

## Bellevue City Council Meeting

Tuesday, April 4, 2023 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Father Tom Jones, Church of the Holy Spirit, 1305 Thomas Drive.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
  - a. Approval of the Agenda
  - b. Approval of the Consent Agenda **(Items marked with an (\*) are approved where this item is, unless otherwise removed)**
    1. (\*) Acknowledge receipt of the March 16, 2023 Board of Health Minutes.
    2. (\*) Approval of the March 21, 2023 City Council Minutes.
    3. (\*) Acknowledge receipt of the March 23, 2023 Planning Commission Minutes.
6. (\*) APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS:
  - a. Proclamation for Bellevue West Boys Class "A" State Basketball Champions.
8. ORGANIZATIONAL MATTERS: NONE
9. APPROVED CITIZEN COMMUNICATION: NONE RECEIVED
10. LIQUOR LICENSES:
  - a. Recommend to the Nebraska Liquor Control Commission (NLCC) the approval of the application for Lynn G. Trimpey as the new Manager for Industrial Social Hall Inc. dba "Knights Event Center" at 1020 Lincoln Road, Bellevue. (City Clerk)
11. ORDINANCES FOR ADOPTION (3rd reading): NONE
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
  - a. Ordinance No. 4117: An ordinance to update the compensation ordinance for seasonal employees. (HR Director)
  - b. Ordinance No. 4118: Request to vacate the plat of Lots 1 and 2, Heer and Theer Addition. Applicants: 1st City Development, LLC, John Jungers, and The David and Ruth Heer Revocable Trust. General Location: 2304 Lincoln Road. (Planning Manager) **(Staff requests to waive the third reading after the public hearing and vote at tonight's meeting)**
13. ORDINANCES FOR INTRODUCTION (1st reading):
  - a. Ordinance No. 4119: Request to rezone Lot 143, Nob Hill, from BG to RS-84 for the purpose of an existing single family residence. Applicant: Chris Lake Properties, LLC. General location: 608 Nob Hill Terrace. (Planning Manager)
  - b. Ordinance No. 4120: Request to rezone Lot 1D, Pleasant Hill or Martin's Subdivision, from RS-72 to BG for the purpose of a daycare center. Applicant: Twins Daycare, LLC. General location: 7952 S. 25th Street. (Planning Manager)
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE
15. RESOLUTIONS:
  - a. Resolution No. 2023-08: A resolution approving the expenditures of Sanitary and Improvement District (SID) No. 243, Clearwater Falls, for park improvements, in the amount of \$380,983.05. (Planning Manager)
  - b. Resolution No. 2023-03: Condemning the structure(s) at 1607 Franklin Street, Bellevue, NE 68005. (Chief Building Inspector)

c. Resolution No. 2023-09: Authorize the City of Bellevue's participation in the national opioid settlements with Teva, Allergan, CVS, Walgreens, and Walmart. (Legal Department/Administration)

16. CURRENT BUSINESS:

a. Update from Mike Christensen, Chief Building Inspector, on the progress of bringing the dwelling(s) at 1611 Franklin Street back into habitable code compliance. (Chief Building Inspector)

b. Approve and authorize the Mayor to sign the Agreement with Commonwealth Electric Company for 36th Street and Blaine Avenue Traffic Signal and ADA modifications, in an amount not to exceed \$139,594.26, plus a 10% contingency of \$13,959.00, for a total project cost of \$153,553.26. (Public Works Director)

c. Approve and authorize the Mayor to sign the agreement with Earnest Construction Group Inc. for the 2023 Concrete Projects, in an amount not to exceed \$622,898.25, plus a 10% contingency of \$62,289.93, for the total project cost of \$685,188.08. (Public Works Director)

d. Approve and authorize the Mayor to sign the Community Development Block Grant (CDBG) Subrecipient Agreement with Lift Up Sarpy for the Bellevue Community Assistance Program, in an amount not to exceed \$72,500.00. (Finance Director/CDBG Program Specialist)

e. Approve and authorize the Mayor to sign a Settlement Agreement with Sarpy County and Sarpy County Treasurer to settle, resolve, and dispose of issues related to the PILOT Litigation, in an amount not to exceed \$507,741.69. (Administration/Legal Department)

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

18. CLOSED SESSION:

19. ADJOURNMENT

# MINUTE RECORD

## ***Bellevue Board of Health, March 16, 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 4:00 p.m. on the 16<sup>th</sup> day of March, 2023. Board Members Mayor Hike, 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 Annie Mathews, Assistant City Attorney.

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.

### **Open Meetings Act**

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

### **Approval of the February 15, 2023 Board of Health Minutes**

**Motion** was made by Yonkers, seconded by Akerson, to approve the February 15, 2023 Board of Health Minutes. Roll call vote on the motion was as follows: Hike, Clary, Cook, Yonkers, and Akerson voted yes; voting no: none; absent: none. Motion carried.

### **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 Mr. Dylan Nunez and Ms. Jairden Call's by the City Clerk prior to today's hearing.

Mayor Hike requested Mr. Nunez to come forward to address the Board regarding the requirements. Not seeing him present Mayor Hike stated the Board can discuss the case. Chief Clary stated reviewing the packet, it appeared what was being appealed is the location of the attack. What is known, as fact, is the attack did take place so without further testimony on reports in question he would take the action as stated. Mayor Hike stated he heard the applicant of the appeal has arrived so we will wait and give him a chance to plea the case for Markos.

Mr. Dylan Nunez and Ms. Jairden Call, 7629 South 40<sup>th</sup> Street, were present to plea the case of their dog "Markos" on the citation of a Potentially Dangerous Dog. Ms. Call stated they do not feel Markos is a dangerous dog because up until this incident Markos has been nice to anyone he has been introduced to. She also said they have a young child and would not want a dangerous dog around their children either. Mr. Nunez said Markos has played with other dogs in the neighborhood. Mr. Nunez stated no one documented what was done at his house or on the injury of the nose of his dog. Mayor Hike stated the Board of Health have a lot of evidence that was presented that they look at and read through. He stated the board is there to make sure ordinances and statutes are enforced and is going to open it for further questions.

Chief of Police Clary asked if they had any evidence they want considered. Ms. Call stated it was already presented and is part of the package. There was further discussion on the photos in the package. Mayor Hike confirmed Mr. Nunez and Ms. Call are claiming they let Markos out and the other dogs came into their yard which is where the altercation happened. They stated there were pictures of the fence showing it was bent inward toward their yard. Chief Clary stated he doesn't see evidence that a dog has gone under this fence. Clary asked for clarification of the color of their dog as they are reviewing photos in the packet.

Mayor Hike asked if their yard was fenced, and Ms. Call stated it was. Looking at the fence that was bent in toward their yard, Clary said it doesn't appear a dog went under their fence because there was no disturbance in the snow. Mr. Nunez stated if someone looked at the fence the day it happened, we would be able to see the line of the fence pushed in.

Dr. Yonkers asked which side of the fence is their yard. Ms. Call stated it was the left side.

Council President Cook stated there is another house between the two parties involved. He stated he agrees with Chief Clary because he doesn't see evidence where a dog went under their fence and there would have been evidence of it.

Chief Clary asked if there was any blood evidence in their yard. Ms. Call asked the board to look at certain pictures that had been presented which she felt appeared to be blood droplets on the ground. Chief Clary stated he didn't see it.

Steve Glandt, Vice-President of Field Operations for the NE Humane Society, 8929 Fort Street, Omaha, Nebraska, was present to give a summary of the events of that day. The Humane Society was called for a dog attack on December 25, 2022. On December 27, 2022, animal control officers were able to visit with victims and she stated Markos was in her yard. She stated Markos attacked her dog resulting injuries to both her dogs and her. He stated she had visible dog bites on her hand as well as the dogs. Mr. Glandt stated he finds it hard to believe it happened in Mr. Nunez's yard based on the fact the blood was located in the victims yard as well as a lot of disturbance in the snow that represented a scuffle, in his

opinion. Mr. Glandt stated they did have an officer there to speak to Mr. Nunez and Ms. Call because they told her they were upset they didn't get to tell their side of the story. He asked the Board to deny this appeal based on the fact there is evidence. Further questions and discussion ensued.

Cook stated with the pictures the pictures and the evidence presented today, he feels it is clear with a reasonable doubt the incident occurred in the yard of the victim.

**Motion** was made by Clary, seconded by Cook, to affirm the decision of Nebraska Humane Society declaring Markos as a Potentially Dangerous Dogs. Roll call vote on the motion was as follows: Hike, Clary, Cook, Yonkers, and Akerson voted yes; voting no: none; absent: none. Motion carried.

Mayor Hike stated the Board of Health has voted to affirm the decision of the Nebraska Humane Society declaring Markos as a potentially dangerous dog. You are required to comply with City Code 6-18, a copy of the same was mailed to you with the agenda. He asked Mr. Nunez and Ms. Call if they had a copy in order to follow all the requirements outlined. Mr. Nunez stated he did. Hike then stated if they fail to comply with any of these sections within time limits specified, the Animal Control Authority will initiate administrative proceedings under sub-section (i) to declare them a reckless owner. He asked if they understood that. Mr. Nunez replied he did.

**ADJOURNMENT**

There being no further business to come before the Board at this time, on motion by Cook, seconded by Hike, at 4:40 p.m., the meeting was adjourned.

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Susan Kluthe  
City Clerk

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Rusty Hike  
Mayor, Board of Health

# MINUTE RECORD

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4/4/2023

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

Also present were City Administrator Jim Ristow and City Attorney Aimee Bataillon, and Assistant City Attorney Annie Mathews.

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

## **PLEDGE OF ALLEGIANCE AND INVOCATION**

Mayor Hike led the Pledge of Allegiance. Pastor Paul Gardner, First City Church, 1908 Lloyd Street, gave the invocation.

## **OPEN MEETINGS ACT**

Mayor Hike announced a copy of the Open Meetings Act is posted on rear wall of 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 Welch, to amend the agenda by moving 15(a) to right after Item 9 and move Item 15(b) right after Item 16(c) and change 15(b) to read as "Amendments to City Council Policy Resolutions."

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

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

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

**Motion** was made by Preister, seconded by Burns, to approve the consent agenda consisting of the following items: Approval of the March 7, 2023 City Council Minutes; Acknowledge receipt of the February 14, 2023 Tree Board Minutes; and approve and authorize the Mayor to sign the Application Authorization Forms for CDBG-DR Funding.

Burns requested to pull the Claims from consent. Mayor Hike stated the Claims have been pulled.

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

## **APPROVAL OF THE CLAIMS:**

**Motion** was made by Burns, seconded by Preister, to approve the claims.

Burns asked Administrator Jim Ristow for clarification on the Greater Bellevue Area Chamber of Commerce for the Economic Development Contract – 1<sup>st</sup> Quarter for \$3000. Mr. Ristow stated we have had an agreement with the Chamber for several years on the Economic Development Contract. That agreement has always been in place but was paused due to the Chamber not living up to the agreement and not doing what was required. With the new Interim Director taking a new initiative and following what was originally in the agreement, the City has reinstated their payments. He informed Burns he could send him a copy of this contract. Ms. Diane Bruce Interim Director, who is a long-term business owner agrees Bellevue should have its own Chamber and is working to make the Bellevue Chamber stay and not lose 60 years of tradition and history. Further discussion ensued.

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

## **SPECIAL PRESENTATIONS: NONE**

## **ORGANIZATIONAL MATTERS: NONE**

## **APPROVED CITIZEN COMMUNICATION: NONE**

**Resolution No. 2023-05: Designating the annual Ride of Silence as a special event and authorizing the Mayor to sign. (Public Hearing required)**

# MINUTE RECORD

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

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

Mr. Michael McGee, 3027 S. 49<sup>th</sup> Avenue, Omaha, Vice-President of the Bellevue Bicycle Club. He stated the Ride of Silence is entering its 21<sup>st</sup> year. It is an international event held on the third Wednesday of May each year. The event is to honor anyone killed or injured in a bicycle/automobile accident and to raise awareness.

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 Welch, seconded by Burns, to approve Resolution No. 2023-05: Designating the annual Ride of Silence as a special event and authorizing the Mayor to sign. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

## **LIQUOR LICENSES:**

**Recommend to the Nebraska Liquor Control Commission (NLCC) the approval of the application for Bryan With A Y Industries LLC dba "The Liquor Cabinet" for a Class "D" Liquor License to sell, beer, wine, and distilled spirits, Off Sale Only, at 1007 Galvin Road South, Bellevue, NE 68005 and Bryan D. Zabawa as Manager.**

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

The applicant, Bryan D. Zabawa, was present to answer any questions.

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

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

**Motion** was made by Burns, seconded by Welch, to recommend to the Nebraska Liquor Control Commission (NLCC) the approval of the application for Bryan With A Y Industries LLC dba "The Liquor Cabinet" for a Class "D" Liquor License to sell, beer, wine, and distilled spirits, Off Sale Only, at 1007 Galvin Road South, Bellevue, NE 68005, and Bryan D. Zabawa as Manager. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Recommend to the Nebraska Liquor Control Commission (NLCC) the approval of the application for an Outdoor Patio Extension to the current Liquor License for Moran's Grill LLC dba "Moran's Grill" at 3909 Twin Creek Drive #105, Bellevue, NE 68123.**

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

The applicant, Andrea Moran, 3909 Twin Creek Drive, 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 Cook, seconded by Burns, to recommend to the Nebraska Liquor Control Commission (NLCC) the approval of the application for an Outdoor Patio Extension to the current Liquor License for Moran's Grill LLC dba "Moran's Grill" at 3909 Twin Creek Drive #105, Bellevue, NE 68123. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Recommend to the Nebraska Liquor Control Commission (NLCC) the approval of the application for Anthony M. Pleiss as the new Manager for Walmart Inc. dba "Walmart #2847" at 10504 S. 15th Street, Bellevue, NE 68136.**

Mayor Hike opened the meeting for a public hearing to give the opportunity for individuals to speak in favor of or in opposition to the application. No one in the audience came forth to speak in support of or in opposition to the application. Mayor Hike declared the public hearing closed.

**Motion** was made by Casey, seconded by Welch, to recommend to the Nebraska Liquor Control Commission (NLCC) the approval of the application for Anthony M. Pleiss as the new Manager for Walmart Inc. dba "Walmart #2847" at 10504 S. 15th Street, Bellevue, NE 68136. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

# MINUTE RECORD

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

**ORDINANCES FOR ADOPTION: (Third Reading): NONE**

**ORDINANCES FOR PUBLIC HEARING: (Second Reading) NONE**

**ORDINANCES FOR INTRODUCTION (First Reading):**

**Ordinance No. 4117: An ordinance to update the compensation ordinance for seasonal employees.**

Ordinance No. 4117: An ordinance of the City of Bellevue, Nebraska, classifying the employees of the city; fixing the ranges of compensation of such employees; providing a pay range schedule; providing for publication in pamphlet form; repealing Ordinance No. 4114; and providing for an effective date was read for the first time. Mayor Hike stated the second reading and public hearing on the ordinance will be heard at the Council Meeting on April 4, 2023.

**Ordinance No. 4118: Request to vacate the plat of Lots 1 and 2, Heer and Theer Addition. Applicants: 1st City Development, LLC, John Jungers, and The David and Ruth Heer Revocable Trust. General Location: 2304 Lincoln Road.**

Ordinance No. 4118: An ordinance to vacate the plat of Lots 1 and 2, Heer and Theer Addition located at or about 2304 Lincoln Road, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the first time. Mayor Hike stated the second reading and public hearing on the ordinance will be heard at the Council Meeting on April 4, 2023.

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

**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.**

Ms. Annie Mathews, Interim City Attorney, stated the public hearing had been closed at the February 21st meeting and a motion was made to lay over the item till March 21st meeting. For the applicant to speak, a public hearing would have to be held. She stated technically the only ones who can speak are staff unless there is a public hearing.

**Motion** was made by Preister, seconded by Casey to open Item #14(a) for public hearing on the request for a conditional use permit for Lot 1, First Presbyterian Church of Bellevue, for the purpose of a 165' monopole tower. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Mayor Hike opened the meeting to a public hearing 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.

Preister thanked applicant for being there and asked for an update on the status of other options or what could be done as an alternative.

Mr. Steve Ward, 15 Park Place, Swansea, Illinois, representing AT & T Mobility and their application for this communication facility at the First Presbyterian Church. Mr. Ward stated there were a few requests he will touch on. First, is on the effect the tower would have on property values and he stated an appraisal study had been done on a similar market which shows there really is no effect on property values. Secondly, had to do with screening of the tower and he stated he explained it could be done but at this height it would be out of scale. Mr. Ward stated you could put a panel around the antennas. The third request was to see if there were other sites that would be an option. He stated they looked at several sites, but this is still the best site. Mr. Ward stated he did bring an AT&T engineer along to answer questions per the Council's request at the meeting on February 21st. Further discussion ensued on the required height and the search ring needed to meet what is required for the tower. Mr. Bob Watson, 712 N. Aberdeen Drive, Papillion, who is an engineer on the project. The search ring is the area they want the tower to cover. He stated he was given various sites to look at and this was the best site for what they are intending to accomplish. Mr. Watson also stated it isn't the only solution, but the best solution.

Further questions and discussion ensued between the applicant and the City Council.

Mr. Jeff Nazeck, 1410 Franklin Street, stated he is the future owner of property east of the anticipated tower being discussed. He said he preferred not to see 165' tower built. Mr. Nazeck said he is curious to know if this tower is built how many more will follow. He also stated he would like to know statistically what the (6) sites were and what the radio frequency is for each site.

Mr. Pat Leonard, 1106 Bellevue Blvd., questioned if Bellevue East is a main targeted area why is 165' tower needed when it is located that close.

Mr. Mike Christensen, 1105 Bellevue Blvd. South, presented some photos to give a visual on what the tower would look like. He stated he doesn't think this site is suitable for a tower of this size due to being filled up with random rubble in the past.

# MINUTE RECORD

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

Mr. William Ford, 1300 Lord Blvd., stated he understands this is the best choice for the applicant but for Bellevue there is a choice. He feels what is lacking is extensive due diligence and feels they need to look at more sites. He hopes the City Council holds off on deciding.

Mr. Ward stated the goal is to provide coverage for many citizens and not just one location. Was the site on Little Johns Road looked at for the tower? Mr. Ward said they reached out with a couple of questions on the site but were told it wouldn't be possible to use existing towers. Mayor asked if a new tower could be built. He said they would have to look at Little Johns Road to the north, they hadn't been asked to look at that. Mayor Hike asked if the proposed site is full of rubble would the site work. Mr. Ward stated that is something they will look at and if it is a problem, they wouldn't be building there.

Casey asked about the status of FAA approval. Mr. Ward stated they are waiting for it, and it is still in review. He stated it is an extensive review and can take up to 6 months.

Welch asked if the Little John Road site is a possibility, what would that process look like to have it reviewed? Mr. Ward stated they would put a package together for engineers and make sure the city is okay with the site. Further discussion ensued.

Casey stated the Council has already discussed some of his concerns such as setbacks and coverage issues but also wants to discuss a few other concerns. He stated to approve a Conditional Use Permit this body must look at and determine whether it is injurious to use and enjoyment of other properties in the area which he feels would be injurious to the enjoyment of the properties, because it is an absolute monstrosity. Another concern is that it would diminish the value of homes in the areas. He also stated that the conditional use permit should not impede the normalcy and development of the surrounding area. Finally in Bellevue we are experiencing some new development in downtown Bellevue now and hopefully in the future. With a 165' tower around 1000 ft. from the area and sitting at one of the two entrances to the downtown area would be detrimental to the normalcy and development of the area.

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.

There was discussion on how to proceed with the application. Ms. Annie Mathews, Asst. City Clerk, commented that the Council could ask for other options to be explored in response to a denial which the applicant could challenge in another court or they could bring back a new alternative. She advised if more options are what the council is wanting her recommendation would be a continuance instead of just a denial. Ms. Mathews also stated if the intent of any Council person is to vote against the tower and because certain Federal Law is at play, appropriate record needs to be made. For this reason, she would recommend a reason for voting against this be expressly stated and on record for why you are voting against. Ms. Tammi Palm, Planning Manager, stated after briefly speaking to applicants they would prefer a continuance and if the Council wants to continue by looking at specific locations, those locations should be addressed as part of the motion. Further discussion ensued.

**Motion** was made by Casey, seconded by Welch to delay this item until April 18, 2023 for applicant to come back with detailed information on the locations the Council asks them to look at and to offer additional locations if those are not acceptable.

Roll call vote to approve delaying this item until the April 18, 2023 meeting with directives was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Recommendation to approve Event Application for Ron Roen to host a National Flag Day/Army Birthday Event on Sunday, June 11, 2023 from 12:00 p.m. - 4:00 p.m., at Washington Park and American Heroes Park and to waive the \$50 event fee.**

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

Mr. Ron Roen, 13309 S. 26th Avenue, was present to answer questions. He also introduced Ms. Robbin Alex, 12719 S. 81st Ave, Papillion, who is a fellow retired commander who hopes to support the community. He stated the event is limited to Washington Park. Ms. Alex stated this event is to support all branches. Mr. Roen informed the Council what activities will be occurring during the event. Mr. Ristow asked Mr. Roen for an updated outline so he is aware of the resources from the city he needs. Cook asked for Mr. Roen to send an updated list of what activities are still planned after amendments to the event. Mr. Roen stated he would get that to Mr. Ristow.

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

**Motion** was made by Cook, seconded by Welch to recommend approval of the Event Application for Ron Roen to host a National Flag Day/Army Birthday Event on Sunday, June 11, 2023 from 12:00 p.m. - 4:00 p.m., at Washington Park only, to send an updated list of activities to Mr. Ristow and to waive the \$50 event fee and insurance.

# MINUTE RECORD

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

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

**Recommend approval of application from Bellevue Community Foundation for the Bellevue Rocks Riverfront Festival on Thursday, June 8, 2023 from 4:00 p.m. to 1:00 a.m. on Friday; Friday, June 9, 2023 from 4:00 p.m. to 1:00 a.m. on Saturday; Saturday, June 10, 2023 from 4:00 p.m. to 1:00 a.m. on Sunday; and Sunday, June 11, 2023 from 12:00 p.m. to 5:00 p.m. at American Heroes Park, Bellevue.**

Mayor Hike opened the meeting for a public hearing to give the opportunity for individuals to speak in favor of or in opposition to the application. No one in the audience came forth to speak in support of or in opposition to the application. Mayor Hike declared the public hearing closed.

**Motion** was made by Welch, seconded by McCaw to recommend approval of application from Bellevue Community Foundation for the Bellevue Rocks Riverfront Festival on Thursday, June 8, 2023 from 4:00 p.m. to 1:00 a.m. on Friday; Friday, June 9, 2023 from 4:00 p.m. to 1:00 a.m. on Saturday; Saturday, June 10, 2023 from 4:00 p.m. to 1:00 a.m. on Sunday; and Sunday, June 11, 2023 from 12:00 p.m. to 5:00 p.m. at American Heroes Park, Bellevue. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Recommend to Nebraska Liquor Control Commission approval of a Special Designated Liquor License (SDL) for the Bellevue Community Foundation to set up a beer garden at the Bellevue Rocks Riverfront Festival on Thursday, June 8, 2023 from 4:00 p.m. to 1:00 a.m. on Friday, June 9, 2023; Friday, June 9, 2023 from 4:00 p.m. to 1:00 a.m. on Saturday, June 10, 2023; Saturday, June 10, 2023 from 4:00 p.m. to 1:00 a.m. on Sunday, June 11, 2023 and on Sunday, June 11, 2023 from 12:00 p.m. to 5:00 p.m. at American Heroes Park.**

Mayor Hike opened the meeting for a public hearing to give the opportunity for individuals to speak in favor of or in opposition to the application. No one else in the audience came forth to speak in support of or in opposition to the application. Mayor Hike declared the public hearing closed.

**Motion** was made by Welch, seconded by McCaw to recommend to Nebraska Liquor Control Commission approval of a Special Designated Liquor License (SDL) for the Bellevue Community Foundation to set up a beer garden at the Bellevue Rocks Riverfront Festival on Thursday, June 8, 2023 from 4:00 p.m. to 1:00 a.m. on Friday, June 9, 2023; Friday, June 9, 2023 from 4:00 p.m. to 1:00 a.m. on Saturday, June 10, 2023; Saturday, June 10, 2023 from 4:00 p.m. to 1:00 a.m. on Sunday, June 11, 2023 and on Sunday, June 11, 2023 from 12:00 p.m. to 5:00 p.m. at American Heroes Park. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

## **RESOLUTIONS: Items Moved – Amendment to Agenda**

### **CURRENT BUSINESS:**

**Approve and authorize the Mayor to sign the proposal from Felsburg Holt & Ullevig to update the Bellevue 36th Street Benefit/Cost Analysis from Cornhusker Road to NE Hwy 370, in an amount not to exceed \$28,260.00.**

**Motion** was made by Casey, seconded by Burns, to approve and authorize the Mayor to sign the proposal from Felsburg Holt & Ullevig to update the Bellevue 36th Street Benefit/Cost Analysis from Cornhusker Road to NE Hwy 370, in an amount not to exceed \$28,260.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Recommendation that the City Parks Advisory Board be abolished.**

**Motion** was made by Cook, seconded by Burns, to recommend that the City Parks Advisory Board be abolished.

Burns stated he wanted to thank the Advisory Board Members, Staff Members, Council Members and Administration for their hard work and support in working on a plan for improvements for the parks. He feels the City Parks Advisory Board probably didn't accomplish what they set out to do; however, he also thinks the biggest positive of the Board created a lot of awareness and discussion. Burns said there will be a Park Master Plan coming before Council which is from everyone working together. Further discussion ensued.

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

### **Amendments to City Council Policy Resolutions.**

**Motion** was made by Cook, seconded by Welch to approve the amendments to the City Council Policy Resolutions. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

# MINUTE RECORD

Bellevue City Council Meeting, March 21, 2023, Page 6

**ADMINISTRATION REPORTS: Comments must be limited to items on the current reports** (March report will be attached to April 4<sup>th</sup> packet)

**CLOSED SESSION:** NONE

## **ADJOURNMENT**

There being no further business to come before the Council at this time, on motion by Welch, seconded by Preister, the meeting was adjourned at 8:16 p.m. Roll call vote on motion to adjourn was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: None. Motion carried.

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Susan Kluthe, City Clerk

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Rusty Hike, Mayor

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

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Susan Kluthe, City Clerk

## MINUTE RECORD

Bellevue Planning Commission Meeting, March 23, 2023, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, March 23, 2023 at 6:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Hankins, Aerni, Sims, Cutsforth, Ackley, Bennett, and Jacobson. Absent were Commissioners Ritz and Perrin. Also present was Tammi Palm, Planning Manager, and Angela Curry, Assistant Planning Manager.

