue Governing Body: _____

FY 2023 Budget Amendment #1 Adopted by Gretna Governing Body: _____

FY 2023 Budget Amendment #1 Adopted by La Vista Governing Body: _____

FY 2023 Budget Amendment #1 Adopted by Papillion Governing Body: _____

FY 2023 Budget Amendment #1 Adopted by Springfield Governing Body: _____

FY 2023 Agency Budget Amendment #1 Effective Date: _____

*Budget becomes effective upon approval by the governing bodies of all participating entities.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

++15b.
3/7/2023

COUNCIL MEETING DATE: March 7, 2023		SUBMITTED BY: Legal Department	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Resolution No. 2023-07 to provide that the Sarpy County Election Commissioner shall be responsible for verification of voters

SYNOPSIS/BACKGROUND:

The City received a prospective initiative petition on August 26, 2022, received by the City Clerk's office. The City Clerk certified the petition for circulation on or about August 30, 2022. Pursuant to statute, the petitioners had 6 months from the date the Clerk certified the petition for circulation to gather the requisite amount of signatures and file the same with the City Clerk. The petitioners filed the signed petitions with the Bellevue City Clerk on or about February 26, 2023, which complies with the 6 month timeline. The signatures must now be verified to determine if the petitioners gathered the requisite amount of signatures.

Pursuant to statute, the City, by passage of a resolution, and the county election commissioner may mutually agree to provide that the election commissioner shall ascertain whether or not the petition is signed by the requisite numbers of voters. The City believes that the election commissioner has the resources available and is in a better position to verify the signatures. Passage of this resolution, along with the corresponding Agreement for Verification of Voters on this agenda, is necessary to comply with state statute and provide for the election commissioner handling the verification process.

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 mayor to sign Resolution No. 2023-07.

ATTACHMENTS:

1. <input type="text" value="Resolution No. 2023-07"/>	2. <input type="text" value="Proposed Agreement for Verification of Voters"/>	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]

RESOLUTION NO 2023-07

WHEREAS, the City of Bellevue (“City”) received a Prospective Petition and request for a Special Election on or about August 26, 2022; and

WHEREAS, should the Petitioners receive signatures from twenty-percent (20%) of the qualified electors of the City, the signed petitions must be filed with the Bellevue City Clerk for verification; and

WHEREAS, pursuant to Nebraska Revised Statute 18-2518 the City, by passage of a Resolution, and the Election Commissioner are allowed to enter into an agreement, that provides that the Election Commissioner shall be responsible for ascertaining whether the Petition is signed by the requisite number of voters; and

WHEREAS, the City believes that the Election Commissioner has the resources and availability to voter registration information and that the Election Commissioner is in a better position to ascertain whether the petition is signed by the requisite number of voters; and

WHEREAS, the City understands that pursuant to Neb. Rev. Stat. 18-2518 that it shall reimburse the Election Commissioner for any costs incurred; and

WHEREAS, pursuant to 18-2518, when it has been determined that one hundred percent of the necessary signatures required by the Municipal Initiative and Referendum Act have been obtained, the Election Commissioner shall notify the governing body of the municipality of that fact and shall immediately forward to the governing body a copy of the petition; and

WHEREAS, the parties are bound by the requirements outlined in the Municipal Initiative and Referendum Act (Neb. Rev. Stat. 18-2501 et seq) in all duties and obligations pertaining to the Special Election that was requested August 26, 2022; and

WHEREAS, the obligations of the Election Commissioner regarding the August 26, 2022, petition received by the City shall not begin until the signed petition is filed with the City Clerk pursuant to Neb. Rev. Stat. 18-2518 and the City Clerk provides the same to the Election Commissioner.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA, that the City is hereby approving this Resolution and incorporating all terms above herein and is further requesting the Election Commissioner , to approve the Agreement for Verification of Voters, a copy of which is attached hereto.

ADOPTED AND APPROVED this _____ day of March 2023.

Mayor

ATTEST:

Approved as to Form:

City Clerk

City Attorney

AGREEMENT FOR VERIFICATION OF VOTERS

This Agreement for Verification of Voters (hereinafter “Agreement”) is made and entered into this ___ day of March, 2023 by and between the Sarpy County Election Commissioner, (hereinafter “Election Commissioner”), and the City of Bellevue, Nebraska, (hereinafter “City”); collectively known as the “Parties”.

RECITALS

WHEREAS, the City received a prospective petition on or about August 26, 2022; and

WHEREAS, pursuant to Neb. Rev. Stat. §18-2512, on or about August 30, 2022, the City Clerk verified that the prospective petition was in proper form and authorized the circulation of the petition; and,

WHEREAS, the petitioners filed the signed petitions with the Bellevue City Clerk for verification of the requisite number of signatures on or about February 27, 2023; and

WHEREAS, pursuant to Neb. Rev. Stat. §18-2525 the petition is required to bear signatures equal in number to at least twenty percent of the qualified electors of the City; and,

WHEREAS, pursuant to Nebraska Revised Statute §18-2518 the City and Election Commissioner may enter into an agreement which requires the Election Commissioner to ascertain whether the whether the petition is signed by the requisite number of voters; and

WHEREAS, the City believes that the Election Commissioner has the resources and availability to voter registration information and that the Election Commissioner is in a better position to ascertain whether the petition is signed by the requisite number of voters; and

WHEREAS, the City understands that pursuant to Neb. Rev. Stat. §18-2518 that it shall reimburse the Election Commissioner for any costs incurred; and

NOW, THEREFORE, in consideration of the foregoing, it is mutually agreed by and between the Election Commissioner and City as follows:

1. City Duties. City hereby agrees to fully perform the following duties and obligations:
 - a. Verify that the filed petitions conform with the requirements of Neb. Rev. Stat. §§18-2514 and 32-628, including but not limited to the following:
 - i. The petition shall be a single sheet of paper conforming to the above statutes.
 - ii. Every sheet of a petition which contains signatures shall have upon it, below the signatures, a notarized affidavit.
 - iii. Each sheet of a petition shall have upon its face and in plain view of persons who sign the petition a statement in letters not smaller than sixteen-point type in red print on the petition. If the petition is circulated by a paid

circulator, the statement shall be as follows: This petition is circulated by a paid circulator. If the petition is circulated by a circulator who is not being paid, the statement shall be as follows: This petition is circulated by a volunteer circulator.

- b. City shall not transfer or submit any petitions that do not comply with aforementioned statutes or Section 1.a. to the Election Commissioner for signature verification.
 - c. City shall number each signed petition sequentially and deliver the original signed petitions to the Election Commissioner for signature verification.
 - d. Provide an inventory list and written receipt for the signed petitions transferred to the Election Commissioner.
 - e. Coordinate with the Election Commissioner as needed to share updates on the verification process.
 - f. The petitions will remain the property of the City and upon completion of verification process, City shall keep and store the petitions as required by law.
2. Election Commissioner Duties. Election Commissioner hereby agrees to fully perform the following duties and obligations:
- a. Upon receipt of the signed petitions, the Election Commissioner shall issue a written receipt indicating the number of pages of the petition in her custody.
 - b. Election Commissioner shall verify the signatures on petitions conforming to the requirements set forth in Section 1.a. and ascertain whether the petition is signed by the requisite number of voters.
 - c. Election Commissioner shall not verify signatures on any petition which does not conform the requirements of Section 1.a.
 - d. Maintain facilities and supplies as are necessary or required to deliver the verification and petition services provided for herein.
 - e. Maintain sufficient personnel who are trained to provide the services that are the subject of this Agreement.
 - f. Meet with City for the purpose of information sharing to include any updates on the verification process.
 - g. Keep track of all costs and expenses incurred as a result of this Agreement.
 - h. Upon determination that one hundred percent of the necessary signatures required by the Municipal Initiative and Referendum Act have been obtained, Election Commissioner shall notify the City and shall immediately forward a copy of the petition.
 - i. Return the signed petitions to the City upon completion of the signature verification process.
3. Payment for Services.
- a. City shall reimburse Election Commissioner for all costs incurred by Election Commissioner in performing the services of this Agreement which include, but are not limited to, the compensation of temporary and permanent employees of the

Election Commissioner, the costs of office supplies, copies, and printing and all other expenses incurred as a result of this Agreement.

- b. Election Commissioner will submit an itemized invoice to the City upon completion of the verification process.
 - c. City will pay the invoice from the Election Commissioner within 30 days of receipt of same.
4. Third Party Beneficiary. Except as may be expressly provided or incorporated by reference herein, including, without limitation, the indemnification provision hereof, no provision of this Agreement is intended, nor shall it be interpreted, to provide or create any third party beneficiary right or any other rights of any kind in any individual, person, or entity.
 5. Indemnification. The City shall indemnify, defend and hold harmless the Election Commissioner, its officers, boards, commissioners, agents, employees, attorneys, consultants, and independent contractors (collectively “the Indemnified Parties”) from and against any and all third party lawsuits, claims, workers’ compensation actions, actions, liabilities, demands, damages, judgments, settlements, disability, losses, expenses (including reasonable attorney’s fees and disbursements) and costs of any nature that any of the Indemnified Parties may at any time suffer, sustain or incur arising out of, based upon or in any way connected with (a) this Agreement and the Election Commissioner’s actions on behalf of and while providing services for the City per this Agreement, and (b) this Agreement and the actions of the City per this Agreement. The City is not obligated to indemnify the Election Commissioner for any claim arising out of the Election Commissioner’s negligent acts or omissions, including recklessness or willful misconduct.
 6. Severability. It is understood and agreed by the Parties hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the Parties shall be constructed and enforced as if the Agreement did not contain that particular part, term, condition, or provision held to be invalid.
 7. Entire Agreement. This Agreement contains the entire understanding of the Parties hereto with respect to the transactions contemplated hereby. No representations, warranties, undertakings, or promises whether oral, implied, written, or otherwise have been made by either Party hereto to the other unless expressly stated in this Agreement. Any changes, corrections, or additions to this agreement must be made in a written amendment to this agreement and such amendment must be signed by both parties or their legal representatives.
 8. Governing Law. This Agreement shall be governed in all respects by the laws of the State of Nebraska and the venue for any litigation with respect hereto shall be in the courts of Sarpy County, Nebraska.

9. Independent Contractor. It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that either Party or their personnel, employees, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries, and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, worker's compensation, unemployment compensation, group insurance coverage, collective bargaining agreements, or any other such similar matters.

10. New Employee Work Eligibility Status. The Parties agree to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Parties are required and hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

11. Termination. This Agreement shall automatically terminate when the obligations of each Party under this Agreement have been completed or as otherwise agreed to in writing by the Parties.

12. Incorporation of Recitals. The Recitals set out above are hereby incorporated within and part of this Agreement.

[Remainder of page intentionally left blank.]

[Signature pages immediately follow.]

IN WITNESS WHEREOF, we, the contracting Parties, by our respective duly authorized agents, hereby enter into the Agreement, effective on the day and year affixed hereon, with the signatures below.

Executed by the City of Bellevue, Nebraska this __ day of March, 2023.

CITY OF BELLEVUE, NEBRASKA

Mayor

ATTEST:

City Clerk

Executed by the Sarpy County, Nebraska Election Commissioner this __ day of March, 2023.

ELECTION COMMISSIONER,
SARPY COUNTY, NEBRASKA

Emily Ethington, Sarpy County
Election Commissioner

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16b.
3/7/2023

COUNCIL MEETING DATE: 03/07/2023		SUBMITTED BY: Legal Department	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Amendment to Agreement between Sarpy County, Nebraska Humane Society, and the Cities of Bellevue, Gretna, La Vista, Papillion, Springfield and Ralston, Nebraska for animal control services.

SYNOPSIS/BACKGROUND:

On March 15, 2022, the City of Bellevue Approved an Agreement between Sarpy County, the Nebraska Humane Society, and the City, along with various other cities within Sarpy County. The Agreement was for certain animal control services that would be provided by the Nebraska Humane Society to the county and cities involved.

This Amendment to that Agreement is proposed by Sarpy County and solely affects Sarpy County. The amendment involves the Nebraska Humane Society's collection of cat licenses fees for the County only, and does not change any portion of the agreement and animal control services provided to the City of Bellevue by NHS. Since the agreement requires approval of all parties to the agreement for any amendments, it is before Bellevue City Council for approval.

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 Amendment to the March 15, 2022 Agreement with NHS for animal control services.

ATTACHMENTS:

- | | | |
|--|---|-------------------------|
| 1. <input type="text" value="Amendment to the Agreement"/> | 2. <input type="text" value="March 15, 2022 Agreement with NHS"/> | 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: _____



AMENDMENT

This Amendment is entered into by and between the County of Sarpy (“County”); Nebraska Humane Society (“NHS”); and the cities of Bellevue, Gretna, La Vista, Papillion, Springfield, and Ralston, Nebraska (collectively “the Cities”).

WHEREAS, the Parties entered into an Agreement effective on March 15, 2022 concerning animal control services; and,

WHEREAS, clarification of the terms of the original agreement is necessary; and,

WHEREAS, the Parties wish to make such amendment in order to allow for the continued provision of services under the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in the original Agreement and stated herein, the Parties agree as follows:

1. Section 8 shall be amended to read as follows:

Animal license fees. Separate from the monthly fees identified in Section 3, NHS shall charge the residents of the County and Cities the following license fees beginning January 1, 2023.

- a. Dogs (altered): \$12.00
- b. Dogs (unaltered): \$25.00
- c. Late Fees (altered): \$10.00
- d. Late Fees (unaltered): \$20.00
- e. Senior Discount: free if altered
- f. Replacement tags: \$6.00

Further, separate from the monthly fees identified in Section 3, NHS shall charge the residents of the Cities the following license fees beginning January 1, 2023.

- a. Cats (altered): \$12.00
- b. Cats (unaltered): \$25.00
- c. Late Fees (altered): \$10.00
- d. Late Fees (unaltered): \$20.00
- e. Senior Discount: free if altered
- f. Replacement tags: \$6.00

NHS shall be entitled to keep any license fees collected as further consideration under this Agreement.

2. All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

CITY OF BELLEVUE, NEBRASKA
A municipal corporation and Nebraska Political
Subdivision

BY: _____
Rusty Hike, Mayor

Date: _____

Attest:

City Clerk

Approved as to Form:

City Attorney



Resolution 2022-077

BOARD OF COMMISSIONERS
SARPY COUNTY, NEBRASKA

Approving the Agreement Between Sarpy County, the Nebraska Humane Society (NHS), and the Cities of Bellevue, Gretna, La Vista, Papillion, Springfield, and Ralston, Nebraska Concerning Animal Control Services

Whereas, pursuant to Neb. Rev. Stat. §23-104(6), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

Whereas, pursuant to Neb. Rev. Stat. §23-103, the power of the County as a body are exercised by the County Board; and,

Whereas, the County, along with the Cities of Bellevue, La Vista, Gretna, Papillion, Springfield, and Ralston, desire to enter into a joint agreement with the Nebraska Humane Society for Animal Control Services; and,

Whereas, the County had previously entered into separate agreements with the Cities and the Humane Society in order to provide such services; and,

Whereas, all parties desire to streamline and simplify the agreement; and,

Whereas, entering into such an agreement is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that the agreement with the Nebraska Humane Society, and the Cities of Bellevue, La Vista, Gretna, Papillion, Springfield, and Ralston, a copy of which is attached hereto, is hereby approved.

BE IT FURTHER RESOLVED that the Chairman of this Board, in conjunction with the County Clerk, is hereby authorized to sign said agreement, and any related documents, the same being approved by this Board.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with the applicable law on the 15 day of March 2022

Attest:
SEAL




Sarpy County Chairman


Sarpy County Clerk/Register of Deeds Chief Deputy

AGREEMENT

THIS AGREEMENT is made by and between the County of Sarpy (“County”); Nebraska Humane Society (“NHS”); and the cities of Bellevue, Gretna, La Vista, Papillion, Springfield, and Ralston, Nebraska (collectively “the Cities”).

WHEREAS, the County and NHS previously entered into an agreement concerning animal control services;

WHEREAS, the County previously entered into separate interlocal agreements with the Cities; and

WHEREAS, this Agreement supersedes the previous agreements entered into between the County and NHS and the County and the Cities.

NOW, THEREFORE, in consideration of the following mutual agreements, the Parties agree as follows:

1. NHS services. NHS shall provide the following animal control services to the County (including the Offutt Air Force Base Capehart Housing Area, pursuant to a separate contractual relationship) and the Cities, in a manner that complies with applicable statutes, ordinances, and regulations and NHS policies and procedures:
 - a. Stray animal: pick-up, housing, and return to owner.
 - b. Animal License: production, tracking, and compliance enforcement.
 - c. Animal cruelty investigation.
 - d. Ordinance violation enforcement.
 - e. Deceased animal pick-up on private and/or public property.
 - f. Removal of animals killed on roadways.
 - g. Wildlife: pick-up of caged wildlife and capture of wildlife endangering citizens or public safety.
 - h. Disaster preparedness.
 - i. Law enforcement assistance.
 - j. Emergency response after midnight.
 - k. Animal rescue.
 - l. Rabies (animal bites): tracking and quarantine of animals.
 - m. Dangerous animal capture and containment.
 - n. Loose livestock capture (not on owner’s property).
 - o. Emergency response.
 - p. Animal euthanasia.
 - q. Pet shop inspections.
 - r. Cattery inspections.
 - s. Animal attraction inspections.
 - t. Animal lost and found.
 - u. Assist and serve as a member on animal control committees, such as the “City Problem Resolution Team.”

2. Supplies. NHS shall furnish all tools, labor, supplies, equipment, and materials to perform said work in accordance with provisions of this Agreement.
3. Per resident rates. In exchange for the services provided by NHS pursuant to this Agreement, the County and the Cities shall pay a monthly fee which is calculated based upon a rate of \$3.19 per resident. Monthly payments shall be made in accordance with Section 7. The number of residents in each jurisdiction is based upon 2020 Census data. The monthly rates for 2023 include a 1% population increase from the 2020 Census data to account for annexations that have taken place through December 31, 2021.
 - a. The monthly rates for April-December 2022 are as follows:
 - i. Bellevue: \$17,060
 - ii. Gretna: \$2,415
 - iii. La Vista: \$4,452
 - iv. Papillion: \$6,422
 - v. Springfield: \$399
 - vi. Ralston: \$1,726
 - vii. Sarpy County (unincorporated): \$19,921
 - b. The monthly rates for January-December 2023 are as follows:
 - i. Bellevue: \$17,231
 - ii. Gretna: \$2,439
 - iii. La Vista: \$4,496
 - iv. Papillion: \$6,486
 - v. Springfield: \$403
 - vi. Ralston: \$1,744
 - vii. Sarpy County (unincorporated): \$20,120
4. One-time payment resident fee (Cities). In consideration of the per resident rate of \$3.015 collected between January 1, 2022 and March 31, 2022, and the resident rate of \$3.19 established pursuant to this Agreement, the cities of Bellevue, Gretna, La Vista, and Papillion agree to make the following one-time payment to the County within 30 days after the execution of this agreement:
 - a. Bellevue: \$10,822
 - b. Gretna: \$3,432
 - c. La Vista: \$413
 - d. Papillion: \$1,260

The one-time resident fee payment is not required for Ralston or Springfield.