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

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

Motion was made by Bennett, seconded by Jacobson, to approve the minutes of the January 26, 2023 regular meeting as presented. Upon roll call, all present voted yes. Motion carried unanimously.

Cutsforth asked if there were any updates or additions to staff reports. Palm advised staff received emails in opposition to Agenda Item 3.a. from Ginger Rudeen, Gary and Kathy Povondra, Mary Cannon, and Camille Melara. These have been given to the Commissioners and posted publicly. Palm stated in regards to Agenda item 3.b, staff received additional information from Dr. Mary Hawkins, and Doug Bisson regarding the Fort Crook Road Plan which has also been given to the Commissioners.

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

The following item was on the Consent Agenda:

Item 2.a. Request to rezone Lot 143, Nob Hill, located in the Northwest ¼ of Section 23, T14N, R13E of the 6th P.M., Sarpy County, NE, from BG to RS-84 for the purpose of existing single family residential. Applicant: Chris Lake Properties, LLC. General location: 608 Nob Hill Terrace. Case #: Z-2302-04.

There was no one present to speak in favor of, or in opposition to this request.

MOTION was made by Jacobson, seconded by Ackley to recommend APPROVAL of the consent agenda item. APPROVAL based upon lack of perceived negative impact upon the surrounding area. Upon roll call, all present voted yes. MOTION carried unanimously.

**This item will proceed to City Council for PUBLIC HEARING ON April 18, 2023.**

Cutsforth explained the public hearing procedures.

PUBLIC HEARING was held on a request to rezone Lot 1D, Pleasant Hill or Martin's Subdivision, from RS-72 to BG for the purpose of a daycare center. Applicant: Twins Daycare, LLC. General location: S. 25th Street and Sautter Avenue. Case #: Z-2302-03.

Cutsforth asked staff for updates. Palm stated staff received four emails regarding this application all in opposition to this request. She said all stated concerns regarding living next to a commercial zoning district, traffic, and potential negative impact to their neighborhood. Palm gave a brief overview of the request. She stated the request is for a change of zone from RS-72 (Single-family residential) to BG (General business) for the purpose of constructing a commercial daycare facility. Palm stated the surrounding zoning districts are residential in nature. Palm said Planning staff, and the Public Works Department, have concerns regarding traffic and commercial zoning in an area so far from the West Chandler Road commercial corridor. Palm stated the BG zoning would stay with the property and although a daycare may not be perceived as a negative impact, there are a number of permitted uses allowed in the BG zone which would have a negative impact on the surrounding area. Subsequently, staff is recommending denial of the request.

Vincent Muniz Sr., 8046 Ponderosa Dr., Papillion, NE, was present on behalf of the applicant. Muniz stated if the rezoning was approved the use of the property would be strictly for childcare. He stated the applicant is willing to work with the city on the structure, site, and planning of the facility. Muniz stated the applicant wants to build a state of the art childcare center which is much needed in the city. He said the facility would offer 24/7 daycare. Muniz stated the daycare would work well next to the school for parents who have children in daycare and grade school.

# MINUTE RECORD

Bellevue Planning Commission Meeting, March 23, 2023, Page 2

Tim Engler, 2209 Erin Cir., Papillion, NE, stated he represents the property owner and wanted to address the statements made by Ms. Palm regarding the property being surrounded by residences. He said the closest residence to the south of the property are more than 500 feet away. Engler stated there are no houses to the west and to the north is a school. He said the side that has residences is in the southwest corner with only four houses that barely touch the property. He said he believes the inconvenience to the residents is not as great as what has been presented. Engler stated the five houses affected by this rezoning do not outweigh the benefits of the daycare to the community.

Gabriel Belcastro, 8006 S. 25<sup>th</sup> Street, Bellevue, NE, stated he is representing his parents who live in one of the houses immediately to the south. He said this request is not about building a daycare but rather a request for rezoning this property to BG. He stated the BG zone is too broad for the area. Belcastro stated the property is surrounded by residential zoning. He said along with a daycare center the BG zone would also allow an auto parts store, bowling alley, tanning salon, gas station, microbrewery, tobacco store and a tavern all within 300 feet of single-family residences and an elementary school. Belcastro stated the rezoning would have a negative impact on the surrounding residential areas. He said this plan also fails to conform with the city's Comprehensive Plan.

Chris Brown, 7902 Green Cir., Bellevue, NE, stated his backyard abuts this property. He stated they purchased the property because of the abutting undeveloped property. He stated the commercial zoning would allow development for too broad of a number of things. Brown stated the daycare would be 24/7 with traffic coming and going all hours of the night which is not appropriate for adjacent single-family residential. He said he does not want to look out in his backyard and see a parking lot.

Stephanie Brown, 7902 Green Cir., Bellevue, NE, stated her concerns are the same as Mr. Belcastro's. She stated children walk by that property every day going to school so adding a commercial entrance poses a danger to those children. Brown stated it's important the neighborhood remains residentially zoned.

Ed Pfeffer, 8014 S. 25<sup>th</sup> St., Bellevue, NE, stated his concern is traffic. He said during pick-up and drop-off at the elementary school at least two people are required to direct traffic. Pfeffer said 25<sup>th</sup> Street is also an ambulance route and has more traffic now than 20 years ago when he moved into the neighborhood. Pfeffer stated he wants the area to remain residential.

Janice Stober, 7810 S. 24<sup>th</sup> St., Bellevue, NE, stated no one has mentioned the residents on the east side of 25<sup>th</sup> Street. She stated the neighborhood is quiet and peaceful allowing her 90-year-old mother to take a walk and not worry about anything. Stober stated as a former OPS (Omaha Public Schools) teacher she is aware of the importance of daycare, but with this zoning there is an off chance of an inappropriate business located next to an elementary school. She said she is not opposed to daycare, but businesses come and go and the broad zoning is not appropriate for this area.

Marta Sonia, stated she does not live in Bellevue but works with Twins Daycare, LLC. She stated she understands the neighborhood concerns but because of the elementary school this place works well for a daycare center. She said this is an educational center for children and not a business. Sonia stated this center will be a complement to the area and the school.

Ed Pfeffer, 8014 S. 25<sup>th</sup> St., Bellevue, NE, stated if Bellevue needs a daycare center there is a rundown gas station on the other side of the elementary school that is already zoned commercial.

Ryan Galer, 3206 S. 59<sup>th</sup> St., Omaha, NE, stated he was present on behalf of his client Twins Daycare, LLC. Galer stated his client was only interested in accomplishing the goal of a daycare center. He stated the primary concern of the neighborhood seems to be the permissible uses in the BG zone. Galer stated a restrictive covenant or contractual zoning agreement could be put in place strictly for the purpose of a daycare. He said although there are many permitted uses in the BG zone it is the required zone for a daycare center. Galer stated his client is willing to collaborate with the city to achieve her goal.

Jan Frisby, 7906 S. 59<sup>th</sup> St., Bellevue, NE, stated her concerns were also about the increased traffic in the area. She stated the zoning should remain residential because of the impact it would have on the neighborhood.

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

Palm addressed a question regarding restrictive covenants or contractual zoning. She said the city is

# MINUTE RECORD

Bellevue Planning Commission Meeting, March 23, 2023, Page 3

not interested in entering into either of these. She stated over time, they become difficult to enforce. Palm indicated she is aware of only three which exist currently in the city. She stated the city is currently in a lawsuit regarding one of these contractual zonings, which has been going on for three years and has taken a lot of resources and staff time.

Ackley asked staff if the applicant had met with them for a pre-application meeting to discuss the zoning and location of the project. Palm stated there was some communication but no conceptual plan or pre-application meeting. She said a previous rezoning application for this project was withdrawn by the applicant after she communicated to the applicant that she was not in favor of the rezoning and that OPS had some concerns also. Palm stated that is the extent of communication with the applicant. Ackley stated conceptually a daycare would be good next to a school because they all involve children but the problem is that in order to allow this use it has to be in the proper zoning. He said although the applicant only wants a daycare the other allowable uses in the BG zone are not appropriate to this area. Ackley said if for some reason this business would fail in the future the city would have no ability to deny any of the BG permitted uses. He said he thinks staff is correct with the denial recommendation for this application.

Hankins stated he would not support this request because it does not fit the Comprehensive Plan.

Aerni stated he has researched surrounding communities and Papillion and LaVista allow daycares in residential zoning. He stated he will not support this request but wonders if the Zoning Ordinance should be reviewed to allow daycare centers in residential zoning. Palm stated residential zoning does allow for Family Childcare I and II which allows an in-home daycare. She said a conditional use permit allows for up to twelve children in a residential zoning. Discussion ensued regarding appropriate development for this property.

Jacobson stated schools have a tendency to expand and inquired if the elementary school had any plans to expand. Palm stated there were no comments from OPS regarding future expansion.

MOTION was made by Aerni, seconded by Ackley to recommend denial of a request to rezone Lot 1D, Pleasant Hill or Martin's Subdivision, from RS-72 to BG for the purpose of a daycare center. Applicant: Twins Daycare, LLC. General location: S. 25th Street and Sautter Avenue. Case #: Z-2302-03. DENIAL based upon the incompatibility with the existing residential zoning, the perceived negative impact on the surrounding area, and lack of conformance with the Comprehensive Plan. Upon roll call, all present voted yes. MOTION carried unanimously.

**This item will proceed to City Council for PUBLIC HEARING ON April 18, 2023.**

PUBLIC HEARING was held on a request for site plan approval for Lot 1, Harvell Center Replat Two, being a replatting of Lots 1 and 3, Harvell Center, together with vacated Harvell Circle lying within said Harvell Center, Lots 1 and 2, Harvell Center Replat 1, Lot 2, Bellevue Crossing Replat 2, Tax Lot 6A10, Tax Lot 9A3A, and Tax Lot 9A3B; all located in the Southwest ¼ of Section 26, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, for the purpose of an Athletic Field House; preliminary plat Lot 1, Harvell Center Replat Two; and final plat Lot 1, Harvell Center Replat Two. Applicant: Bellevue University. General location: 2108 Harvell Circle. Case #'s: S-2301-02, S-2301-03, Z-2301-02.

Commissioner Ackley stated he had a conflict and left the chambers at 6:47 p.m.

Palm gave an overview of the application. She stated Bellevue University provided a letter from Doug Bisson of HDR. She said Mr. Bisson has worked on the Master Plan for Bellevue University as well as the city's Fort Crook Road Plan. Palm stated the Commissioners have received a copy of the letter and drawings which will become part of the public record. She stated the preliminary and final plat will create one lot out of the lots shown and then the University plans to construct an Athletic Field House on that lot. Palm said the field house would be two levels, approximately 72,000 square feet in area with the capacity for multiple competition and practice courts for basketball, volleyball, a weight room, locker room, press room, and meeting and storage spaces. Palm stated currently there are several buildings on the site. She said under the current site plan the Bellevue University Military & Veterans Services Center building will remain but all other structures will be demolished. Palm stated the city had requested a traffic impact study which has been completed by FHU (Felsburg, Holt & Ullevig). Palm stated recommendations regarding that study have been addressed with Bellevue University and they are supportive of those recommendations. She said the site plan shows some of those recommendations but one outstanding item for concern remains with overflow parking across Herman Drive to be used at larger events. She stated before a building permit is issued a formal MOU (Memorandum of Understanding) between the University and the city will need to be in place regarding

# MINUTE RECORD

Bellevue Planning Commission Meeting, March 23, 2023, Page 4

traffic control. Palm stated staff is recommending approval of the request based on conformance with the Zoning Ordinance, Subdivision Regulations, Comprehensive Plan, as well as the positive development this will create for the city.

Trevor Veskrna, TD2, 10836 Old Mill Rd., Omaha, NE was present on behalf of the applicant. He stated he was the civil engineer on the project and is available for any questions the Commission might have.

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

Jacobson stated the Metropolitan Area Planning Agency (MAPA) had expressed some concern with development and how that would affect the proposed orbit bus system integration. He stated he does not want people to get on the bus and go into Omaha for activities, he would rather they get on the bus and come to Bellevue for activities. He said an activity center next to an orbit bus system matches very well. Jacobson stated this plan tonight only encompasses half of the property and although it's not known what Bellevue University's plan is for the remainder of it, he believes it will integrate into the Fort Crook Road Plan. He said he is excited about an activity center next to a transportation system letting people come from surrounding areas to continue their education or go to an event.

Hankins stated as an alumni of Bellevue University he was also excited for this development to move forward.

MOTION was made by Jacobson, seconded by Sims to recommend approval of a request for site plan approval for Lot 1, Harvell Center Replat Two, being a replatting of Lots 1 and 3, Harvell Center, together with vacated Harvell Circle lying within said Harvell Center, Lots 1 and 2, Harvell Center Replat 1, Lot 2, Bellevue Crossing Replat 2, Tax Lot 6A10, Tax Lot 9A3A, and Tax Lot 9A3B; all located in the Southwest ¼ of Section 26, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, for the purpose of an Athletic Field House; preliminary plat Lot 1, Harvell Center Replat Two; and final plat Lot 1, Harvell Center Replat Two. Applicant: Bellevue University. General location: 2108 Harvell Circle. Case #'s: S-2301-02, S-2301-03, Z-2301-02. APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, and the Comprehensive Plan, as well as lack of perceived negative impact upon the surrounding area. Approval based upon the positive impact of the development for Bellevue University and the community as a whole; contingent upon a formal agreement for traffic control being entered into with the university and the city prior to issuance of building permits. Upon roll call, Hankins, Aerni, Sims, Cutsforth, Bennett, and Jacobson, voted yes, Ackley abstained. MOTION carried.

**This item will proceed to City Council for PUBLIC HEARING ON April 18, 2023.**

Commissioner Ackley returned to the chambers at 6:57 p.m.

Meeting adjourned at 6:59 p.m.



Dianna Van Horn  
Planning Secretary

# MINUTE RECORD

## CLAIMS FOR APRIL 4, 2023

PAGE 1

**MAYOR**

OMAHA WORLD HERALD	RENEW SUBSCRIPTION 2023/03/31-2024/03/30	550.99
		\$ 550.99

**CITY ADMINISTRATOR**

BLACK HILLS ENERGY	2023/01/30-03/02 MONTHLY SERVICE	411.20
METROPOLITAN UTILITIES DIST	2023/02/08-03/08 MONTHLY SERVICE	29.92
OMAHA PUBLIC POWER DISTRICT	2022/04/22-2023/02/09 MONTHLY SERVICE- CREDIT FOR PAID SALES TAX	(247.52)
OMAHA PUBLIC POWER DISTRICT	2023/02/09-03/10 MONTHLY SERVICE	226.02
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-MAR 2023	90.72
		\$ 510.34

**CITY COUNCIL**

RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-MAR 2023	81.04
		\$ 81.04

**LEGAL**

BLACK HILLS ENERGY	2023/01/30-03/02 MONTHLY SERVICE	72.57
J P COOKE COMPANY	NAME PLATE-BATAILLON	25.45
OMAHA PUBLIC POWER DISTRICT	2022/04/22-2023/02/09 MONTHLY SERVICE- CREDIT FOR PAID SALES TAX	(43.68)
OMAHA PUBLIC POWER DISTRICT	2023/02/09-03/10 MONTHLY SERVICE	39.89
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-MAR 2023	30.24
		\$ 124.47

**CABLE ADVISORY**

BLACK HILLS ENERGY	2023/01/30-03/02 MONTHLY SERVICE	362.83
METROPOLITAN UTILITIES DIST	2023/02/08-03/08 MONTHLY SERVICE	22.44
OMAHA PUBLIC POWER DISTRICT	2022/04/22-2023/02/09 MONTHLY SERVICE- CREDIT FOR PAID SALES TAX	(218.40)
OMAHA PUBLIC POWER DISTRICT	2023/02/09-03/10 MONTHLY SERVICE	199.43
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-MAR 2023	60.48
		\$ 426.78

**CITY CLERK**

BLACK HILLS ENERGY	2023/01/30-03/02 MONTHLY SERVICE	628.90
DESIGN8 STUDIO SIGNS GRAPHICS	TAX DECALS FOR 2023	602.78
METROPOLITAN UTILITIES DIST	2023/02/08-03/08 MONTHLY SERVICE	38.90
OMAHA PUBLIC POWER DISTRICT	2022/04/22-2023/02/09 MONTHLY SERVICE- CREDIT FOR PAID SALES TAX	(378.55)
OMAHA PUBLIC POWER DISTRICT	2023/02/09-03/10 MONTHLY SERVICE	345.68
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-MAR 2023	60.48
SHIRLEY HARBIN	REIMB TRAINING EXPENSES	561.61
TRISTAR	WORK COMP FUNDING FEB 2023	11,409.98
		\$ 13,269.78

# MINUTE RECORD

## CLAIMS FOR APRIL 4, 2023

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### FINANCE/RISK MANAGEMENT

BIG INK	UNIFORM EMBROIDERING MULTI DEPTS-2019/2020	489.50
BLACK HILLS ENERGY	2023/01/30-03/02 MONTHLY SERVICE	532.14
METROPOLITAN UTILITIES DIST	2023/02/08-03/08 MONTHLY SERVICE	32.92
OMAHA PUBLIC POWER DISTRICT	2022/04/22-2023/02/09 MCNTHLY SERVICE- CREDIT FOR PAID SALES TAX	(320.31)
OMAHA PUBLIC POWER DISTRICT	2023/02/09-03/10 MONTHLY SERVICE	292.49
QUADIENT FINANCE USA, INC	2023/02/17 POSTAGE REFILL	1,500.00
RED WING BUSINESS ADVANTAGE	SAFETY SHOES	400.00
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-MAR 2023	211.68
		<u>\$ 3,138.42</u>

### LIBRARY

BLACK HILLS ENERGY	2023/01/30-03/02 MONTHLY SERVICE	907.85
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	89.88
COX BUSINESS SERVICES	2023/03/01-03/31 MONTHLY SERVICE	107.39
INGRAM LIBRARY SERVICES	BOOKS	1,798.03
METROPOLITAN UTILITIES DIST	2023/02/08-03/08 MONTHLY SERVICE	109.20
QUADIENT FINANCE USA, INC	2023/02/02 POSTAGE REFILL	1,205.00
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-MAR 2023	241.92
VERIZON WIRELESS	2023/02/17-03/16 MONTHLY SERVICE	400.10
		<u>\$ 4,859.37</u>

### ADMINISTRATIVE SERVICES/PERSONNEL

BLACK HILLS ENERGY	2023/01/30-03/02 MONTHLY SERVICE	411.20
ESCREEN, INC	DOT POOL RENEWAL	300.00
INTEGRATED CARE, LLC	PHYSICALS	570.00
METROPOLITAN UTILITIES DIST	2023/02/08-03/08 MONTHLY SERVICE	25.43
OMAHA PUBLIC POWER DISTRICT	2022/04/22-2023/02/09 MONTHLY SERVICE- CREDIT FOR PAID SALES TAX	(247.52)
OMAHA PUBLIC POWER DISTRICT	2023/02/09-03/10 MONTHLY SERVICE	226.02
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-MAR 2023	241.92
UKG INC	PAYROLL SUBSCRIPTION FEE 2023/04/23-2023/06/23	31,688.40
		<u>\$ 33,215.45</u>

### CODE ENFORCEMENT

BLACK HILLS ENERGY	2023/01/30-03/02 MONTHLY SERVICE	74.68
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	79.75
METROPOLITAN UTILITIES DIST	2023/02/04-03/08 MONTHLY SERVICE	9.89
OMAHA PUBLIC POWER DISTRICT	2023/02/09-03/10 MONTHLY SERVICE	98.29
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-MAR 2023	181.44
		<u>\$ 444.05</u>

### PUBLIC WORKS

ALFRED BENESCH & COMPANY	BPW-220915 ON CALL ENG SUPPORT 2023/02/13-2023/03/12	756.00
ALFRED BENESCH & COMPANY	BPW-210414 MS4 ANNUAL REPORTS 2023/02/13-2023/03/12	1,076.00
ALFRED BENESCH & COMPANY	BPW-220814 FIBER OPTIC 2023/02/13-2023/03/12	20,197.01
BLACK HILLS ENERGY	2023/01/30-03/02 MONTHLY SERVICE	125.41

# MINUTE RECORD

## CLAIMS FOR APRIL 4, 2023

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### PUBLIC WORKS (cont'd)

METROPOLITAN UTILITIES DIST	2023/02/04-03/08 MONTHLY SERVICE	16.60
METROPOLITAN UTILITIES DIST	BPW-2021 MISC INSTALL WATER MAIN-HYDA HILLS	229,072.64
MIDWEST RIGHT OF WAY SERVICES	BPW-210617 PW SITE 2023/01/07-2023/02/17	1,462.50
NEBRASKA IOWA SUPPLY CO	UNLEADED FUEL FOR CITY TANKS	7,121.96
OMAHA PUBLIC POWER DISTRICT	2023/02/09-03/10 MONTHLY SERVICE	165.05
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-MAR 2023	211.68
TOTAL TOOL SUPPLY, INC	MARKING PAINT	599.04
		<b>\$ 260,803.89</b>

### PARKS

BLACK HILLS ENERGY	2023/01/30-03/02 MONTHLY SERVICE	1,556.05
CITY OF BELLEVUE	SARPY COUNTY-VEHICLE REGISTRATIONS	15.00
COX BUSINESS SERVICES	2023/03/01-03/31 MONTHLY SERVICE	214.78
J & J SMALL ENGINE SERVICE	DRIVE SHAFT, TUBE, RINGS, POLE SAW REPAIR	235.40
LAMP RYNEARSON & ASSOCIATES MENARDS	BPW-210921 AQUATICS STUDY THRU 2023/02/18 LUMBER, ELECTRICAL SUPPLIES	6,005.10 1,200.34
METROPOLITAN COMMUNITY COLLEGE	CDL TUITIONS-J CARTER	1,768.50
METROPOLITAN UTILITIES DIST	2023/02/09-03/13 MONTHLY SERVICE	1,068.41
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-MAR 2023	272.16
TRISTAR	WORK COMP FUNDING FEB 2023	1,405.22
WESTLAKE ACE HARDWARE	HAMMER, WEDGES, NOZZLE SPRAY	183.95
		<b>\$ 13,924.91</b>

### RECREATION

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	17.78
COX BUSINESS SERVICES	2023/03/01-03/31 MONTHLY SERVICE	88.39
METROPOLITAN UTILITIES DIST	2023/02/07-03/08 MONTHLY SERVICE	99.38
MIDWEST IMPRESSIONS	VOLLEYBALL SHIRTS, SOCCER T-SHIRTS	2,998.75
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-MAR 2023	60.48
		<b>\$ 3,264.78</b>

### FACILITY MAINTENANCE

ANDERSON BROTHERS ENGINEERING	COMBUSTION TUBE	263.00
BIG RED LOCKSMITHS	CHANGE CYLINDER COMBO, DUPLICATE KEYS	502.50
BLACK HILLS ENERGY	2023/01/30-03/02 MONTHLY SERVICE	4,136.57
FERGUSON ENTERPRISES INC #1657	PLUMBING SUPPLIES-PD SHOWER	28.64
HOTSY EQUIPMENT CO	BUSHINGS, COUPLINGS, HOSES-DIST 1	156.21
J & J SMALL ENGINE SERVICE	TAPER WEDGES	85.90
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	137.35
MENARDS	COMBO HEX KEY SET, SOLDERING IRON, BATTERIES, DRILL BITS, BALLASTS	401.30
METROPOLITAN UTILITIES DIST	2023/02/08-03/08 MONTHLY SERVICE	281.15
OMAHA DOOR & WINDOW COMPANY	REPLACE HINGES-DIST 2	27.57
OVERHEAD DOOR COMPANY	HINGES-DIST 2	37.00
SHERWIN WILLIAMS CO	PAINT-DIST 1	185.69
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-MAR 2023	272.16
THE HOME DEPOT PRO	JANITORIAL SUPPLIES-REED CENTER	1,404.17
TRICO MECHANICAL SERVICES	CHECK HUMIDIFIER, HVAC FILTERS	401.63
VOSS LIGHTING	JANITORIAL SUPPLIES-DIST 2	348.48
WESTLAKE ACE HARDWARE	PAINT SUPPLIES, FURNITURE SLIDERS	61.94
		<b>\$ 8,731.26</b>

# MINUTE RECORD

## CLAIMS FOR APRIL 4, 2023

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### CEMETERY

BLACK HILLS ENERGY	2023/01/30-03/02 MONTHLY SERVICE	39.76
COX BUSINESS SERVICES	2023/03/01-03/31 MONTHLY SERVICE	83.39
METROPOLITAN COMMUNITY COLLEGE	CDL TUITIONS- R GUE	2,083.50
METROPOLITAN UTILITIES DIST	2023/02/07-03/08 MONTHLY SERVICE	94.46
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-MAR 2023	39.92
		\$ 2,341.03

### STREETS

ALFRED BENESCH & COMPANY	BPW-190815 CAPEHART RD 2023/02/13-2023/03/12	4,771.55
ALFRED BENESCH & COMPANY	BPW-220813 MISSION ST STRÆTSCAPING 2023/02/13-2023/03/12	6,003.06
BLACK HILLS ENERGY	2023/01/30-03/02 MONTHLY SERVICE	3,585.72
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	23.28
CARROLL CONSTRUCTION SUPPLY	SHOVELS, WOOD STAKES, PULL CONCRETE W/HOOK	710.77
COX BUSINESS SERVICES	2023/03/01-03/31 MONTHLY SERVICE	274.17
HGM ASSOCIATES INC	BPW-211224 BRIDGE ON HARLAN DR THRU 2023/03/15	3,320.38
HGM ASSOCIATES INC	BPW-221019 GALVIN RD BRIDGE THRU 2023/03/15	2,243.28
HGM ASSOCIATES INC	BPW-210617 PW FACILITY SITE THRU 2022/12/15	4,137.84
INDEPENDENT SALT CO	ICE CONTROL SALT	14,102.48
LOGAN CONTRACTORS SUPPLY	TIE BAR STAKES, BENT KEYS, NAIL STAKES	5,645.50
MARTIN ASPHALT	BULK OIL	564.00
MD SOLUTIONS, INC	U CHANNEL POSTS, STRAPPING, BUCKLES	17,740.00
MENARDS	BUG REPELLENT, LIVE TRAP	21.87
METRO LEASING	8733A-8733B LEASE-2023/03/10 - INT'L TRUCKS	26,875.70
METROPOLITAN UTILITIES D ST	2023/02/08-02/13 MONTHLY SERVICE	914.18
MIDWEST RIGHT OF WAY SERVICES, INC	BPW-191118 36TH ST 2023/01/07-2023/02/17	3,035.00
NEBRASKA DEPARTMENT OF TRANSPORTATION	BPW-180105 SHERIDAN RD THRU 2023/03/08	72,743.07
OMAHA PUBLIC POWER DISTRICT	2023/01/31-03/10 MONTHLY SERVICE	1,337.16
OMNI ENGINEERING	ASPHALT	3,230.50
READY MIXED CONCRETE COMPANY	CONCRETE	15,192.31
SCOTT M LOGEMAN	REIMB CDL LICENSE	64.00
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-MAR 2023	907.20
TRISTAR	WORK COMP FUNDING FEB 2023	402.93
		\$ 187,845.95

### FLEET MAINTENANCE

AA WHEEL & TRUCK SUPPLY, INC	SEALS	67.26
AIR CLEANING TECHNOLOGIES, INC	UPPER HOSE, BRIDGE CLAMPS, ELBOW	1,664.00
ALLIED OIL & SUPPLY COMPANY	BULK OIL	731.20
ARROW TOWING	HD TOWING-ST162, ST228	750.00
AUTO BODY AUTHORITY	REPLACE FRONT FENDER-ST162	125.00
AUTO VALUE PARTS - SOUTH OMAHA	FUEL STABILIZER, BELTS, FILTERS	167.63
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS, ANTISEIZE COMPOUND, GREASE, BRAKE ROTORS, BLACKJACK	1,574.88
BAUER BUILT TIRE & SERVICE	TIRES-PA 515	584.00
BAXTER FORD	EXTENSION, SWITCHES, HUB ASSEMBLY, SEPARATOR, BUSHINGS	1,377.21
BLACK HILLS ENERGY	2023/01/30-03/02 MONTHLY SERVICE	2,309.55
COLLECTIVE DATA, INC	ANNUAL CLOUD SERVICE 2023/04/18-2024/04/17	13,658.00
CORNHUSKER INTERNATIONAL TRUCKS	EGR VALVE, REARVIEW MIRRORS, SENSORS	3,643.37

# MINUTE RECORD

## CLAIMS FOR APRIL 4, 2023

PAGE 5

### FLEET MAINTENANCE (cont'd)

COX BUSINESS SERVICES	2023/03/01-03/31 MONTHLY SERVICE	107.39
DANKO EMERGENCY EQUIPMENT	ADJ UTILITY STRAP, JAWS OF LIFE STRAPS, CONVERSION BALL REPAIRS	1,734.75
DULTMEIER SALES LLC	HANDLE, BOTTOM VALVE	135.90
EDWARDS CHRYSLER DODGE JEEP RAM	RADIATOR HOSE, OIL SWITCH	118.65
EQUIPMENT TECHNOLOGY, LLC	RUBBER BUMPER BOOM STOW GUIDE	162.41
FACTORY MOTOR PARTS CO	SPARKPLUGS, SENSORS	311.50
FARM PLAN	BUSHINGS, TIRE AND WHEEL, FILTERS	144.01
FLEET PRIDE	RUBBER HOOD CATCH, BUSHINGS, BOLTS	162.54
HOTSY EQUIPMENT CO	NOZZLE, PLUGS	447.65
INTERSTATE BATTERIES	BATTERIES	574.94
JIM HAWK TRUCK TRAILERS	OD TUBE	148.00
KIMBALL MIDWEST	LOOM PROTECTOR	434.39
KRIHA FLUID POWER CO	HOSE ASSEMBLY, PIPE PLUG, ELBOW, TAPER THREAD	350.94
LAWSON PRODUCTS, INC	CERAMIC GRINDER DISC	167.04
LIONS AUTOMOTIVE, I NC	SNAP-ON WINDLACE	60.00
MACQUEEN EQUIPMENT, LLC	LOCKING SLIDES, SWITCHES, CURB BROOM MOTOR, BEARINGS, DIRT SHOE RUNNERS	4,419.95
MATHESON TRI-GAS INC	WELDING SUPPLIES	829.47
MENARDS	POWER LAG, TAPE, BATTERIES, CONNECTORS, PINS	547.36
METROPOLITAN UTILITIES DIST	2023/02/08-03/08 MONTHLY SERVICE	127.97
MIDWEST TRANSMISSION SUPPLY	BUSHING, SEAL KIT-BM104	22.20
MURPHY TRACTOR	REBUILD TRANSMISSION-WW150	10,590.17
NAPA AUTO PARTS	FILTERS, LAMP, TOGGLE SWITCH, CRANKCASE FILTER, GLOVES, BRAKE PARTS	992.01
NEBRASKA IOWA INDUSTRIAL FASTENERS	LOCK NUTS, BLACK HEAT SHRINK, FENDER WASHERS, SELF-DRILL SCREWS, DRILL BITS, CONNECTORS, GLOVES	873.83
O'REILLY AUTOMOTIVE PARTS	BRAKE HOSE	25.36
OTE INTERNATIONAL HOLDINGS, LLC	REPAIR REFRIGERATOR-MED15	540.00
POWERPLAN	O-RINGS	84.58
PRECISE MRM LLC	TEMPERATURE SENSOR	665.35
ROGER'S TOWING	TOW CHARGE-UNIT 638	100.00
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-MAR 2023	483.84
SWAN ENGINEERING, LLC	O-RINGS, TARP TIES	27.46
TERMINAL SUPPLY CO	CONNECTORS, TERMINALS	51.78
TOYNE, INC	GAUGE FOR DISCHARGE, PIVOT BUSHINGS	278.20
TRUCK CENTER COMPANIES-OMAHA	AUTOMATIC BRAKE ADJUSTER KIT	143.51
TURFWERKS	SPINDLE MOTORS, PINS, FILTERS	3,474.74
TY'S OUTDOOR POWER & SERVICE	FLAT BLADE	94.38
WALKERS UNIFORM RENTAL	UNIFORM CLEANING SERVICE, FENDER COVERS	249.18
WAYTEK, INC	CONNECTORS	28.48
		\$ 56,362.03

### SOLID WASTE

PAPILLION SANITATION	GLASS RECYCLING	180.64
PAPILLION SANITATION	TRASH HAULING FEES-FEB 2023	333,015.68
		\$ 333,196.32

### PLANNING

BLACK HILLS ENERGY	2023/01/30-03/02 MONTHLY SERVICE	113.44
GRENA GUIDE & NEWS	LEGAL AD	15.57
METROPOLITAN UTILITIES DIST	2023/02/04-03/08 MONTHLY SERVICE	15.02
OMAHA PUBLIC POWER DISTRICT	2023/02/09-03/10 MONTHLY SERVICE	149.29
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-MAR 2023	141.52
		\$ 434.84

# MINUTE RECORD

## CLAIMS FOR APRIL 4, 2023

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### PERMITS & INSPECTIONS

BLACK HILLS ENERGY	2023/01/30-03/02 MONTHLY SERVICE	151.56
CITY OF BELLEVUE	SARPY COUNTY-VEHICLE REGISTRATIONS	45.00
JOHN COOK	REIMB TRAINING EXPENSES	71.50
METROPOLITAN UTILITIES DIST	2023/02/04-03/08 MONTHLY SERVICE	20.07
OMAHA PUBLIC POWER DISTRICT	2023/02/09-03/10 MONTHLY SERVICE	199.47
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-MAR 2023	241.92
		<hr/>
		\$ 729.52

### POLICE

ACTION SIGNS	INSTALL GRAPHICS-UNIT 705	150.00
AUTO BODY AUTHORITY	REPAIR BODY DAMAGE-UNIT 606	1,400.00
BENEFIT PLANS	POLICE PENSION PLAN- MAR 2023 MD, JG, MG	8,817.56
BLACK HILLS ENERGY	2023/01/30-03/02 MONTHLY SERVICE	2,685.90
CITY OF BELLEVUE	REIMB FOR SUPPLIES-J DIXON	73.08
CITY OF BELLEVUE	SARPY COUNTY-VEHICLE REGISTRATIONS	30.00
COMPCHOICE OCCUPATIONAL HEALTH	MEDICAL TESTING FOR NEW RECRUITS	1,058.13
CONNER PSYCHOLOGICAL SERVICES PC	PRE-EMPLOYMENT PHYSICALS	850.00
COX BUSINESS SERVICES	2023/03/01-03/31 MONTHLY SERVICE	561.99
DONTRELL DUCKER	REIMB TRAINING EXPENSES	661.64
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	300.00
ENTERPRISE FM TRUST	DEA VEHICLE LEASE - MAR 2023	557.32
FEDERAL EXPRESS CORPORATION	SHIPPING CHARGES	40.49
GOVDIRECT, INC	PANASONIC TOUGHBOOK	2,243.31
GREAT PLAINS UNIFORMS	UNIFORM ITEMS, BALLISTIC VEST	1,581.96
HOWARD BANKS	REIMB FOR SRO TRAINING LUNCH	241.54
ICE MILLER LLP	PROFESSIONAL SERVICES-EMP MATTERS	9,980.10
INTOXIMETERS, INC	DRYGAS FOR DATAMASTER	373.00
J P COOKE COMPANY	POCKET STAMPER-MARKVE	60.90
JACKSON SERVICES, INC	DOOR MAT SERVICE-BPD	87.25
JASON MELROSE	REIMB TRAINING EXPENSES	147.50
JO DONS	APPRECIATION AWARD-BELLAIRS	95.00
JOE MILOS	REIMB TRAINING EXPENSES	472.00
JOHN E STUCK	REIMB TRAINING EXPENSES	147.50
MENARDS	ICE SCRAPERS, PVC PIPE, FURRING	92.16
METROPOLITAN UTILITIES DIST	2023/02/04-03/08 MONTHLY SERVICE	355.58
MPH INDUSTRIES INC	RADAR UNITS	5,676.00
NEBRASKA SECRETARY OF STATE	NOTARY FEE-C BROWN	30.00
NEBRASKA SECRETARY OF STATE	NOTARY FEE-HOFFMAN	30.00
OMAHA PUBLIC POWER DISTRICT	2023/02/09-03/10 MONTHLY SERVICE	3,534.96
PAUL BUTLER PRESENTATIONS, LLC	LEADERSHIP TRAINING	5,000.00
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-MAR 2023	3,942.08
STEVEN L ANDRASCHKO	ENTRY LEVEL OFFICER TEST SCORING	300.00
TRISTAR	WORK COMP FUNDING FEB 2023	42,326.91
U.S. CELLULAR	2023/03/04-04/03 MONTHLY SERVICE	177.92
VERIZON WIRELESS	2023/01/24-02/23 MONTHLY SERVICE	1,828.93
WESTLAKE ACE HARDWARE	ASST BUNGEE CORDS	27.93
		<hr/>
		\$ 95,938.64

# MINUTE RECORD

## CLAIMS FOR APRIL 4, 2023

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### FIRE & RESCUE

AIRGAS USA, LLC	MEDICAL SUPPLIES	239.12
ANNETTE KAMMERER	REIMB FOR SERVICE	91.80
BLACK HILLS ENERGY	2023/01/30-03/02 MONTHLY SERVICE	2,823.05
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	1,212.26
CIGNA	REIMB FOR SERVICE-T CRANE	726.75
CITY OF BELLEVUE	SARPY COUNTY-VEHICLE REGISTRATIONS	16.00
CITY OF OMAHA	STATION ALERT YEARLY FEE	6,000.00
COX BUSINESS SERVICES	2023/03/01-03/31 MONTHLY SERVICE	214.78
DANKO EMERGENCY EQUIPMENT	HOODS	2,734.86
ED M FELD EQUIPMENT CO	NOZZLE REPAIR, HOSE PARTS	246.30
GREAT PLAINS UNIFORMS	UNIFORM	3,643.91
JULIET KNAPP	REIMB FOR SERVICE	250.00
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	576.60
MENARDS	SUPPLIES, RATCHET, WET/DRY VACUUM, CABLE ADAPTER	208.94
METROPOLITAN UTILITIES DIST	2023/02/07-03/08 MONTHLY SERVICE	5,510.35
NEBRASKA MUNICIPAL FIRE CHIEF'S ASSOCIATION	MEMBERSHIP DUES-GUIDO	503.00
SANDRY FIRE SUPPLY, LLC	FIRE BOOTS, FIRE GLOVES	3,276.00
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-MAR 2023	2,519.60
STERICYCLE	ON-SITE SHREDDING SERVICE	144.00
TRISTAR	WORK COMP FUNDING FEB 2023	3,837.21
X-CHAIR, LLC	OFFICE CHAIRS	2,055.99
ZOLL DATA SYSTEMS INC	FRMS & RMS CONTRACTUAL	1,105.00
		<b>\$ 37,935.52</b>

### NON-DEPARTMENTAL/CONTRACTS

AMERICAN NATIONAL BANK	BANK ACTIVITY FOR 2023-FEB	507.50
CENTURY LINK	2023/02/04-03/03 MONTHLY SERVICE	946.52
COX BUSINESS SERVICES	2023/03/01-03/31 MONTHLY SERVICE	281.98
FORVIS, LLP	GASB 87 ASSISTANCE	7,200.00
J P COOKE COMPANY	NAME PLATES-LASENBURG, JASHINSKE	36.40
NE-DEPARTMENT OF REVENUE	2023/02 SALES TAX	36.26
PM AM CORPORATION	ALARM REGISTRATION FEES - FEB 2023	1,665.00
		<b>\$ 10,673.66</b>

### INFORMATION TECHNOLOGY

DELL MARKETING L.P.	LAPTOP, DOCKING STATIONS, COMPUTERS	11,585.24
KASEYA US, LLC	OFFICE 365 BACKUP FOR IT-2023/03/16-2024/03/15	5,376.00
MOTOROLA SOLUTIONS, INC	CHARGER, SPEAKERS, ADAPTER	916.94
ONE CALL CONCEPTS	LOCATE	5.94
SHI INTERNATIONAL CORP	ZSCALER SOFTWARE FOR IT-2022/12/01-2023/12/20	20,547.98
TESSCO	BATTERIES, ANTENNAS	1,574.56
TJ CABLE	LOCATES	300.00
		<b>\$ 40,306.66</b>

# MINUTE RECORD

## CLAIMS FOR APRIL 4, 2023

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### 2206 LONGO DR - NEW LIBRARY

BIG RED LOCKSMITHS	DUPLICATE KEYS	14.00
LEO A DALY COMPANY	BPW-210311 LIBRARY RENOVATION THRU 2023/03/14	33,413.55
		<u>\$ 33,427.55</u>

### WASTEWATER

ARROW TOWING	HD TOWING	400.00
AT&T MOBILITY	2023/03/08-04/07 MONTHLY SERVICE	722.77
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	56.92
CITY OF OMAHA	SEWER FEES-JAN 2023	571,689.33
COX BUSINESS SERVICES	2023/03/01-03/31 MONTHLY SERVICE	303.39
ELLIOTT EQUIPMENT CO	TUBE, ACCUMULATOR ASSEMBLY	368.09
GRAINGER	MARKING PAINT	340.92
HANEY SHOE STORE	SAFETY SHOES-R RECINOS	153.99
J & J SMALL ENGINE SERVICE	REPAIRS TO GENERATOR-WW	160.00
METROPOLITAN UTILITIES DIST	2023/02/08-02/13 MONTHLY SERVICE	798.39
NAPA AUTO PARTS	FILTERS	29.32
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-MAR 2023	504.40
		<u>\$ 575,527.52</u>

### COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CBDG CONSULTANT EXPENSES 2023/03/5-03/10	1,773.55
		<u>\$ 1,773.55</u>

### FEDERAL FORFEITURES

VERIZON WIRELESS	2023/01/22-02/21 MONTHLY SERVICE	455.53
		<u>\$ 455.53</u>

### G.O. BONDS

UMB BANK - TRUST OPERATIONS	UMB PAYING AGENT FEES	2,049.45
BOK FINANCIAL - CORPORATE TRUST SERVICES	PAYING AGENT FEE-SID 289-APR 2023	457.50
		<u>\$ 2,506.95</u>

TOTAL CLAIMS FOR APRIL 4, 2023 \$ 1,722,800.80

TOTAL PAYROLL FOR MARCH 17, 2023 \$ 1,432,876.25

# City of Bellevue Nebraska

7a.  
4/4/2023

## Office of the Mayor

### PROCLAMATION

- WHEREAS,** The 2022/23 Bellevue West Boys Basketball Team wins its 6th State Basketball title in the program's history; and
- WHEREAS,** The Thunderbirds beat Millard North 64-41 in the championship game behind another strong defensive effort and a balanced scoring attack that saw four Thunderbirds finish the game in double figures, and
- WHEREAS,** This year's Thunderbird basketball team will go down as one of the best in Nebraska State High School history. They gave up only 48.4 points per game and outscored teams by a combined 759 points this season on their way to a 29-0 season, and
- WHEREAS,** All the hard work and dedication from the player and coaches led to an undefeated season which ended up being a perfect way to send Coach Doug Woodard out as he announced his retirement after the game after 25 years as the coach of the Thunderbirds. Coach Woodard will also go down as one of the best of all time in the State of Nebraska with an overall record of 693-256 with 463 of those wins coming at Bellevue West along with seven State Championships overall and more importantly, he positively affected the lives of many students, players and coaches; and
- WHEREAS,** The State Champion Thunderbirds, Jacob Arop, Kona Fern, Jaxon Stueve, Josh High, J'Dyn Bullion, Isaiah McMorris, Eldon Turner, CJ Gauff, Ramel Woodard, Trey Perea, Steven Poulicek, Jaden Jackson, Josiah Dotzler, Robbie Garcia, Honuel Amenunya along with Coach Doug Woodard, Assistant Coaches Steve Klein, Matthew Lauritsen, Mike Jenkins, Jason Sanderson, Scott Blackwell, Matt Henry and Support Staff Karie DeJonge, Chris Crockrom, Shannon Gier and Jeremy Langer, have made the entire Bellevue Community Proud;

**NOW, THEREFORE I,** Rusty Hike, Mayor of the City of Bellevue, Nebraska do hereby urge the citizens of Bellevue to recognize the merits of the staff and team and to congratulate them for a job well done!



A handwritten signature in black ink, appearing to read "Rusty Hike".

Mayor Rusty Hike

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 04/04/2023		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input checked="" type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Application for new Manager for Industrial Social Hall Inc. dba "Knights Event Center" at 1020 Lincoln Road, Bellevue.

SYNOPSIS/BACKGROUND:

Application for new Manager for Industrial Social Hall Inc. dba "Knights Event Center" at 1020 Lincoln Road, Bellevue. Applications are turned directly into the NE Liquor Control Commission by the applicant then forwarded on to the City Clerk's Office by the NE Liquor Control Commission. The Clerk sends application to be reviewed by the Police and then submitted to the City Council for review and recommendation, and then forwarded to the NE Liquor Control Commission for final approval (if there are no issues).

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Recommend approval to the Nebraska Liquor Control Commission (NLCC) the application for Lynn G. Trimpey as the new Manager for Industrial Social Hall Inc. dba "Knights Event Center" at 1020 Lincoln Road, Bellevue.

ATTACHMENTS:

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

SIGNATURES:

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

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

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

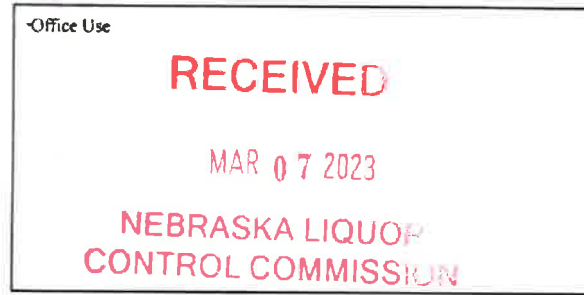
*Lynn G. Trimpey*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_



mtg 4-1-2023  
publish 3-22-2023

**MANAGER APPLICATION  
INSERT - FORM 3c**

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



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

**MANAGER MUST:**

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

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

- ✓ Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half; the manager completes the bottom half. **Be sure to complete both halves of this form.**

- Need not answer question #1 of the application

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

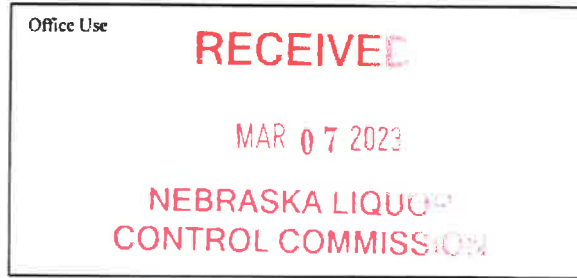
- Sign the application
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: birth certificate, naturalization papers or current US passport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



0400

**MANAGER APPLICATION  
INSERT - FORM 3c**

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



**MUST BE:**

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

**Corporation/LLC information**

Name of Corporation/LLC: Industrial Social Hall, Inc

**Premise information**

Liquor License Number: 010661 Class Type C (if new application leave blank)

Premise Trade Name/DBA: Knights Event Center

Premise Street Address: 1020 Lincoln Rd

City: Bellevue County: Sarpy Zip Code: 68005

Premise Phone Number: (402) 291-6887

Premise Email address: knightseventcenter@gmail.com

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



**SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER**

(Faxed signatures are acceptable)

**Manager's information must be completed below PLEASE PRINT CLEARLY**

Last Name: Trimpey *\* spouse* First Name: Lynn MI: G  
Home Address: 111 Banyan Ct  
City: Bellevue County: NE Zip Code: 68005 *-2466*  
Home Phone Number: (402) 689-4142  
Driver's License Number & State: [REDACTED]  
Social Security Number: [REDACTED]  
Date Of Birth: [REDACTED] Place Of Birth: McCook, Nebraska  
Email address: Ltrimpey@gmail.com

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

YES  NO

**Spouse's information**

Spouses Last Name: Trimpey First Name: Barbara MI: L  
Social Security Number: [REDACTED]  
Driver's License Number & State: [REDACTED]  
Date Of Birth: [REDACTED] Place Of Birth: Hastings, Nebraska

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

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Bellevue, Nebraska	1971	2023	Bellevue, Nebraska	1971	2023

**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2011	2012	Bellevue Public Schools	Jeff Rippe	(402) 293-4000
2005	2010	LGT Partners	L G Trimpey	(402) 291-7327

**1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.**

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

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

YES       NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted ( City & State)	Description of Charge	Disposition

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

YES       NO

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

\_\_\_\_\_

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

YES       NO

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

\*NLCC Training Certificate Issued: \_\_\_\_\_ Name on Certificate: Lynn Trimpey

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Lynn Trimpey	03/01/2023	SureSellNow - Nebraska Alcohol Sales & Service Training

\*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Lynn Trimpey / Bartender	1/1/2021	Knights Event Center, 1020 Lincoln Rd, Bellevue, NE 68005

5. Have you enclosed form 147 regarding fingerprints?

YES       NO

**PERSONAL OATH AND CONSENT OF INVESTIGATION**

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

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

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

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

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature of Manager Applicant

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature of Spouse

ACKNOWLEDGEMENT

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

2/23/23 date by Lynn TRIMPEY and Barbara TRIMPEY  
NAME OF PERSON BEING ACKNOWLEDGED

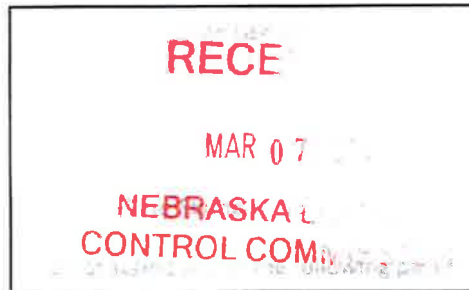
*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public signature



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

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

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



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

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

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

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

Trade Name Industrial Social Hall Inc - DBA "Knights Event Center"

Name of Person Being Fingerprinted: Lynn G Trimpey

Date of Birth:                      Last 4 SSN:                     

Date fingerprints were taken:                     

Location where fingerprints were taken: Troop A - 4411 S 108th St, Omaha NE 68137 (402) 331-3323

How was payment made to NSP?

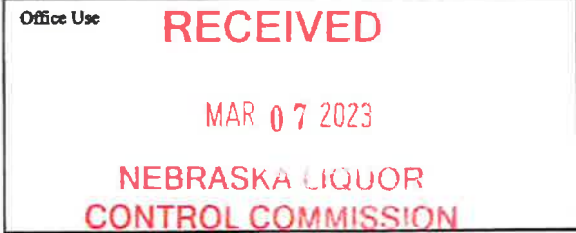
NSP PAYPORT  CASH  CHECK SENT TO NSP CK #                     

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

  
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

**SPOUSAL AFFIDAVIT OF  
NON PARTICIPATION INSERT**

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



I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. The penalty guideline for violation of this affidavit is cancellation of the liquor license.

I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

Barbara L Trimpey  
Signature of **NON-PARTICIPATING SPOUSE**  
**Barbara L Trimpey**  
Print Name

Lynn G Trimpey  
Signature of **APPLICANT**  
**Lynn G Trimpey**  
Print Name

State of Nebraska, County of Sarpy

State of Nebraska, County of Sarpy

The foregoing instrument was acknowledged before me  
this 2/23/23 (date)

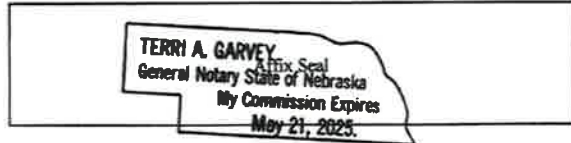
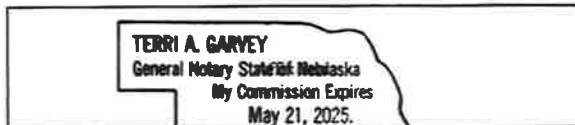
The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ (date)

by Barbara L Trimpey  
Name of person acknowledged  
(Individual signing document)

by Lynn Trimpey  
Name of person acknowledged  
(Individual signing document)

TERRI A. GARVEY  
Notary Public Signature

TERRI A. GARVEY  
Notary Public Signature



In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities.  
A ten day advance period is requested in writing to produce the alternate format.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

12a.  
4/4/2023

COUNCIL MEETING DATE: 03/21/23		SUBMITTED BY: Ashley Decker, HR Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Compensation Ordinance Seasonal Wage Update

SYNOPSIS/BACKGROUND:

The compensation ordinance is updated as needed to reflect a change in pay range for employees of the City that are unclassified seasonal employees. The ranges are based upon market rate research through a comparability study, as required by Nebraska State Statute. This change is due to the requested review by the Public Works Director and Deputy Director of Parks and Recreation.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Approve Compensation Ordinance 4117

ATTACHMENTS:

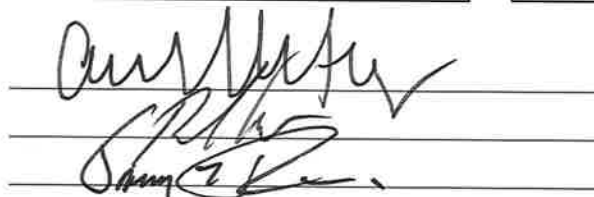
- |   |                         |                         |
|---|-------------------------|-------------------------|
| 1. <input type="text" value="Ordinance No. 4117 (redlined)"/> | 2. <input type="text"/> | 3. <input type="text"/> |
| 4. <input type="text"/>                                       | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



ORDINANCE NO. 4114 4117

AN ORDINANCE OF THE CITY OF BELLEVUE, NEBRASKA, CLASSIFYING THE EMPLOYEES OF THE CITY; FIXING THE RANGES OF COMPENSATION OF SUCH EMPLOYEES; PROVIDING A PAY RANGE SCHEDULE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM; REPEALING ORDINANCE NO. 4114~~0~~; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

B. Bellevue Professional Management Association (Management and Professional)

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

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

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

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

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

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

Section 3. Bellevue Police Officers Association

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

Section 4. Bellevue Police Command Staff Association

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

Section 5. Fire Command

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

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

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

Section 6. Seasonal:

<u>Position</u>	<u>Hourly Range</u>
Swimming Supervisor	\$12.00 - \$16.75
Youth Baseball Supervisor	\$12.00 - \$16.75
Recreation Activities Supervisor	\$12.00 - \$16.75
Track Supervisor	\$12.00 - \$16.75
Tennis Supervisor	\$12.00 - \$16.75
Swimming Pool Managers	<del>\$16.12 - \$20.68</del> <del>11.00 - \$13.00</del>
Head Lifeguards	<del>\$14.03 - \$18.30</del> <del>11.00 - \$12.00</del>
Lifeguards	<del>\$12.58 - \$15.65</del> <del>10.50 - \$11.00</del>
Concession Workers	\$10.50 - \$11.00
Youth Baseball/Softball Umpires	\$10.50 - \$13.00
Track Club Coaches	\$10.50 - \$13.00
Parks Workers	<del>\$13.33 - \$18.00</del> <del>10.50 - \$14.00</del>

Section 7. Part-Time Positions:

Part-Time Administrative Positions:

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

Unclassified Part-Time Positions

Part-Time Administrative Intern Position: Range (hourly) \$10.50 to \$12.00

Section 8. That Ordinance 411~~40~~ is hereby repealed.