5. One-time payment, resident fee (County). In consideration of the per resident rate of \$3.015 collected between January 1, 2022 and March 1, 2022, and the resident rate of \$3.19 established pursuant to this Agreement, the County agrees to make a one-time payment of \$490 to NHS within 30 days after the execution of this Agreement.
6. One-time payment, population (County). During the contract years of 2020-2021, the County made per resident payments to NHS. The population calculation for those payments was unintentionally understated by 7,273 residents, which resulted in an underpayment of \$21,928. Accordingly, The County agrees to pay NHS a one-time payment of \$21,928 within 30 days after execution of this agreement.
7. Method of payments.
 - a. Payment from the Cities to the County. The monthly rates charged to the Cities pursuant to Section 3 shall be paid to the County no later than the 10th day of each month.
 - b. Monthly payment to NHS. The County shall collect the rates due from the County, and the rates paid by the Cities pursuant to Section 3, and remit said payments to NHS by the last day of the month.
 - c. One-time payment to NHS. The County shall collect the one-time payments due from the Cities pursuant to Section 4 and remit said payments to NHS within 45 days after execution of this Agreement.
 - d. In the event of any non-payment, the County shall designate in its remission which party(ies) payments are not included. If NHS has not received all amounts due on or before the applicable due date and such amount remains unpaid for fourteen (14) days after notice of nonpayment from NHS to the applicable party, then NHS may suspend its services until the nonpayment has been cured.
8. Animal license fees. Separate from the monthly fees identified in Section 3, NHS shall charge the residents of the County and the Cities the following license fees beginning January 1, 2023, provided that NHS shall be entitled to keep any license fees collected as further consideration under this Agreement:
 - a. Dogs (altered): \$12.00
 - b. Dogs (unaltered): \$25.00
 - c. Cats (altered): \$12.00
 - d. Cats (unaltered): \$25.00
 - e. Late Fees (altered): \$10.00
 - f. Late fees (unaltered): \$20.00
 - g. Senior Discount: free if altered
 - h. Replacement tags: \$6.00

9. Term. This Agreement shall be effective from the date of full execution of the Parties and expire on December 31, 2023. Notwithstanding the foregoing, this Agreement shall automatically terminate in the event the Nebraska Legislature adopts a bill that limits the ability of NHS to perform its duties hereunder.
10. Workplace discrimination. The Parties agree to, pursuant to Neb. Rev. Stat. § 73-102, comply with Title VI of the Civil Rights Act of 1964 as amended and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq.; in that there shall be no discrimination against any person who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.
11. Hold harmless. NHS agrees to indemnify and hold harmless the County and Cities, and their officers, employees, agents, and representatives, from all claims, suits or actions of every kind and character made upon or brought against same for or on account of any injuries or damages received or sustained by any party by or from the acts or omissions of NHS or its agents, representatives, and subcontractors doing work under this Agreement. NHS further agrees to pay court costs and attorney fees that may be incurred by the County or Cities in investigation and/or defending a claim, suit, or action as described in this section.
12. Financial interest. Pursuant to Neb. Rev. Stat. § 23-3113, the Parties affirm that no officer, member, or other employee of County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in review or approval of the undertaking described in this Agreement, or the performing of services pursuant to this Agreement, has any financial interest, either direct or indirect, in this Agreement.
13. Independent contractor. NHS is an independent contractor and shall be responsible for all required reporting of income and payment of taxes required by any Federal, State, or local statutes including. Each party shall be responsible for its own negligence and the negligence of its employees or agents.
14. Residency verification. NHS agrees to comply with the residency verification requirements of Neb. Rev. Stat. §§ 4-108 through 4-114. NHS is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by verify the work eligibility status of a newly hired employee.

15. Insurance. NHS shall maintain Worker's Compensation Insurance in accordance with the Worker's Compensation laws of the State of Nebraska; Professional Liability Insurance with a minimum coverage of \$1,000,000 per occurrence, \$2,000,000 if aggregate; Automobile Liability Insurance with a combined single limit coverage of \$1,000,000 for each accident; and Commercial General Liability of \$1,000,000 per occurrence, \$2,000,000 if aggregate. For the Commercial General Liability and Automobile Liability Insurance, the County and the Cities is to be named as an additional insured on the insurance coverage identified in this section. In addition, the insurance coverage identified in this section shall be kept in force during the life of the Agreement, and if there is any event of cancellation or material change in any of the insurance coverage, then NHS shall notify the County within thirty (30) days. NHS shall furnish proof of insurance coverage, if requested by the County or the Cities.
16. Cooperation. The County and each City agree to cooperate in good faith with, provide reasonable assistance to, and respond to reasonable requests for information from NHS as necessary or appropriate for NHS to furnish the services hereunder. Without limiting the foregoing, the County and each City agree to furnish the services of its applicable law department and police department when necessary to aid in the enforcement of administration of the applicable ordinances and regulations and agrees to coordinate and respond to any requests from the public for records related to the services hereunder.
17. Notices. Any notice or other communication required or permitted hereunder (each, a "notice"), shall be in writing. All such notices shall be delivered personally, by certified mail, return receipt requested, postage prepaid, or by reputable overnight courier (costs prepaid), and shall be deemed given (a) when delivered personally to the recipient, (b) one (1) business day after the date when sent to the recipient by reputable overnight courier service (costs prepaid), or (c) three (3) business days after the date when mailed to the recipient by certified mail, return receipt requested, postage prepaid. All such notices are to be made to the parties at the following addresses (or to such other address as any party may designate by a notice given in accordance with the provisions of this section):

County of Sarpy 1210 Golden Gate Drive Papillion, NE 68005 Attn: County Clerk	Nebraska Humane Society 8929 Fort Street Omaha, NE 68134 Attn: President/CEO
City of Bellevue 1500 Wall Street Bellevue, NE 68005 Attn: City Clerk	City of Gretna 204 N. McKenna Avenue P.O. Box 69 Gretna, NE 68028 Attn: City Clerk

City of La Vista 8116 Park View Blvd. La Vista, NE 68128 Attn: City Clerk	City of Papillion 122 E. Third Street Papillion, NE 68046 Attn: City Clerk
City of Springfield 170 N. 3 rd Street P.O. Box 189 Springfield, NE 68059 Attn: City Clerk	City of Ralston 5500 S. 77 th Street Ralston, NE 68127 Attn: City Clerk

Miscellaneous. This Agreement embodies the complete agreement between the parties with respect to the subject matter of this Agreement. No provision contained in this Agreement may be modified, amended or waived except by written agreement signed by each party to this Agreement. This Agreement shall be subject to and governed by the laws of the State of Nebraska. This Agreement may be executed in counterparts and may be executed and/or delivered by electronic means, all of which taken together shall constitute one and the same original instrument.

[Signature pages to follow]

DATED this 15th day of March, 2022.



CITY OF BELLEVUE, NEBRASKA
A municipal corporation and Nebraska Political
Subdivision

BY: Paul Cook
~~Mayor~~ Council President
Date: 3-15-2022

Attest:

Susan Kluthe
City Clerk

Approved as to Form:

A. Bruce Rubin
City Attorney

DATED this 15 day of March, 2022.

CITY OF GRETNA, NEBRASKA
A municipal corporation and Nebraska Political
Subdivision

By: 
Michael D. Evans, Mayor

ATTEST:



City Clerk




DATED this 15th day of March, 2022.

CITY OF LA VISTA, NEBRASKA
A municipal corporation and
Nebraska Political Subdivision



By: 
Douglas Kindig, Mayor

ATTEST:


Pam Buethe, City Clerk

CITY SEAL

DATED this 15th day of March, 2022.

ATTEST:

CITY OF PAPILLION, a Nebraska
Municipal Corporation and
Political Subdivision

Amber Powers
Nicole L. Brown, City Clerk
Amber Powers, Deputy City Clerk

By: [Signature]
David P. Black, Mayor

CITY SEAL



Dated this 5th day of April, 2022

CITY OF SPRINGFIELD, NEBRASKA

By: Robert Roseland
Robert Roseland, Mayor

ATTEST:

Kathleen R. Gottsch
Kathleen Gottsch, City Clerk

CITY SEAL



RESOLUTION
2022-14

Agreement between the Nebraska Humane Society (NHS), Sarpy County, and the Cities of Bellevue, Gretna, La Vista, Papillion, Ralston, and Springfield, Nebraska Concerning Animal Control Services

BE IT RESOLVED by the Mayor and City Council of the City of Springfield, Nebraska, as follows:

WHEREAS, the City of Springfield, Nebraska, a Municipal Corporation, along with Sarpy County and the Cities of Bellevue, Gretna, La Vista, Papillion, and Ralston, desire to enter into a joint agreement with the Nebraska Humane Society for animal control services; and

WHEREAS, all parties desire to streamline and simplify the agreement; and

WHEREAS, entering into such an agreement is in the best interests of the citizens of Springfield.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Springfield, Nebraska that the agreement with the Nebraska Humane Society, Sarpy County and Cities of Bellevue, Gretna, La Vista, Papillion, and Ralston, a copy of which is attached hereto as Exhibit "A," is hereby approved.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Governing Body of the City of Springfield, Nebraska that the Mayor is authorized to enter into said agreement.

Introduced and Passed this 5th day of April, 2022.

City Council Member Murtha moved the adoption of said resolution.

City Council Member Neitzel seconded the motion.

Record of Vote:

Ayes: Neitzel, Herzog, Murtha

Nays: None

Abstain: None

Absent: Craney

Resolution adopted, signed and billed as adopted.

Approved:

Robert Pastern
Mayor

SEAL



Attest:

Ann R. Gottsch
City Clerk

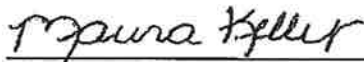
DATED this 5th day of April, 2022.



CITY OF RALSTON, NEBRASKA
A municipal corporation and
Nebraska Political Subdivision

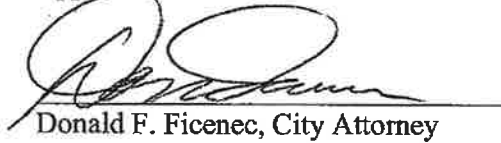

Donald A. Groesser, Mayor

ATTEST:



Maura Kelly, City Clerk

Approved as to form:


Donald F. Ficenec, City Attorney

Dated this 7th day of April, 2022.

NEBRASKA HUMANE SOCIETY
A Non-Profit Organization



Nancy Hintz
President and CEO

DATED this 15th day of March, 2022.

SARPY COUNTY, NEBRASKA
A Nebraska Political Subdivision

David R. Kelly
Chairperson, Board of Commissioners



Attest:

Rene Lousman
Sarpy County Clerk Chief Deputy

Approved as to form:

R. Wrope
Sarpy County Attorney

Sarpy County & Cities & Ralston

Animal Control Extension
January 1, 2022 to December 31, 2023

Key Provisions

- For the fees paid by cities and Sarpy County:
 - Per resident rate increased from \$3.015 to \$3.19, retroactive to 1/1/2022, a 5.8% increase. No increase 1/1/2023.
 - Population figures updated to 2020 census data using current boundaries. Assumes 1% increase on 1/1/2023.

- License fees paid by pet owners
 - These fees haven't changed in many years
 - Goal is to have consistent, county-wide rates
 - Cities to enact increases, effective January 1, 2023
 - All fees are considerably lower than Omaha.

1

1

Sarpy County & Cities & Ralston

Animal Control Extension
January 1, 2022 to December 31, 2023

Jurisdiction	Current Monthly Pmt (thru March 2022)	One-Time Pmt April 2022	Monthly Pmt April - Dec 2022	Monthly Pmt Jan - Dec 2023
Bellevue	\$ 13,453	\$ 10,822	\$ 17,060	\$ 17,231
Gretna	\$ 1,271	\$ 3,432	\$ 2,415	\$ 2,439
La Vista	\$ 4,314	\$ 413	\$ 4,452	\$ 4,496
Papillion	\$ 6,002	\$ 1,260	\$ 6,422	\$ 6,486
Springfield	\$ 408	\$ -	\$ 399	\$ 403
Unincorporated	\$ 19,758	\$ 490	\$ 19,921	\$ 20,120
Subtotal - Sarpy County	\$ 45,206	\$ 16,417	\$ 50,669	\$ 51,176
Ralston	\$ 1,827	\$ -	\$ 1,726	\$ 1,744
TOTALS	\$ 47,033	\$ 16,417	\$ 52,395	\$ 52,919

2

2

Sarpy County & Cities & Ralston

Animal Control Extension
January 1, 2022 to December 31, 2023

Jurisdiction	LICENSE FEES							
	Dogs		Cats		Late Fees		Senior	Replacement
	Altered	Unaltered	Altered	Unaltered	Altered	Unaltered	Discount	Tags
Bellevue	\$ 6.25	\$ 16.25	\$ 6.25	\$ 16.25	\$ 5.00	\$ 15.00	Free if Altered	\$ 0.50
Gretna	\$ 6.25	\$ 16.25	\$ 6.25	\$ 16.25	\$ 5.00	\$ 15.00	No	\$ 2.00
La Vista	\$ 6.25	\$ 16.25	\$ 6.25	\$ 16.25	\$ 5.00	\$ 15.00	Free if Altered	\$ 2.00
Papillion	\$ 6.25	\$ 16.25	\$ 6.25	\$ 16.25	\$ 5.00	\$ 15.00	Free if Altered	\$ 2.00
Springfield	\$ 6.25	\$ 16.25	\$ 6.25	\$ 16.25	\$ 5.00	\$ 15.00	Free if Altered	\$ 1.00
Unincorporated	\$ 11.75	\$ 15.75	\$ -	\$ -	\$ 9.50	\$ 5.50	Free if Altered	\$ 5.00
Ralston	\$ 6.25	\$ 16.25	\$ 6.25	\$ 16.25	\$ 5.00	\$ 15.00	No	\$ 2.00
RECOMMENDATION	\$ 12.00	\$ 25.00	\$ 12.00	\$ 25.00	\$ 10.00	\$ 20.00	Free if Altered	\$ 6.00
Omaha Rates	\$ 27.25	\$ 52.25	\$ 14.25	\$ 52.25	\$13 to \$26	\$ 50.00	No	\$ 10.00

3

Sarpy County & Cities & Ralston

Animal Control Extension
January 1, 2022 to December 31, 2023

Services Provided

- a. Stray animal: pick-up, housing, and return to owner.
- b. Animal License: production, tracking, and compliance enforcement.
- c. Animal cruelty investigation.
- d. Ordinance violation enforcement.
- e. Deceased animal pick-up on private and/or public property.
- f. Removal of animals killed on roadways.
- g. Wildlife: pick-up of caged wildlife and capture of wildlife endangering citizens or public safety.
- h. Disaster preparedness.
- i. Law enforcement assistance.
- j. Emergency response after midnight.
- k. Animal rescue.
- l. Rabies (animal bites): tracking and quarantine of animals.
- m. Dangerous animal capture and containment.
- n. Loose livestock capture (not on owner's property).
- o. Emergency response.
- p. Animal euthanasia.
- q. Pet shop inspections.
- r. Animal attraction inspections.
- s. Animal lost and found.
- t. Assist and serve as a member on animal control committees, as needed

4



AGENDA ITEM REQUEST 22-109

Board Meetings - Mar 15 2022

Resolution

ITEM DESCRIPTION

Approving the agreement between Sarpy County, the Nebraska Humane Society (NHS), and the cities of Bellevue, Gretna, La Vista, Papillion, Springfield, and Ralston, Nebraska concerning animal control services.

SPEAKER

Dan Hoins

SUMMARY AND BACKGROUND

Sarpy County and the Nebraska Humane Society (NHS) had previously entered into an agreement for animal control services. Sarpy County also entered into separate agreements with the Cities. This agreement will supersede all previous agreements entered into between the County and NHS and the County and the Cities.

STAFF RECOMMENDATION

Staff recommends approval.

FISCAL IMPACT

Fiscal Year

2022

Total County cost of project:

19,921/month April - December 2022 and \$20,120 January - December 2023

Is Item in current year budget?

Yes No

Does this item commit the County to future expenses beyond this amount?

Yes No

Email Address(s):

bmoore@sarpy.gov; dhoins@sarpy.gov; blausten@cityoflavista.org;
paula@cityofgretna.com; MLeonardo@cityofralston.com; mkelly@cityofralston.com;
bconley@sarpy.gov; kathleen@springfieldne.org; apowers@papillion.org;
bree.robbs@bellevue.net; rhoppe@cityofralston.com; jim.ristow@bellevue.net

ATTACHMENTS

[Resolution 2022-077 - NHS Animal Control Agreement](#)
[1FRASER- 2766720-v5-Sarpy County Related Cities Agreement \(through 2023\)](#)
[Exhibit for Animal Control Board Agenda Item](#)

Submitted by: Lisa Haire, Admin Coordinator

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16c.
3/7/2023

COUNCIL MEETING DATE: 03/07/2023		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:

Payroll and HRIS Software Contract Renewal

SYNOPSIS/BACKGROUND:

The City of Bellevue has been with UKG (f/k/a Ultimate Software) since 2017. In April 2021, we had a 2-year renewal contract that included a guaranteed 5% renewal rate increase during that term, with a 5% maximum increase annually starting April 3, 2023. With the current contract nearing expiration, I was able to negotiate a new 3-year renewal term, locking in a lowered 3% annual increase for services.

FISCAL IMPACT: \$3,600 annually BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: UKG Inc. INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: 3-year Software Renewal

CONTRACT EFFECTIVE DATE: 04/03/23 CONTRACT TERM: 3 years CONTRACT END DATE: 04/02/26

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 contract renewal with UKG Inc. for the term of April 3, 2023 through April 2, 2026 and authorize the Mayor to sign.

ATTACHMENTS:

- UKG Inc. Proposed Contract
- UKG Current Contract eff. 04/03/21
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Ashley Decker
[Signature]
[Signature]



Effective Date: Effective as of the date of last signature of this Amendment

Customer: City of Bellevue

AR#: CIT1027

UKG Representative: Jessica Suarez

UKG Division: Customer Renewals

Re: Amendment to the Agreement ("Amendment") between UKG Inc. (formerly known as The Ultimate Software Group, Inc.) and Customer

The parties have agreed to amend the Agreement as follows:

1. The term of the Agreement shall be extended for a term of Thirty-Six (36) months from April 3, 2023, through April 2, 2026 ("Renewal Term"). Thereafter, the Agreement shall automatically renew for successive renewal terms of one (1) year each. Customer may not terminate the Agreement during this Renewal Term except as set forth below. The Customer may terminate the Agreement after the Renewal Term by serving written notice of its intention at least ninety (90) days prior to the date of next such renewal period. Either party shall have the right to terminate the Agreement upon thirty (30) days prior written notice upon any breach hereof by the other party, provided the party in breach shall not have cured such breach during such thirty (30) day period.
2. During the Renewal Term and thereafter, Customer agrees to an increase in the Subscription Fees pursuant to the Agreement as follows:
 - i. 4/3/2023 – 4/2/2024 - Three percent (3%) per annum
 - ii. 4/3/2024 – 4/2/2025 - Three percent (3%) per annum
 - iii. 4/3/2025 – 4/2/2026 - Three percent (3%) per annum
 - iv. 4/3/2026 and thereafter any increase thereafter shall not exceed Five percent (5%) per annum.
3. Commencing on the Effective Date, all increases to the Subscription Fees under the Agreement shall occur on April 3 of each year.
4. Commencing on the Effective Date UKG shall bill Customer the current quarterly Subscription Fees on the same quarterly basis as the Subscription Fees pursuant to the Master Agreement. UKG agrees to prorate the next quarterly billing to accommodate same.