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

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

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

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

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

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

ATTEST:

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

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

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

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

12b.  
4/4/2023

COUNCIL MEETING DATE: March 21, 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 vacate the plat of Lots 1 and 2, Heer and Theer Addition. Applicants: 1st City Development, LLC, John Jungers, and The David and Ruth Heer Revocable Trust. General Location: 2304 Lincoln Road.

SYNOPSIS/BACKGROUND:

Lots 1 and 2, Heer and Theer Addition was previously approved and recorded at Sarpy County, NE on March 25, 2022. Since that time, it has come to the property owners' attention the plat contained an inaccurate boundary description. The issue has since been taken care of from a title perspective, and now needs to be addressed from a platting perspective. This vacation will clear the way for an amended plat to be approved and recorded in the place of the inaccurate one.

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 recommends approval of this request.

ATTACHMENTS:

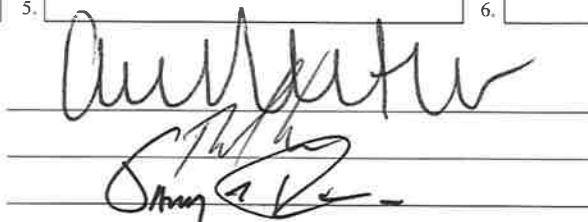
- |  |                             |                         |
|--|-----------------------------|-------------------------|
| 1. Letter from owners dates March 13, 2023 | 2. Previously recorded plat | 3. GIS aerial           |
| 4. Ord. No. 4118                           | 5. <input type="text"/>     | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



# 1<sup>st</sup> City Development LLC

101 W. Mission Ave.  
Bellevue, NE 68005

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

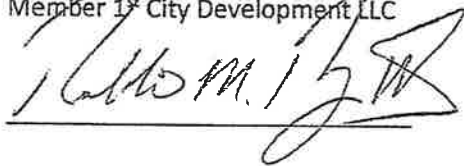
Dear Tammi,

On behalf of 1<sup>st</sup> City Development LLC, I would like to request the withdrawal of the plat recorded on 3/25/2022, which we refer to as 2302 Lincoln RD. After talking with our surveyor and Sarpy counties surveyor there were some boundary issues dating back several years that needed to be corrected. Hill Farrell has resurveyed the property with the new findings, even though minor needed to correct. We will submit the new plat to you for review in the coming days.

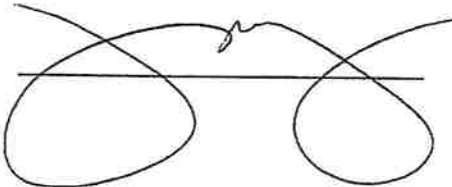
Please call me with any questions.

Sincerely,

Robbie Ryan  
Member 1<sup>st</sup> City Development LLC



John Jungers



THE DAVID + RUTH HEER  
Revocable Trust dated MARCH 20, 2015  
David J Heer  
DAVID J. HEER, TRUSTEE

RECEIVED  
MAR 13 2023  
PLANNING DEPT.

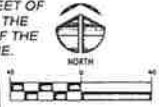
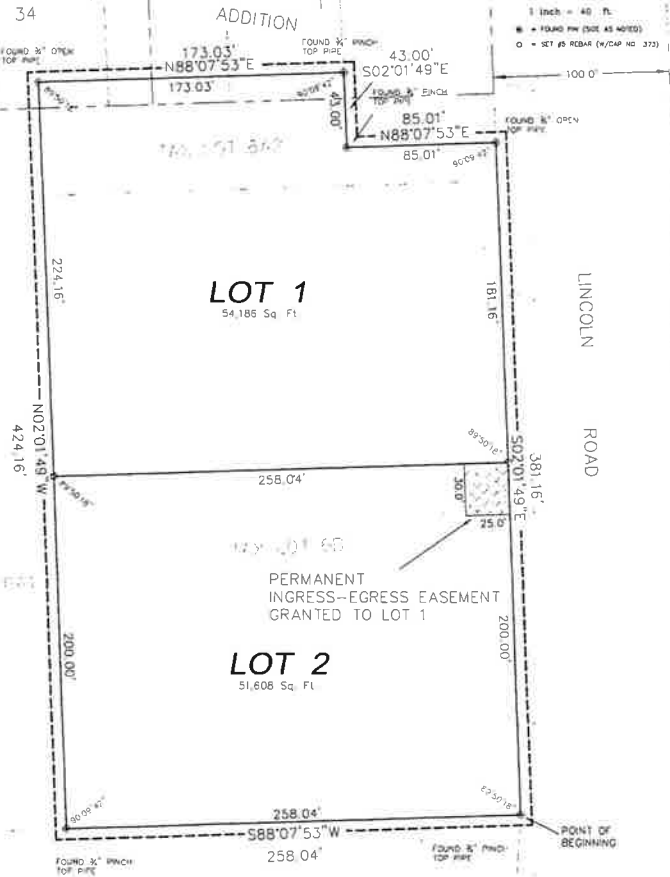
# HEER AND THEER ADDITION

WEST MISSION AVE

LOTS 1 and 2  
BEING A REPLAT OF TAX LOT 6B AND THAT PART OF TAX LOT 6A2 BEING THE NORTH 50 FEET OF THE WEST 175 FEET OF THE EAST 260 FEET AND THE SOUTH 22 FEET OF THE EAST 85 FEET OF THE EAST 260 FEET OF TAX LOT 6A, TOGETHER WITH THE SOUTH 15 FEET OF THE WEST 110 FEET OF LOT 1 AND THE SOUTH 15 FEET OF THE EAST 85 FEET OF LOT 34, SVOBODA'S ADDITION TO THE CITY OF BELLEVUE.

SEC. 36, T14N, R13E, 6th P.M.  
SARPY COUNTY, NEBRASKA

SVOBODA  
34



FILED SARPY COUNTY NEBRASKA  
INSTRUMENT NUMBER  
2022-08158  
03/25/2022 04:09:36 PM  
Deb Houghtaling  
COUNTY CLERK/REGISTRAR OF DEEDS  
Submitter: PAYPORT N E JOHN

Recording fees paid \$28.00  
Pages: 4  
By: ah  
PLAT

**SURVEYOR'S CERTIFICATE**  
I, RONALD D. HILL, THE UNDERSIGNED, POSITIONED AND SURVEYED THE HEREBY CERTIFY THAT I HAVE ACCURATELY SURVEYED AND STAKED WITH IRON PINS THE CORNERS AS SHOWN IN THESE ADDITIONS BEING A REPLAT OF TAX LOT 6B AND THAT PART OF TAX LOT 6A2 BEING THE NORTH 50 FEET OF THE WEST 175 FEET OF THE EAST 260 FEET AND THE SOUTH 22 FEET OF THE EAST 85 FEET OF THE EAST 260 FEET OF TAX LOT 6A, TOGETHER WITH THE SOUTH 15 FEET OF THE WEST 110 FEET OF LOT 1 AND THE SOUTH 15 FEET OF THE EAST 85 FEET OF LOT 34, SVOBODA'S ADDITION TO THE CITY OF BELLEVUE, LOCATED IN THE SOUTHWEST ONE QUARTER OF SECTION 36, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH PRM. SARPY COUNTY, NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID TAX LOT 6B THENCE S89°22'27\"/>



**DEDICATION**  
KNOW ALL MEN BY THESE PRESENTS THAT MR. DAVID J. HEER AND RUTH M. HEER, CO. TRUSTEES OF THE DAVID AND RUTH M. HEER REVOCABLE TRUST, BEING THE OWNERS OF THE PROPERTY DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND CONTRACTED WITHIN THIS PLAT HAVE CAUSED SAID LAND TO BE PLATTED INTO LOTS TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS "HEER AND THEER ADDITION" AND WE DO HEREBY GRANT APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT. WE DO HEREBY GRANT PERMITAL EASEMENTS TO OMAHA PUBLIC POWER DISTRICT (OPPD) FOR COMMUNICATIONS AND CENTURIONX ACROSS A 15' (5) FOOT WIDE STRIP OF LAND ADJUTING ALL FRONT AND SIDE BOUNDARY OF LINES; AN 8' (8) FOOT WIDE STRIP OF LAND ADJUTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS; AND A SIXTEEN (16) FOOT WIDE STRIP OF LAND ADJUTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THE TERM EXTERIOR LOTS IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ADDITION. THE SIXTEEN (16) FOOT WIDE EASEMENT MAY BE REDUCED TO "FOUR" (4) FEET WIDE WHEN THE ADJUTING LAND IS SURVEYED, PLATTED AND RECORDED. THE SUBDIVIDER SHALL GRANT PERMITAL EASEMENTS TO METROPOLITAN UTILITIES DISTRICT AND/OR BLACK HILLS ENERGY, THEIR SUCCESSORS AND ASSIGNS TO ERRECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRAULS AND OTHER RELATED FACILITIES AND TO EXTEND SURFACE PIPES FOR THE TRANSMISSION OF GAS AND WATER OIL, THROUGH, UNDER, AND ACROSS A THE (5) FOOT WIDE STRIP OF LAND ADJUTING ALL CURB-SIDE STREETS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, ETC. THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE ACCESS OR RIGHTS HEREBY GRANTED.

IN WITNESS WHEREOF WE DO HEREBY SET OUR HANDS THIS 24<sup>th</sup> DAY OF February, 2022.  
 David J. Heer, Trustee of the David and Ruth M. Heer Revocable Trust  
 Ruth M. Heer, Co. Trustee of the David and Ruth M. Heer Revocable Trust

**ACKNOWLEDGMENT OF NOTARY**  
STATE OF NEBRASKA  
COUNTY OF SARPY  
ON THIS 24<sup>th</sup> DAY OF February, 2022, I BEFORE ME, THE UNDERSIGNED, A PUBLICLY QUALIFIED AND COMMISSIONED NOTARY PUBLIC FOR SAID COUNTY, RECEIVED PERSONALLY APPEARED DAVID J. HEER AND RUTH M. HEER, PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSONS WHOSE NAMES APPEAR ON THIS PLAT AND THEY DO ACKNOWLEDGE THE FREEDOM, KNOWLEDGE AND VOLUNTARY ACT AND DEED.

DATE: 2-24-2022  
 APPROVAL OF BELLEVUE PLANNING COMMISSION  
 THIS PLAT OF HEER AND THEER ADDITION WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION THIS 16<sup>th</sup> DAY OF December, 2021.  
 APPROVAL OF BELLEVUE CITY COUNCIL  
 THIS PLAT OF HEER AND THEER ADDITION WAS APPROVED BY THE BELLEVUE CITY COUNCIL THIS 15<sup>th</sup> DAY OF February, 2022. MAY BE PLACED IN THE PUBLIC RECORDS IF FILED RECORDED WITHIN FORTY (40) DAYS OF THE ABOVE DATE.  
 APPROVED BY THE BELLEVUE CITY CLERK: Sharon K. Ruethe  
 APPROVED BY THE BELLEVUE CITY MAYOR: Paul G. Hill

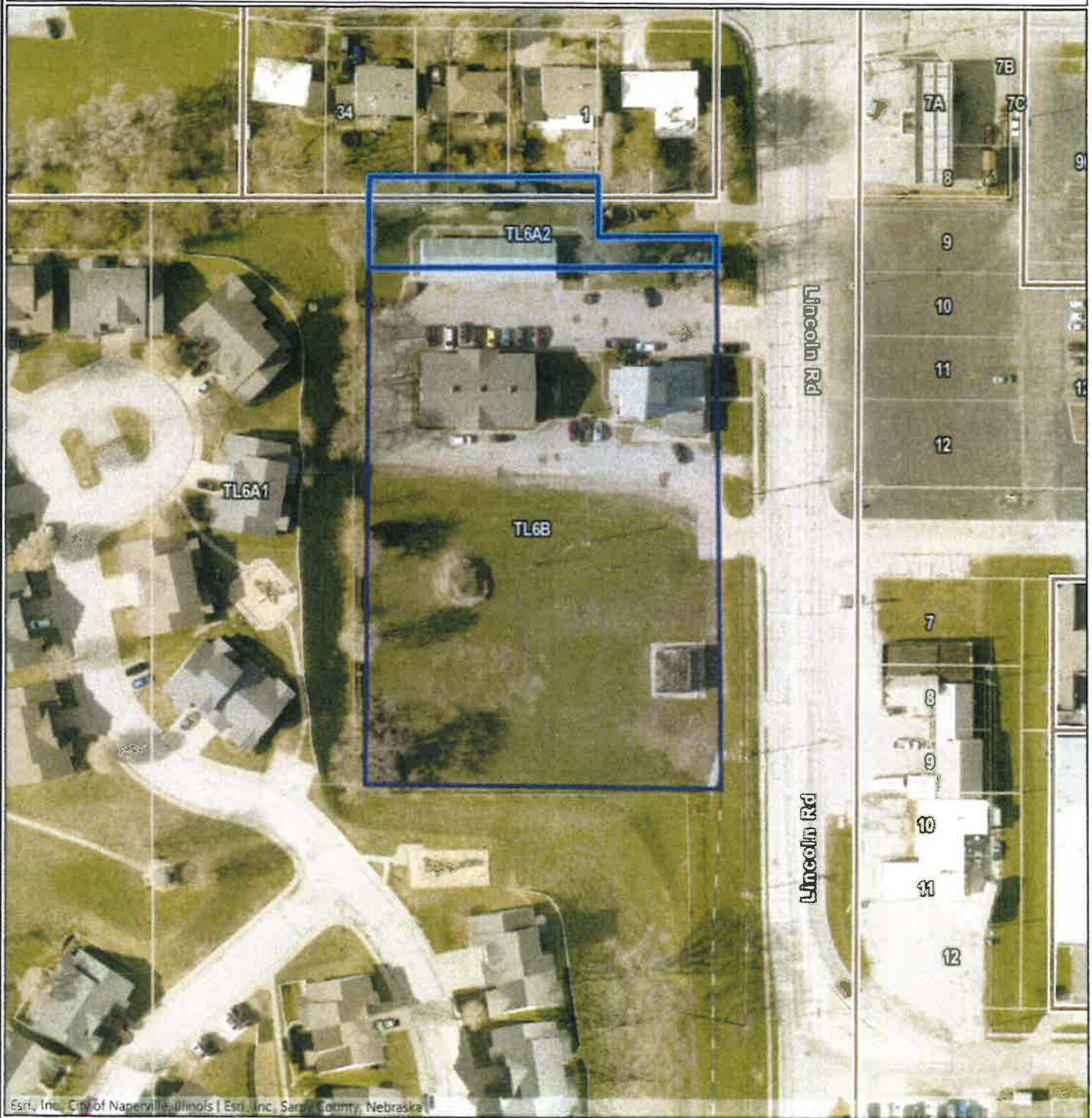
REVIEW BY SARPY COUNTY PUBLIC WORKS DEPARTMENT  
 THIS PLAT OF HEER AND THEER ADDITION WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE ON THIS 20<sup>th</sup> DAY OF February, 2022.  
 COUNTY TREASURER'S CERTIFICATION  
 THIS IS TO CERTIFY THAT I FIND NO RECORD OR SPECIAL TAXES DUE ON OR INCIDENT AGAINST THE PROPERTY AS DESCRIBED IN THIS PLAT AS SHOWN.  
 DATE: 21 March 2022

HEER AND THEER ADDITION  
BELLEVUE, NEBRASKA  
SMALL SUBDIVISION PLAT

HILL-FARRELL ASSOCIATES, INC.  
Surveyors  
Land  
Bellevue, NE 68123 (402) 291-6100

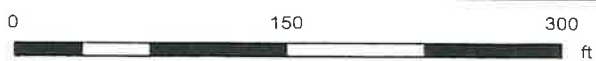


PROJECT NO.  
HEER AND THEER ADDITION



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

Notes



Map Scale 1: 1592

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.



## ORDINANCE NO. 4118

AN ORDINANCE TO VACATE THE PLAT OF LOTS 1 AND 2, HEER AND THEER ADDITION LOCATED AT OR ABOUT 2304 LINCOLN ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

WHEREAS, pursuant to Nebraska Revised Statutes a City of the First Class has the power to do all acts on relation to the concerns of the City necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Nebraska Revised Statutes, the powers of the City as a body are exercised by the Mayor & City Council; and,

WHEREAS, the Mayor & City Council has the authority to adopt ordinances, resolution, and other regulations, which shall have the force and effect of law; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 19-917, plats or additions to municipalities that have been previously processed and approved may be vacated or changed when such changes are deemed by the municipality to be advantageous and in its best interest; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 19-917, the owner or all the owners of lots or lands in a plat or addition to the municipality are required to petition the municipality to vacate all or part of the plat or addition; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 19-917, the Mayor & City Council are required to approve or decline an application for vacation of a final plat; and

WHEREAS, the applicants, Robbie Ryan (1<sup>st</sup> City Development LLC), John Jungers, and The David and Ruth Heer Revocable Trust, applied for the approval of vacation of the plat for Heer and Theer Addition, generally located near 2304 Lincoln Road.

WHEREAS, the City of Bellevue Planning Manager reviewed the application for the vacation of the plat for compliance with the Bellevue City Code and made a recommendation of approval. Attached hereto and incorporated by reference, is the Application, Approval, aerial map of the property and a copy of the Plat.

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

I. Heer and Theer Addition consists of Lots 1 and 2 as platted and recorded in Sarpy County on March 25, 2022, located in the Southwest  $\frac{1}{4}$  of Section 36, T14N, R14E, of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

II. The current approved plat contains an inaccurate boundary description.

III. The proposed vacation of the plat of Heer and Theer Addition is in conformity with Bellevue City Code and is deemed to be advantageous and in its best interest of the City of Bellevue.

IV. The Planning Manager recommends approval.

BE IT FURTHER RESOLVED THAT the plat of a subdivision known as Heer and Theer Addition, located in the Southwest  $\frac{1}{4}$  of Section 36, T14N, R14E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska is deemed to be advantageous and in its best interest of the City of Bellevue, Nebraska and is hereby vacated.

ADOPTED AND APPROVED this \_\_\_\_\_ day of April, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

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

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

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: April 4, 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 Lot 143, Nob Hill, from BG to RS-84 for the purpose of an existing single family residence. Applicant: Chris Lake Properties, LLC. General location: 608 Nob Hill Terrace.

SYNOPSIS/BACKGROUND:

Pat Sullivan, on behalf of Chris Lake Properties, LLC, is requesting a change of zone for Lot 143, Nob Hill, from BG to RS-84 for an existing single family residence. With its current commercial zoning, the single family residence is considered legal non conforming. This request will bring the property into conformance with the current zoning regulations.

FISCAL IMPACT:  No  BUDGETED FUNDS?:  GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

1. PC recommendation	2. Staff Report	3. Ord. No. 4119
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:

*Shirley C. Phillips*  
*[Signature]*  
*[Signature]*

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Chris Lake Properties, LLC

Case #: Z-2302-04

CITY COUNCIL HEARING DATE: April 18, 2023

REQUEST: to rezone Lot 143, Nob Hill, from BG (General Business Zones) to RS-84 (Single-Family Residential – 8,400 Square Foot Zone) for the purpose of an existing single-family residence.

On March 23, 2023, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

**Approval:** based upon the lack of perceived negative impact upon the surrounding area.

VOTE:

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

Planning Commission Hearing (s) was held on: March 23, 2023

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT # 2

**CASE NUMBERS:** Z-2302-04

**FOR HEARING OF:**

**REPORT #1:** March 23, 2023

**REPORT #2:** April 18, 2023

### **I. GENERAL INFORMATION**

#### **A. APPLICANT:**

Chris Lake Properties, LLC  
1246 Golden Gate Drive, Suite 1  
Papillion, NE 68046

#### **B. PROPERTY OWNER:**

Chris Lake Properties, LLC  
1246 Golden Gate Drive, Suite 1  
Papillion, NE 68046

#### **C. GENERAL LOCATION:**

608 Nob Hill Terrace

#### **D. LEGAL DESCRIPTION:**

Lot 143, Nob Hill, located in the Northwest ¼ of Section 23, T14N, R13E of the 6th P.M., Sarpy County, NE.

#### **E. REQUESTED ACTIONS:**

Rezone Lot 143, Nob Hill, located in the Northwest ¼ of Section 23, T14N, R13E of the 6th P.M., Sarpy County, NE., from BG to RS-84.

#### **F. EXISTING ZONING AND LAND USE:**

BG, Single Family Residential

**G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain approval of a change of zone to bring a legal nonconforming use into conformance with the Zoning Ordinance.

**H. SIZE OF SITE:**

The site is approximately .23 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

The site is presently developed with a single family residence constructed in 1966.

**B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**

- 1. **North:** Single Family Residential, BG-72
- 2. **East:** Single Family Residential, RS-84
- 3. **South:** Single Family Residential, BG
- 4. **West:** Commercial, BG

**C. REVELANT CASE HISTORY:**

On March 23, 2023, the Planning Commission recommended approval of a request to rezone Lot 143, Nob Hill, located in the Northwest ¼ of Section 23, T14N, R13E of the 6th P.M., Sarpy County, NE., from BG to RS-84, for the purpose of existing single family residential.

**D. APPLICABLE REGULATIONS:**

- 1. Section 5.09, Zoning Ordinance, regarding RS-84 uses and requirements.

**III. ANALYSIS**

**A. COMPREHENSIVE PLAN:**

The Future Land Use Map of the Comprehensive Plan designates this area as commercial.

**B. OTHER PLANS:**

None

**C. TRAFFIC AND ACCESS:**

1. There is no MAPA traffic data available for this location.
2. This property has access from an existing driveway off Nob Hill Terrace.

**D. UTILITIES:**

All utilities are available to this location.

**E. ANALYSIS:**

1. Chris Lake Properties, LLC has submitted a request to rezone Lot 143, Nob Hill, from BG to RS-84.
2. The property is currently developed with a single family residence. Sarpy County records indicate the house was built in 1966.
3. Based on its age, the present use of a single family residence in a commercial zone is considered a legal nonconforming use. In the prior Zoning Ordinance, single family residential was allowed in BG (General Business) due to pyramid zoning. In the 2011 update pyramid zoning was removed from the Zoning Ordinance. The requested change of zone would bring this property into conformance.
4. The requested RS-84 (Single Family Residential, 8,400 Square Foot) zoning is consistent with the zoning designation of the adjacent residential neighborhood to the east.

The property meets the RS-84 lot requirements.

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, 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.

No comments were received on this case.

6. This property is designated for commercial use in the Future Land Use Map of the Comprehensive Plan. Staff believes this was done in error based on its existing zoning. This lot is part of a long-established single family residential neighborhood. The designation will be corrected as part of our upcoming Comprehensive Plan update.

**F. TECHNICAL DEFICIENCIES:**

None

**IV. DEPARTMENT RECOMMENDATION**

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

**V. PLANNING COMMISSION RECOMMENDATION**

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

**VI. ATTACHMENTS TO REPORT**

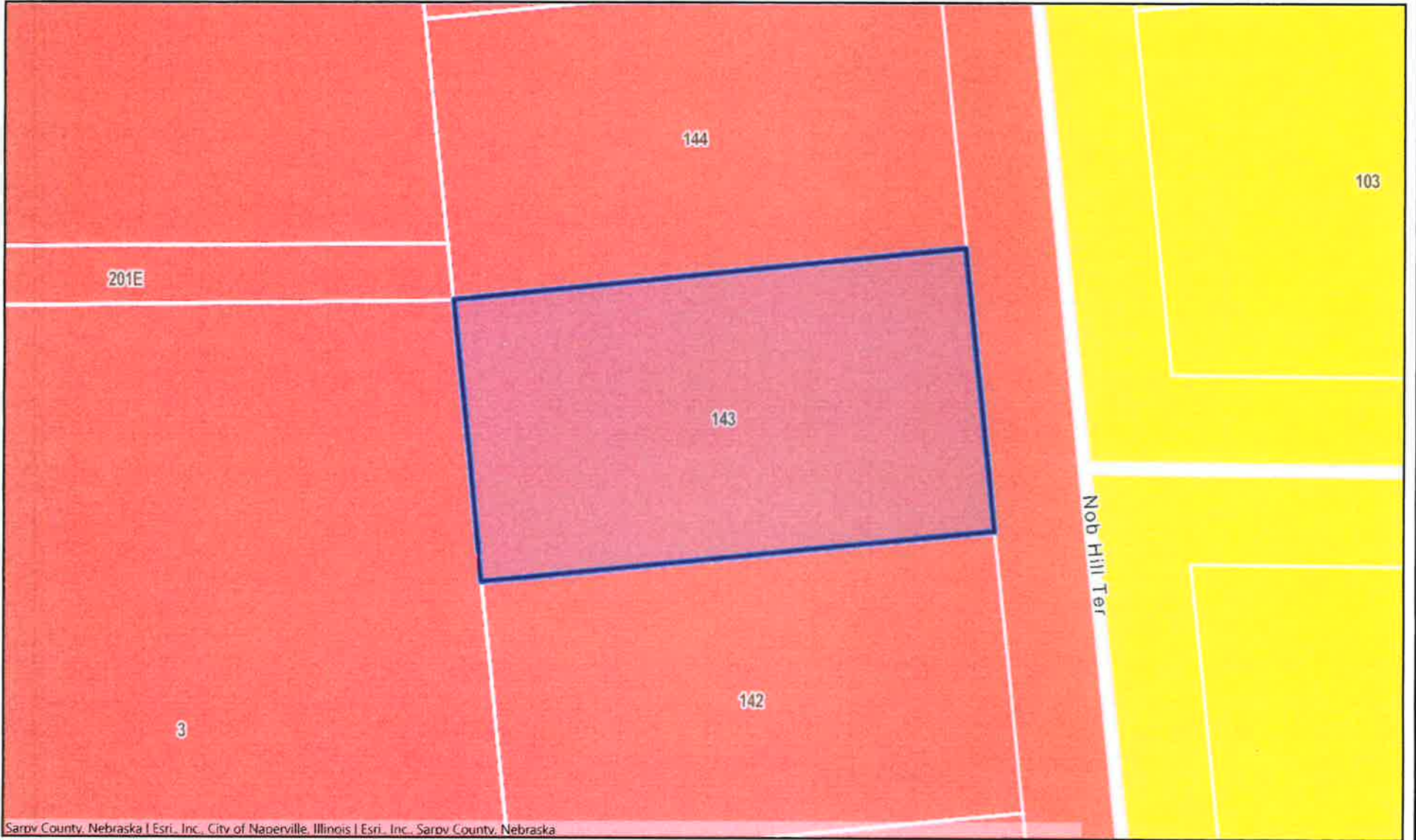
1. Vicinity map/Zoning Map
2. 2022 GIS aerial photo of the property
3. Justification letter received from Patrick Sullivan on February 16, 2023

**VII. COPIES OF REPORT TO:**

1. Chris Lake Properties, LLC, Attn: Patrick Sullivan
2. Public Upon Request

  
Assistant Planning Manager

 03/28/23  
Planning Manager Date of Report



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

0 50 100 ft

Map Scale 1: 564

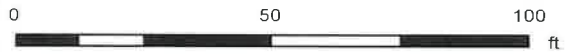
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Notes



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



Map Scale 1: 564

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Notes



## JUSTIFICATION OF THE ZONING CHANGE

### LOT 143 NOB HILL

The property was zoned BG General Business many years ago despite the fact that all of the properties west and adjacent to Nob Hill Terrace has been single-family, residential homes. The zoning of BG at the time allowed for single-family residential due to "pyramid" zoning application. In 2011, the City removed pyramid zoning from its code, literally causing 16 homes to be stripped of compliance and conformity with the zoning code, and became non-conforming lots. Non-conforming lots are subject to a lack of ability to secure lending due to the nonconforming use. The nonconforming use is subject to total removal of the structures if damaged by 60% or more. Banks do not want collateral with this risk. The 60% rules also creates an insurance risk so insurance coverage is more expensive. The City, despite being the one that created this problem, does not want to take it upon itself to resolve this unconscionable consequence. Accordingly, the applicant is justified in its request that it is zoned RS-84.

RECEIVED

FEB 16 2023

PLANNING DEPT.

ORDINANCE NO. 4119

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 4104 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 608 NOB HILL TERRACE, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lot 143, Nob Hill, located in the Northwest ¼ of Section 23, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

From BG (General Business Zone to RS-84 (Single-Family Residential – 8,400 Square Foot Zone).

(Chris Lake Properties, LLC)

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, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: <b>April 4, 2023</b>		SUBMITTED BY: <b>Tammi Palm, Planning Manager</b>	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

**Request to rezone Lot 1D, Pleasant Hill or Martin's Subdivision, from RS-72 to BG for the purpose of a daycare center. Applicant: Twins Daycare, LLC. General location: 7952 South 25th Street.**

SYNOPSIS/BACKGROUND:

Twins Daycare, LLC is requesting a change of zone for Lot 1D, Pleasant Hill or Martin's Subdivision, from RS-72 to BG for the purpose of a daycare facility. No site plan approval is required with this request. At the Planning Commission meeting, the applicant indicated the commercial daycare would operate 24 hours/7 days per week. This property is surrounded by residential zoning. Staff has concerns regarding spot zoning and traffic impact with this request.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

**The Planning Department and Planning Commission are recommending denial of this request.**

ATTACHMENTS:

1. <input type="text" value="PC Recommendation"/>	2. <input type="text" value="Staff Report"/>	3. <input type="text" value="Ord. No. 4120"/>
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:

*Linnea L. Stallan*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Twins Daycare, LLC

Case #: Z-2302-03

CITY COUNCIL HEARING DATE: April 18, 2023

REQUEST: to rezone Lot 1D, Pleasant Hill or Martin's Subdivision, from RS-72 (Single-Family Residential – 7,200 Square Foot Zone) to BG (General Business) for the purpose of a daycare center.

On March 23, 2023, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

**Denial:** based upon the incompatibility with the existing residential zoning, the perceived negative impact on the surrounding area, and lack of conformance with the Comprehensive Plan.

VOTE:

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

Planning Commission Hearing (s) was held on: March 23, 2023

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2302-03

FOR HEARING OF:

REPORT #1: March 23, 2023

REPORT #2: April 18, 2023

### I. GENERAL INFORMATION

#### A. APPLICANT:

Twins Daycare, LLC  
2402 N Street  
Omaha, NE 68107

#### B. PROPERTY OWNER:

Raccoon LLC  
2209 Erin Circle  
Papillion, NE 68048

#### C. GENERAL LOCATION:

7952 South 25<sup>th</sup> Street

#### D. LEGAL DESCRIPTION:

Lot 1D, Pleasant Hill or Martin's Subdivision, located in the Southeast ¼ of Section 16, T14N, R13E of the 6th P.M., Sarpy County, NE.

#### E. REQUESTED ACTIONS:

Rezone Lot 1D, Pleasant Hill or Martin's Subdivision, located in the Southeast ¼ of Section 16, T14N, R13E of the 6th P.M., Sarpy County, NE, from RS-72 to BG.

#### F. EXISTING ZONING AND LAND USE:

RS-72/Vacant

**G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain approval of a change of zone to facilitate construction of a daycare center and preschool facility.

**H. SIZE OF SITE:**

The site is approximately 4.81 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

The site is presently vacant and covered in vegetation.

**B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**

1. **North:** Chandler View Elementary School, RS-72
2. **East:** General Residential (across South 25<sup>th</sup> Street), RG-20-PS
3. **South:** Residential Estates, RE
4. **West:** Single Family Residential (ATS Mobile Telephone Tower), RS-72

**C. REVELANT CASE HISTORY:**

On March 23, 2023, the Planning Commission recommended denial of a request to rezone Lot 1D, Pleasant Hill or Martin’s Subdivision, located in the Southeast ¼ of Section 16, T14N, R13E of the 6th P.M., Sarpy County, NE, from RS-72 to BG for the purpose of a daycare facility.

**D. APPLICABLE REGULATIONS:**

1. Section 5.22, Zoning Ordinance, regarding General Business District.

**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. The 2020 MAPA Traffic Flow Chart estimates 4,505 vehicles per day along

South 25<sup>th</sup> Street, south of the intersection of South 25<sup>th</sup> Street and West Chandler Road.

2. This property has access from South 25<sup>th</sup> Street.

**D. UTILITIES:**

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

**E. ANALYSIS:**

1. Merlyn Menjivar, on behalf of Twins Daycare, LLC, has submitted a request to rezone Lot 1D, Pleasant Hill or Martin's Subdivision, for the purpose of constructing a daycare center and preschool facility.
2. This property is presently zoned RS-72 (Single-family Residential, 7,200 Square Foot Minimum). The applicant is requesting a change of zone to BG (General Business) which allows for a wide range of retail and service establishments. No platting is being requested at this time.
3. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, and the Omaha Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Matt Knight, Public Works Engineer, commented, "Given the wide range of uses permitted under a BG zoning district, Public Works would be concerned with the potential traffic impacts associated with this 5-acre lot under this type of zoning. The high volume of traffic that could be generated by certain uses (e.g., fast food restaurant, gasoline station-both permitted uses) would likely be problematic, particularly with this lot's proximity to Chandler View Elementary School."

No other comments were received on this case.

4. The intent of the BG district is to provide for a wide range of retail and service establishments.

The requested BG zoning would remain with the land, thereby allowing for permitted uses such as the following: carwash, convenience store with fuel sales, grocery store, microbrewery, restaurant, service garage, and hotel.

5. The Future Land Use Map of the Comprehensive Plan designates this area as medium density residential. This request goes against the Comprehensive Plan.

6. Staff believes the more intense BG (General Business) zoning district is not appropriate for this particular lot based on the existing character of the neighborhood and potential traffic impacts. In Staff's opinion this would be considered spot zoning. Spot zoning is the process of singling out a small parcel of land for a use classification totally different from that of the surrounding area for the benefit of the owner of such property, and to the detriment of other owners. Staff does not believe this intense zoning district would be compatible with the adjacent RS-72, RG-20-PS, and RE zoned properties.
7. Due to its size of approximately 5 acres, this property could be subdivided into several lots once rezoned commercial, which would create additional density that could be used for more intense purposes and cause further negative impact to the surrounding area.

**F. TECHNICAL DEFICIENCIES:**

None

**IV. DEPARTMENT RECOMMENDATION**

DENIAL of the change of zone based upon the incompatibility with the existing residential zoning, the perceived negative impact on the surrounding area, and lack of conformance with the Comprehensive Plan.

**V. PLANNING COMMISSION RECOMMENDATION**

DENIAL of the change of zone based upon the incompatibility with the existing residential zoning, the perceived negative impact on the surrounding area, and lack of conformance with the Comprehensive Plan.

**VI. ATTACHMENTS TO REPORT**

1. Vicinity map/Zoning Map
2. 2022 GIS aerial photo of the property
3. Justification letter received from Merlyn Menjivar on February 13, 2023
4. Email Ginger Rudeen received March 22, 2023
5. Email received from Gary and Kathy Povondra received March 22, 2023
6. Email received from Mary Cannon received March 23, 2023
7. Email received from Camille Melara received March 23, 2023

**VII. COPIES OF REPORT TO:**

1. Twins Daycare, LLC, Attn: Merlyn Menjivar
2. Nebraska Management & Construction
3. Ryan S. Galer
4. Racoon, LLC, Attn: Timothy P. Engler
5. Public Upon Request

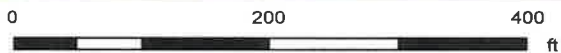
  
Assistant Planning Manager

  
Planning Manager

03/28/23  
Date of Report



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



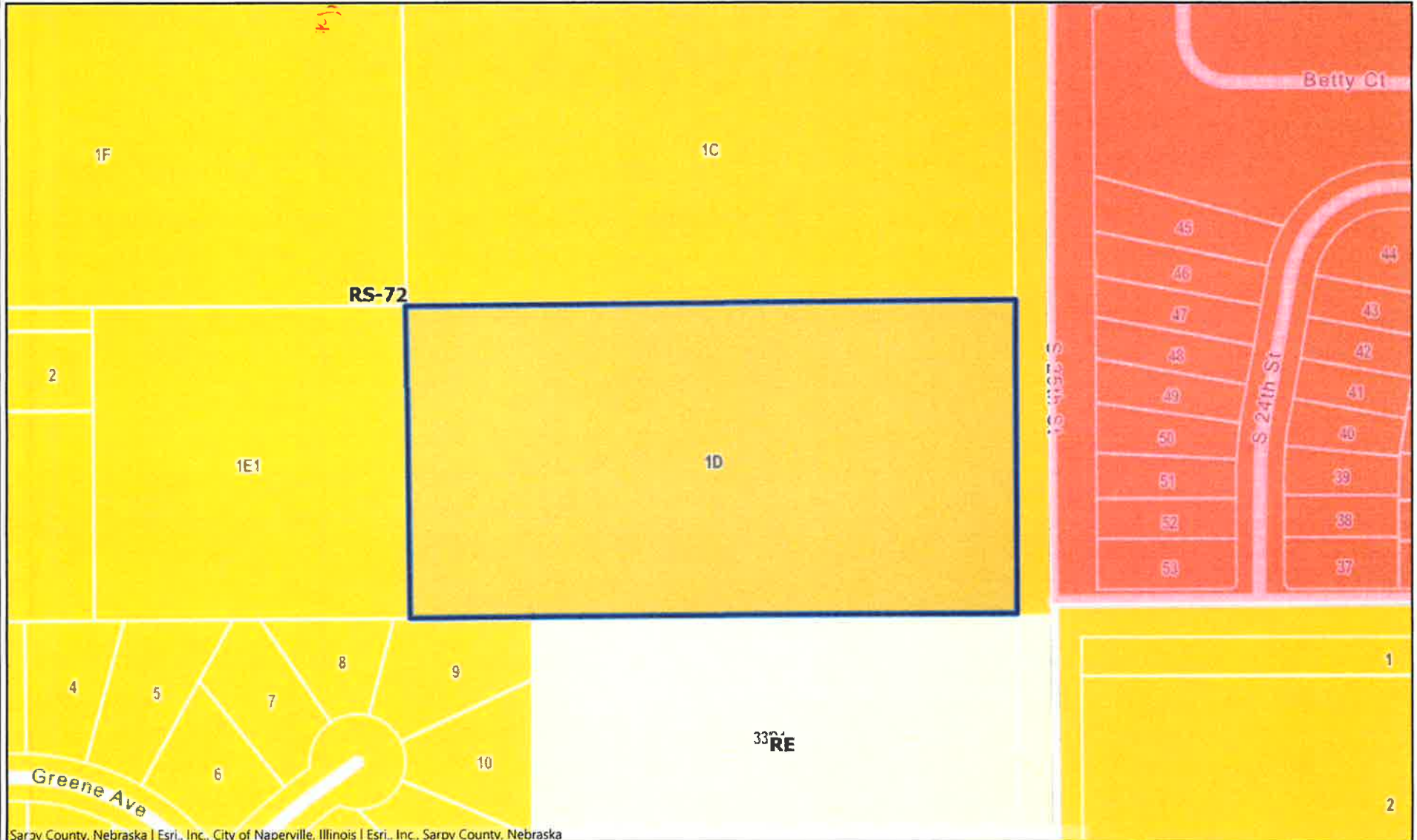
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Notes



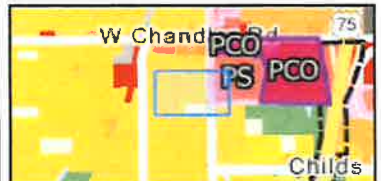


Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska



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



## JUSTIFICATION LETTER

February 14, 2023

From: Twins Daycare LLC.  
% Merlyn Menjivar  
2402 "N" Street  
Omaha, NE 68107  
402-884-2402  
E-Mail: [twinsdaycare2014@gmail.com](mailto:twinsdaycare2014@gmail.com)

To: Tammi L. Palm - Planning Manager  
City of Bellevue  
1510 Wall Street  
Bellevue, NE 68005  
402-293-3026  
E-Mail: [tammi.palm@bellevue.net](mailto:tammi.palm@bellevue.net)

Subject: Justification letter

The reason for requesting rezoning from residential zoning to BG Commercial zoning is the need of Childcare and Preschool facility in the working community.

This parcel # 010424539 location is 5.1 Acres and large enough to accommodate a state of the arts Daycare Center and Preschool to fill the needs of working parents. The parcel is large enough to have a variety of activities and a safe traffic flow of dropping and picking up of children and staff.

Thank you,

Merlyn Menjivar

RECEIVED  
FEB 13 2023  
PLANNING DEPT.

## Tammi Palm

---

**From:** Ginger Bellows <gbellows\_24@yahoo.com>  
**Sent:** Wednesday, March 22, 2023 2:44 PM  
**To:** Tammi Palm  
**Subject:** [EXT] Twins daycare llc

Good afternoon, my name is Ginger Rudeen, and we live behind the lot that is under discussion of commercial use. We moved here 6 years ago and absolutely love our house. The biggest plus is the sunroom that looks out into that empty lot with forest. Some mornings/evenings we have deer, Fox, rabbits, eagles, coons, Turkey, and all kinds of birds. Our kids love seeing those gorgeous animals that have homes in those trees. We would be very sad to see that all change to commercial businesses. They already tore down all the trees on the other side of cedar island to put in a storage unit. Please consider not passing please.

Thank you for your time!

Sent from my iPhone

RECEIVED  
MAR 22 2023  
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## Tammi Palm

---

**From:** Kathy Povondra <1988kathy@cox.net>  
**Sent:** Wednesday, March 22, 2023 5:11 PM  
**To:** Tammi Palm  
**Subject:** [EXT] Case #Z-2302-03- twins daycare LLC

Dear Tammi: I've lived here 34+ years. I'm Anamont I don't want this to happen to my neighborhood. I know what your trying to do. Your trying to ruin this neighborhood. I'm totally against this daycare. Twins Daycare LLC. We are #6 in your proposed project. Its not in me and my husband's best interest. Thanks Gary and Kathy Povondra 7910 Greene circle.

Sent from my iPad

RECEIVED  
MAR 22 2023  
PLANNING DEPT.

## Tammi Palm

---

**From:** Mary cannon <cannonmary319@gmail.com>  
**Sent:** Thursday, March 23, 2023 6:02 AM  
**To:** Tammi Palm  
**Subject:** [EXT] Rezoning lot 1D pleasant hill

Rezoning for business is inappropriate for this mostly single family residence area. The area is already heavily trafficked with a school and new apartment complex

Sent from my iPhone

RECEIVED  
MAR 23 2023  
PLANNING DEPT.

## Tammi Palm

---

**From:** Camille Melara <camillemelara@gmail.com>  
**Sent:** Thursday, March 23, 2023 11:19 AM  
**To:** Tammi Palm  
**Subject:** [EXT] Rezoning on 25th St between Chandler and Cornelia

Ms. Palm,

We live just one block away from the proposed rezoning property on 25th Street and I would like to share why I am in opposition. Traffic along 25th Street is already substantial during rush hour traffic and start and end of school(at Chandler View). Twenty-fifth street is currently one lane and the addition of frequent cars coming and going from a day care would add further congestion. In addition, the property in question backs up to numerous properties on Cornelia St that have grown accustomed to a field in the back with wildlife. Current home owners have made attempts to purchase portions of the property in question to extend their properties with no desire from the property owner. These home owners will have there quality of living substantially altered if this property is rezoned for what may be a daycare initially but with the potential for other businesses in the future. This rezoning would substantially and negatively affect the surrounding neighborhood.

Please feel free to contact me if you have any further questions. Also, please include my comments with the proposal as the administrative assistant said was typical process.

Thank you for your time!

Camille Melara

RECEIVED  
MAR 23 2023  
PLANNING DEPT.

ORDINANCE NO. 4120

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 4104 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 7952 SOUTH 25<sup>TH</sup> STREET, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lot 1D, Pleasant Hill or Martin’s Subdivision, located in the Southeast ¼ of Section 16, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska

From RS-72 (Single-Family Residential – 7,200 Square Foot Zone) to (BG General Business Zone).

(Twins Daycare, LLC)

Section 2. Except as amended herein, the official zoning map and the classification shown therein shall remain as heretofore existing.

Section 3. This ordinance shall take affect and be in force from and after its adoption and publication according to law.

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

APPROVED AS TO FORM:

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

ATTEST

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

\_\_\_\_\_  
Mayor

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: April 4, 2022		SUBMITTED BY: Tammi Palm, Planning Manager	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to approve park expenditure in the amount of \$380,983.05 for Sanitary and Improvement District No. 243 Clearwater Falls.

SYNOPSIS/BACKGROUND:

Section 7-23, Subdivision Regulations, requires a Sanitary and Improvement District to get Council approval for park expenditures. SID #243 (Clearwater Falls) is requesting park improvements in the amount of \$380,983.05. The SID is requesting to install a volleyball court, pickleball court, and soccer field, along with a connecting trail and landscaping. Staff has reviewed the plans and found them acceptable.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department is recommending approval of this request.

ATTACHMENTS:

1. Resolution No. 2023-08	2. Project Bid Sheet	3. Engineering documents from E & A
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:

*Tammi Palm*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_



E & A CONSULTING GROUP, INC.

Engineering Answers

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

3/28/2023

PROJECT: SID 243 - Sarpy County, NE - Clearwater Falls NORTH 2023 Park Improvements

JOB # 2005.198.016

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	6' x 5" CONCRETE SIDEWALK W/ SUBGRADE PREP & BACKFILL	1,722	SF	\$ 8.50	\$ 14,637.00
2	8' x 5" CONCRETE SIDEWALK W/ SUBGRADE PREP & BACKFILL	1,365	SF	\$ 8.50	\$ 11,602.50
3	5" CONCRETE (BENCH & TRASH RECEPTACLE PAD AREAS)	68	SF	\$ 8.50	\$ 578.00
4	6" FIBER MESH 300 CONCRETE W/ 6" AGGREGATE BASE (PICKLEBALL COURT)	7,392	SF	\$ 11.50	\$ 85,008.00
5	PICKLEBALL COURT STRIPING AND PAINT	1	LS	\$ 2,000.00	\$ 2,000.00
6	PICKLEBALL COURT NETS & POSTS	1	LS	\$ 8,000.00	\$ 8,000.00
7	6' PARK BENCH	2	EA	\$ 1,000.00	\$ 2,000.00
8	TRASH RECEPTACLE	1	EA	\$ 1,000.00	\$ 1,000.00
9	42" TALL BLACK STANDARD CHAIN LINK FENCE (PICKLEBALL/TENNIS COURT)	46	LF	\$ 82.00	\$ 3,772.00
10	10' TALL BLACK STANDARD CHAIN LINK FENCE (PICKLEBALL/TENNIS COURT)	290	LF	\$ 122.00	\$ 35,380.00
11	VOLLEYBALL COURT 50' x 80'	1	LS	\$ 25,500.00	\$ 25,500.00
	5' SAFE ZONE (ALL 4 SIDES)				
	12" MINIMUM (120 TON #10 MASONRY SAND)				
	MIRIFI 140N FABRIC				
	2 HIGH 6" x 6" TREATED SUNTIES BORDER				
	BISON NET SUB 50/50 SYSTEM				
12	4" PERF. DRAIN PIPE (WRAPPED W/ 3/4" CRUSHED ROCK & FABRIC) (V-BALL COURT)	90	LF	\$ 40.00	\$ 3,600.00
13	6" SOLID DRAIN PIPE	90	LF	\$ 25.00	\$ 2,250.00
14	CONNECT DRAIN PIPE TO EXISTING PIPE	1	LS	\$ 400.00	\$ 400.00
15	SEED ALL DISTURBED AREAS - TYPE A	2	AC	\$ 4,000.00	\$ 8,000.00
16	MAT ALL DISTURBED AREAS - NORTH AMERICAN GREEN	9,680	SY	\$ 2.50	\$ 24,200.00
17	CONSTRUCT EXISTING PARK TREE PROTECTION FENCE	7	EA	\$ 50.00	\$ 350.00
18	PARK TREES	4	EA	\$ 600.00	\$ 2,400.00
19	SITE GRADING (BALANCED)	1	LS	\$ 35,000.00	\$ 35,000.00
20	CONSTRUCT SILT FENCE	365	LF	\$ 5.00	\$ 1,825.00
21	INSTALL CONSTRUCTION ENTRANCE	1	LS	\$ 2,500.00	\$ 2,500.00
A	RELOCATION OF SOCCER FIELD	1	LS	\$ 15,600.00	\$ 15,600.00
B	SPORTS COURT SURFACING	1	LS	\$ 15,400.00	\$ 15,400.00
C	8' x 6" CONCRETE SIDEWALK W/ SUBGRADE PREP & BACKFILL	1,365	SF	\$ 1.00	\$ 1,365.00
TOTAL ESTIMATED CONST. COST:					\$ 302,367.50
ADMIN COST:					\$ 78,615.55
TOTAL COST:					\$ 380,983.05

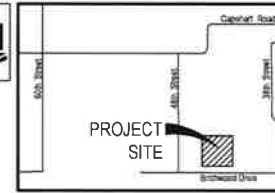
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 MAR 28 2023  
 PLANNING DEPT.