This Amendment is subject to the terms and conditions of that certain master agreement between the parties with an effective date on or about July 26, 2017 ("Master Agreement") along with various addenda, supplements, amendments, etc. to same (collectively referred to as the "Agreement"). All other terms and conditions of the Agreement are reaffirmed and remain unchanged by this Amendment. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment will govern.

The parties agree that any signature (including but not limited to any electronic symbol attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record) hereto shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law, and the parties hereby waive any objection to the contrary. This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original of this Amendment but all counterparts together, shall constitute one and the same instrument. Each counterpart may be executed by electronic signature or manual signature. Delivery of an executed counterpart of this Amendment by telecopier or facsimile transmission or other electronic means shall be effective as delivery of a manually executed counterpart of this Amendment.

City of Bellevue

By:

Name:

Title:

Date:

UKG Inc.

By:

Name:

Title:

Date:

Customer - Strategic



Effective Date: June 04, 2021

Customer: City of Bellevue

AR#: CIT1027

UKG Representative: Dave Polchopek

UKG Division: Strategic Enablement

Re: Amendment to the Agreement ("Amendment") between UKG Inc. (formerly known as The Ultimate Software Group, Inc.) and Customer

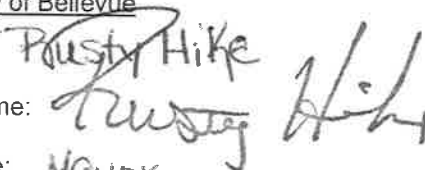
The parties have agreed to amend the Agreement as follows:

1. The term of the SaaS Agreement shall be extended for a term of twenty-four (24) months from April 3, 2021 through April 2, 2023 ("Renewal Term"). Thereafter, the SaaS Agreement shall automatically renew for successive renewal terms of one (1) year each. Customer may not terminate the SaaS Agreement during this Renewal Term except as set forth below. The Customer may terminate the SaaS Agreement after the Renewal Term by serving written notice of its intention at least ninety (90) days prior to the date of next such renewal period. Either party shall have the right to terminate the SaaS Agreement upon thirty (30) days prior written notice upon any breach hereof by the other party, provided the party in breach shall not have cured such breach during such thirty (30) day period.
2. At the commencement of the Renewal Term, the Subscription Fees attributable to the Agreement, shall be amended to reflect the revised Subscription Fees as set forth in Exhibit A herein.
3. During the Renewal Term and thereafter, Customer agrees to an increase in the Subscription Fees pursuant to the Agreement as follows:
 - i. April 3, 2021 – April 2, 2022 – no increase
 - ii. April 3, 2022 – April 2, 2023 - five percent (5%)
 - iii. April 3, 2023 and thereafter, any increase shall not exceed five percent (5 %) per annum.

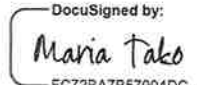
This Amendment is subject to the terms and conditions of that certain SaaS Agreement between the parties with an effective date of July 26, 2017 along with various addenda, supplements, amendments, etc. to same (hereinafter collectively referred to as the "Agreement"). All other terms and conditions of the Agreement are reaffirmed and remain unchanged by this Amendment. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment will govern.

The parties agree that any signature (including but not limited to any electronic symbol attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record) hereto shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law, and the parties hereby waive any objection to the contrary. This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original of this Amendment but all counterparts together, shall constitute one and the same instrument. Each counterpart may be executed by electronic signature or manual signature. Delivery of an executed counterpart of this Amendment by telecopier or facsimile transmission or other electronic means shall be effective as delivery of a manually executed counterpart of this Amendment.

City of Bellevue

By: 
Name: Rusty Hike
Title: Mayor
Date: 7/16/21

UKG Inc.

By: 
Name: Maria Tako
Title: VP, Contracts Administration
Date: 7/19/2021 | 5:51 PM EDT

Customer – Strategic

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
3/7/2023

COUNCIL MEETING DATE: 03/07/2023		SUBMITTED BY: Doug Clark/Dave Goedeken - PW	
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:

Municipal Separate Storm Sewer System (MS4) Annual Reporting-Supplemental Agreement No. 2.

SYNOPSIS/BACKGROUND:

The City of Bellevue, as co-permittee of the Papillion Creek Watershed Partnership (PCWP), is required to submit annual Municipal Separate Storm Sewer System (MS4) reports for the National Pollutant Discharge Elimination System permit issued to the PCWP by the United States Environmental Protection Agency. Annual reporting for was done for 2019, 2020, and 2021. The City of Bellevue has requested to add similar service for the 2022 reporting period to this scope of work.

FISCAL IMPACT: \$23,265.00 BUDGETED FUNDS: Yes GRANT/MATCHING FUNDS: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: No COUNTER-PARTY: Alfred Benesch & Company INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED: No

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: 6453 ACCOUNT NUMBER: 10-10

RECOMMENDATION:

City council approve and authorize the Mayor to sign the professional service Supplemental Agreement No. 2 between the City of Bellevue and Alfred Benesch & Company in an the amount not to exceed \$23,265.00 for the Municipal Separate Storm Sewer System (MS4) annual reporting. Alfred Benesch & Company will provide additional professional services to assist in bringing the City into compliance by adding the required 2022 annual MS4 reports.

ATTACHMENTS:

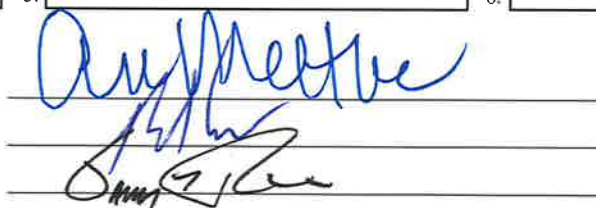
1. Supplemental Agreement No. 2
2.
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



February 27, 2023

Mr. David Goedeken, P.E.
Manager of Engineering Services
City of Bellevue
1510 Wall Street
Bellevue, NE 68005

RE: Supplemental Agreement 02 – 2023 NPDES MS4 Permitting Services

Dear Mr. Goedeken:

As you are aware, Alfred Benesch & Co. (Benesch) was contracted by the City to provide National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) annual reporting for 2019, 2020, and 2021. The City of Bellevue (City) has requested to add similar services for the 2022 reporting period to this scope of work. This requested scope of work includes project management and coordination, information gathering, and report writing as requested by the City. Preparation of the 2022 Annual Report will include following the Nebraska Department of Environment and Energy (NDEE) Title 119 Chapter 10 – NPDES Regulations Applicable to Storm Water Discharges, the Environmental Protection Agency (EPA) rules for Phase II of the NPDES program, and guidance from the Papillion Creek Watershed Partnership (PCWP). Other specific services requested as part of this supplemental agreement shall include:

- Recording changes in the MS4 Area as identified by the City.
- Coordinating with the City to create a total expenditures breakdown for operation and maintenance and other storm water management plan (SWMP) efforts for 2022.
- Updating the City's Facility Runoff Control Plans (FRCP) and Illicit Discharge Detection and Elimination (IDEE) Standard Operating Procedures (SOP) as needed.
- Capturing records of maintenance measures and practices utilized in 2022 to maintain the municipal storm sewer system (street sweeping, open channel and catch basin cleaning, and structural stormwater controls).
- Assisting with the initial training of select City staff who will be performing the regular inspections and overseeing the program and facilities for the FRCP Program and IDDE maintenance and inspections. The training can be separated into two trainings, one for RFCP staff and one for IDEE staff. In the training(s), Benesch will explain the process, forms, what to look for in the field, and suggested BMPs. The training(s) will be held at the City of Bellevue's office building on Wall Street.
- Assisting with the initial training of City administrative staff on receipt and delegation of complaints and questions, required documentation, and record keeping regarding the City's MS4 Program. The training will be held at the City of Bellevue's office building on Wall Street.
- Presenting a MS4 Stormwater Management Training where an overview will be provided of NPDES, MS4 stormwater management requirements, and standard operating procedures for City of Bellevue Department Staff. The training will be held at the City of Bellevue's office building on Wall Street.
- Assisting the City's facilities with creating and implementing a Spill Prevention, Control and Countermeasure (SPCC) Plan to prevent oil spills from entering the municipal storm sewer system and control and manage spills should they occur.

- Coordinating with the City's webmaster on the information to display and organize on the City's website regarding stormwater and the MS4 program.

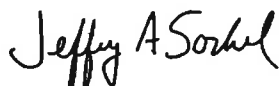
All services provided will be determined and performed solely at the discretion and direction of the City.

Based on the anticipated services being added to the scope of work, we estimate these services will require up to 150 additional hours to complete. We propose to increase the current agreement Not-to-Exceed fee by \$23,265.00. Our services will be performed using our established fee schedule, updated annually, that provides hourly billing rates by classification of individuals performing services. We will monitor requested services relative to the estimated fee limits and notify the City in advance of any requests that may result in exceeding the fee limit identified herein.

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

If this proposed supplemental agreement is acceptable, or if there are questions or concerns about this proposal, please contact us at your convenience. We look forward to the opportunity to continue to provide assistance and value to the City on its projects.

Sincerely,



Jeffery A. Sockel, P.E.
Senior Vice President/Omaha Division Manager

Accepted:

Date

Name

Title

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16e.
3/7/2023

COUNCIL MEETING DATE: March 7, 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:

Embris Group, LLC professional services

SYNOPSIS/BACKGROUND:

This is the study and design of the improvements for the Cedar Bluffs Lift Station Replacement project

FISCAL IMPACT: \$133,580.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Embris Group, LLC INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Force Main replacement, Cedar Bluffs Lift Station

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

CIP PROJECT NAME: Force main replacement CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE: 7000 ACCOUNT NUMBER: WW23(4)

RECOMMENDATION:

To approve and authorize the Mayor to sign the agreement with Embris Group, LLC for the study and design of the Cedar Bluffs Lift Station project.

ATTACHMENTS:


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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **City of Bellevue, NE** (Owner) and **Embris Group, LLC** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Cedar Bluffs Lift Station Replacement** (Project). Engineer's services under this Agreement (Services) are generally identified as **the study and design of the improvements**.

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in Exhibit A to this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.

- 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.

- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services per Exhibit A.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Basis of Payment
 - 1. Lump Sum. Owner shall pay Engineer for Services as follows:
 - a. A Lump Sum amount of **\$133,580.00**. A breakdown of the fee for illustration purposes is provided per Exhibit B. Engineer reserves the right to reallocate fee between the Tasks shown so as long as the total fee is not exceeded.
 - b. In addition to the Lump Sum amount, reimbursement of the following expenses: None.
 - c. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
- E. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates can be provided upon request.

5.01 Termination

- A. Termination for Cause
 - 1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds

diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not

limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and

4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the laws of the state in which the Project is located.
- L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or

becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments:

Exhibit A, Scope of Services

Exhibit B, Breakdown of Costs

This Agreement's Effective Date is _____.

Owner:

City of Bellevue, NE

(name of organization)

By: _____

(authorized individual's signature)

Date: _____

(date signed)

Name: Epiphany Ramos

(typed or printed)

Title: Superintendent

(typed or printed)

Address for giving notices:

8902 Cedar Island Road

Bellevue, NE 68147

Designated Representative:

Name: Epiphany Ramos

(typed or printed)

Title: Superintendent

(typed or printed)

Address:

8902 Cedar Island Road

Bellevue, NE 68147

Phone: 402.293.3136

Email: Epiphany.ramos@bellevue.net

Engineer:

Embris Group, LLC

(name of organization)

By: Kylie Wilmes

(authorized individual's signature)

Date: 1/20/2023

(date signed)

Name: Kylie Wilmes

(typed or printed)

Title: Principal

(typed or printed)

Address for giving notices:

963 N 13th St

Fort Calhoun, NE 68023

Designated Representative:

Name: Lucas Billesbach

(typed or printed)

Title: Principal

(typed or printed)

Address:

963 N 13th St

Fort Calhoun, NE 68023

Phone: 402.319.5951

Email: lucasbillesbach@embrisgroup.com

Exhibit A - Scope of Services

Project Description:

This project shall include the replacement of the Cedar Bluffs Lift Station located at 16th and Bluff Street in Bellevue, NE with a new lift station located directly adjacent to the existing site. The design services provided for in this scope of services are understood to be for the design of the following proposed improvements:

1. Capacity will be reviewed to ensure appropriate sizing of new pumps, wet well, and forcemain and need for VFD's.
2. Install new precast concrete wetwell with hatch and two (2) submersible style pumps on rail access.
3. Install new precast concrete valve vault with hatch, piping, valves, check valves, and bypass connection with isolation valve.
4. Install new electrical panels, VFD's, and PLC controls in a pre-manufactured electrical control building.
5. Install approximately 900 LF of forcemain.
6. Consider potential locations for the new facility within the existing site area.
7. Install new driveway access to selected location.
8. Grade site as needed to provide access and proper drainage.
9. Install concrete access around the wet well and valve vault.
10. Review the existing electrical service and replace as necessary.
11. Install a manual transfer switch to allow for the connection of a portable backup power source.
12. Determine the need for easements for the construction and location of improvements.
13. Demolish/abandon existing lift station.

Scope of Services:

Task 1: Pre-Design Phase

- 1.1 Attend a kick-off meeting with the City of Bellevue staff to review the project scope, schedule, and design details. Conduct a site walkthrough of the project area to review the existing lift station site and proposed forcemain alignment.
- 1.2 Receive existing data from Client including:
 - a. Relevant original plans and specifications and/or operation and maintenance manuals.
 - b. Flow data, run hour history, or any other operational data on the existing lift station.
 - c. Other pertinent data to the overall project.

1.3 Conduct planning analysis as follows:

- a. Conduct a desktop study evaluation of sewershed size and expected flows. Utilize this information to project an average day, peak day, and peak hour flows.
- b. Review pump hydraulics and select an appropriate flow and head condition to base the design on.
- c. Review wetwell hydraulics and select an appropriate pre-manufactured wetwell size.
- d. Review forcemain sizing, capacity, and effect on head conditions and select an appropriate forcemain size.
- e. Prepare recommendations to City of Bellevue staff within a memo for concurrence on basis of design. Conduct a virtual meeting to review the results of the planning analysis.

Task 1 Meetings:

- Kickoff Meeting with Site Visit

Task 1 Deliverables:

- Kickoff Meeting Minutes
- Basis of Design Technical Memorandum

Task 2: Preliminary Design Phase

2.1 Preliminary Survey

- a. Schedule a utility locate and/or request for utility maps within the existing project area and incorporate into drawings.
- b. Request title reports for adjacent property to proposed lift station site and properties located on the south side of E 16th Ave. along forcemain route (assumed 7).
- c. Establish vertical and horizontal control on the State Plane coordinate system near the project area.
- d. Conduct a topographic field survey of the proposed lift station site generally described as approximately a 100 foot radius from the existing lift station or as necessary to facilitate the design and construction of the improvements.
- e. Conduct a topographic field survey of the proposed forcemain route generally described as ROW to ROW along E 16th Ave from Bluff Street to Main Street.
- f. Conduct research and survey property pins to determine ROW location along the E 16th Ave corridor and along Bluff Rd adjacent to the project location.
- g. Perform field verification of the original drawings and dimensions that are to be relied upon for the design of proposed improvements.
- h. Create an electronic drawing illustrating elevations, site features, easement and property lines, and existing utilities resulting from the topographic surveys performed.

2.2 Preliminary Geotechnical Analysis and Report

- a. Conduct up to three (3) geotechnical borings (assumed one at lift station site and two along proposed forcemain route). Total assumed depth of 60 feet.
- b. Provide observations of groundwater levels at time of boring.
- c. Perform laboratory analysis of soils encountered and provide classification of materials and engineering properties.
- d. Prepare a geotechnical engineering report that summarizes findings and provides recommendations to be relied upon for design and construction.

2.3 30% Design

- a. Design site layout for lift station. Site layout to include piping plan, electrical concept plan, vault location, access plan, grading plan, demolition plan, utility coordination, and survey control.
- b. Design lift station major details to include manhole sizes, accesses to manholes, layout for pumps, piping, valves, bypass pumping features, and control mechanisms.
- c. Design a preliminary forcemain alignment along E 16th Ave to an existing manhole located at Main Street. Prepare preliminary plan and profile sheets for the alignment.
- d. Create a 30% plan set that includes a title sheet, location map, layout sheets, plan and profile sheets, and appropriate plan, profile, elevation, cross section, and detail sheets to illustrate lift station layouts and designs.
- e. Prepare an engineer's opinion of probable cost.
- f. Conduct an internal 30% QA/QC of the plan set.
- g. Conduct a virtual utility coordination meeting to review potential utility conflicts with the project.
- h. Conduct a 30% review of the project plans with City of Bellevue staff via a plan-in-hand walkthrough.

Task 2 Meetings:

- 30% Plan-In-Hand Walkthrough Meeting

Task 2 Deliverables:

- Topographic Survey
- Geotechnical Engineering Report
- 30% Design Drawings

Task 3: Final Design Phase

3.1 60% Design:

- a. Revise design of lift station following receipt of 30% review comments and create 60% Drawings that include electrical system details.
- b. Design electrical service and distribution details including motor control diagrams, PLC and control panel design, VFD installations, integration with existing city SCADA system including radio and antennae, and transfer switch

installation.

- c. Develop and write 60% technical specifications for pumps, piping, valves, manholes, paving, excavation and backfill, electrical system and control system, and other miscellaneous construction materials needed for the project.
- d. Conduct an internal 60% QA/QC of the Drawings and Technical Specifications.
- e. Conduct a 60% virtual review meeting with City of Bellevue staff.

3.2 90% Design:

- a. Revise Drawings and Technical Specifications based on 60% comments received and create 90% Drawings and Technical Specifications.
- a. Receive Division 00 procurement and contract documents from the City of Bellevue and incorporate into overall Project Manual.
- b. Create a 90% Project Manual.
- c. Prepare an engineer's opinion of probable cost.
- d. Conduct a 90% virtual utility coordination meeting to review final utility conflicts in preparation of construction.
- e. Conduct an internal 90% QA/QC review of the Drawings and Project manual.
- f. Conduct a 90% review with City of Bellevue staff of the Drawings, Project Manual, and opinion of probable cost.

3.2 Design Finalization:

- a. Receive 90% comments and revise Drawings, Project Manual, and opinion of probable cost.
- b. Sign and Seal Drawings and Project Manual by an engineer registered in the State of Nebraska.

Task 3 Deliverables:

- 60% Drawings and Technical Specifications
- 90% Drawings and Project Manual
- Signed and Sealed Drawings and Project Manual

Task 3 Meetings:

- Virtual 60% Review Meeting
- 90% Review Meeting

Task 4: Project Management and Permits

5.1 Provide project management oversight over all facets and phases of the project.

Project management shall include the following services:

- a. Coordination of design disciplines including facilitating communication and transfer of documents between disciplines to minimize errors in the plans and specifications

as well as ensure a timely project design.