# Improvement Plans for CLEARWATER FALLS

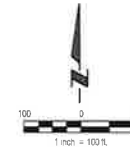
## 2023 PARK IMPROVEMENTS

SID NO. 243

Sarpy County, Nebraska



VICINITY MAP

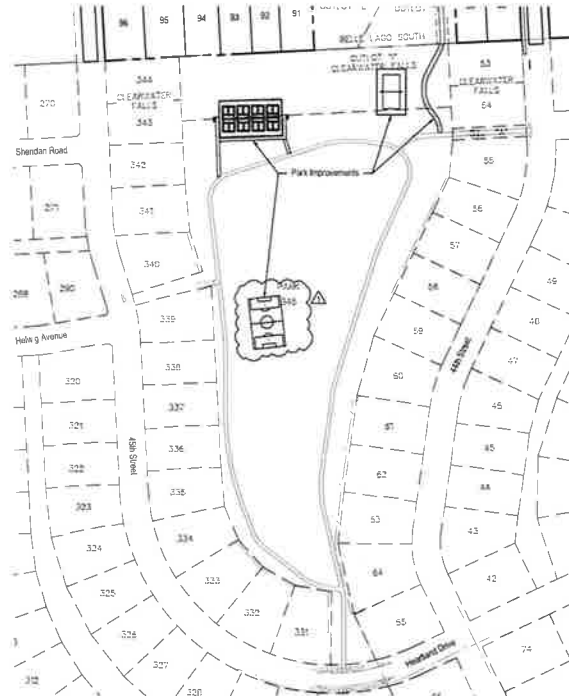


### INDEX OF SHEETS

SHEET No.	DESCRIPTION
1.	COVER SHEET
2.	GRADING PLAN
3.	DIMENSION & AMENITY PLAN - VOLLEYBALL COURT
4.	DIMENSION & AMENITY PLAN - SOCCER FIELD
5.	TRAFFIC PLAN
6.	LANDSCAPE PLAN
7.	CONSTRUCTION DETAILS



ITEM	DESCRIPTION	QUANTITY	UNIT
1.	6-4" CONCRETE SIDEWALK W/ SURGRADE PREP & BACKFILL	7,722	SF
2.	4" x 8" CONCRETE SIDEWALK W/ SURGRADE PREP & BACKFILL	1,368	SF
3.	CONCRETE TO BENCH PAVEMENT TO PROTECT RECEPTIVE ZONE	1	SF
4.	6" FIBER MESH 300 CONCRETE W/ 4" AGGREGATE BASE (PICKLEBALL COURT)	7,392	SF
5.	PICKLEBALL COURT STRIPING AND PAINT	1	LS
6.	PICKLEBALL COURT NETS & POSTS	1	EA
7.	8" PINE BENCH	2	EA
8.	TRASH RECEPTACLE	1	EA
9.	42" TALL BLACK STANDARD CHAIN LINK FENCE (PICKLEBALL COURT)	46	LF
10.	10' TALL BLACK STANDARD CHAIN LINK FENCE (PICKLEBALL COURT)	290	LF
11.	VOLLEYBALL COURT 50' x 50'	1	LS
12.	10' SAFE ZONE (ALL 4 SIDES)		
13.	12" MINIMUM (20 TON #10 MASONRY SAND)		
14.	MINIPT HIGH FABRIC		
15.	2 HIGH 6 1/2" TREATED SUNTITE BORDER		
16.	BISON NET SUB SOFO SYSTEM		
17.	4" PERFORATED DRAIN PIPE (WRAPPED WITH 3/4" CORUSHED ROCK & FABRIC) (V-BALL COURT)	90	LF
18.	6" SOLID DRAIN PIPE	90	LF
19.	CONNECT DRAIN PIPE TO EXISTING PIPE	1	LS
20.	SEED ALL DISTURBED AREAS - TYPE A	2	AC
21.	MAT ALL DISTURBED AREAS - NORTH AMERICAN GREEN	5,660	SY
22.	CONSTRUCT EXISTING PARK TREE PROTECTION FENCE	7	EA
23.	PARK TREES	4	EA
24.	SITE GRASSES (BALANCED)	1	LS
25.	CONSTRUCT SILT FENCE	365	LF
26.	INSTALL CONSTRUCTION ENTRANCE	1	EA
27.	SOCCER GOAL POSTS WITH NET	1	EA
28.	SPORTS SURFACING FOR PICKLEBALL COURTS	1	LS



### GENERAL NOTES

- All work shall be performed in accordance with the City of Omaha Standard Specifications for Public Works Construction, 2020 Edition, and any current revisions or amendments thereto. The City of Omaha Parks Department standards and the Special Provisions for this project shall apply, and the Contractor shall perform in accord therewith.
- The Contractor shall be responsible to construct a completed park as shown in these plans to include the approximate quantities. All park equipment shall be assembled according to the manufacturer's approximate quantities recommendations.
- It is the intent of these plans to permit the Contractor to supply any of the materials or equipment specified or offer an equivalent. The Engineer shall determine whether the material or equipment offered is equivalent to that specified. Whenever any particular material or equipment is indicated by name, proprietary or brand name, or by name of manufacturer, such wording is used for the purposes of facilitating its description and shall be deemed to be followed by the word "or equal". The Contractor may offer any material or equipment which he considers to be equivalent to that indicated.
- Reference to "Standard Plans" refers to the City of Omaha's 2020 Standard Plan list. These Standard Plans can be found at <https://publicworks.cityofomaha.org/2020-standard-plans-list>
- Item # 21, install Construction Entrances. This item is intended to pay the Contractor for the installation, maintenance and removal of the construction entrance prior to seeding.
- All colors shall be specified by the Engineer.
- Contractor must have one person on staff and on site at all times during construction that is a current Certified Playground Safety Inspector (CPSI).
- Contractor must be Factory Certified for all playground equipment or must have installed a minimum of 10 of their playgrounds.
- Contractor must provide a minimum of 5 projects in the past 5 years of similar scope and size of project.

### LANDSCAPE NOTES

- Locate and verify the location of all underground utilities prior to the start of any construction. Care should be taken not to disturb any existing all lines during construction. Any damage to utilities or other improvements caused by the Contractor will be repaired at its cost to the Owner.
- All plant material shall be of good quality and sizes shall meet required size specifications.
- All plants are to be installed immediately after planting and then watered once a week for a period of two months from time of planting.
- All plant material shall be guaranteed to be in a live and healthy growing condition for two full growing seasons (two years) after final project acceptance or shall be replaced free of charge with the same grade and species including labor.
- Verify all dimensions and conditions prior to starting construction. The location of plant material is critical and shall be installed as indicated on plans. Field adjustments may be necessary based on field conditions (i.e., root ball and drip-irrigation contact). All adjustments must be approved by the landscape architect and engineer.
- The Landscape Contractor shall remove all construction debris and materials injurious to plant growth from planting pits and beds prior to soil filling with planting mix. All planting areas shall be free of weeds and debris prior to any work.
- Provide heavily produced structural hardwood mulch on all trees and in all planting beds to a 3-4 inch minimum depth. Mulch ring to extend 1'-0" minimum beyond planting pit.
- All trees are to be staked for a period of not less than one year from time of planting.

### GRAZING NOTES

- Topographic survey is by E&A Consulting Group, Omaha, NE (402) 865-4700. Contour interval is 2 foot.
- The Contractor shall take care to locate and protect existing utilities from damage caused by construction activities. Any damage which occurs to existing utilities is the responsibility of the Contractor and shall be repaired at the Contractor's expense.
- All dimensions and elevations marked with an asterisk (\*) shall be field verified prior to construction. Notify the Engineer of any conflicts with the drawings prior to construction.
- Grading shall be accomplished in accordance with Section 200 "Earthwork" of the Omaha Standard Specifications.
- Proposed contours and spot elevations are controls only and site shall be graded to a tolerance of +0.1 foot. All grading shall be smooth and continuous. All surfaces shall have positive drainage.
- Provide positive drainage at all times within the construction area and do not allow water to pond in excavation areas or next to structures. Maintain all existing drainage patterns except as modified by the plans.
- Take the necessary measures to prevent soil erosion during the construction process. This shall include the erosion and maintenance of all fencing at location indicated on the plans or required in the field to prevent soil loss or waterway pollution. Maintain all fences and remove sediment as required. Remove all fence only after establishment of new turf grass.
- Clear and grub all vegetation for areas to be graded. Separate organic material from associated topsoil and legally dispose of organic material off site.
- Minimum longitudinal sidewalk grade shall be 5% (20:1) unless indicated otherwise on the drawings. Notify the Engineer of any inability to achieve this maximum slope. Maximum cross slope shall be 2%. Where longitudinal slopes are allowed, 3% maximum, cross slope shall be 1%.

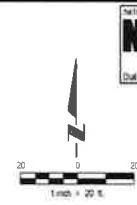
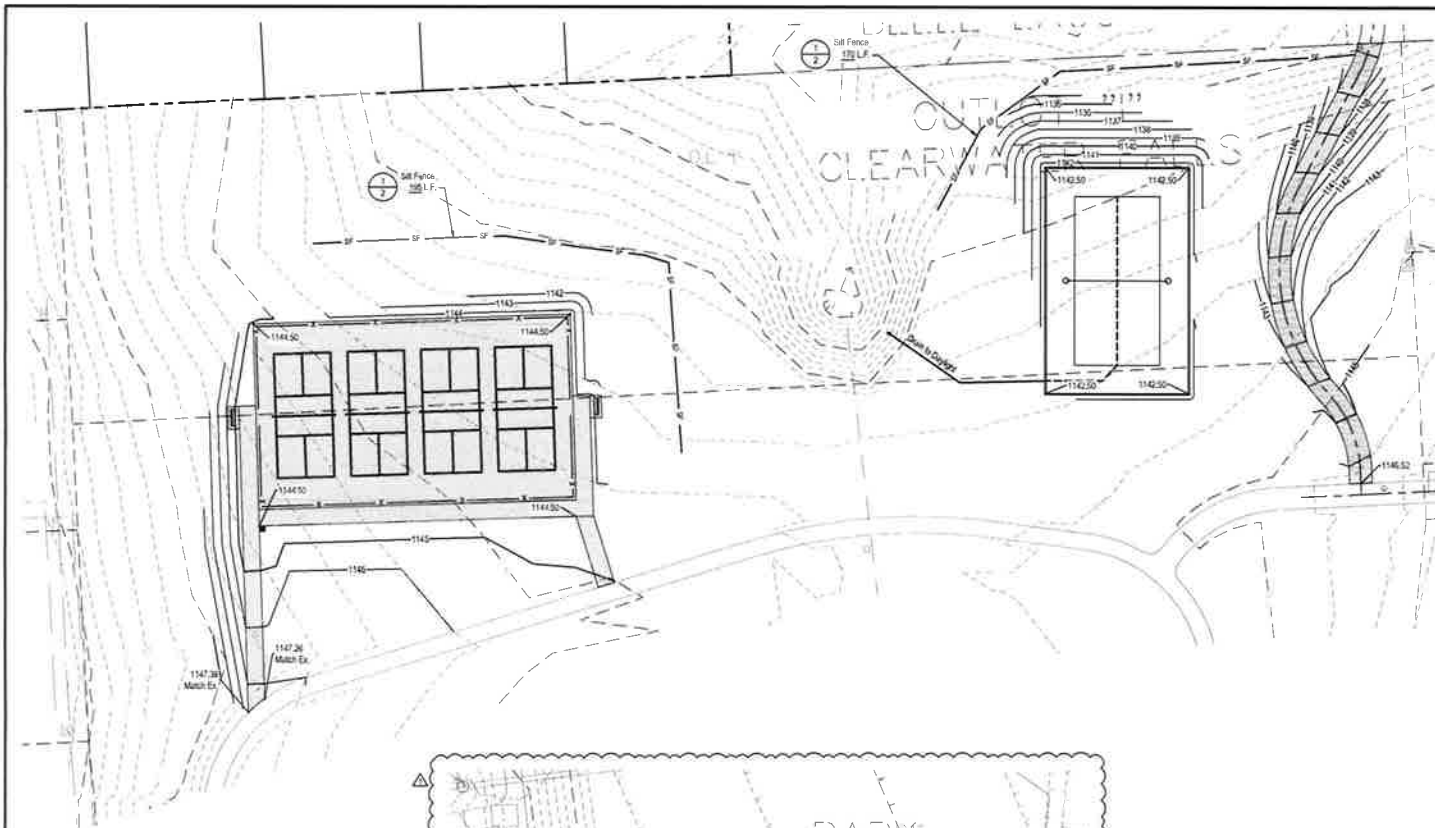
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Engineering • Planning • Environmental & Field Services



CLEARWATER FALLS  
2023 PARK IMPROVEMENTS  
SARPY COUNTY, NEBRASKA

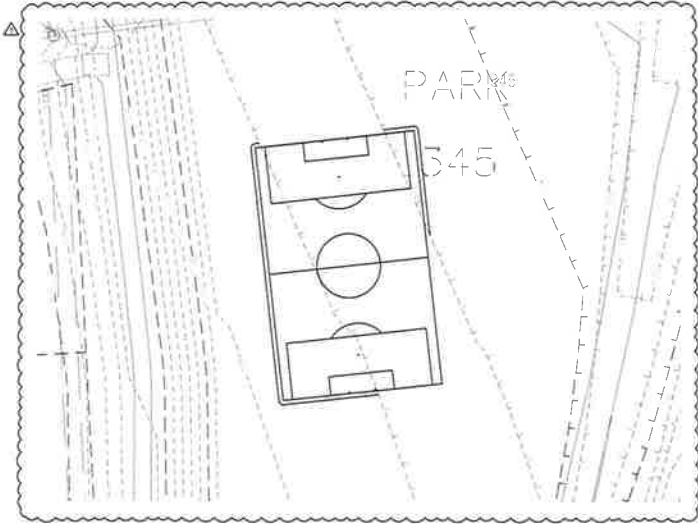
COVER SHEET

DATE	BY	REVISION
11/15/22	MM	ISSUED FOR PERMIT
11/15/22	MM	REVISION TO CITY COMMENTS
11/15/22	MM	REVISION TO CITY COMMENTS
11/15/22	MM	REVISION TO CITY COMMENTS
11/15/22	MM	REVISION TO CITY COMMENTS

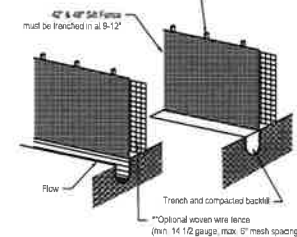


**LEGEND**

	Existing Contours
	Proposed Contours
	Proposed Spot Elevations
	Volleyball Court Drain Pipe - 4" Part. Pipe
	Volleyball Court Drain Pipe - 4" Solid Wall Pipe
	Silt Fence 120 LF
	Silt Fence 200 LF
	Black Standard Chain Link Fence



5'-6" min. steel studded 1" line posts @ 6' max. Spacing center to center for 42" silt fence or 5' max. Spacing center to center for 48" silt fence



**SILT FENCE**  
NOT TO SCALE

**NOTES**

1. Acceptable silt fence specifications- AOS (#20 - 50 Sieve), Water Flow Rate (50 gpm/ sq. ft. - 125 gpm/ sq. ft.), Tensile Strength (Gray - (Min.) 120 Warp or greater and Elongation (5-25%).
2. On each new run of silt fence spray paint the beginning of the run with 0402 and spray paint the end with the date of installation and LF of the run.
3. Silt fence should be securely fastened to each steel support post or to woven wire which in turn attached to the steel fence posts. A minimum of 3 ties are required for each post. To be located in the top 12" of the silt fence.
4. Steel posts which support the silt fence shall be installed on a slight angle toward the anticipated runoff source. (Include silt posts 25" Max. from vertical, toward flow)
5. Silt fence shall be trenched in with a silt fence plow so that the down slope face of the trench is flat and perpendicular to the line of flow.
6. Silt fence shall be removed when it has served its purpose to act as a block or impede storm flow or drainage.
7. Sediment trapped by the structure shall be uniformly distributed on the source area prior to topsoiling.

Nebraska 811  
Know what's below  
Call before you dig.  
811

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Engineering • Planning • Environmental & Field Services

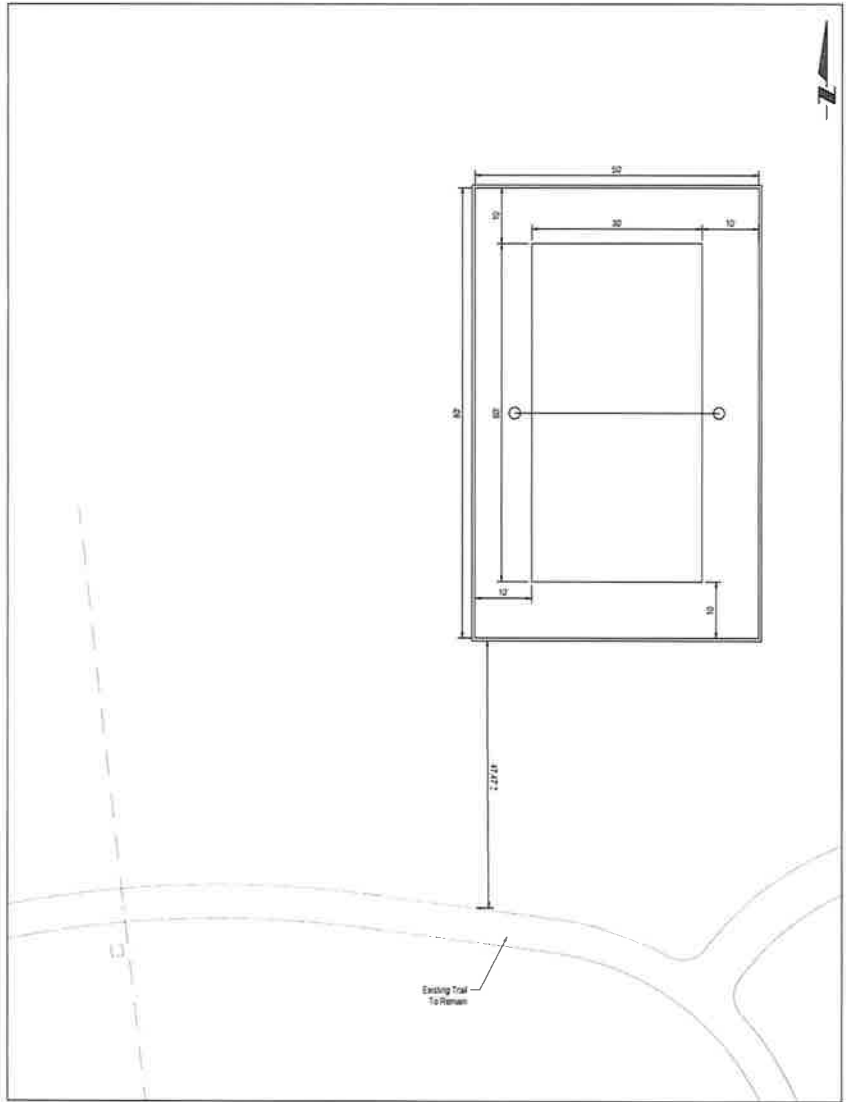
**E & A CONSULTING GROUP, INC.**  
Engineering Services

1819 W. 14th Street, Suite 100 • Omaha, NE 68154  
Phone: 402.491.9319  
www.eandagroup.com

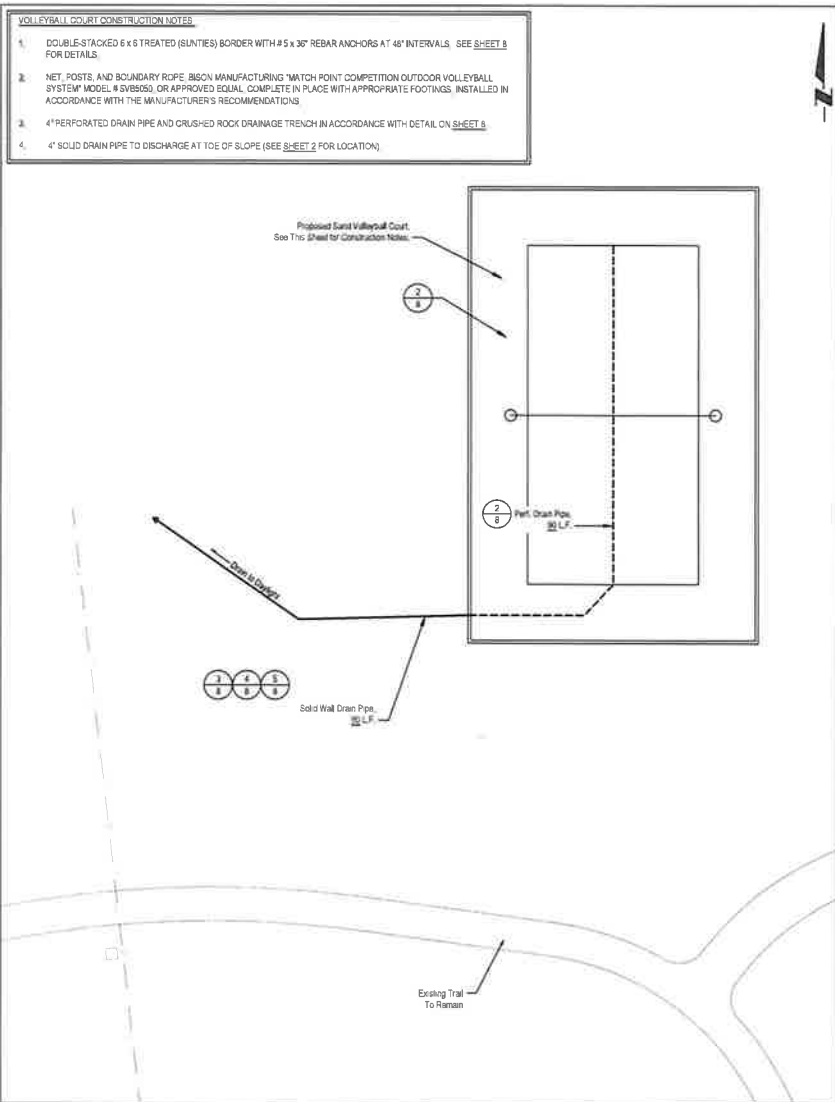
**CLEARWATER FALLS**  
2023 PARK IMPROVEMENTS  
SHPY COUNTY, IOWA

**GRADING PLAN**

Proj. No.	181212	Revision	
Scale	AS SHOWN	Block	Revised
Designed by	WLT	Checked by	WLT
Drawn by	WLT	Reviewed by	WLT
Date	03.20.2020	Client	E & A
Sheet	1 of 1		



**DIMENSION PLAN**  
 SCALE: 1" = 10'



- VOLLEYBALL COURT CONSTRUCTION NOTES**
1. DOUBLE-STACKED 6 x 6 TREATED (SUNTIES) BORDER WITH #5 x 36" REBAR ANCHORS AT 48" INTERVALS. SEE SHEET 8 FOR DETAILS.
  2. NET, POSTS, AND BOUNDARY ROPE: BISON MANUFACTURING "MATCH POINT COMPETITION OUTDOOR VOLLEYBALL SYSTEM" MODEL # SVB5050, OR APPROVED EQUAL. COMPLETE IN PLACE WITH APPROPRIATE FOOTINGS. INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
  3. 4" PERFORATED DRAIN PIPE AND CRUSHED ROCK DRAINAGE TRENCH IN ACCORDANCE WITH DETAIL ON SHEET 8.
  4. 4" SOLID DRAIN PIPE TO DISCHARGE AT TOE OF SLOPE (SEE SHEET 2 FOR LOCATION).

**AMENITY PLAN**  
 SCALE: 1" = 10'

**E & A CONSULTING GROUP, INC.**  
 Engineering • Planning • Environmental & Field Services

**E & A CONSULTING GROUP, INC.**  
 Engineering • Planning

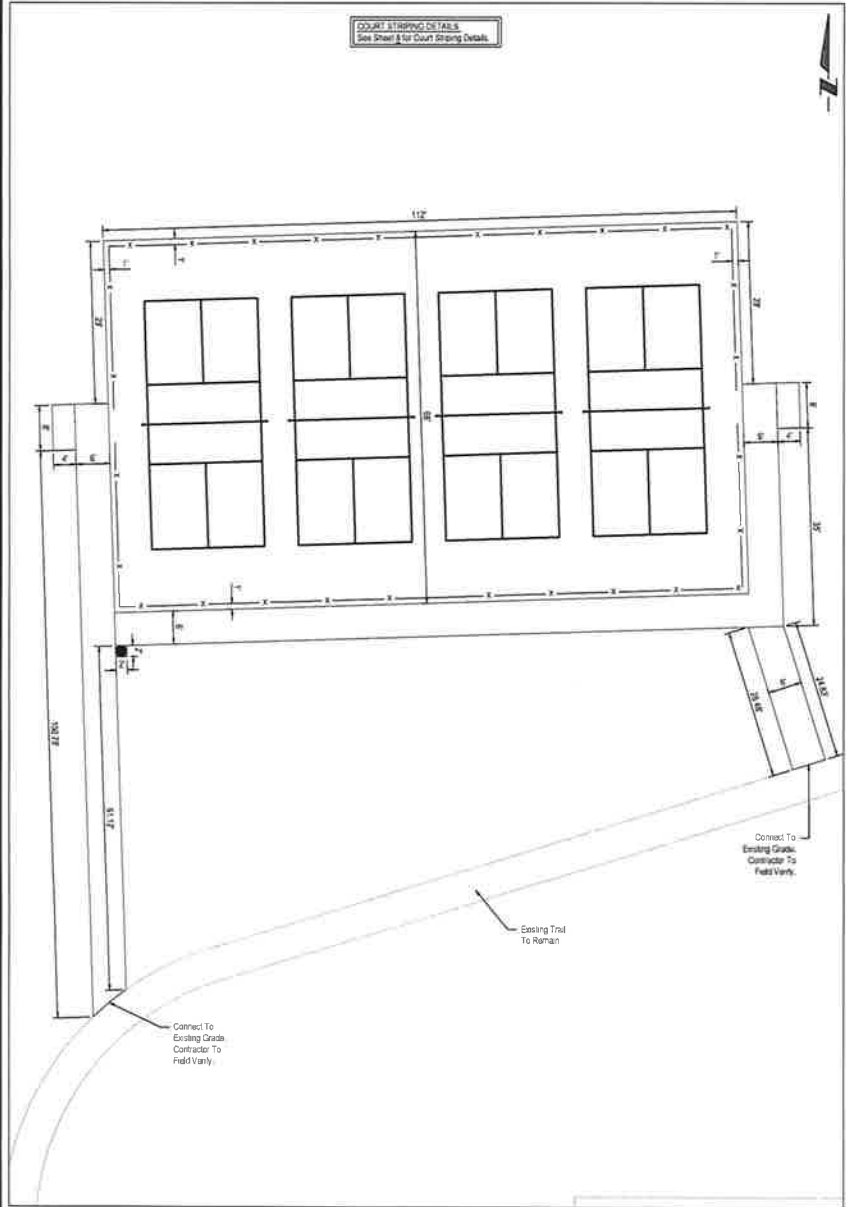
CLEARWATER FALLS  
 2025 PARK SUPERDRIVE  
 SUITE 200  
 SHELBY COUNTY, ILLINOIS

**DIMENSION & AMENITY PLAN**  
 VOLLEYBALL COURT

Project No.	2206-18-001
Date	09/20/22
Drawn By	MLL
Checked By	MLL
Scale	AS SHOWN
Sheet	3 of 3

PROJECT LOCATION: 2025 PARK SUPERDRIVE, CLEARWATER FALLS, ILLINOIS

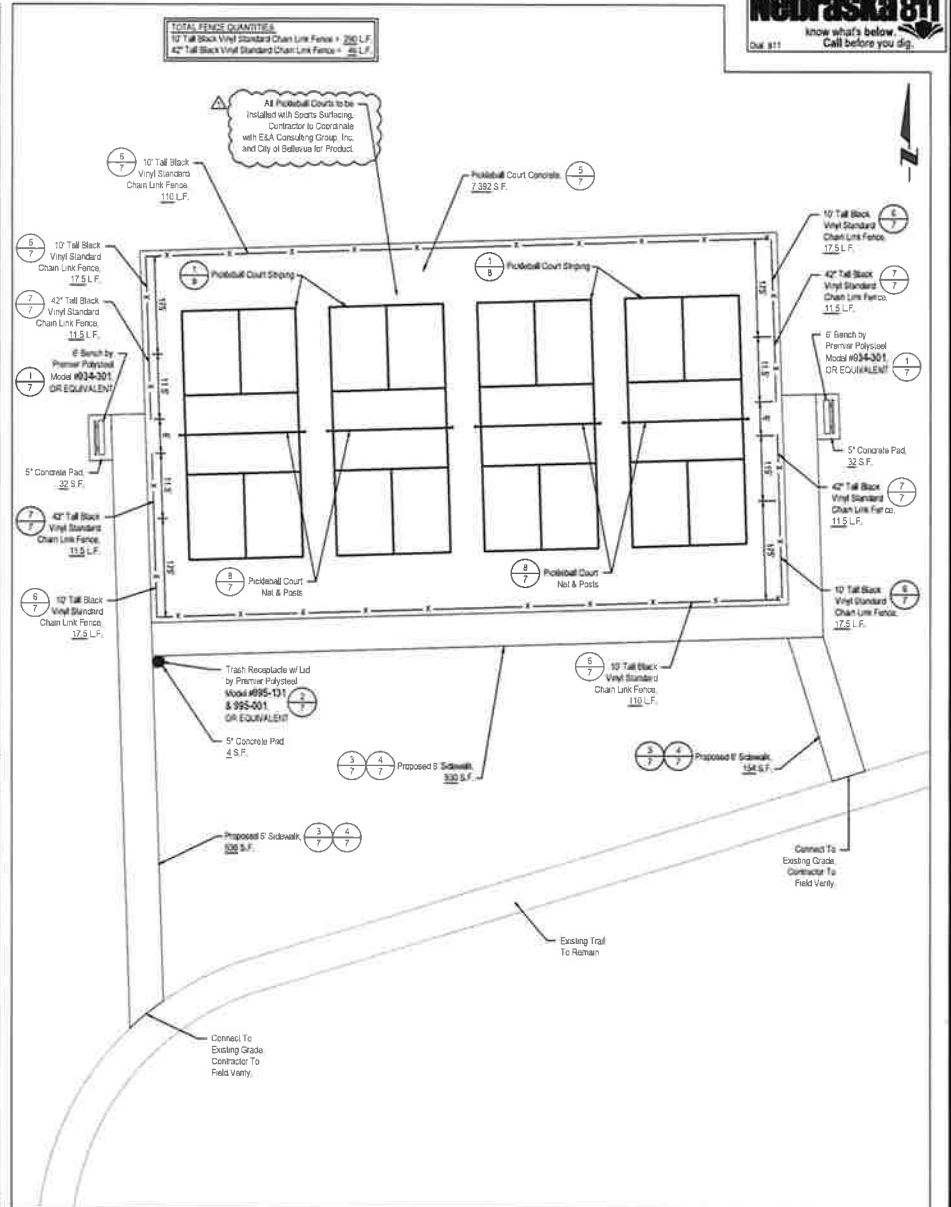
**COURT STRIPPING DETAILS**  
See Sheet 1 of Court Striping Details.



**DIMENSION PLAN**  
SCALE: 1" = 10'

**TOTAL FENCE QUANTITIES:**  
10' Tall Black Vinyl Standard Chain Link Fence = 250 L.F.  
42" Tall Black Vinyl Standard Chain Link Fence = 45 L.F.

All Pickleball Courts to be installed with Sports Surfacing. Contractor to Coordinate with E&A Consulting Group, Inc. and City of Bellevue for Product.



**AMENITY PLAN**  
SCALE: 1" = 10'



**E & A CONSULTING GROUP, INC.**  
Engineering • Planning • Environmental • Field Services

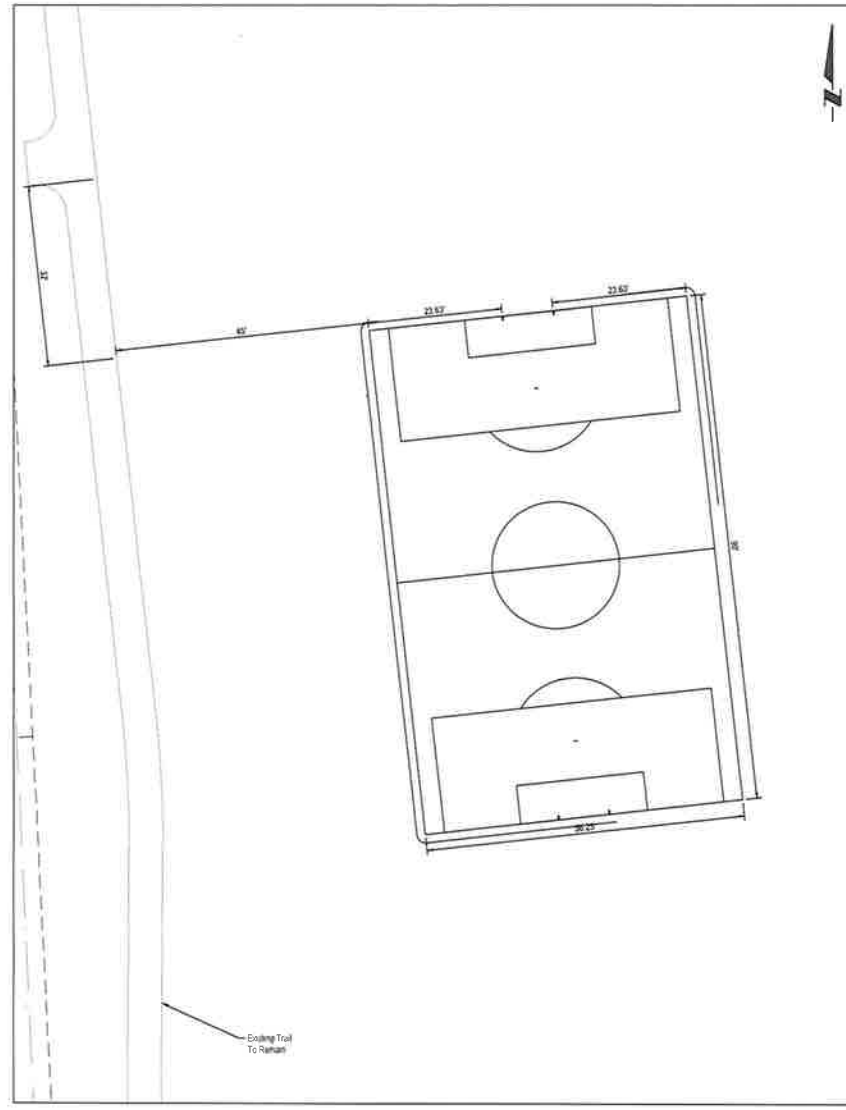
1900 Midway Road, Suite 100 • Omaha, NE 68194  
Phone: 402.955.8100 • Fax: 402.753.1999  
www.eaagroup.com

**E & A CONSULTING GROUP, INC.**  
Engineering Services

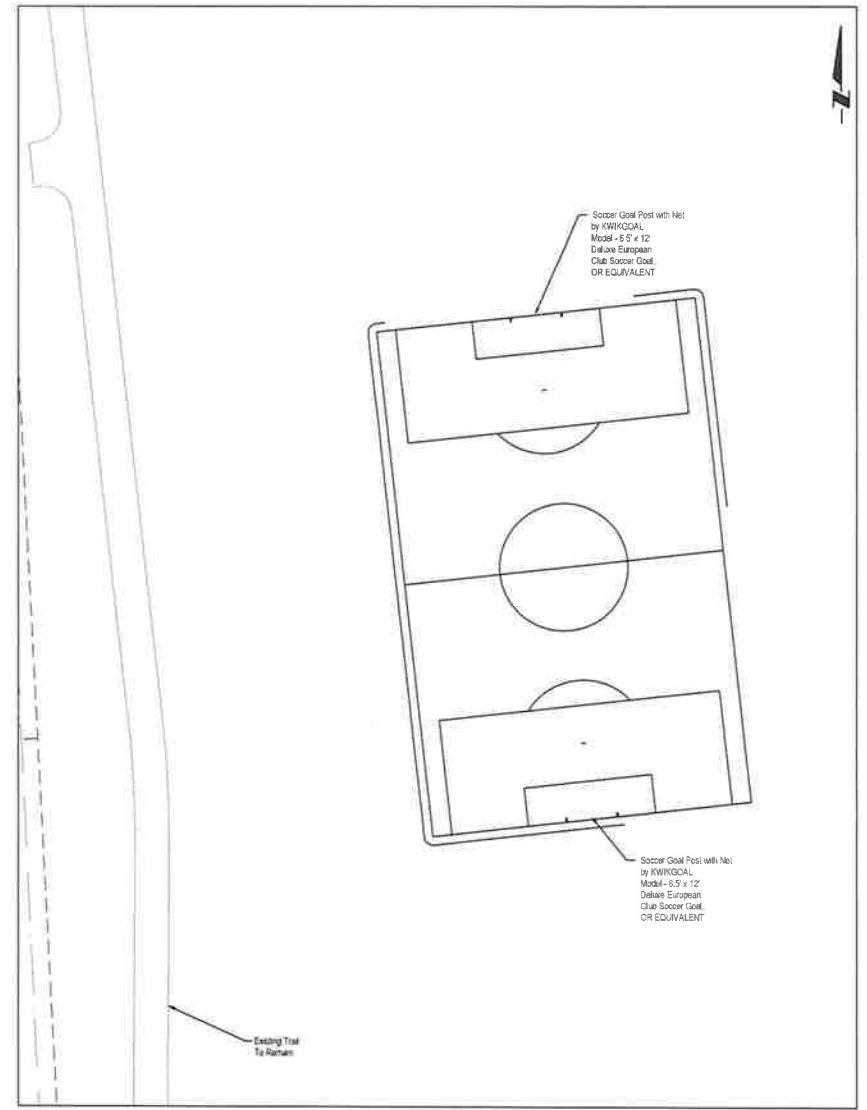
**CLEARWATER FALLS**  
2007 PIONEER AVENUE  
CLEARWATER FALLS, NEBRASKA

**DIMENSION & AMENITY PLAN**  
PICKLEBALL COURT

Rev.	Date	Description
1	02/11/2021	Issue For Review
2	02/11/2021	Revise Per City Comments
3	02/11/2021	Revise Per City Comments
4	02/11/2021	Revise Per City Comments
5	02/11/2021	Revise Per City Comments
6	02/11/2021	Revise Per City Comments
7	02/11/2021	Revise Per City Comments
8	02/11/2021	Revise Per City Comments
9	02/11/2021	Revise Per City Comments
10	02/11/2021	Revise Per City Comments
11	02/11/2021	Revise Per City Comments
12	02/11/2021	Revise Per City Comments
13	02/11/2021	Revise Per City Comments
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49	02/11/2021	Revise Per City Comments
50	02/11/2021	Revise Per City Comments



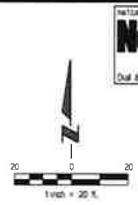
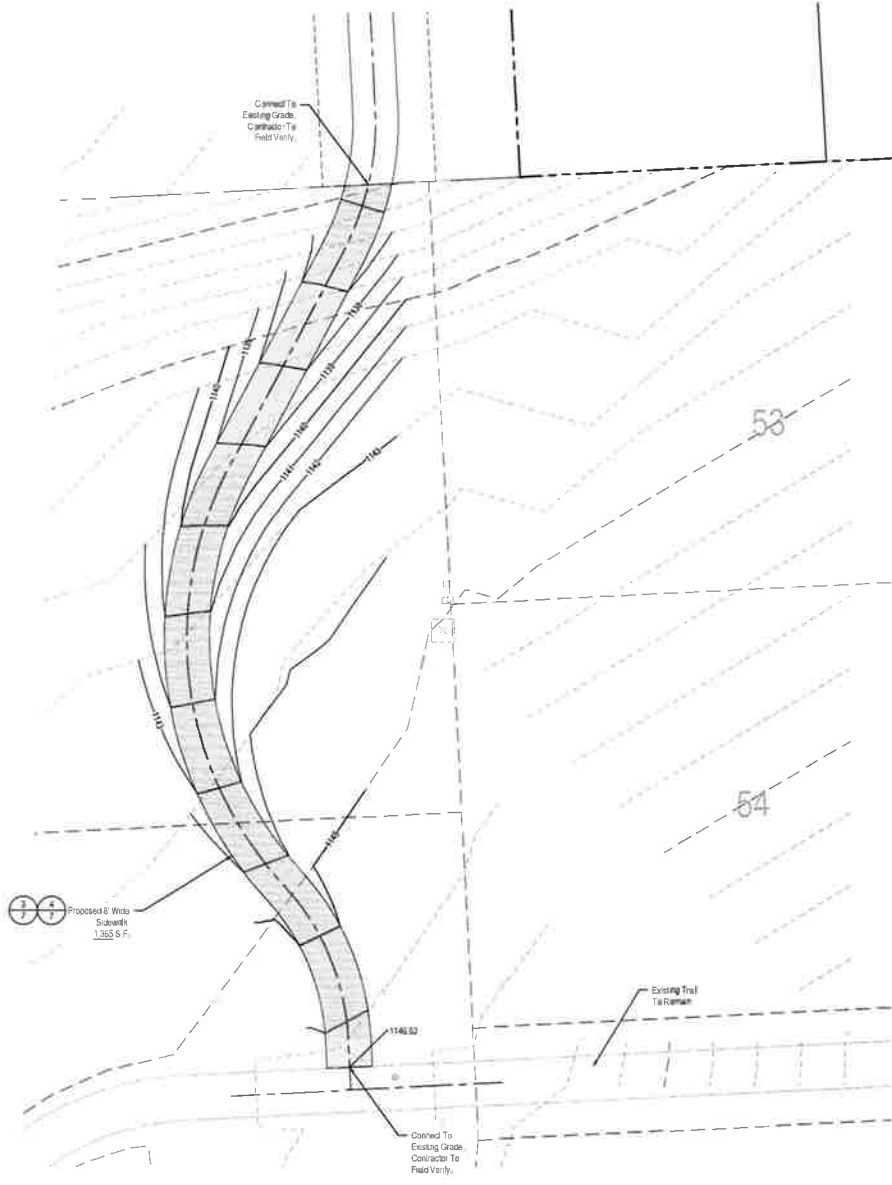
**DIMENSION PLAN**  
 SCALE: 1" = 10'



**AMENITY PLAN**  
 SCALE: 1" = 10'

△ Whole sheet has been added

<p><b>Nebraska 811</b>                  know what's below                  Call before you dig                  811</p>	
<p><b>E &amp; A CONSULTING GROUP, INC.</b>                  Engineering • Planning • Environmental &amp; Field Services                  1900 34th Street, Suite 100 • Omaha, NE 68104                  Phone: 402.995.1100 • Fax: 402.995.1996                  www.eagroup.com</p>	
<p><b>E &amp; A CONSULTING GROUP, INC.</b>                  Engineering • Planning • Environmental &amp; Field Services</p>	
<p><b>Clearwater Falls</b>                  2007 PARK IMPROVEMENTS                  SHERIDAN COUNTY, NEBRASKA</p>	
<p><b>DIMENSION &amp; AMENITY PLAN</b>                  SOCCER FIELD</p>	
<p>Project No. 2007011001.01</p>	<p>Revision</p>
<p>Date</p>	<p>By</p>
<p>Checked By</p>	<p>Reviewed By</p>
<p>Drawn By</p>	<p>Scale</p>
<p>Sheet</p>	<p>Sheet</p>



**LEGEND**

	Existing Contours
	Proposed Contours
	Proposed Spot Elevations
	Proposed 6' Concrete Sawdust (6' Thick)

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 Call before you dig.

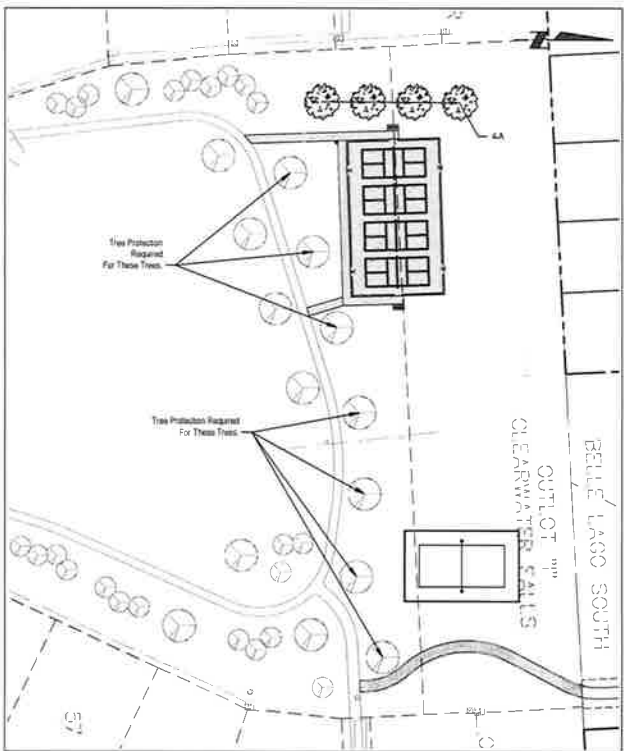
<p>           Plan No. <b>EX-10574</b>            Date <b>EX-10574</b>            Drawn By <b>WMT</b>            Scale <b>AS SHOWN</b> </p>	<p>           Revision            1. <b>11/15/23</b> <b>REMOVE THE CITY COMMENTS</b> </p>	<p> <b>E &amp; A CONSULTING GROUP, INC.</b>            Engineering • Planning • Environmental &amp; Field Services            1000 N. Valley Road, Suite 100 • Omaha, NE 68104            Phone: 402.935.4100 • Fax: 402.935.5999            www.eandagroup.com         </p>	<p> <b>E &amp; A CONSULTING GROUP, INC.</b>            Engineering • Planning • Environmental &amp; Field Services  <b>E &amp; A CONSULTING GROUP, INC.</b>            Engineering Answer         </p>	<p> <b>CLEARWATER FALLS</b>  <b>2023 PARK IMPROVEMENTS</b>            SHERIDAN COUNTY, NEBRASKA         </p>	<p> <b>TRAIL PLAN</b> </p>
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**LANDSCAPE NOTES**

1. Locate and verify the location of all underground utilities prior to the start of any construction. Care should be taken not to disturb any existing utilities during construction. Any damage to utilities or other improvements caused by the Contractor will be repaired at no cost to the Owner.
2. All plant material shall be of good quality and sizes shall meet required size specifications.
3. All plant material shall be watered in immediately after planting and then watered once a week for a period of two months from time of planting.
4. All plant material shall be guaranteed to be in a live and healthy growing condition for two full growing seasons (two) after final project acceptance or shall be replaced free of charge with the same size and species including labor.
5. Verify all dimensions and conditions prior to starting construction. The location of plant material is critical and shall be installed as indicated on plans. Field adjustments may be necessary based on field conditions (i.e., root ball and drop level corridor). All adjustments must be approved by the landscape architect.
6. The Landscape Contractor shall remove all construction debris and materials (n/unused to plant growth) from planting jats and beds prior to backfilling with planting mix. All planting areas shall be free of weeds and debris prior to any work.
7. Provide locally available shredded hardwood mulch on all trees and in all planting beds to a 4 inch maximum depth unless otherwise noted. Mulch ring to extend 1'-0" minimum beyond planting pit. Minor site grading to be included if needed.
8. All trees are to be staked for a period of not less than one year from time of planting. Contractor shall remove all staking after one year.
9. Contractor to coordinate work with other amenities contractors.

**SEEDING NOTES**

1. Seed to be installed per City of Omaha Parks, Recreation and Public Property Dept. specifications (SECTION 02306).
2. Multigrass seed blanket shall be composed of a single row straw blanket of a layer of 100% straw fiber slatted with biodegradable thread to a biodegradable natural fiber core net. Multigrass seed control blanket shall be "Stalder 5755W" as manufactured by North American Green, 14649 Highway 41 North, Evansville, Indiana 47711, phone number (812) 867-6632 or (800) 772-2040, fax number (812) 967-0247, website [www.nagreen.com](http://www.nagreen.com) or Approved Equivalent.
3. Contractor to coordinate work with other amenities contractors.

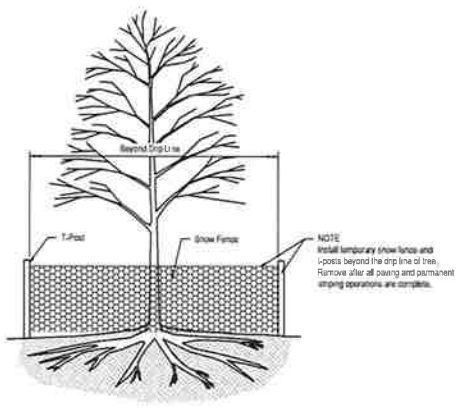


**LANDSCAPE PLAN**  
 SCALE: 1" = 40'

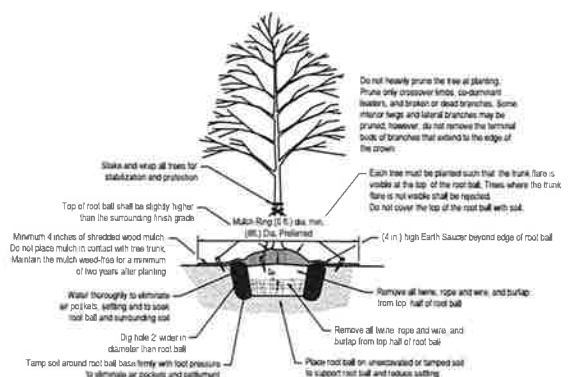
**PLANT SCHEDULE - PARK TREES**

SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
A	4	Quercus bicolor	Swamp White oak	3"	B&B

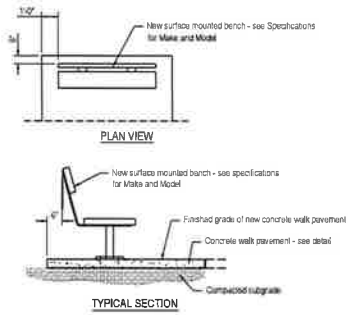
- TREE NOTES**
1. Landscape contractor must coordinate with all utilities and general contractor to field verify all utility locations that may conflict with all proposed tree planting locations on the project site.
- LEGEND**
- - Parkway Trees to Remain



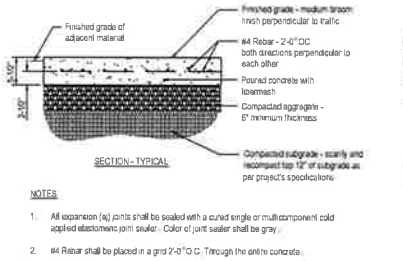
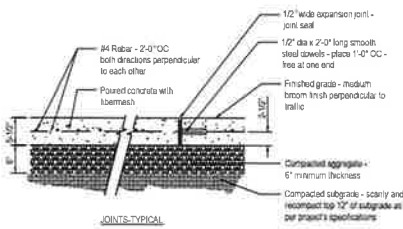
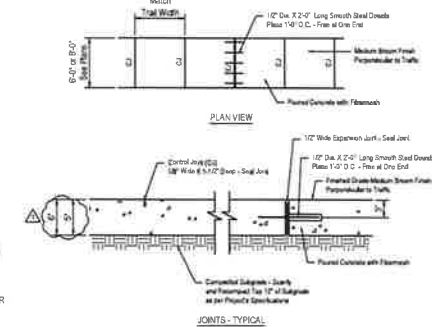
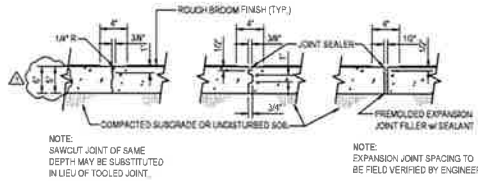
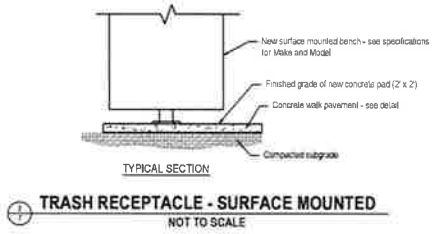
**TREE PROTECTION DETAIL**  
 NOT TO SCALE



**TREE PLANTING DETAIL - B & B TREE**  
 NOT TO SCALE

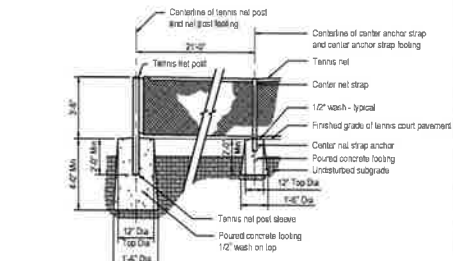
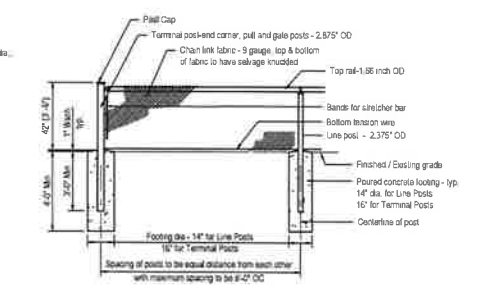
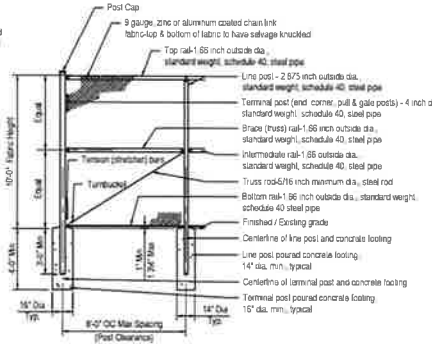


**BENCH - SURFACE MOUNTED**  
NOT TO SCALE



- NOTES**
- All expansion (E) joints shall be sealed with a cured single or multi-component cold applied elastomeric joint sealer. Color of joint sealer shall be gray.
  - #4 Rebar shall be placed in a grid 2'-0" O.C. Through the entire concrete.

**PICKLEBALL COURT CONCRETE PAVEMENT**  
SCALE: NOT TO SCALE



**PICKLEBALL COURT CONCRETE PAVEMENT**  
SCALE: NOT TO SCALE

**10 FOOT TALL CHAIN LINK FENCING**  
SCALE: NOT TO SCALE

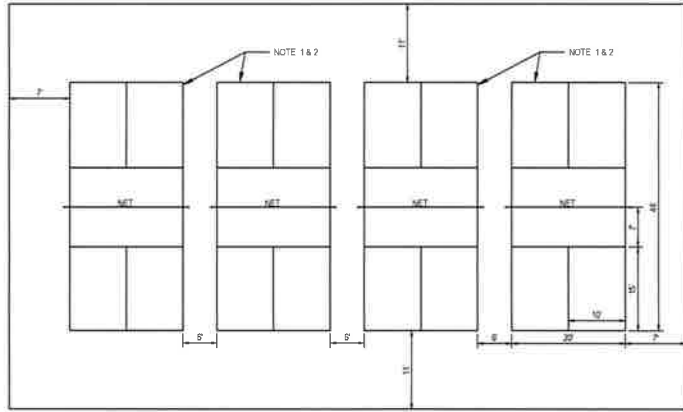
**42" TALL CHAIN LINK FENCING (with Bottom Tension Wire)**  
SCALE: NOT TO SCALE

**PICKLEBALL NET POST & CENTER ANCHOR STRAP**  
SCALE: NOT TO SCALE

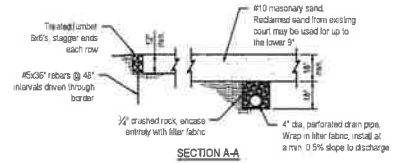


Rev	Date	By	Check	Remarks
1	10/20/23	MM	MM	Revised per City Comments
2	11/15/23	MM	MM	Final

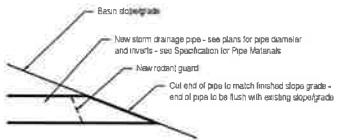
- COURT NOTES**
1. MEASUREMENT TO CENTER OF 2" WIDE PAINTED LINE.
  2. PAINTED Joints LINE WITH TRAFFIC PAINT 2" WIDE TYP.
  3. COURT SHALL BE 6" P.C. FIBER MESH CONCRETE.
  4. CONTROL JOINTS SHALL BE 9' x 9' MIN / 12' x 17' MAX.