- b. Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
- c. Provide oversight to ensure scope of services and schedule are met.
- d. Work with disciplines to identify potential risks and how to mitigate those risks.
- e. Review billed hours by project team and prepare invoice statements for Owner.
- f. Submit final plans and specifications to Nebraska Department of Energy and Environment for review and approval and obtainment of a NDEE Construction Permit.
- g. Respond to any comments from NDEE and prepare addenda as necessary to respond to comments.

Task 4 Deliverables:

- Monthly Invoicing
- NDEE Construction Permit

Items not included with this scope that can be provided as Additional Services:

1. Modeling of sanitary sewer flows.
2. Assistance with bidding and construction administration are not included in this scope of services, but can be provided in future phases of work.
3. Construction staking of the improvements.
4. Property line delineation, boundary survey, easement or acquisition property descriptions.
5. Land acquisition services.
6. Materials testing services including concrete and soil testing.
7. Obtaining any regulatory or environmental permitting beyond the approval of NDEE for the construction of the lift stations.
8. Creation of a Storm Water Pollution Prevention Plan (SWPPP).
9. Design of features or items not included in the list of proposed improvements for each of the lift stations as described in this document or those services not specifically stated in the Scope of Services.

Project Time Frame:

1. Kick-Off Meeting – Within fourteen (14) calendar days from date on signed agreement
2. Pre-Design Phase – 60 calendar days from kick-off meeting
3. Preliminary Design – 90 calendar days from completion of pre-design phase
4. Final Design – 60 calendar days from completion of preliminary design

EXHIBIT B - BREAKDOWN OF COSTS

Project: Bellevue Cedar Bluffs Lift Station
Date: 1/20/2023

Classification: Hourly Rate:	Embris Group				Subconsultants		
	Sr. Civil Engineer \$185	Sr. Civil Engineer \$185	Subtotal Hours	Subtotal Fee	PCS Survey Fee	Terracon Geotech Fee	AES Electrical Fee
Task 1: Predesign Phase							
1.1 Kick-Off Meeting	6	6	12	\$2,220.00			\$1,000.00
1.2 Data from Client		4	4	\$740.00			
1.3 Planning Analysis	8	32	40	\$7,400.00			
		TASK 1 SUBTOTAL	56	\$10,360.00			
Task 2: Preliminary Design Phase							
2.1 Prelim Survey		8	8	\$1,480.00	\$16,510.00		
2.2 Geotech		4	4	\$740.00		\$11,140.00	
2.3 30% Design	24	32	56	\$10,360.00			\$2,000.00
		TASK 2 SUBTOTAL	68	\$12,580.00			
Task 3: Final Design Phase							
3.1 60% Design	60	100	160	\$29,600.00		\$2,310.00	\$8,150.00
3.2 90% Design	40	60	100	\$18,500.00			\$4,000.00
3.3 Design Finalization	8	20	28	\$5,180.00			\$3,000.00
		TASK 3 SUBTOTAL	288	\$53,280.00			
Task 4: Project Management and Permits							
4.1 Project Management (through 30%)		25	25	\$4,625.00			
4.1 Project Management (after 30%)		25	25	\$4,625.00			
		TASK 4 SUBTOTAL	50	\$9,250.00			
TOTALS			462	\$85,470.00	\$16,510.00	\$13,450.00	\$18,150.00

TOTAL (through 30%)	\$58,215.00
TOTAL (after 30%)	\$75,365.00
PROJECT TOTAL	\$133,580.00

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16f.
3/7/2023

COUNCIL MEETING DATE: March 7, 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:

Jacobs professional services agreement

SYNOPSIS/BACKGROUND:

Jacobs professional services agreement for project: Storm Drainage Improvement conceptual plan 2023. The project consist of drainage evaluations for eight locations in Bellevue where drainage improvement needs have been identified. The sites include a combination of storm sewer systems and outfalls, conveyance, and open channel waterways. The task include Project management, Utility coordination and field assessments, conceptual alternative analyses, Stormwater Project planning and recommendations, Copper Creek stream assessment and prioritization, Kennedy Town Center Modeling Support.

FISCAL IMPACT:: \$349,673 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Storm Drainage Improvement conceptual plan 2023

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Storm Drainage Improvement conceptual plan 2023

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: 7010 ACCOUNT NUMBER: ST23(7)

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement with Jacob Engineering Group Inc. with the City of Bellevue in the amount not to exceed \$349,673 for storm drainage projects.

ATTACHMENTS:

1. Attachment A 2. Project Map 3. Attachment B
4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: Storm Drainage Improvement
Conceptual Plan 2023
CLIENT: City of Bellevue, NE
ADDRESS: 1510 Wall St, Bellevue, NE 68005

PROJECT NUMBER: BPW-230306

hereby requests and authorizes Jacobs Engineering Group Inc. ("Jacobs") to perform the following Services:

SCOPE OF SERVICES: See Attachment A – Scope of Services

COMPENSATION to be on a basis of:

Jacobs' established hourly rates as set forth in Attachment B, plus reimbursement of Jacobs' Direct Expenses, all subject to a not-to-exceed amount of \$349,673. Jacobs shall not be required to provide services beyond the not-to-exceed amount without additional compensation as mutually agreed in writing.

See Attachment B for Compensation


Technical or professional services that are furnished by an outside source and their reimbursable expenses multiplied by a multiplier of 1.05 shall be added to the cost of the services for Jacobs' administrative costs.

The parties agree to the "Provisions" provided on page 2 of this authorization.

Accepted for **CLIENT**

By: _____
Name: _____
Title: _____
Date: _____

Accepted for **JACOBS ENGINEERING GROUP INC.**

By: 
Name: Douglas E. Simon
Title: Vice President
Date: 3/1/2023

PROVISIONS

1. **AUTHORIZATION TO PROCEED.** Signing this Agreement shall be construed as authorization by CLIENT for JACOBS to proceed with the Services, unless otherwise provided for in this Agreement.

2. **LABOR COSTS.** In the event JACOBS' compensation is calculated by reference to JACOBS' Labor Costs, Labor Costs shall be the amount calculated by the number of hours actually worked by each of JACOBS' employees on CLIENT's Project, multiplied by an amount charged for each such employee's work as further defined in Attachment B.

3. **DIRECT EXPENSES.** JACOBS' Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at current IRS rate at time of services, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by JACOBS.

4. **OUTSIDE SERVICES.** When approved by CLIENT, technical or professional services can be furnished by an outside source. In this event, an additional amount shall be added to the cost of these services to account for JACOBS' administrative cost by multiplying the costs of the services by a multiplier of 1.05.

5. **COST ESTIMATES.** Any cost estimates provided by JACOBS will be on a basis of experience and judgment. Since JACOBS has no control over market conditions or bidding procedures, JACOBS does not warrant that bids or ultimate construction costs will not vary from these cost estimates.

6. **PROFESSIONAL STANDARDS.** JACOBS shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. If after completion of the Services the CLIENT can demonstrate that the Services hereunder fail to conform to such standards, JACOBS will reperform the deficient Services at no cost to the CLIENT, and JACOBS shall have no liability for repair or replacement, construction rework or other costs. JACOBS makes no warranty, expressed or implied.

7. **ADDITIONAL SERVICES.** Services in addition to those specified in Scope of Services will be provided by JACOBS if authorized in writing or otherwise confirmed by CLIENT. Additional services will be paid for by CLIENT as indicated in any Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and JACOBS. In the absence of an express agreement about compensation, JACOBS shall be entitled to an equitable adjustment to its compensation for performing such additional services.

8. **SALES TAX.** In addition to any other sums or amounts required to be paid by CLIENT to JACOBS pursuant to this Agreement, CLIENT must also pay to JACOBS the amount of any applicable sales, use, excise or other tax with respect thereto (other than any general income tax payable by JACOBS with respect thereto) as the same may be levied, imposed or assessed by any federal, state, county or municipal government entity or agency.

9. **LIMITATION OF LIABILITY.** Excluding JACOBS' liability for bodily injury or damage to the property of third parties. Notwithstanding any other provision of this Agreement, JACOBS shall have no liability to the CLIENT for contingent, consequential, or other indirect damages.

10. **DISPUTE RESOLUTION.** All disputes arising out of this Agreement shall be mediated by the parties within a reasonable time after the first request for mediation, prior to either party filing a suit in a court of law, provided, however, that neither party shall be obligated to mediate prior to requesting injunctive relief. Parties will bear their respective costs incurred in connection with attending and participating in mediation, except that the Parties will equally share the fees and expenses of the mediator.

11. **ASSIGNMENT TO RELATED ENTITY.** Notwithstanding anything in this Agreement to the contrary, in the event JACOBS is not qualified and licensed in the relevant jurisdiction to provide any Services required hereunder, JACOBS may, without the consent of any other party, assign all or any part of its obligation to provide such Services to an entity related to JACOBS which is qualified and licensed to provide such Services in the jurisdiction involved and which is contractually bound to JACOBS to provide such Services.

12. **PAYMENT TO JACOBS / INTEREST ON PAST-DUE AMOUNTS.** Monthly invoices will be issued by JACOBS for all Services performed under the terms of this Agreement. Invoices are due and payable 30 days from date the invoice is received. CLIENT agrees to pay interest at the rate of 1½% per

month on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to JACOBS, and if such interest exceeds the principal balance of CLIENT's indebtedness to JACOBS, will be returned to CLIENT.

13. **TERMINATION FOR NON-PAYMENT OF FEES.** Without limiting any other remedy that may be available, JACOBS may stop work or terminate this Agreement if CLIENT has not cured a payment default within 7 days after receipt of written notice from JACOBS. Any failure to make a payment within the time required in Article 12 above shall constitute a payment default. Notice by e-mail or fax, followed by overnight courier, shall meet this notice requirement. JACOBS' right to stop work or terminate this Agreement shall not be waived by JACOBS' continued performance during any period of investigation by JACOBS to determine the reasons for CLIENT's nonpayment.

14. **CONSTRUCTION PHASE SERVICES.** If this Agreement includes the furnishing of any Services during the construction phase of the project, the following terms will apply: (a) If JACOBS is called upon to observe the work of CLIENT's construction contractor(s) for the detection of defects or deficiencies in such work, JACOBS will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. JACOBS shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards. (b) If JACOBS is called upon to review submittals from construction contractors, JACOBS shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. JACOBS' action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in JACOBS' professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities. (c) JACOBS shall not assume any responsibility or liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services. JACOBS shall have no influence over the construction means, methods, techniques, sequences or procedures. Construction safety shall remain the sole responsibility of the construction contractor(s). (d) All contracts between CLIENT and its construction contractor(s) shall contain broad form indemnity and insurance clauses in favor of CLIENT and JACOBS, in a form satisfactory to JACOBS.

15. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

16. **FORCE MAJEURE.** Any delays in or failure of performance by JACOBS shall not constitute breach hereunder if and to the extent such delays or failures of performance are caused by pandemics or occurrences beyond the reasonable control of JACOBS. In the event that any event of force majeure as herein defined occurs, JACOBS shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

17. **ELECTRONIC MEDIA.** (a) As a component of the services provided under this Agreement, JACOBS may deliver electronic copies of certain documents or data (the "Electronic Files") in addition to printed copies (the "Hard Copies") for the convenience of CLIENT. CLIENT and its consultants, contractors and subcontractors may only rely on the Hard Copies furnished by JACOBS to CLIENT. If there is any discrepancy between any Electronic File and the corresponding Hard Copy, the Hard Copy controls. (b) CLIENT acknowledges that Electronic Files can be altered or modified without JACOBS' authorization, can become corrupted and that errors can occur in the transmission of such Electronic Files.

18. **THIRD PARTY BENEFICIARIES.** Except to the extent any claims alleging negligence are asserted directly against any JACOBS employee wherein such JACOBS employee shall be deemed a third party beneficiary to this Agreement and the protections in favor of JACOBS, there are no third party beneficiaries to this Agreement.

Attachment A

SCOPE OF SERVICES

Storm Drainage Improvement Conceptual Plan 2023

Jacobs Engineering Group Inc. (JACOBS) agrees to provide the City of Bellevue (CLIENT) Public Works Department services as outlined herein for a project generally described as Storm Drainage Improvement Conceptual Plan 2023 Project (PROJECT).

Project Understanding

This PROJECT includes tasks identified and requested by the CLIENT to be included in the PROJECT. The PROJECT includes drainage evaluations for each site and developing conceptual alternatives for eight locations in Bellevue, NE where drainage improvement needs have been identified or evaluations were requested by the CLIENT. The sites include a combination of storm sewer systems and outfalls, conveyance, and open channel waterways. These sites are shown in the Project Map attached and include:

Missouri River Tributary

1. Lord Boulevard - near 1303 Lord Blvd - Storm sewer outfall and drainage evaluation

Mud Creek Basin

2. Fort Crook Road - south of Peoples Rd to Tulip Lane - Drainage/stream evaluation
3. Kennedy Town Center modeling support

Copper Creek Basin (Giles Creek)

4. Copper Creek - Stream assessment and prioritization

Big Elk Creek Basin

5. 30th & Lillian - near 7215 S. 30th St - Storm sewer outfall and drainage evaluation
6. Bellevue Fire Training Center - 3100 Cornhusker Dr - Storm sewer outfall evaluation
7. 36th & Giles Culvert - 8418 S. 36th St - Culvert and outfall/stream evaluation
8. Oak Ridge Drive (Blue Ridge Development) - 9811 Oak Ridge Dr - Drainage and stream evaluation

The objective of this PROJECT is to evaluate the drainage issues at the sites and develop conceptual plans to improve the function of, and access to, the stormwater infrastructure. Conceptual layouts, opinion of probable construction and project costs, and other data needs will be developed to address permitting requirements, plan for future design/construction packaging, understand general construction approaches and construction management requirements, and identify potential funding opportunities. This information can help support the CLIENT's decisions regarding planning and prioritizing a path forward for design and construction as part of future contracts.

The tasks includes the following:

- Task 1 - Project Management
- Task 2 - Utility Coordination and Field Assessments
- Task 3 - Conceptual Alternative Analyses

- Task 4 – Stormwater Project Planning and Recommendations
- Task 5 – Copper Creek Stream Assessment and Prioritization
- Task 6 – Kennedy Town Center Modeling Support

Task 1: Project Management

1.1 Project Administration

JACOBS will develop and implement a Project Execution Plan, a Health and Safety Plan, and a Quality Control (QC) Plan specific to the PROJECT work. JACOBS will provide monthly progress reports and invoices in a format acceptable to the CLIENT. QC efforts will be incorporated into the budget of individual tasks.

1.2 Progress Meetings

JACOBS will facilitate one PROJECT kick-off meeting with the CLIENT staff and other CLIENT Departments to discuss the goals of the PROJECT for each of the sites. The kick-off meeting will include a Client Expectation Survey with the CLIENT, facilitated by JACOBS. JACOBS will conduct monthly progress meetings to provide updates on work complete, schedule, and budget. JACOBS will prepare the meeting agendas, will prepare and distribute draft meeting summary for review and comment by the attendees, and will prepare and distribute final meeting summaries.

Task 1 Deliverables

Kick-off meeting and monthly progress meeting agendas and summaries, invoices, and status reports.

Task 2: Utility Coordination and Field Assessments

2.1 Utility Coordination

JACOBS will facilitate the communication with representatives of existing utility owners at each of the sites (excluding the Kennedy Town Center) including notification of the PROJECT, written requests for facility information, and requests for clarifications. No meetings with utilities are included in this scope, however, will be recommended as part of the future design process under separate contracts. JACOBS will identify one person from the Project Team who will act as the singular contact throughout the PROJECT to request information from each of the utilities. JACOBS will send existing utility location requests directly to the utility companies with copies of the requests to the CLIENT project representative.

2.2 Site Visits

JACOBS will visit each of the project sites identified below and perform an assessment of the potential issues. JACOBS will coordinate with CLIENT staff and property owners as needed for access to each site. Detailed stream habitat or geomorphic assessments are not included in this scope of the work. The site visits will include documenting existing site conditions and confirming drainage and other issues to confirm project objectives. Site visits will include:

- Lord Boulevard project area
- Fort Crook Road – Mud Creek
- Big Elk Creek Stream Assessment – Big Papillion Creek to approximately Giles Road (includes tributaries to west 36th Street to Giles, east to approximately 30th & Childs Road, and east to the Bellevue Fire training Center). This stream assessment will include projects extents or portions of:
 - 36th Street and Giles Culvert project
 - Bellevue Fire Training Center project
 - Oak Ridge Drive project (stream only)
- 30th & Lillian project area
- Oak Ridge Drive neighborhood

Field observations will be provided to CLIENT with GIS maps, photos, and notes. Observations will be discussed with CLIENT at PROJECT progress meetings. Copper Creek stream assessment is included in Task 5.

2.3 Limited Survey

JACOBS will utilize a SUBCONSULTANT to perform limited survey of critical features at the project sites in coordination with JACOBS's engineers to document elevations and locations of critical features to be included in the Conceptual Alternative Analysis and Copper Creek stream assessment. These features include, but are not limited to, manholes, storm sewer and outfall inverts, stream bed and bank features, etc. SUBCONSULTANT shall include a Professional Land Surveyor licensed in Nebraska, who will coordinate work with CLIENT as needed to meet CLIENT survey standards. This survey work will not be authorized without pre-approval from CLIENT. For budgeting purposes an allowance of \$10,000 was reserved for SUBCONSULTANT survey services. JACOBS will request additional budget if authorized survey services exceed allowance.

2.4 Sewer Inspection Services

JACOBS will utilize a SUBCONSULTANT to perform CCTV and connectivity (smoke/dye) investigations for condition assessment or verification of the piped storm and sanitary sewers, as needed. CCTV data will be collected using the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) protocols and the inspection data and summary reports will be provided to the CLIENT digitally. No lateral piping is to be inspected as part of the scope of work. Sewer inspections services will not be authorized without pre-approval from CLIENT. For budgeting purposes an allowance of \$10,000 was reserved for SUBCONSULTANT sewer inspection services. JACOBS will request additional budget if authorized sewer inspection services exceed allowance.

Task 2 Deliverables

One (1) digital (Excel form) of Utility Coordination log

One (1) copy of site visit field notes, photos, and maps

One (1) copy of field survey and notes (upon authorization from CLIENT)

One (1) digital copy of CCTV data and reports or smoke/dye investigation (upon authorization from CLIENT)

Task 3: Conceptual Alternative Analyses

Conceptual alternatives will be developed for the following projects.

3.1 Lord Boulevard Project

The Lord Boulevard project is located near 1303 Lord Blvd just east of the Bellevue Cemetery. The project includes evaluating site conditions and developing alternatives to replace or improve the storm sewer and outfall crossing under Lord Boulevard while stabilizing the stream slopes.

3.1.1 Hydrologic and Hydraulic (H&H) Analyses

JACOBS will perform preliminary hydrology and hydraulic analysis utilizing XP-SWMM. The XP-SWMM model will be developed to the utilizing available GIS data, land-use data, and as-built information, if available, to characterize the drainage area. The purpose of these analyses is to better define the magnitude of flows and water velocities expected to pass through the site to help identify the types of solutions needed to repair/replace storm sewer and stabilize the slopes. Existing and proposed conditions (maximum of 2 scenarios) will be modeled. GIS contour data may be supplemented with survey data (Task 2.3), as pre-approved by the CLIENT. Connectivity investigations such as smoke or dye tests (Task 2.4) may be warranted and will only be conducted with pre-approval from CLIENT.

3.1.2 Conceptual Alternative Evaluations and Report

JACOBS will develop up to two (2) conceptual alternatives for the site. JACOBS will prepare Conceptual Alternative figures for each of the alternatives, which will include 11-inch by 17-inch (11x17) plan and profile view figures, typical cross section(s) (if appropriate) and planning level opinion of probable construction costs (OPCC) for each alternative.

An alternatives evaluations report will be developed that will discuss existing conditions, modeling results, the alternatives developed, utility coordination, permitting needs, grant opportunities, maintenance requirements, potential right-of-way impacts, and the OPCCs. JACOBS will meet with the CLIENT to present these Conceptual Alternatives for input and feedback. Based on the findings from the information gathered from the analyses described above, JACOBS will provide a summary of the basis of the recommended Conceptual Alternative for the site.

3.2 Fort Crook Road Project

The Fort Crook Road project is located along Mud Creek on the east side of Fort Crook Road from south of Peoples Road upstream to approximately Tulip Lane. Proposed channel improvements will be developed to address the channel concerns identified during the field assessment.

The area of interest along Mud Creek is regulated under FEMA and includes a regulatory floodway and floodplain. An evaluation will be conducted to understand the regulatory floodplain impacts from the proposed improvements. An evaluation will be conducted to understand the conveyance and floodplain impacts from the existing road crossings and culvert crossings. Recommendations will be provided regarding potential improvements to existing crossings that could be considered for improving floodplain conditions. It is assumed that the CLIENT will provide bridge and culvert reports and as-builts for Avery Road, Peoples Road, and the two crossings in between.

3.2.1 Hydrologic and Hydraulic Analyses

JACOBS will utilize the Mud Creek HEC-RAS model developed for the preliminary floodplain mapping provided by the Papio-Missouri River Natural Resources District (PMR-NRD) which was developed as part the Papillion Creek Watershed remapping effort. It is assumed no hydrologic analyses will be conducted. Up to a maximum of two (2) proposed conditions will be modeled. Proposed floodplain boundary maps and hydraulic profiles will be developed for each scenario.

3.2.2 Conceptual Alternative Evaluations and Report

JACOBS will develop up to two (2) conceptual alternatives for the site. JACOBS will prepare Conceptual Alternative figures for each of the alternatives, which will include 11-inch by 17-inch (11x17) plan view (GIS updates only) and planning level OPCC for each alternative.

An alternatives evaluations report will be developed that will discuss existing conditions, modeling results, the alternatives developed, utility coordination, permitting needs, grant opportunities, maintenance requirements, traffic impacts (qualitative only, no traffic modeling included), potential right-of-way impacts, and the OPCCs. JACOBS will meet with the CLIENT to present these Conceptual Alternatives for input and feedback. Based on the findings from the information gathered from the analyses described above, JACOBS will provide a summary of the basis of the recommended conceptual Alternative for the site.

3.3 30th & Lillian Outfall Project

The project is located near 30th Street and Lillian Street includes evaluating site conditions and developing alternatives to replace or improve the storm sewer and outfall crossing under 30th Street while stabilizing downstream slopes. The project includes evaluating the upstream drainage and developing improvements to the local drainage networking which could include storm sewer, catch basins, roadway improvements, curb/gutter, etc.

3.3.1 Hydrologic and Hydraulic Analyses

JACOBS will perform preliminary hydrology and hydraulic analysis utilizing XP-SWMM. The XP-SWMM model will be developed utilizing available GIS data, land-use data, and as-built information, if available, to characterize the drainage area. The purpose of these analyses is to better define the magnitude of flows and water velocities expected in the study area to help identify the types of solutions needed to improve/replace the storm sewer and to stabilize the channel slopes. Existing and proposed conditions (maximum of 2 scenarios) will be modeled. GIS contour data may be supplemented with survey data (Task 2.3), as pre-approved by the CLIENT. Connectivity investigations such as smoke or dye tests (Task 2.4) may be warranted and will only be conducted with pre-approval from CLIENT.

3.3.2 Conceptual Alternative Evaluations and Report

JACOBS will develop up to two (2) conceptual alternatives for the site. JACOBS will prepare Conceptual Alternative figures for each of the alternatives, which will include 11-inch by 17-inch (11x17) plan and profile view figures, plan view layouts (GIS) for drainage improvements, typical cross section(s) (if appropriate) and planning level opinion of probable construction costs (OPCC) for each alternative.

An alternatives evaluations report will be developed that will discuss existing conditions, modeling results, the alternatives developed, utility coordination, permitting needs, grant opportunities, maintenance requirements, potential right-of-way impacts, and the OPCCs.

JACOBS will meet with the CLIENT to present these Conceptual Alternatives for input and feedback. Based on the findings from the information gathered from the analyses described above, JACOBS will provide a summary of the basis of the recommended Conceptual Alternative for the site.

3.4 Bellevue Fire Training Center Outfall Repair Project

The project is located the Bellevue Fire Training Center at 3100 Cornhusker Drive and includes evaluating site conditions and developing alternatives to replace or improve the storm outfall downstream of the retention pond. The stormwater outfall has exposed the sanitary sewer downstream and the project includes developing improvements to protect the interceptor with outfall improvements.

3.4.1 Hydrologic and Hydraulic Analyses

JACOBS will perform preliminary hydrology and hydraulic analysis utilizing XP-SWMM. The XP-SWMM model will be developed utilizing available GIS data, land-use data, and as-built information, if available, to characterize the facility's stormwater drainage. The purpose of these analyses is to better define the magnitude of flows and water velocities expected in the study area to help identify the types of solutions needed to repair the outfall and to stabilize the slopes. Existing and proposed conditions (maximum of 2 scenarios) will be modeled. It is assumed as-built information will provide the existing retention pond configuration for modeling purposes. GIS contour data and/or storm sewer invert/manhole information may be supplemented with survey data (Task 2.3), as pre-approved by the CLIENT. Connectivity investigations such as smoke or dye tests (Task 2.4) may be warranted and will only be conducted with pre-approval from CLIENT.

3.4.2 Conceptual Alternative Evaluations and Report

JACOBS will develop up to two (2) conceptual alternatives for the site. JACOBS will prepare Conceptual Alternative figures for each of the alternatives, which will include 11-inch by 17-inch (11x17) plan and profile view figures, typical cross section(s) (if appropriate) and planning level opinion of probable construction costs (OPCC) for each alternative.

An alternatives evaluations report will be developed that will discuss existing conditions, modeling results, the alternatives developed, utility coordination, permitting needs, grant opportunities, maintenance requirements, potential right-of-way impacts, and the OPCCs. JACOBS will meet with the CLIENT to present these Conceptual Alternatives for input and feedback. Based on the findings from the information gathered from the analyses described above, JACOBS will provide a summary of the basis of the recommended Conceptual Alternative for the site.

3.5 36th & Giles Culvert Project

The 36th & Giles Culvert project is generally located south of the intersection of 36th Street & Giles Road on a tributary of Big Elk Creek. An evaluation will be conducted to understand the culvert and stream characteristics and to develop proposed improvements to stabilize the stream downstream of the culvert to protect private property and infrastructure. Culvert replacement and sizing analyses is not included in the scope or work. It assumed the existing culvert will remain in-place.

3.5.1 Hydrologic and Hydraulic Analyses

JACOBS will utilize the Big Elk Creek HEC-RAS model as the basis for the H&H evaluation. The HEC-RAS model was developed for the preliminary floodplain mapping provided by the Papio-Missouri River Natural Resources District (PMR-NRD) as part the Papillion Creek Watershed remapping effort. The model developed for this flood mapping effort does not include the tributary that extends to 36th Street. Therefore, the hydraulic model (HEC-RAS) will be extended upstream utilizing available GIS data and as-built information, if available, to support the development of the conceptual improvements and to characterize the stream. GIS contour data or culvert data may be supplemented with survey data (Task 2.3), as pre-approved by the CLIENT. It is assumed the HEC-RAS hydraulic model will be extended upstream to Giles Road. The hydrologic model (HEC-HMS) will be updated to provide updated flows for the model extension. The model and site visit data will be utilized to develop proposed improvements (maximum of 2 scenarios) for evaluation. Proposed floodplain boundary maps and hydraulic profiles will be developed for each scenario. It is assumed that no storm sewer system will be modeled upstream of Giles Road.

3.5.2 Conceptual Alternative Evaluations and Report

JACOBS will develop up to two (2) conceptual alternatives for the project area. JACOBS will prepare Conceptual Alternative figures for each of the alternatives, which will include 11-inch by 17-inch (11x17) plan and profiles and typical cross section(s) (if appropriate) of the proposed culvert and stream improvement alternatives and planning level OPCC for each.

An alternatives evaluations report will be developed that will discuss existing conditions, modeling results, the alternatives developed, utility coordination, permitting needs, grant opportunities, maintenance requirements, potential right-of-way impacts, and the OPCCs. JACOBS will meet with the CLIENT to present these Conceptual Alternatives for input and feedback. Based on the findings from the information gathered from the analyses described above, JACOBS will provide a summary of the basis of the recommended Conceptual Alternative for the site.

It is assumed the CLIENT will provide as-built drawings and culvert inspection report (if available) of the culvert under 36th Street. No structural inspections are included in this scope of work.

3.6 Oakridge Drive Drainage Analyses

The project is located near Oak Ridge Drive (Blue Ridge Development) near 9811 Oak Ridge Drive and includes evaluating site conditions and developing alternatives for drainage improvements in the neighborhood. It is understood the neighborhood may have future street improvements and the intent of this study is to provide drainage improvements such as catch basins, curb/gutter, storm sewer, etc. It is assumed for purposes of this analyses that the roadway improvements will consist of rehabilitation or replacement of existing pavement. No pavement assessment or roadway improvements are included in this analysis. The project includes evaluating the upstream drainage area and developing improvements to the local drainage network including the discharges to Big Elk Creek. Stream improvements for the properties paralleling Big Elk Creek east of Oak Ridge Drive will also be developed. It is assumed stream improvements will be limited to the properties in which the stream encroaches on private property. Stream conditions will be evaluated as part of Task 2.2. It is assumed stream improvements will be limited to 850 ft upstream of Cornhusker Road.

3.6.1 Hydrologic and Hydraulic Analyses

JACOBS will perform preliminary hydrology and hydraulic analysis utilizing XP-SWMM. The XP-SWMM model will be developed utilizing available GIS data, land-use data, and as-built information, if available, to characterize the drainage area. The purpose of these analyses is to better define the magnitude of flows and water velocities expected in the study area to help identify the types of solutions needed to improve the storm sewer system and roadway drainage. Existing and proposed conditions (maximum of 2 scenarios) will be modeled. GIS contour and storm data may be supplemented with survey data (Task 2.3), as pre-approved by the CLIENT. Connectivity investigations such as smoke or dye tests (Task 2.4) may be warranted and will only be conducted with pre-approval from CLIENT.

JACOBS will utilize the Big Elk Creek HEC-RAS model as the basis for the stream evaluation and development of improvements. The HEC-RAS model was developed for the preliminary floodplain mapping provided by the Papio-Missouri River Natural Resources District (PMR-NRD) as part the Papillion Creek Watershed remapping effort. The model and site visit data will be utilized to develop proposed improvements (maximum of 2 scenarios) for the stream evaluation. Proposed floodplain boundary maps and hydraulic profiles will be developed for each scenario. It is assumed no hydrologic updates will be made to the HEC-RAS model.

3.6.2 Conceptual Alternative Evaluations and Report

JACOBS will develop up to two (2) conceptual alternatives for the drainage improvements within Oakridge Drive and the Big Elk Creek improvement. JACOBS will prepare Conceptual Alternative figures for each of the alternatives, which will include 11-inch by 17-inch (11x17) plan view layouts (GIS) for drainage improvements and 11-inch by 17-inch (11x17) plan and profiles for the stream improvements, typical cross section(s) (if appropriate) and planning level OPCC for each alternative.

An alternatives evaluations report will be developed that will discuss existing conditions, modeling results, the alternatives developed, utility coordination, permitting needs, grant opportunities, maintenance requirements, potential right-of-way impacts, and the OPCCs. JACOBS will meet with the CLIENT to present these Conceptual Alternatives for input and feedback. Based on the findings from the information gathered from the analyses described above, JACOBS will provide a summary of the basis of the recommended Conceptual Alternative for the site.

Task 3 Deliverables

Alternatives Evaluation Reports

Conceptual Figures

Conceptual Opinion of Probable Construction Costs

Task 3 Assumptions

Sanitary and storm sewer as-built plans will be provided by CLIENT.

Available bridge and culvert as-builts and inspection reports will be provided by CLIENT.

Task 4: Stormwater Project Planning and Recommendations

The Conceptual Alternatives developed in Task 3 will be reviewed and recommendations developed to form a Conceptual Plan for implementing the design services and construction at each site based on CLIENT's input and capital resources. This Conceptual Plan will include the following items.

4.1 Permitting Considerations

Potential permitting requirements will be identified and summarized for each site, including but not be limited to recommendations for anticipated needs for local and state Grading and Construction Stormwater, US Army Corps of Engineers (USACE) Section 404 wetlands/waters of the United States (U.S.), FEMA floodplain requirements, railroad, and other permits. A list of potential permitting requirements, further investigations, and schedule will be developed for the CLIENT's use and planning. No wetland delineation services are included in this effort.

4.2 Grant Funding Opportunities

The recommended Conceptual Alternative for each site will be evaluated for potential grant funding opportunities (local and federal). A strategy will be developed to possibly group sites together that may use similar technologies in the Conceptual Alternative or based on other factors such as how sites may be grouped or scheduled together for design and construction as described below. JACOBS will prepare a list of potential grant opportunities and application dates (if provided) for the CLIENT use and planning. No grant applications or development thereof are included in this task.

4.3 Project Prioritization, Design and Construction Contract Packaging

Each project site and its Conceptual Alternatives will be evaluated for prioritization based on multiple factors, including but not limited to potential risk to adjacent infrastructure and private property, and other factors. The sites will also be evaluated for potentially grouping them into common design and/or construction packages. Factors considered may include those listed below.

- Potential Permitting Requirements
- Potential Grant Funding Opportunities
- Potential Private Property Encroachment Impacts (Right-of-Way)
- Required Utility Coordination
- Potential Constructability and Access Issues
- Maintenance Needs
- Construction Management Needs
- Project Phasing and Scheduling

4.4 Project Cost for CIP and Preliminary Schedules

JACOBS will utilize the planning level cost estimates and project prioritization for the Conceptual Alternatives for each site to develop project schedules and costs that include design services through final design, field services, services during construction, and the OPPC. Recommended future Final Design components may vary by site needs but will likely include geotechnical and other field investigations (such as sewer condition assessments), detailed site

survey, detailed hydrologic and hydraulic modeling, grant applications, and services during construction. JACOBS shall develop a Conceptual Plan summarizing the work completed in Tasks 1 through 3, including recommendations for scheduling and grouping projects as appropriate. JACOBS will meet with the CLIENT to present the draft Conceptual Stormwater Project Plan for the project sites for input and feedback. It is assumed one (1) revision will be made to this Conceptual Plan to address CLIENT review comments. Once accepted comments have been addressed, a revised and final Conceptual Plan will be submitted.

Task 4 Deliverables

One (1) digital (Word format) and one (1) hard copy of draft and final versions of the Conceptual Stormwater Project Plan for the project sites which includes:

- Project cost summaries – Opinion of Probable Project Costs (OPPCs)
- Planning level project schedules

Task 5: Copper Creek Stream Inventory and Prioritization

The Copper Creek stream assessment and prioritization project is generally located along Copper (Giles) Creek starting at the confluence with Big Papillion Creek and extending upstream to approximately Harrison Street. A stream assessment and inventory will be conducted to understand the stream characteristics and to develop a list of locations where stream improvements are needed. This list of stream repair locations will be prioritized to support the development of a comprehensive stream rehabilitation plan for Copper Creek.

5.1 Stream Assessment and Inventory

JACOBS will conduct a stream walk of Copper Creek from the confluence with Big Papillion Creek to approximately Harrison Street, including the three tributaries, to inventory and assess general storm drainage patterns, inventory observed streambank erosion, and identify infrastructure (i.e. bridges, culverts, sewers, etc.) in proximity of the stream. The three tributaries are shown in the Project Map attached and include 1) tributary south of 45th Ave Circle that extends around Omaha Gross High school (drainage from Southern Hills Drive), 2) tributary north of Bernadette Ave (drainage from High Meadows Lane), and 3) tributary drainage from Valley View Avenue. Information collected as part of the visual assessment will include, but is not limited to, channel bank stability assessments (Bank Erosion Hazard Index and Near Bank Stress), culvert and bridge photo documentation, identification of grade control points or knickpoints, and identifying existing visible utilities. JACOBS will coordinate with CLIENT staff and property owners as needed for access to the site. Detailed stream habitat or geomorphic assessments are not included in this scope of the work. The site visits will include documenting existing site conditions and confirming drainage and other issues to confirm project objectives. Field observations will be provided to the CLIENT with GIS maps, photos, and notes. Observations will be discussed with the CLIENT at PROJECT progress meetings.

5.2 Hydrologic and Hydraulic Analyses

Hydraulic modeling will be conducted to support identification of stream issues, characterize channel velocities and shear stresses, and identify potential flooding locations. JACOBS will utilize the Copper Creek HEC-RAS model as the basis for the H&H evaluation. The HEC-RAS model was developed for the preliminary floodplain mapping provided by the Papio-Missouri River Natural Resources District (P-MRNRD) as part the Papillion Creek Watershed remapping effort. The model developed for this flood mapping effort ends just upstream of 48th Street. Therefore, the hydraulic model (HEC-RAS) will be extended upstream utilizing available GIS data and as-built information, if available. GIS contour data or culvert data may be supplemented with survey data (Task 2.3), as pre-approved by the CLIENT. It is assumed the hydraulic model will be extended upstream past Bernadette Avenue approximately 1250 feet including the three tributaries. The hydrologic model (HEC-HMS) will be updated to provide updated flows for the model extensions. The model will be utilized to develop an existing conditions model. Stream and tributary flows will be established and stream characteristics such as velocities and shear stresses will be developed. This analysis will include design storm runs for the 10-, 25-, 50-, and 100-year storms.

5.3 LiDAR Based Stream Migration Assessment

JACOBS will perform a stream assessment using LiDAR datasets to identify lateral migration and degradation patterns for Copper Creek and the tributaries. Utilizing the available LiDAR

datasets from 2016, 2019, and 2022 comparisons of the data will be made to identify stream locations where the channel has migrated (stream bank erosion) and identify locations of channel bed degradation or aggradation. The analyses will include comparisons of 2022 and 2019 data to the 2016 data, and comparison of the 2022 data to 2019 data. JACOBS will develop GIS figures to illustrate these changes. JACOBS will identify the appropriate gradations to illustrate changes on the figures and identify areas in LiDAR datasets not appropriate for comparison. Cross-sections will be developed at key locations to illustrate the change in channel shape over time. It is assumed a maximum of ten (10) cross section locations will be utilized. Figures and cross-section data will be discussed with CLIENT at a PROJECT progress meeting and will be incorporated in the assessment report included in Task 5.4.

5.4 Copper Creek Prioritization and Report

JACOBS will prepare a Technical Summary that will summarize the data developed as part of the stream inventory, modeling, and migration assessment. The data will be analyzed to identify stream locations that warrant stream stabilization improvements and will identify infrastructure that is at risk due to stream migration or degradation. These stream locations will be prioritized based on scoring and grouped to develop potential project areas for further consideration or design. Scoring of problem areas will be based on elements such as geomorphology, hydraulics, erosion risk, and infrastructure. JACOBS will discuss weighting of the elements with the CLIENT to gather input on priority elements. Design or identification of potential improvements is not included in this scope of work. JACOBS will meet with the CLIENT to present these results and the draft Technical Summary for input and feedback. JACOBS will incorporate this input and a final Technical Summary will be provided.

Task 5 Deliverables

One (1) copy of site visit field notes, photos, assessment notes, and maps

Raster datasets from the LiDAR based Stream Migration Assessment (limited to 6 raster datasets)

One (1) copy of the HEC-RAS model files

One (1) digital (PDF format) and one (1) hard copy of draft and final versions of the Copper Creek Assessment and Prioritization Report

Task 6: Kennedy Town Center Modeling Support

The Kennedy Town Center Modeling Support will consist of evaluating stormwater drainage in the Kennedy Town Center area south of Chandler Road, between 25th and Kennedy Freeway. This will include modeling of existing and proposed conditions to provide recommendations regarding post-construction stormwater management requirements and identifying potential measures to mitigate adverse impacts downstream (north of Chandler Road).

6.1 Task Meetings

JACOBS will facilitate one task kick-off meeting with the CLIENT to discuss the goals of the task, review the drainage study report prepared by developer (Lots 5, 6, and 75), and discuss data gaps and needs. JACOBS will facilitate one task meeting to present and discuss results with CLIENT. JACOBS will prepare the meeting agendas, will prepare and distribute draft meeting summary for review and comment by the attendees, and will prepare and distribute final meeting summaries.

6.2 Data Review and Model Update

The XP-SWMM model developed as part of previous drainage evaluations (Chandler Detention Basin Evaluation) will be utilized to evaluate the existing and proposed conditions. The storm sewer network will be updated based on review of existing reports, plans, and supplemented with available GIS data (if needed). Land-use and other hydrologic conditions such as sub-basin modifications will be updated to replicate existing conditions and allow for comparison to the proposed conditions. JACOBS will perform preliminary hydrologic and hydraulic analysis to establish existing conditions. Impact points and locations where existing storm design criteria is not met will be identified.

JACOBS will review available reports and plans to verify storm drainage and sewer connectivity, invert elevations, etc. These reports and plans include:

- Walnut Creek Apartments Drainage Report (2011)
- Walnut Creek Civil Site Plans (2011)
- Bellevue Chrysler Drainage Report (Revised 2013)
- Bellevue Chrysler PCSMP Stormwater Management Plan (2012)
- Corwin Toyota Drainage Report (Updated 2017)
- Corwin Toyota Civil Site Plans (2016)
- Deer Creek Village Development Plans (2021) (no drainage report available)
- Kennedy Town Center Storm Sewer Plan & Profile Plans (2007)
- Luxe Automotive Bellevue – Preliminary Drainage Study (January 2023) and Preliminary Plans (as available)

6.3 Proposed Conditions Model

JACOBS will create a proposed conditions stormwater model to replicate the proposed conditions for the development proposed for Lots 5, 6, and 75. JACOBS will perform hydrologic and hydraulic analysis to establish proposed conditions. Identification of impact points and locations where the change in conditions create adverse impacts downstream will be provided.

6.4 Evaluation of Mitigation Measures

Based on the impact points identified in Task 6.2 JACOBS will evaluate mitigation measures to address the adverse impacts. This includes making recommendations for providing adequate post-construction stormwater detention for the Kennedy Town Center properties, including the existing detention basin on Lots 5, 6 & 75 where the development is proposed. JACOBS will identify potential measures that could be implemented within Kennedy Town Center to help mitigate adverse impacts downstream (north of Chandler Road) including the Kennedy Center Offsite Detention Basin. For budgeting purposes it is assumed four potential mitigation measures will be developed. It is assumed these evaluations will be modeling exercises and will be summarized in the Technical Summary (see Task 6.5). Concepts or figures will be limited to GIS figures and markups of existing plans.

6.5 Technical Summary

JACOBS will prepare a Technical Summary that will summarize the existing and proposed modeling development, assumptions, results, and will document the potential mitigation measures evaluated. JACOBS will meet with the CLIENT to present these results and the draft Technical Summary to obtain input and feedback. JACOBS will incorporate this input and a final Technical Summary will be provided.

Task 6 Deliverables

One (1) kick-off and one (1) task results meeting agenda and summary.

One (1) digital (PDF format) and one (1) hard copy of draft and final versions of the Technical Summary

XP-SWMM model files

Task 6 Assumptions

- The XP-SWMM model from the Chandler project (Concept Study 2022) will be utilized for modeling. This model includes the drainage areas south of Chandler Road and extends downstream north of Chandler Road to 18th Street which includes the Kennedy Center Offsite Detention Basin.
- CLIENT will provide following reports and plans:
 - Walnut Creek Apartments Drainage Report (2011)
 - Walnut Creek Civil Site Plans (2011)
 - Bellevue Chrysler Drainage Report (Revised 2013)
 - Bellevue Chrysler Post Construction Stormwater Management Plan (2012)
 - Corwin Toyota Drainage Report (Updated 2017)
 - Corwin Toyota Civil Site Plans (2016)
 - Deer Creek Village Development Plans (2021) (no drainage report available)
 - Kennedy Town Center Storm Sewer Plan & Profile Plans (2007)
 - Luxe Automotive Bellevue – Preliminary Drainage Study (January 2023) and Preliminary Plans (as available)

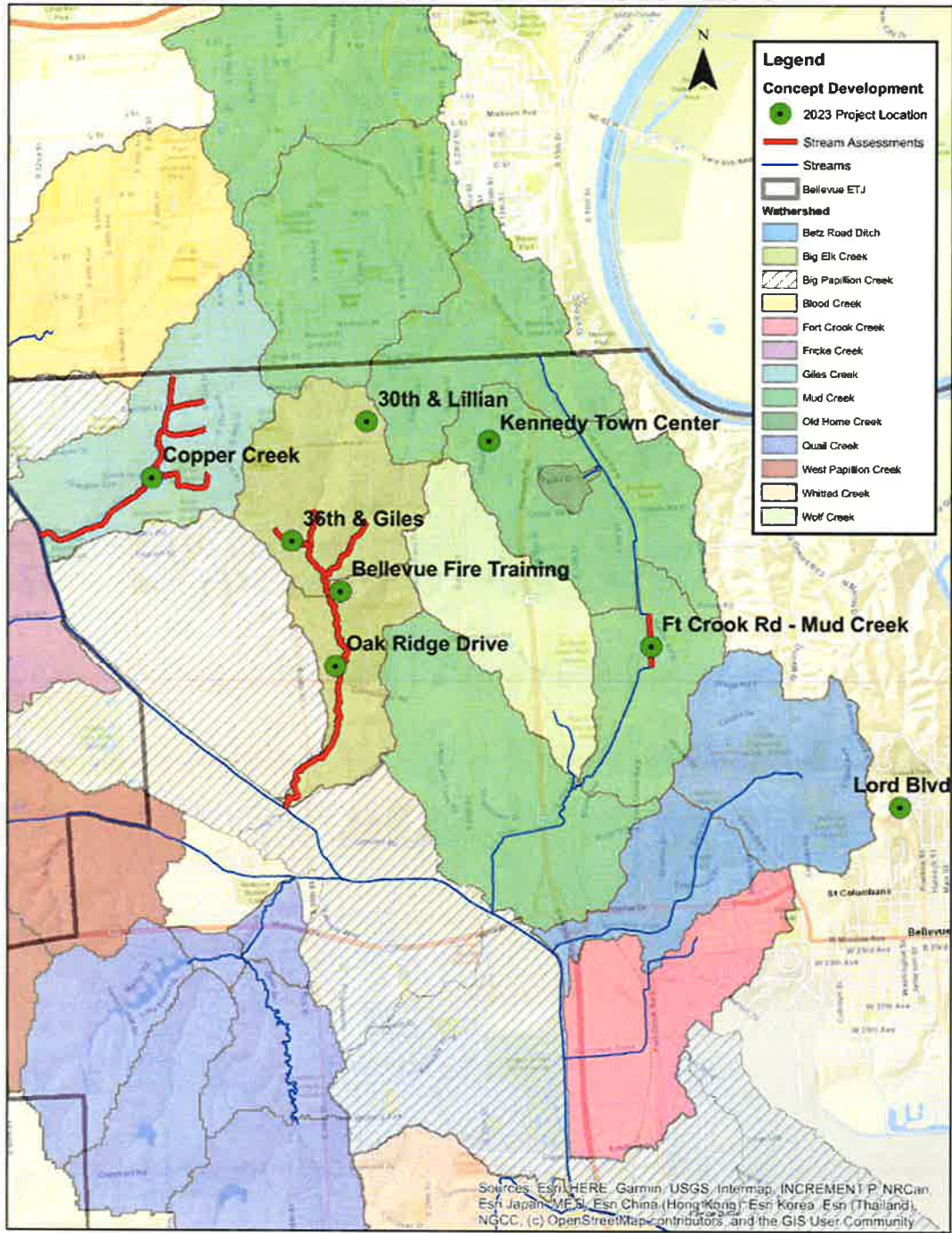
- Modeling analysis will include analyses of the 2, 5, 10, and 100-year design storms and post-construction requirements to manage the first 0.5 inches of runoff.
- Hydraulic and hydrologic analyses will follow criteria set forth in the Omaha Regional Stormwater Design Manual (2014).
- Post-construction stormwater management plans are required to control the first 0.5-inch of runoff from the site and maintain the 2-year pre-development runoff condition.
- No cost estimates or cost reviews are included as part of this task.

Assumptions

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, JACOBS has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, JACOBS makes no warranty that the CLIENT's actual Project costs, financial aspects, economic feasibility, or schedules will not vary from JACOBS' opinions, analyses, projections, or estimates.

CLIENT will provide to JACOBS all data in CLIENT's possession relating to JACOBS services on the Project. JACOBS will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CLIENT.

PROJECT MAP - 2023 CONCEPTS



ARTICLE 2 - Schedule

The estimated PROJECT schedule is shown below and is based upon a Notice to Proceed from the CLIENT of March 27, 2023. Responses to reviews of deliverables provided to the CLIENT will be critical to meeting deadlines and maintaining the PROJECT schedule.

Draft Kennedy Town Center Technical Summary - April 7, 2023

Final Kennedy Town Center Technical Summary - April 21, 2023

Draft Copper Creek Assessment Report - June 2, 2023

Final Copper Creek Assessment Report - July 7, 2023

Draft Submittal of Alternative Analyses Reports - September 22, 2023

Final Submittal of Alternative Analyses Reports - October 27, 2023

Draft Submittal of CIP Material - October 20, 2023

Final Submittal of CIP Material - November 17, 2023

ARTICLE 3 - Compensation

Compensation by CLIENT to JACOBS for the proposed services described above will be as described in Attachment B.

Attachment B

COMPENSATION

Storm Drainage Improvement Conceptual Plan 2023

Compensation by City of Bellevue (CLIENT) to Jacobs Engineering Group Inc. (JACOBS) for the proposed services described in Attachment A, Scope of Services will be as follows:

A. COST REIMBURSABLE-MULTIPLIER (TIME AND EXPENSE)

For services enumerated in the Scope of Services above, JACOBS Raw Labor Costs multiplied by a factor of 3.0, plus Direct Expenses, plus a service charge of 5 percent of subcontracts and outside services, plus applicable sales, use, value added, business transfer, gross receipts, or other similar taxes. A minimum bill rate of ninety dollars per hour will be applied to international team members employed by JACOBS. At JACOB's discretion, billing rates for certain subject matter experts may be capped to a value less than the bill rate computed based on the multiplier noted above.

B. BUDGET

The maximum cost for this PROJECT, as defined by services described in the Scope of Services outlined in Attachment A is Three Hundred Forty-Nine Thousand, Six Hundred Seventy Three dollars (\$349,673), which will be billed on a time and materials basis. JACOBS may utilize the compensation between individual tasks requested by the CLIENT but shall not exceed the maximum amount of \$349,673 unless approved in writing by the CLIENT through a contract amendment to this agreement.

JACOBS is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is CLIENT obligated to pay JACOBS beyond these limits. When budget has been increased, JACOBS excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

C. DIRECT EXPENSES

Direct Expenses are those necessary costs and charges incurred for the PROJECT including, but not limited to: (1) the direct costs of transportation and equipment and supplies; (2) JACOBS current standard rate charges for direct use of JACOBS vehicles, laboratory test and analysis, and certain field equipment; and (3) JACOBS standard project charges for computing systems, and special health and safety requirements of OSHA.

Compensation by CLIENT to JACOBS will be for professional services provided on a "time and materials" basis on hourly rates for all labor and direct costs. A summary of labor hours per task and JACOBS's standard hourly billing rates is included in Table 2 below.

Table 2

Schedule of Hourly Rates, 2023*

Storm Drainage Improvement Conceptual Plan 2023

Staff Name	Hourly Rate	Task 1 Hours	Task 2 Hours	Task 3 Hours	Task 4 Hours	Task 5 Hours	Task 6 Hours	Total
Project Manager	\$229	124	45	30	13	48	18	278
QC Reviewer	\$273	0	0	16	2	0	0	18
Design Lead/GIS	\$168	16	32	48	26	92	8	222
Civil Engineer	\$113	16	40	446	4	120	0	626
Civil Engineer	\$113	16	40	570	4	0	0	630
CAD Technician	\$94	0	0	186	0	0	0	186
Wetland Scientist	\$125	0	0	9	2	0	0	11
Structural Lead	\$289	0	0	8	0	0	0	8
Structural Engineer	\$148	0	0	24	0	0	0	24
Trenchless Engineer	\$296	0	0	12	0	0	0	12
Sewer Rehab Engineer	\$153	0	0	32	0	0	0	32
Traffic Engineer	\$216	0	0	4	0	0	0	4
Roadway Design Engineer	\$170	0	0	60	0	0	0	60
HSSE	\$230	2	0	0	0	0	0	2
Grant Specialist	\$274	0	0	0	4	0	0	4
Cost Estimator	\$281	0	0	44	0	0	0	44
Contract Support	\$103	2	0	0	0	0	0	2
Geotechnical Engineer	\$221	0	0	18	0	0	0	18
Total Labor Hours		176	157	1507	55	264	106	2265
Total Labor Costs		\$35,359	\$24,702	\$194,258	\$10,134	\$40,555	\$16,666	\$321,673
Expenses		\$0	\$6,900	\$100	\$0	\$0	\$0	\$7,000
Subconsultant Costs		\$0	\$21,000	\$0	\$0	\$0	\$0	\$21,000
Total Costs		\$35,359	\$52,602	\$194,358	\$10,134	\$40,555	\$16,666	\$349,673

*Note: Hourly billing rates apply to all "Time and Materials" contracts, effective January 1, 2023. Labor rates are based on a 3.0 Raw Labor Cost Multiplier and may deviate from the values listed in the table based on individuals actually performing the work and their actual raw labor rate at the time the services are performed.

Non-Labor Rate Items

Mileage Rate	Current IRS audit rate at time of service
Other related consumable supplies (field equipment and supplies, etc.)	Actual
Postage, freight	Actual
Travel costs (airfare, hotel, care rental, meals, etc.)	Actual
Subcontractors and Outside Services	Actual + 5 percent

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16g.
3/7/2023

COUNCIL MEETING DATE: March 7, 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:

Novation Agreement Bellevue CBOC VA263-14-L-0001

SYNOPSIS/BACKGROUND:

Novation Agreement is the official and legal transfer of the lease to the City of Bellevue from Longo Drive, LLC for the United States of America (Government). The Government, represented by officers of the Department of Veterans Affairs (VA)

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:

To approve and authorize the Mayor to sign Novation Agreement with the United States of America for the VA lease.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



NOVATION AGREEMENT
BELLEVUE CBOC
VA263-14-L-0001

The Longo Drive, LLC (Transferor), a corporation duly organized and existing under the laws of Colorado with its principal office in Denver; the City of Bellevue a municipality, existing under the laws of Nebraska with its principal office in Bellevue; and the United States of America (Government) enter into this Agreement as of January 28, 2022.

(a) The parties agree to the following facts:

(1) The Government, represented by various Contracting Officers of the Department of Veterans Affairs, has entered into that certain lease with the Transferor, namely: VA263-14-L-0001. The term "Lease," as used in this Agreement, means the above described lease, including all modifications, made between the Government and the Transferor or its predecessor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Transferor has any remaining rights, duties, or obligations under the Lease). Included in the term "Lease" are also all modifications made under the terms and conditions of the Lease between the Government and the Transferee, on or after the effective date of this Agreement.

(2) As of January 28th, 2022, the Transferor has transferred to the Transferee all the assets of the Transferor involved in performing its obligations under the Lease by virtue of a warranty deed to the property between the Transferor and the Transferee.

(3) The Transferee has acquired all the assets of the Transferor involved in performing the Lease by virtue of the above transfer.

(4) The Transferee has assumed all obligations and liabilities of the Transferor under the Lease by virtue of the above transfer.

(5) The Transferee is in a position to fully perform all obligations that may exist under the Lease.

(6) It is consistent with the Government's interest to recognize the Transferee as the successor party to the Lease.

(7) Evidence of the above transfer has been filed with the Government.

(8) Transferor and Transferee represent that the transfer has been properly effected and agree that the Government may rely on this representation.

(9) Transferee will abide by Clause 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment, contained within the Lease.

(b) In consideration of these facts, the parties agree that by this Agreement—

(1) The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the Lease.

(2) The Transferee agrees to be bound by and to perform the Lease in accordance with the conditions contained in the Lease. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the Lease as if the Transferee were the original party to the Lease.

(3) The Transferee is bound by all previous actions taken by the Transferor with respect to the Lease, with the same force and effect as if the action had been taken by the Transferee.

(4) The Government recognizes the Transferee as the Transferor's successor in interest in and to the Lease. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the Lease as if the Transferee were the original party to the Lease. Following the effective date of this Agreement, the term "Lessor," as used in the Lease, shall refer to the Transferee.

(5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.

(6) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the Lease, shall be considered to have discharged those parts of the Government's obligations under the contracts. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the Lease, to the extent of the amounts paid or reimbursed.

(7) The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the Lease.

(8) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee—

(i) Assumes under this Agreement; or

(ii) May undertake in the future should these contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

(9) The Lease shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

UNITED STATES OF AMERICA,

By _____

Title _____

LONGO DRIVE, LLC

By _____

Title _____

[Corporate Seal]

CITY OF BELLEVUE, NE,

By _____

Title _____

[Corporate Seal]

CERTIFICATE

I, _____, certify that I am the Secretary of Longo Drive, LLC, that _____, who signed this Agreement for this corporation, was then _____ of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this day of _____ 20 ____.

By _____

[Corporate Seal]

CERTIFICATE

I, _____, certify that I am the Secretary of City of Bellevue, NE, that _____, who signed this Agreement for this corporation, was then _____ of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this day of _____ 20 ____.

By _____

[Corporate Seal]

16h.
3/7/2023

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 03/07/2023		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:

Approval of documents to release the CDBG Housing Rehabilitation Deed of Trust for 609 Vernon Avenue including the Deed of Reconveyance

SYNOPSIS/BACKGROUND:

In February 2013, the City completed a Community Development Housing Rehabilitation project at 609 Vernon Avenue in the amount of \$13,786.70, and a Deed of Trust was filed with Sarpy County for said amount. In February 2023, the City received a final payment fulfilling the non-forgiveable loan amount, which was a total of \$6,893.35. With the fulfillment of the terms of the agreement, the City an release the lien by filing a Deed of Reconveyance.

FISCAL IMPACT: \$6,893.35 BUDGETED FUNDS?: No GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: _____

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

PROJECT NAME: _____

START DATE: _____ END DATE: _____ PAYMENT DATE: _____ INSURANCE REQUIRED: Yes

CIP PROJECT NAME: _____ CIP PROJECT NAME: _____

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

ACCOUNTING DISTRUBUTION CODE: 60-CDBG ACCOUNT NUMBER: _____

RECOMMENDATION:

Approve the Deed of Reconveyance.

ATTACHMENTS:

- | | | |
|----------------------------|-------------------------|------------------|
| 1. Substitution of Trustee | 2. Deed of Reconveyance | 3. Deed of Trust |
| 4. _____ | 5. _____ | 6. _____ |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

DEED OF RECONVEYANCE

WHEREAS, the undersigned Trustee, Annie E. Mathews, Interim Bellevue City Attorney and member of the Nebraska State Bar Association, of 1500 Wall Street, Bellevue, County of Sarpy, State of Nebraska, as Trustee under the Deed of Trust executed by Leroy and Edith Price, a married couple, Trustor, in which City of Bellevue, Nebraska, was named as Beneficiary, and recorded on February 28, 2013, as Instrument No. 2013-06121 of the Mortgage Records of the Register of Deeds of Sarpy County, Nebraska, has received from, the City of Bellevue, Nebraska, Beneficiary thereunder, a written Request to Reconvey, reciting that all sums secured by such Deed of Trust have been fully paid and that such Deed of Trust and the Note secured thereby have been surrendered to the undersigned, as Trustee, for cancellation;

NOW THEREFORE, in accordance with such request and the provisions of such Deed of Trust, the undersigned, as Trustee, does hereby reconvey, without warranty, to the person or persons entitled thereto, namely Leroy and Edith Price, a married couple, the estate now held by the Trustee thereunder, to-wit:

Lot 55, Jewel Terrace, an addition to the City of Bellevue, Sarpy County, Nebraska, as surveyed, platted, and recorded together with all vacated portions of streets, avenues and alley adjacent thereto

IN WITNESS WHEREOF the undersigned has executed this Deed of Reconveyance at Bellevue, Nebraska, on March _____, 2023.

Annie E. Mathews, Successor Trustee

STATE OF NEBRASKA)
)
COUNTY OF SARPY)

On this ____ day of March, 2023, before me, a Notary Public, duly commissioned, qualified for and residing in said county, personally came Annie E. Mathews, known to me to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.

Notary Public

REQUEST TO RECONVEY

TO: Annie E. Mathews, Trustee

You are hereby requested to execute a Deed of Reconveyance to Leroy and Edith Price, a married couple, for the reason that payment in full has been made on the note secured by the Deed of Trust recorded the 28th day of February, 2013, as Instrument No. 2013-06121 of the Mortgage Records of Sarpy County, Nebraska.

Dated this ____ day of March 2023

City of Bellevue, Nebraska

By: _____
Rusty Hike, Mayor

STATE OF NEBRASKA)
)
COUNTY OF SARPY)

On this ____ day of March, 2023, before me, a Notary Public, duly commissioned, qualified for and residing in said county, personally came Rusty Hike, Mayor of the City of Bellevue, Nebraska, known to me to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his/her voluntary act and deed on behalf of the City.

WITNESS my hand and notarial seal the day and year last above written.

Notary Public

SUBSTITUTION OF TRUSTEE

KNOW ALL PERSONS BY THESE PRESENTS:

Leroy and Edith Price, a married couple, is the Grantor/Trustor, and **Patrick Sullivan** is the Trustee, and **City of Bellevue, Nebraska**, is the Beneficiary under that certain Deed of Trust dated February 13, 2013, and recorded on February 28, 2013, as Instrument No. 2013-06121, Mortgage Records of Sarpy County in the State of Nebraska. The trust property affected is legally described as follows:

Lot 33, Hidden Hills, an Addition to the City of Bellevue, Sarpy County, Nebraska, as surveyed, platted, and recorded together with all vacated portions of streets, avenues, and alleys adjacent thereto.

The undersigned, who is the present Beneficiary under said Deed of Trust, desires to appoint a new Trustee in place and stead of the Trustee named above;

NOW, THEREFORE, in view of the premises, the undersigned hereby appoints: ANNIE E. MATHEWS, a member of the Nebraska State Bar Association, whose address is 1500 Wall Street, Bellevue, NE 68005 as Successor Trustee under said Deed of Trust. She is to have all the powers of said original Trustee, effective forthwith. Where Co-Trustees are appointed each shall have all the powers of said original Trustee and each shall be authorized to act severally.

IN WITNESS WHEREOF, the undersigned Beneficiary has hereunto set their hands.

Dated: March ____, 2023

City of Bellevue, Nebraska,
Beneficiary

By: _____
Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

Record & Return to: City of Bellevue, 1500 Wall Street, Bellevue, NE 6800

STATE OF NEBRASKA)
)SS:
COUNTY OF SARPY)

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

Witness my hand and notarial seal this ____ day of March 2023.

Notary Public

2013-06121

02/28/2013 10:32:06 AM

Clay J. Bowling

REGISTER OF DEEDS

COUNTER	<u>13</u>	C.E.	<u>13</u>
VERIFY	<u>13</u>	D.E.	<u>13</u>
PROOF	<u>13</u>		
FEES \$	<u>34.00</u>		
CHECK#			
CHG	<u>COB</u>	CASH	
REFUND		CREDIT	
SHORT		NCR	



City of Bellevue
CDBG Office
210 West Mission Ave
Bellevue, NE 68005

**THIRD DEED OF TRUST
AND REQUEST FOR NOTICE OF DEFAULT
MATURITY DATE: Sale, Lease or Abandonment, or February 13, 2023, whichever is earlier.**

THIS DEED OF TRUST made on this 13th day of February, 2013 among Trustors, Leroy and Edith Price, a married couple, whose principal residence is 609 Vernon Ave, Bellevue, NE 68005, as Trustor, and Patrick J. Sullivan, Attorney at Law, Suite 1, 1246 Golden Gate Drive, Papillion, Nebraska 68046, as Trustee, and the City of Bellevue, Nebraska, 210 West Mission, Bellevue, Nebraska, 68005, as Beneficiary.

WITNESSETH:

THAT TRUSTOR irrevocably grants, transfers and assigns to Trustee in Trust, with power of sale, the following described Real Estate:

Mailing Address: 609 Vernon Avenue, Bellevue, Nebraska 68147

Legal Address: Lot 55 Jewell Terrace, in the City of Bellevue, Sarpy County, Nebraska, as surveyed, platted, and recorded together with all vacated portions of streets, avenues and alleys adjacent thereto

together with all interest which Trustor now has or may hereafter acquire in and to said Real Estate and in and to: (a) all easements and rights of way appurtenant thereto and all of the estate, right, title, interest, claim and demand whatsoever of Trustor in the Real Estate, either at law or in equity, now or hereafter acquired; (b) all structures, buildings and improvements of every kind and description now or at any time hereafter located or placed on the Real Estate (the "improvements"); (c) all machinery, appliances apparatus, equipment and fixtures now or hereafter located in, upon or under the Real Estate or the Improvements or any part thereof, and used or usable in connection with any present or future operation thereof, and all additions thereto and replacements thereof; (d) all homestead rights as now or hereafter provided by Nebraska Law. The entire estate, property and interest hereby conveyed to Trustee may hereafter be referred to as the "Trust Estate". This Deed of Trust securing a Conditional Loan is subject only to a lien granted by Trustors to Keith I. Frederick, Trustee for Beneficial Mortgage Company, as the "Primary Lender", in the amount of \$41,229.08; and to First American Title Company, Trustee for Citicorp Trust Bank, fsb, as the "Beneficiary", in the amount of \$95,800.00.

FOR PURPOSE OF SECURING:

A. Payment of the principal sum of Thirteen Thousand, Seven Hundred Eighty Six Dollars and Seventy Cents (\$ 13,786.70) in CDBG funds, with interest thereon, evidenced by that certain Promissory Note (the "Note") dated February 13, 2013 with a maturity date at the time of sale, lease or abandonment, executed by Trustor which has been delivered and is payable to the order of Beneficiary, and which by this reference is hereby made a part hereof, and any and all modifications, extensions and renewals thereof, and

B. Payment of all sums advanced by Beneficiary to protect the Trust Estate, with interest thereon at the rate of two point six five (2.5) percent per annum.

This Deed of Trust, the Note, and any other instrument given to evidence or further secure the payment and performance, of any obligation secured hereby may hereafter be referred to collectively as the "Loan Instruments".

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

1. Payment of Obligation. To pay when due the principal of, and the interest on, the indebtedness evidenced by the Note, charges, fees and all other sums as provided in the Loan Instruments.

2. Maintenance and Compliance with Laws. To keep the Trust Estate in good condition and repair; not to remove, demolish or substantially alter (except such alterations as may be required by laws, ordinances or regulations) any of the Improvements; to promptly restore in a good and workmanlike manner any Improvement which may be damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Trust Estate or any part thereof or requiring any alterations or improvements; not to commit or permit any waste or deterioration of the Trust Estate, not to commit, suffer or permit any act to be done in or upon the Trust Estate in violation of any law, ordinance or regulation, and to pay and promptly discharge at Trustor's cost and expense all liens, encumbrances and charges levied, imposed or assessed against the Trust Estate or any part thereof.

3. Required Insurance. To at all times provide, maintain and keep in force fire and extended coverage insurance against loss or damage to the Improvements. Such insurance policies shall contain a standard mortgage clause in favor of the Beneficiary and shall not be cancelable or terminated without fourteen (14) days prior written notice to Beneficiary. Evidence of such insurance shall be provided by Trustor upon request in an amount not less than the total value of the home of \$90,278.00.

After the occurrence of any casualty to the Trust Estate or any part thereof, Trustor shall give prompt written notice thereof to Beneficiary. In the event of any damage or destruction of the Improvements, Beneficiary shall have the option in its sole discretion of applying all or part of the insurance proceeds (i) to any indebtedness secured hereby and in such order as Beneficiary may determine, or (ii) to the restoration of the Improvements or (iii) to Trustor.

4. Taxes and Impositions.

(a) Trustor agrees to pay and to provide Beneficiary paid receipts of, at least ten (10) days prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, which are assessed or imposed upon the Trust Estate, or become due and payable, and which create, may create or appear to create a lien upon the Trust Estate, or any part thereof, (all of which taxes, assessments and other governmental and non-governmental charges of like nature are hereinafter referred to as "Impositions").

(b) If at any time after the date hereof there shall be assessed or imposed (i) a tax or assessment on the Trust Estate in lieu of or in addition to the Impositions payable by Trustor pursuant to subparagraph (a) hereof, or (ii) a license fee, tax or assessment imposed on Beneficiary or this Trust Deed and measured by or based in whole or in part upon the amount of the outstanding obligations secured hereby, then all such taxes, assessments or fees shall be deemed to be included within the term "Impositions" as defined in subparagraph (a) hereof, and Trustor shall pay and discharge the same as herein provided with respect to the payment of Impositions or, at the option of Beneficiary, all obligations secured hereby together with all accrued interest thereon, shall immediately become due and payable. Anything to the contrary herein notwithstanding, Trustor shall have no obligation to pay any franchise, estate, inheritance, income, excess profits or similar tax levied on Beneficiary or on the obligations secured hereby.

5. Actions Affecting Trust Estate. To appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees, in any such action or proceeding in which Beneficiary or Trustee may appear. Should Trustor fail to make any payment or to do any act as and in the manner provided in any of the Loan Instruments, Beneficiary and/or Trustee, each in its own discretion, without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Trustor shall, immediately upon demand therefor by Beneficiary, pay all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing rights, including without limitation costs of evidence of title, court costs, appraisals, surveys and attorney's fees.

6. Eminent Domain. Should the Trust Estate, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner ("Condemnation"), or should Trustor receive any notice or other information regarding such proceeding, Trustor shall give prompt written notice thereof to Beneficiary.

Beneficiary shall be entitled to all compensation, awards and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings. Beneficiary shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds awarded to Trustor (the "Proceeds") are hereby assigned to Beneficiary and Trustor agrees to execute such further assignments of the Proceeds as Beneficiary or Trustee may require.

In the event any portion of the Trust Estate is so taken or damaged, Beneficiary shall have the option, in its sole and absolute discretion, to apply all such Proceeds, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including attorneys' fees, incurred by it in connection with such Proceeds, upon any indebtedness secured hereby and in such order as Beneficiary may determine, or to apply all such Proceeds, after such deductions, to the restoration of the Trust Estate upon such conditions as Beneficiary may determine. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

B

7. Appointment of Successor Trustee. Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, mailed to Trustor and recorded in the County in which the Trust Estate is located and by otherwise complying with the provisions of the applicable law of the State of Nebraska substitute a successor or successors to the Trustee named herein or acting hereunder.

8. Successors and Assigns. This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, personal representatives, successors and assigns. The term "Beneficiary" shall mean the owner and holder of the Note, whether or not named as Beneficiary herein.

9. Inspections. Beneficiary, or its agents, representatives or workmen, are authorized to enter at any reasonable time upon or in any part of the Trust Estate for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of any of the Loan Instruments.

10. Beneficiary's Powers. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Property not then or theretofore released as security for the full amount of all unpaid obligations, Beneficiary may, from time to time and without notice (i) release any person so liable, (ii) extend the maturity or alter any of the terms of any such obligations, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Beneficiary's options any parcel, portion or all of the Trust Estate, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.

11. Events of Default. Any of the following events shall be deemed an event of default hereunder:

(a) Default shall be made in the payment of any installment of principal or interest or any other sum secured hereby when due; or

(b) Trustor shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Trustor or of all or any part of the Trust Estate, or of any or all of the royalties, revenues, rents, issues or profits thereof, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or

(c) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Trustor seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain un-vacated and un-stayed for an aggregate of thirty (30) days (whether or not consecutive) from the first date of entry thereof; or any trustee, receiver or liquidator or Trustor or of all or any part of the Trust Estate, or of any or all of the royalties, revenues, rents, issues or profits thereof, shall be appointed without the consent or acquiescence of Trustor and such appointment shall remain un-vacated and un-stayed for an aggregate of thirty (30) days (whether or not consecutive); or

(d) A writ of execution or attachment or any similar process shall be entered against Trustor which shall become a lien on the Trust Estate or any portion thereof or interest therein and such execution, attachment or similar process of judgment is not released, bonded, satisfied, vacated or stayed within thirty (30) days after its entry or levy; or

(e) There has occurred a breach of or default under any term, covenant, agreement, condition, provision, representation or warranty contained in any of the Loan Instruments.

12. Acceleration upon Default, Additional Remedies. In the event of any event of default Beneficiary may declare all indebtedness secured hereby to be due and payable and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind. Thereafter Beneficiary may:

(i) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Trust Estate, or any part thereof, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Trust Estate, or part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Trust Estate, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including attorneys' fees, upon any indebtedness secured hereby, all in such order as Beneficiary may determine. The entering upon and taking possession of the Trust Estate, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Trust Estate or the collection, receipt and application of rents, issues or profits, Trustee or Beneficiary shall be entitled to exercise every right provided for in any of the Loan Instruments or by law upon occurrence of any event of default, including the right to exercise the power of sale;

(ii) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(iii) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Trust Estate to be sold, which notice Trustee shall cause to be duly filed for record in the Official Records of the County in which the Trust Estate is located.

13. **Foreclosure by Power of Sale.** Should Beneficiary elect to foreclose by exercise of the power of sale herein contained, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust and the Note and such receipts and evidence of expenditures made and secured hereby as Trustee may require.

(a) Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default and Election to Sell as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as required by law, sell the Trust Estate at the time and place of sale fixed by it in such Notice of Sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.

(b) After deducting all costs, fees and expenses of Trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at nine percent (9%) per annum; all other sums then secured hereby and the remainder, if any, to the person or persons legally entitled thereto.

(c) Trustee may postpone sale of all or any portion of the Trust Estate by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement or subsequently noticed sale, and without further notice, except such as may be required by statute, make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

14. **Appointment of Receiver.** If an event of default described in Section 11 of this Deed of Trust shall have occurred and be continuing, Beneficiary, as a matter of right and without notice to Trustor or anyone claiming under Trustor, and without regard to the then value of the Trust Estate or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Trust Estate, and Trustor hereby irrevocably consents to such appointment and waives notice of any application therefor.

15. **Remedies Not Exclusive.** Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust or under any Loan Instrument or other agreement or any laws now or hereafter in force, notwithstanding some or all of the such indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, its being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Instruments to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies. Nothing herein shall be construed as prohibiting Beneficiary from seeking a deficiency judgment against the Trustor to the extent such action is permitted by law.

16. **Request for Notice.** Trustor hereby requests a copy of any notice of default and that any notice of sale hereunder be mailed to each person who is a party hereto at the address set forth in the first paragraph of this Deed of Trust.

17. **Governing Law.** This Deed of Trust shall be governed by the laws of the State of Nebraska. In the event that any provision or clause of any of the Loan Instruments conflicts with applicable laws, such conflicts shall not affect other provisions of such Loan Instruments which can be given effect without the conflicting provision, and to this end the provisions of the Loan Instruments are declared to be severable. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

18. **Reconveyance by Trustee.** Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

++16i.
3/7/2023

COUNCIL MEETING DATE: March 7, 2023		SUBMITTED BY: Legal Department/Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Agreement for Verification of Voters between the City of Bellevue and Sarpy County Election Commissioner

SYNOPSIS/BACKGROUND:

The City received a prospective initiative petition on August 26, 2022, received by the City Clerk's office. The City clerk certified the petition for circulation on or about August 30, 2022. Pursuant to statute, the petitioners had 6 months from the date the City Clerk certified the petition for circulation to gather the requisite amount of signatures and file the same with the City Clerk. The petitioners filed the signed petitioners with the Bellevue City Clerk on or about February 27, 2023, which complies with the 6 month timeline. The signatures must now be verified to determine if the petitioners gathered the requisite amount of signatures.

Pursuant to statute, the City, by passage of a resolution, and the county election commissioner may mutually agree to provide that the election commissioner shall ascertain whether or not the petition is signed by the requisite number of voters. The City believes that the election commissioner has the resources and is in a better position to verify the signatures. Pursuant to statute, the City shall reimburse the count for any costs incurred by the election commissioner in completing this process. Approval of this agreement is necessary to comply with state statute and provide for the election commissioner handling the verification process.

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 mayor to sign Agreement for Verification of Voters

ATTACHMENTS:

1. <input type="text" value="Agreement for Verification of Voters"/>	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:



AGREEMENT FOR VERIFICATION OF VOTERS

This Agreement for Verification of Voters (hereinafter “Agreement”) is made and entered into this ___ day of March, 2023 by and between the Sarpy County Election Commissioner, (hereinafter “Election Commissioner”), and the City of Bellevue, Nebraska, (hereinafter “City”); collectively known as the “Parties”.

RECITALS

WHEREAS, the City received a prospective petition on or about August 26, 2022; and

WHEREAS, pursuant to Neb. Rev. Stat. §18-2512, on or about August 30, 2022, the City Clerk verified that the prospective petition was in proper form and authorized the circulation of the petition; and,

WHEREAS, the petitioners filed the signed petitions with the Bellevue City Clerk for verification of the requisite number of signatures on or about February 27, 2023; and

WHEREAS, pursuant to Neb. Rev. Stat. §18-2525 the petition is required to bear signatures equal in number to at least twenty percent of the qualified electors of the City; and,

WHEREAS, pursuant to Nebraska Revised Statute §18-2518 the City and Election Commissioner may enter into an agreement which requires the Election Commissioner to ascertain whether the whether the petition is signed by the requisite number of voters; and

WHEREAS, the City believes that the Election Commissioner has the resources and availability to voter registration information and that the Election Commissioner is in a better position to ascertain whether the petition is signed by the requisite number of voters; and

WHEREAS, the City understands that pursuant to Neb. Rev. Stat. §18-2518 that it shall reimburse the Election Commissioner for any costs incurred; and

NOW, THEREFORE, in consideration of the foregoing, it is mutually agreed by and between the Election Commissioner and City as follows:

1. City Duties. City hereby agrees to fully perform the following duties and obligations:
 - a. Verify that the filed petitions conform with the requirements of Neb. Rev. Stat. §§18-2514 and 32-628, including but not limited to the following:
 - i. The petition shall be a single sheet of paper conforming to the above statutes.
 - ii. Every sheet of a petition which contains signatures shall have upon it, below the signatures, a notarized affidavit.
 - iii. Each sheet of a petition shall have upon its face and in plain view of persons who sign the petition a statement in letters not smaller than sixteen-point type in red print on the petition. If the petition is circulated by a paid

circulator, the statement shall be as follows: This petition is circulated by a paid circulator. If the petition is circulated by a circulator who is not being paid, the statement shall be as follows: This petition is circulated by a volunteer circulator.

- b. City shall not transfer or submit any petitions that do not comply with aforementioned statutes or Section 1.a. to the Election Commissioner for signature verification.
 - c. City shall number each signed petition sequentially and deliver the original signed petitions to the Election Commissioner for signature verification.
 - d. Provide an inventory list and written receipt for the signed petitions transferred to the Election Commissioner.
 - e. Coordinate with the Election Commissioner as needed to share updates on the verification process.
 - f. The petitions will remain the property of the City and upon completion of verification process, City shall keep and store the petitions as required by law.
2. Election Commissioner Duties. Election Commissioner hereby agrees to fully perform the following duties and obligations:
- a. Upon receipt of the signed petitions, the Election Commissioner shall issue a written receipt indicating the number of pages of the petition in her custody.
 - b. Election Commissioner shall verify the signatures on petitions conforming to the requirements set forth in Section 1.a. and ascertain whether the petition is signed by the requisite number of voters.
 - c. Election Commissioner shall not verify signatures on any petition which does not conform the requirements of Section 1.a.
 - d. Maintain facilities and supplies as are necessary or required to deliver the verification and petition services provided for herein.
 - e. Maintain sufficient personnel who are trained to provide the services that are the subject of this Agreement.
 - f. Meet with City for the purpose of information sharing to include any updates on the verification process.
 - g. Keep track of all costs and expenses incurred as a result of this Agreement.
 - h. Upon determination that one hundred percent of the necessary signatures required by the Municipal Initiative and Referendum Act have been obtained, Election Commissioner shall notify the City and shall immediately forward a copy of the petition.
 - i. Return the signed petitions to the City upon completion of the signature verification process.
3. Payment for Services.
- a. City shall reimburse Election Commissioner for all costs incurred by Election Commissioner in performing the services of this Agreement which include, but are not limited to, the compensation of temporary and permanent employees of the

Election Commissioner, the costs of office supplies, copies, and printing and all other expenses incurred as a result of this Agreement.

- b. Election Commissioner will submit an itemized invoice to the City upon completion of the verification process.
 - c. City will pay the invoice from the Election Commissioner within 30 days of receipt of same.
4. Third Party Beneficiary. Except as may be expressly provided or incorporated by reference herein, including, without limitation, the indemnification provision hereof, no provision of this Agreement is intended, nor shall it be interpreted, to provide or create any third party beneficiary right or any other rights of any kind in any individual, person, or entity.
5. Indemnification. The City shall indemnify, defend and hold harmless the Election Commissioner, its officers, boards, commissioners, agents, employees, attorneys, consultants, and independent contractors (collectively “the Indemnified Parties”) from and against any and all third party lawsuits, claims, workers’ compensation actions, actions, liabilities, demands, damages, judgments, settlements, disability, losses, expenses (including reasonable attorney’s fees and disbursements) and costs of any nature that any of the Indemnified Parties may at any time suffer, sustain or incur arising out of, based upon or in any way connected with (a) this Agreement and the Election Commissioner’s actions on behalf of and while providing services for the City per this Agreement, and (b) this Agreement and the actions of the City per this Agreement. The City is not obligated to indemnify the Election Commissioner for any claim arising out of the Election Commissioner’s negligent acts or omissions, including recklessness or willful misconduct.
6. Severability. It is understood and agreed by the Parties hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the Parties shall be constructed and enforced as if the Agreement did not contain that particular part, term, condition, or provision held to be invalid.
7. Entire Agreement. This Agreement contains the entire understanding of the Parties hereto with respect to the transactions contemplated hereby. No representations, warranties, undertakings, or promises whether oral, implied, written, or otherwise have been made by either Party hereto to the other unless expressly stated in this Agreement. Any changes, corrections, or additions to this agreement must be made in a written amendment to this agreement and such amendment must be signed by both parties or their legal representatives.
8. Governing Law. This Agreement shall be governed in all respects by the laws of the State of Nebraska and the venue for any litigation with respect hereto shall be in the courts of Sarpy County, Nebraska.

9. Independent Contractor. It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that either Party or their personnel, employees, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries, and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, worker's compensation, unemployment compensation, group insurance coverage, collective bargaining agreements, or any other such similar matters.

10. New Employee Work Eligibility Status. The Parties agree to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Parties are required and hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

11. Termination. This Agreement shall automatically terminate when the obligations of each Party under this Agreement have been completed or as otherwise agreed to in writing by the Parties.

12. Incorporation of Recitals. The Recitals set out above are hereby incorporated within and part of this Agreement.

[Remainder of page intentionally left blank.]

[Signature pages immediately follow.]

IN WITNESS WHEREOF, we, the contracting Parties, by our respective duly authorized agents, hereby enter into the Agreement, effective on the day and year affixed hereon, with the signatures below.

Executed by the City of Bellevue, Nebraska this ___ day of March, 2023.

CITY OF BELLEVUE, NEBRASKA

Mayor

ATTEST:

City Clerk

Executed by the Sarpy County, Nebraska Election Commissioner this __ day of March, 2023.

ELECTION COMMISSIONER,
SARPY COUNTY, NEBRASKA

Emily Ethington, Sarpy County
Election Commissioner

March 7, 2023

Administration

- Attended Grow Sarpy annual meeting.
- BPOA retirement meeting for plan review.
- Weekly meeting for NC3 project.
- United City meeting.
- Legislative update with Joe Kohout.
- Interviews for City Attorney.
- Meeting with County Commissioners Don Kelly and Angie Burmeister – change in leadership.
- Meeting with developer for site selection on Hwy 34.
- Meeting with Commissioner Burmeister and Dan Hoines to review Sarpy / Bellevue needs.
- Marketing meeting with Heartland Marketing.
- BOH meeting.
- Attended dinner meeting with Burlington Capital, Congressional team and NC3 participants.
- Attended 2023 League Conference.

Finance

(See Attached)

Public Works

Engineering

- a. Prioritizing Street Projects for 2023
- b. Training New Engineer 1 Employee
- c. Preparing for Bidding of Project in 2023
- d. Working on Mission Street Scape
- e. Working with Lamp Rynearson on Bellevue Parks Study
- f. Monitoring Traffic on South 36th

Facilities

- a. Preparing for opening of recreational facilities
- b. Managing all repairs and improvements to all City buildings and facilities
- c. Assisting with Library Renovation Plans
- d. Working on Updates for the Bellevue Professional Building
- e. Preparing to Install water fountain at the Culver's Trailhead

Fleet Services

- a. Maintaining Equipment for Parks, Streets, Wastewater and Facilities Maintenance
- b. Keeping Equipment Operational for Winter
- c. Managing Public Works uniform Inventory
- d. Assisting Fire Dept. with repairs to two fire engines
- e. Beginning up fitting police vehicles

Parks

- a. Preparing for spring and summer use of Parks, Trails and Recreational Facilities
- b. Working with Bellevue University on Haworth Park
- c. Participating in Lamp Rynearson System Wide Parks Study
- d. Managing Winter Recreations Programs/Preparing for Spring and Summer Rec Programs

Streets

- a. City Wide Street Snow Removal/Evaluating Streets for Repairs after winter
- b. Working on Storm Water Drainage Issues in the City (Jacobson Engineering)
- c. Assisting with Evaluation of Where Fiber should be in the city
- d. Monitoring Traffic on 36th Street

Wastewater

- a. Finalizing details with Sarpy County Wastewater on System Development
- b. Training new Employees for the Department
- c. Assisting in Cost Estimate for Wastewater Services in AHP, Haworth Park and the Bellevue University and City of Bellevue Softball Fields
- d. Finalizing growth areas with Sarpy County Wastewater Agency
- e. Establishing Two Separate Wastewater Districts due to the Connection Fees Associated with the South Sarpy Wastewater Agency Connection Fee Structure

Public Works

- a. Reviewing Federal Requirements to receive Grants for Infrastructure Projects (Continues)
- b. Working with HDR on the development of AHP & Haworth Park with Bellevue University (Continues)
- c. Working with Interested Parties in Design of Memorials in AHP 911 Memorial Area
- d. Submitted Grant for \$5.2 million for tree removal and planting included in the request is \$200,000 for Banner Park Honor and Remember Forest for those who have lost their Lives in the Service of Our Country

CITY OF BELLEVUE
ADMINISTRATION REPORT

Planning

Met with Cardinal Commons regarding a pre-app
Conducted a Citizen Complete Streets Advisory Panel meeting
Met with Sarpy County regarding various road projects
Met with a multi family developer for a pre- app
Attended League of Nebraska Municipalities Winter Conference

Permits and Inspections

Performed 566 Inspections
Issued 13 new permits for single family dwellings

Code Enforcement

Notices Issued -200
Red Tags –35
Clean ups – 1
Calls – 1,090
Towed Vehicles –13
Tree Removals – 0

Communications

Updating website for Spring events and activities
Held Preliminary meetings for 2023 Annual Report issued in April
Staci Nelson worked with AVI on a system check for the A/V Equipment at 1500 Wall St
Working with the Bellevue Community Foundation on plans for 2023 Bellevue Rocks

Library (See Attached)

Fire (See Attached)



City of Bellevue Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Bellevue Fire Department Council Report

Report Date 2/28/2022

A. General Items:

- QA/QI
- Completed interviews for entry level firefighters.
- We will be going to all the schools to observe and evaluate their fire alarm procedures.
- Starting planning for Bellevue Rocks.
- Working with Bellevue Medical Center to allow our paramedics into the hospital to practice skills.

B. Training:

- Hands on OB scenarios.
- Run reviews with Dr. Lord and Dr. Ernest
- Hands on splinting
- Multi story firefighting procedures review

C. Inspections:

- Fire sprinkler plan review remodel ENT 3802 Rayner Parkway.
- Fire alarm plan review, new fire alarm system Fontenelle Nature center 1111 Bellevue Blvd N.
- Fire alarm plan review Papillon Sanitation 13504-13508 Fork Crook Rd.
- Plan review remodel Mega Saver 12701 S. 28 Ave.
- Final building inspection 2364 Betty Court Deer Creek Apts.
- Fire alarm acceptance test Beardmore Hyundai 1203 Fort crook Rd.
- Final building inspection Beardmore Hyundai 1203 Fort crook Rd.
- Plan review remodel St. Mary's Church 2302 Crawford St.
- Plan review 902 Hackberry Court.
- Plan review 555 Cornhusker Rd. Ste 203 Sakai Sushi.
- Final building inspection 2375 McCorkindale.
- Fire suppression hood acceptance test St. Matthews 12330 So. 36th St.
- Fire alarm acceptance test St. Matthews 12330 So. 36th St.



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

- Fire alarm plan review Petco 10511 S. 15th St.
- Fire sprinkler plan review remodel Target 3808 Twin Creek Dr.
- Final building inspection 1116 Grenoble Dr

D. Calls: Jan 30th thru Feb 27th

Fire – 107

Rescue - 352

E. Ambulance Billing

January 1-31, 2023

\$ 473,180.20 was billed to insurance companies (537 insurance claims)
<\$ 212,931.09> approximate amount we will have to write off due to mandatory
adjustments/write-offs
(45% of \$473,180.20)

=====

\$ 260,249.11 is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:

\$150,436.82 deposited into the bank January 1-31, 2023

7,986.72 additional revenue in Credit/Debit card payments were received January 1-31, 2023.

\$158,423.54 TOTAL January 1-31, 2023 rescue fee revenue

Statement Billing:

376 statements were mailed to patients for unpaid account balances

These statements totaled \$ 237,173.73

This is money owed the City from patients who have balances on their accounts after their insurance has paid **OR** patients who are self-pay.



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

F. Manpower Report Staffing

Staffing Report from 1/30/2023 through 2/5/2023

Monday	AM	E1	3 person	
Monday	PM	E1, T21	3 person	
Tuesday	AM	E1, E41	3 person, T31 closed	
Tuesday	PM	T21	3 person	
Wednesday	AM	E1	3 person	
Wednesday	PM	T31	3 person	
Thursday	AM	Full		
Thursday	PM	Full		
Friday	AM	E1, T21, T31, & E41	3 person	
Friday	PM	T21	3 person	
Saturday	AM	E1, T31	3 person	
Saturday	PM	E1, T31	3 person	
Sunday	AM	T21, T31, & E41	3 person	No Batt. 2
Sunday	PM	Full		

Staffing Report from 2/6/2023 through 2/12/2023

Monday	AM	E1, T31, & E41	3 person	
Monday	PM	E1, E41	3 person	
Tuesday	AM	E1, T31	3 person	
Tuesday	PM	E1, T21	3 person	
Wednesday	AM	T21	3 person	
Wednesday	PM	Full		
Thursday	AM	E1, T21, E41	3 person, T31 closed	
Thursday	PM	Full		
Friday	AM	E1	3 person	
Friday	PM	E1, T31	3 person	No Batt. 2
Saturday	AM	E1, T21, T31, & E41	3 person	No Batt. 2
Saturday	PM	E1, T21, T31	3 person	No Batt. 2
Sunday	AM	E41	3 person, T21 Closed	No Batt. 2
Sunday	PM	E1, T31, E41	3 person, T21 Closed	No Batt. 2



City of Bellevue Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Staffing Report from 2/13/2023 through 2/19/2023

Monday	AM	E1, T21, T31, & E41	3 person	No Batt. 2
Monday	PM	E1, T31, & E41	3 person	
Tuesday	AM	E1, T21	3 person, E41 Closed	
Tuesday	PM	E1, T21	3 person, E41 Closed	
Wednesday	AM	T21 & E41	3 person	
Wednesday	PM	T21 & E41	3 person	
Thursday	AM	T21 & E41	3 person, E1 Closed	
Thursday	PM	T21 & E41	3 person, E1 Closed	
Friday	AM	E41	3 person	
Friday	PM	E1, T31 & E41	3 person	
Saturday	AM	E1 & T31	3 person, T21 Closed	No Batt. 2
Saturday	PM	T21 & E41	Closed	No Batt. 2
Sunday	AM	E1 & E41	3 person	
Sunday	PM	Full		

Staffing Report from 2/20/2023 through 2/26/2023

Monday	AM	T31, & E41	3 person	
Monday	PM	T31	3 person	
Tuesday	AM	Full		
Tuesday	PM	E1	3 person	
Wednesday	AM	E41	3 person	
Wednesday	PM	Full		
Thursday	AM	E1, T21, T31, & E41	3 person	
Thursday	PM	T31	3 person	
Friday	AM	E1, T21, T31, & E41	3 person	
Friday	PM	E1, T21, T31, & E41	3 person	
Saturday	AM	E1, E41	3 person, T31 Closed	No Batt. 2
Saturday	PM	E1, E41	3 person, T31 Closed	No Batt. 2
Sunday	AM	E1, T21, T31, & E41	3 person	No Batt. 2
Sunday	PM	E1, T21, T31, & E41	3 person	



FY2021-2022 by the Numbers

Below is a snapshot of some of the annual data for the Bellevue Public Library.



163,309
physical
items in the
collection



298,319
physical
items
borrowed



74,151
digital
items
downloaded



10,802
reference
questions
answered



5,561
computer
sessions
(20,493 WiFi)

32,563
card holders



119,280
library visits

2,493
new library
cards

(687 Nonresident
Military)

149,185
website
visits

3,020
volunteer
hours
(Avg. 58/week)



847

programs all ages

25,900

attendees

(in-person onsite & offsite + virtual)



Highlights:

- Makerspace growth (new embroidery machine)
- Public computers moved to floor; printing enhanced
- Added tablet checkout station

- Distributed free at-home Covid test kits
- Henry Doorly Zoo & Aquarium passes
- Five Notary Publics (416 requests)
- Partnered with Bellevue Together for Back-to-School school supply campaign



BELLEVUE POLICE DEPARTMENT

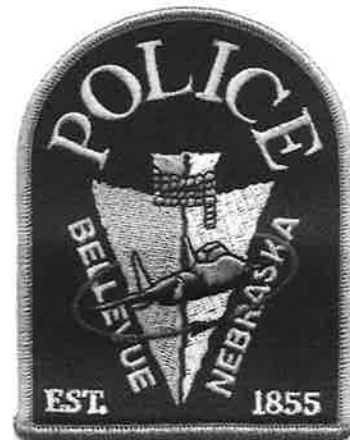
MEMORANDUM

TO: Mr. Ristow

FROM: Ken Clary

SUBJECT: November Directors Report

DATE: February 28, 2023



- 2/02 – National Policing Institute meeting
 - PCAN legislative meeting
 - Sarpy Co. Chief's meeting
- 2/03 – PCAN / NSA / POAN meeting
- 2/06 – PCAN / NSA / POAN meeting
- 2/07 – Board of Equalization
 - City Council meeting
- 2/09 – PCAN legislative meeting
- 2/13 – Agenda meeting
 - LB 5 testimony
- 2/16 – PCAN legislative meeting
- 2/17 – Police Strategies & Operations meeting (NPI)
- 2/21 – City Council meeting
- 2/23 – PCAN legislative meeting