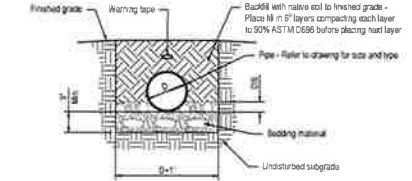
**PICKLEBALL COURT STRIPING PLAN**  
NOT TO SCALE



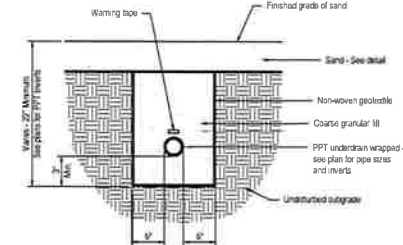
**VOLLEYBALL COURT DETAIL**  
SCALE: NOT TO SCALE



**NEW STORM DRAINAGE PIPE END**  
NOT TO SCALE



**STORM DRAINAGE SOLID WALL PIPE BEDDING**  
NOT TO SCALE



**PPT UNDERDRAIN - UNDER PLAYGROUND**  
NOT TO SCALE

**E & A CONSULTING GROUP, INC.**  
Engineering • Planning • Environmental & Field Services  
1999 NW 14th Blvd, Suite 107, Ocala, FL 32114  
Phone: 407.890.0700 • Fax: 407.895.5599  
www.eagroup.com



CLEARWATER FALLS  
2022 FPMR WASHINGTON DC  
SALTY COUNTY, MISSISSAUGA

CONSTRUCTION DETAILS

Rev	Date	Description
1	07/20/2024	INIT
2	08/15/2024	INIT
3	08/15/2024	INIT
4	08/15/2024	INIT
5	08/15/2024	INIT

**RESOLUTION 2023-08**

WHEREAS, Sanitary and Improvement District No. 243 of Sarpy County, Nebraska, which encompasses the subdivision in Sarpy County known as Clearwater Falls and is located within the zoning jurisdiction of the City of Bellevue, proposes to construct park improvements within the boundaries of Sanitary and Improvement District No. 243, Clearwater Falls, at the following estimated cost - \$380,983.05.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of the City of Bellevue, Nebraska does herewith approve the expenditure by Sanitary and Improvement District No. 243, Clearwater Falls, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded in the amount of \$380,983.05 for park improvements

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

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

ATTEST:

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

15b.  
4/4/2023

COUNCIL MEETING DATE: 02/07/23		SUBMITTED BY: Mike Christensen	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

1607 Franklin St. Bellevue, NE. 68005

SYNOPSIS/BACKGROUND:

The building/dwellings have been placarded as unfit for human occupancy since November of 2021. In the initial notification process 180 days was given to complete the work needed to bring the building/dwellings back into code compliance. Since the permits were issued in April of 2022 180 days has passed and two of the permits expired, one permit to repair the front and rear deck steps is in progress and a permit for the roof has been completed. The two expired permits have been renewed for an additional 180 days, but there is still a great deal of work to be completed on the exterior to bring the exterior back into code compliance.

FISCAL IMPACT: \$15,000.00 BUDGETED FUNDS?: yes 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:

Representatives for the building/dwellings need to show cause why such dwellings should not be condemned as a public nuisance. If there is not a clear solid exceptable timeframe that will bring this building/dwellings back into habitable code compliance regarding all deficiencies, the building should be orderd torn down, the debris removed, and the premises placed in a safe condition.

ATTACHMENTS:

- Photo
- Photo
- Photo
- Photo
- Photo
- initial notification letter

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Quinn Kauthe*  
*[Signature]*

# MINUTE RECORD

Bellevue City Council Meeting, February 7, 2023, Page 4

Councilman Preister commented from the looks of the video, there is serious damage to 1607. Mr. Christensen advised the exterior is in poor condition. The interior had received a certificate of occupancy in the late 80s. He has not been inside.

Mr. Hurlbutt pointed out in the pictures he provided earlier, the garage has been resided and restabilized and structurally corrected. The back landing and stairs are in progress, and the siding will be corrected. His intent is to have the infractions addressed for the 1607 property by March 31<sup>st</sup>.

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.

**Resolution No. 2023-03: Condemning the structure(s) at 1607 Franklin Street, Bellevue, NE 68005. (Chief Building Official)**

**Motion** was made by Welch, seconded by Preister, to postpone Resolution No. 2023-03 to the April 4<sup>th</sup> City Council meeting.

Councilman Burns requested clarification on the process, if by April 4<sup>th</sup> no progress has been made. Mr. Christensen explained the resolution to condemn would be presented to the City Council again. If the resolution is passed to condemn the owner has 30 days to remove the property. If he does not remove it in 30 days, the city would remove the property.

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.

**RESOLUTIONS: NONE**

**CURRENT BUSINESS:**

**Approve and authorize the Mayor to sign the Community Development (CDBG) Funding Approval Agreement, in an amount of \$353,161.00. (CDBG Program Specialist)**

**Motion** was made by Welch, seconded by Burns, to approve and authorize the Mayor to sign the Community Development (CDBG) Funding Approval Agreement, in an amount of \$353,161.00.

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 (15) vehicles for the Police Department, in an amount not to exceed \$720,909.00. (Chief Clary)**

**Motion** was made by Cook, seconded by Welch, to approve the purchase of (15) vehicles for the Police Department, in an amount not to exceed \$720,909.00.

Councilman Burns mentioned this is not a budgeted item. The item reads the amount is to be covered by unspent funds in other areas of the Police Department or other departments. He questioned what is being cut from the police budget to fund the purchase. Chief Ken Clary, Police Department, replied nothing. Discussion followed. He explained this isn't new information. The vehicles were addressed with the Council Members who were present at the Finance Committee meeting. The need was for 18 vehicles when this item was budgeted in a couple of years ago. Due to price increases, the amount now covers 15 vehicles. The purchase was postponed due to cancellation of vehicles nationwide. Discussion followed.

Councilman Burns questioned what happens if the vehicles are ordered and the City Council votes no to purchase the vehicles. Ms. Matthews responded an agreement has not been signed, therefore the city is not contractually bound. Hepatically, if the City Council votes no on this item, the city would communicate to the vendor there is no longer a need for the vehicles.

Councilman Burns expressed concerns with the process issue. Conversation ensued.

Roll call vote to approve the motion was as follows: Casey, Cook, Preister, and Welch voted yes; voting no: Burns; absent: McCaw. Motion carried.

**Recommendation to approve the amended budget request by South Sarpy Wastewater Agency (SSWWA) to bring the budget into line with work required to complete the project and operate the agency. (Public Works Director)**

**Motion** was made by Welch, seconded by Burns, to recommend approving the amended budget request by South Sarpy Wastewater Agency (SSWWA) to bring the budget into line with work required to complete the project and operate the agency. (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.



City of Bellevue  
Office of the City Clerk  
1500 Wall Street • Bellevue, Nebraska 68005  
(402) 293-3007

January 27, 2023

Rita F. Hurlbutt  
2323 Missouri River Road  
Bellevue, NE 68005

Re: Structure located at **1607 Franklin Street**, Bellevue, Nebraska  
LEGAL: Lot 1, Hurlbutt's Second Addition, Bellevue

To Whom It Concerns:

Enclosed is a Notice of Hearing before the Bellevue City Council to consider the condemnation of the structure on the property located at 1607 Franklin Street in Bellevue, Nebraska. The records in the Sarpy County Register of Deeds and the Sarpy County Treasurer's offices indicate you are the owner of record of this property.

This public hearing will be held on Tuesday, February 7, 2023, in the City Council Chambers at City Hall, 1500 Wall Street in Bellevue, Nebraska.

If you have any questions concerning this matter, please feel free to contact the Chief Building Official, Mike Christensen, at 402-293-3015, or me at the number listed above.

Yours truly,

A handwritten signature in blue ink that reads "Susan Kluthe".

Susan Kluthe, CMC/AAE  
Bellevue City Clerk

CC: Mike Christensen

## **NOTICE OF HEARING**

Rita F. Hurlbutt

OWNER OF: Lot 1 Hurlbutt's Second Addition

LOCATED AT 1607 Franklin Street

**BELLEVUE, SARPY COUNTY, NEBRASKA,**

AND TO ALL OTHER PERSONS WITH ANY INTEREST IN THAT PROPERTY

In accordance with Sections 8-48 and 8-49 of the Code of the City of Bellevue, Nebraska, notice is hereby given that a hearing will be held before the City Council on

**Tuesday, February 7, 2023 at 6:00 p.m.**

in the City Council Chambers at Bellevue City Hall, 1500 Wall Street and evidence adduced to determine whether the structure located on the above-described property should be considered a public nuisance in accordance with the provisions of the Code of the City of Bellevue, Nebraska. Interested persons have the right to make objections to such a determination and to present evidence at the hearing. The Bellevue City Council may order the building be torn down and debris removed and the costs of such actions may be specially assessed against the property.

If special accommodations are required, please contact the City Clerk at 402-293-3007 at least forty-eight hours prior to the meeting.

Susan Kluthe  
Bellevue City Clerk



We Influence The World!

City of Bellevue

Permits and Inspections
1510 Wall St. ▪ Bellevue, Nebraska
68005 ▪

January 9, 2023

From: Mike Christensen, Chief Building Official
Permits and Inspections
City of Bellevue, Nebraska
To: Susan Kluthe
Subject: 1607 Franklin ST. Bellevue, NE 68005. LEGAL: LOT 1 HURLBUTT'S
SECOND ADDITION 01136952

Dear Ms. Kluthe:

In accordance with the provisions outlined in the Bellevue City Code; Section 8-47 I am notifying you that the building/dwellings located at 1607 Franklin St. Bellevue, NE 68005 has been deemed a public nuisance in accordance with said section. The property owner, as noted in the Sarpy County Assessors records is listed as Rita F Hurlbutt 2323 Missouri River Rd. Bellevue, NE 68005. The building over the past 15 years has deteriorated to the point that it is unfit for human occupancy and was placarded as such in November of 2021. The first notice was hand delivered on November 30, 2021 and detailed the deficiency's that would need to be done to bring the building back into code compliance. A second certified notice was sent on February 4, 2022 and was signed for on February 12, 2022. Both notices stated that after all appropriate permits have been issued you will have 180 days to complete the work. Failure to comply with this order may result in this matter being turned over to the Bellevue City Council for further action.

On April 4, 2022 the required permits to bring the building back into code compliance were issued. Since that time two of the permits expired and an additional permit for a new roof was completed. The two expired permits were renewed in October for an additional 180 days, but there have been no inspection requests for those permits at this time. This brings the validity of the permits in question. The Uniform Administrative Code states: The issuance of a permit or approval of plans, specifications and computations shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or the technical codes, or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid.

With the passing of one year as of November 2022 since the first notification process and the lack of urgency to bring this building back into code compliance, the building remains placarded as unfit for human habitation and a public nuisance. Therefore, I am sending this report to you with my opinion that the dwelling as described above should be placed on the City Council agenda for condemnation action. If you have any questions, I am available to discuss them at your convenience.

#10  
1 of 2



City of Bellevue  
Permits and Inspections  
1510 Wall St. ▪ Bellevue, Nebraska 68005 ▪

November 19, 2021

**From:** Mike Christensen, Chief Building Official  
Permits and Inspections  
City of Bellevue, Nebraska

**To:** Rita F Hurlbutt  
Successor Trustee  
13105 Jennifer St.  
Springfield, NE 68059

**Subject:** 1607 Franklin St. Bellevue, NE 68005. LEGAL: LOT 1 HURLBUTT'S SECOND ADDITION

Dear Rita Hurlbutt,

The Sarpy County Assessor's office shows you as the legal owner of this property listed above in the subject matter. There have been several complaints on this property filed to the Permits Department and after inspection the following deficiencies have been noted.

- (1) The issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Certificates presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid as required by the **Uniform Administrative Code**. At this time the structure has been placarded as unfit for human occupancy and will need to be brought back into code compliance. **Sec. 15-29** of the City of Bellevue Code of Ordinances.
- (2) The siding on the exterior of the building has become damaged by the weather and is beginning to Deteriorate. This is a violation of the Bellevue Code of Ordinances, **Sec. 15-102 Exterior wood surfaces**. All exterior wood surfaces shall be reasonably protected from the elements and against decay, by paint or other approved protective coating applied in a workmanlike fashion.
- (3) The front & rear porch and stairs are deteriorating. This is a violation of the Bellevue Code of Ordinances, **Sec. 15-103 Stairways; Porches**. Every inside and outside stairway, every porch and every appurtenance thereto shall be so constructed as to be reasonably safe to use and capable of supporting the load that normal use may cause to be placed thereon; and shall be kept in sound condition and in a reasonably good state of maintenance and repair.





City of Bellevue  
Permits and Inspections  
1510 Wall St. ▪ Bellevue, Nebraska 68005 ▪

- (4) There are non-dwelling/garage structures located in the rear of this property and both foundations are failing on these structures. The exterior of these structures are also in poor condition and are not properly protected from the elements and against decay. This is a violation of the City of Bellevue Code of Ordinances; **Sec. 15-82 Non-Dwelling structures** (A) No owner shall permit any non-dwelling structure or fence to exist on any premises which does not comply with the requirements provided in this article. (B) Every foundation, exterior wall, roof, window, exterior door, basement hatchway and every other entranceway of every non-dwelling structure shall be so maintained as to prevent the structure from becoming a harborage for rodents, vermin and insects and shall be kept in a reasonably good state of maintenance and repair. **Sec. 15-83 Exterior wood Surfaces.** All exterior wood surfaces of all non-dwelling structures shall be properly protected from the elements and against decay by paint or other approved protective coating applied in a workmanlike manner.

You will have ten (10) days after receipt of this notice to contract the City of Bellevue Permits Department and show documentation of how you intend to bring the structure back into code compliance. All appropriate permits will need to be applied for and issued before any work begins. After all appropriate permits have been issued you will have 180 days to complete the work. Failure to comply with this order may result in this matter being turned over to the Bellevue City Council for further action.

If you have any questions regarding this notice, please feel free to contract me at (402) 293-3015

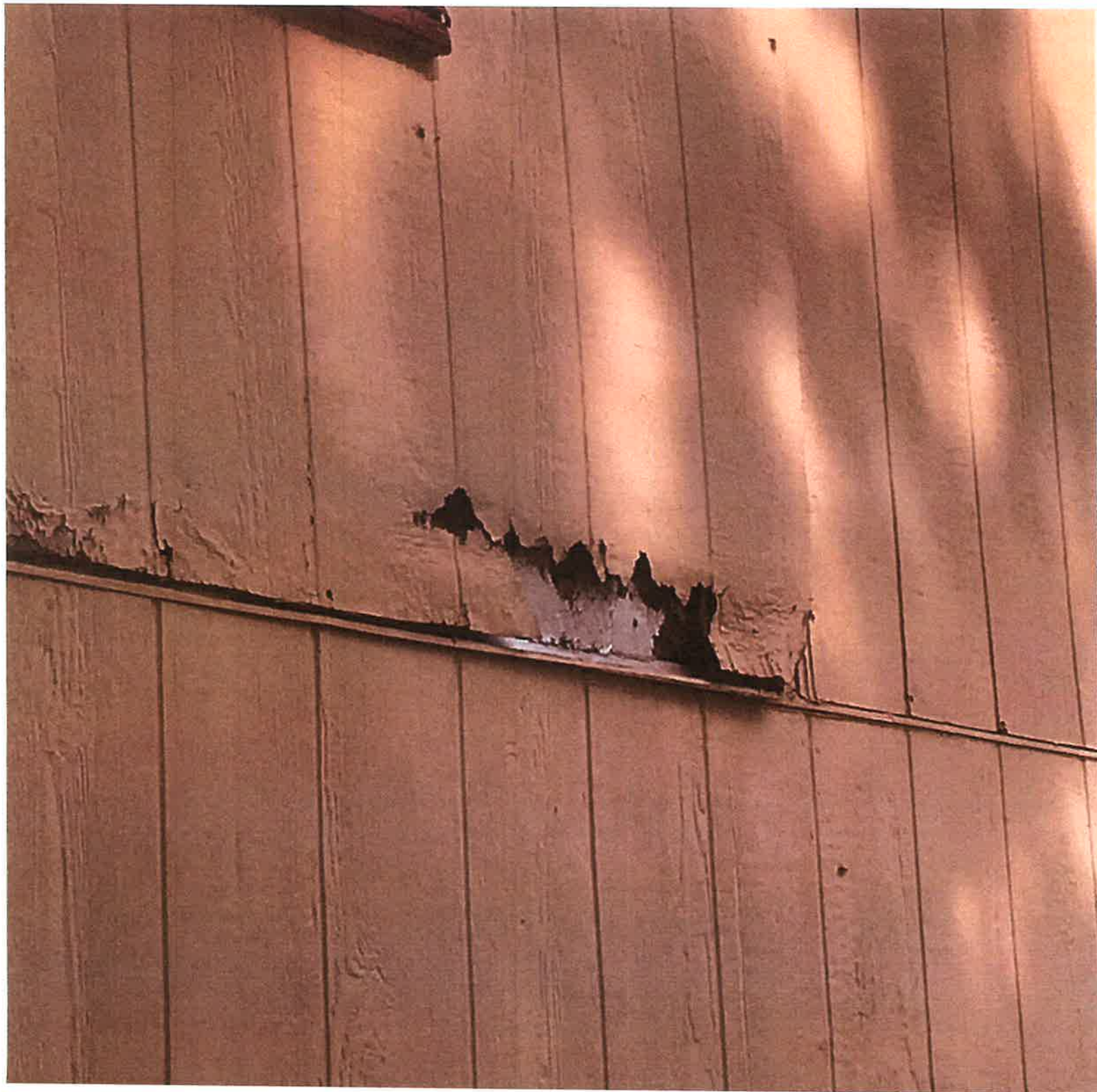
Sincerely,

Mike Christensen (CBO)

#1



#2



#3



#4



#5



**NOTICE OF HEARING  
TO  
Rita F. Hurlbutt  
OWNER OF: Lot 1, Hurlbutt's Second  
Addition  
LOCATED AT 1607 Franklin Street  
BELLEVUE, SARPY COUNTY,  
NEBRASKA,  
AND TO ALL OTHER PERSONS WITH  
ANY INTEREST IN THAT PROPERTY**

**In accordance with Sections 8-48 and 8-49 of the Code of the City of Bellevue, Nebraska, notice is hereby given that a hearing will be held before the City Council of the City of Bellevue and evidence adduced to determine whether the structure located on the above-described property should be considered a public nuisance in accordance with the provisions of the Code of the City of Bellevue, Nebraska. Interested persons have the right to make objections to such a determination and to present evidence at the hearing. The Bellevue City Council may order the building be torn down and debris removed and the costs of such actions may be specially assessed against the property.**

**The hearing will be held on Tuesday, February 7 2023, beginning at 6:00 p.m. in the City Council Chambers at Bellevue City Hall, 1500 Wall Street. If special accommodations are required, please contact the City Clerk at 402-293-3007 at least forty-eight hours prior to the meeting.**

**Susan Kluthe,  
Bellevue City Clerk**

**RESOLUTION NO. 2023-02**

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA,** that upon the facts presented, the structure(s) located on

Lot 2, Hurlbutt's Second Addition, Bellevue, NE

and located at 1611 Franklin Street, Bellevue, Nebraska, be and hereby are determined under Section 8-50 of the Bellevue City Code to be a public nuisance, unsafe for human occupancy because of the unsafe, unsanitary and dangerous condition, and the owners of the structures are ordered and directed to cause the structures to be torn down, the debris removed and the premises placed in a safe condition, by March 9, 2023, and if not done by March 9, 2023, the City shall tear down and remove the structures and debris, place the premises in a safe condition and assess the costs thereof against the property.

Passed and approved this 7th day of February, 2023.

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Mayor

ATTEST:

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City Clerk

APPROVED as to Form:

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City Attorney

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

**15c.  
4/4/2023**

COUNCIL MEETING DATE: 04/04/2023		SUBMITTED BY: Legal Department		Administration	
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	<input checked="" type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

**SUBJECT:**

**Resolution 2023-09 to Authorize the City of Bellevue's participation in the national opioid settlements with Teva, Allergan, CVS, Walgreens and Walmart**

**SYNOPSIS/BACKGROUND:**

Nebraska Attorney General, along with other State Attorney Generals, has reached a settlement in the pending opioid litigation by states and localities against certain "settling Defendants": Teva, Allergan, CVS, Walgreens and Walmart. These settling defendants entered into national opioid settlements between November and December of 2022. The litigation alleged that the settling Defendants caused damages to states and localities through their manufacture, marketing, and distribution of addictive opioid drugs.

Under the settlement agreements, Settling Defendants, in total, would pay up to \$18.7 billion in settlement funds for the benefit of affected states and localities. The Nebraska Attorney General has invited the City of Bellevue and other eligible Nebraska cities to participate in the settlement. Participating subdivisions would receive direct shares of the annual payments from the settlement funds. The Nebraska Attorney General has provided the following estimate for payments to be received by the City of Bellevue should it choose to participate:

Teva settlement: Annual payments ranging from \$4,271 to \$4,320 for 13 years.  
 Allergan settlement: Annual payments ranging from \$4,726 to \$4,827 for 7 years.  
 CVS settlement: Annual payments ranging from \$4,262 to \$8,536 for 10 years.  
 Walgreens settlement: Annual payments ranging from \$4,146 to \$8,163 for 15 years.  
 Walmart settlement: Annual payments expected to total \$41,917 within 6 years.

Actual amounts to be received depends on a number of factors, including the number of states and localities participating. Any received funds would have to be utilized only for eligible uses related to abatement or mitigation of opioid use. Participation in the settlement is not expected to incur any expenses for the City. Participation in the settlement would preclude the City from bringing its own opioid lawsuits against the Settling Defendants.

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:**

**It is recommended that the City Council approve Resolution 2023-09.**

**ATTACHMENTS:**

- |  |  |                         |
|--|--|-------------------------|
| 1. <input type="text" value="Resolution 2023-09"/> | 2. <input type="text" value="Executive Summary of National Opioid Settlements"/> | 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 over signature lines]*

**RESOLUTION NO. 2023-09**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA AUTHORIZING THE CITY OF BELLEVUE'S PARTICIPATION IN THE NEW NATIONAL OPIOID SETTLEMENTS WITH TEVA, ALLERGAN, CVS, WALGREENS AND WALMART.

**WHEREAS**, the State of Nebraska, along with many other states and subdivisions, has reached a final agreement with three pharmacy chains and two additional manufacturers to resolve legal claims against them for their role in the national opioid crisis; and

**WHEREAS**, the settlement agreements are with three pharmacy chains: CVS, Walgreens, and Walmart and with two major pharmaceutical manufacturers: Teva and Allergan (collectively referred to as "Settling Defendants"); and

**WHEREAS**, all the agreements contain industry-changing injunctive terms, wherein the Settling Defendants will be required to implement changes in how opioids are handled, implement requirements for compliance structures, pharmacist judgment, diversion prevention, suspicious order monitoring and reporting on red-flag processes, along with strict limitation on marketing, promotion, sale and distribution of opioids; and

**WHEREAS**, the Nebraska Attorney General has advised the City of Bellevue that the City may register to participate in the settlements as a participating subdivision, in order to receive an, as of now, undetermined amount of money over periods of 6 to 15 years, to be utilized for certain, eligible uses related to opioid abuse abatement; and

**WHEREAS**, the Nebraska Attorney General has represented to the City of Bellevue that if the State of Nebraska receives the maximum amount under the terms of the Settlement Agreements, the City of Bellevue could receive up to \$286,078.52 in direct payments from the Settling Defendants over the course of 6 to 15 years, although the exact amount is yet to be determined.

**WHEREAS**, it is in the best interest of the City of Bellevue to participate in the settlements with the Settling Defendants.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA that the Mayor is hereby authorized to register the City's participation in the settlements and to take all actions necessary, including the signing of documents and legal papers, in order to carry out the intent and purposes of such settlements on behalf of the City of Bellevue.

ADOPTED this \_\_\_\_ day of April 2023.

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Mayor

ATTEST:

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City Clerk

# **Executive Summary of National Opioid Settlements**

[2.03.2023. Subject to ongoing corrections and updates]

In 2021, nationwide settlements were reached to resolve all opioids litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors—McKesson, Cardinal Health, and AmerisourceBergen (“Distributors”)—and against manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, “J&J”). These “2021 National Settlements” have been finalized, and payments have already begun. In all, the Distributors will pay up to \$21 billion over 18 years, and J&J will pay up to an additional \$5 billion over no more than nine years.

In late 2022, agreements were announced with three pharmacy chains—CVS, Walgreens, and Walmart—and two additional manufacturers—Allergan and Teva. In January 2023, each of those pharmacy chains and manufacturers confirmed that a sufficient number of states had agreed to the settlements to move forward. As with the 2021 National Settlements, states and local governments that want to participate in the 2022 National Settlements now will have the opportunity to “opt in.” The greater the level of subdivision participation, the more funds will ultimately be paid out for abatement. Assuming maximum participation, the 2022 National Settlements require:

- Teva to pay up to \$3.34 billion over 13 years and to provide either \$1.2 billion of its generic version of the drug Narcan over 10 years or \$240 million of cash in lieu of product, as each state may elect;
- Allergan to pay up to \$2.02 billion over 7 years;
- CVS to pay up to \$4.90 billion over 10 years;
- Walgreens to pay up to \$5.52 billion over 15 years;  
and
- Walmart to pay up to \$2.74 billion in 2023, and all payments to be made within 6 years.

(These figures include amounts attributable to prior settlements between the Defendants and certain states/subdivisions and amounts for attorneys’ fees and costs.)

Under both the 2021 and 2022 National Settlements, at least 85% of the funds going directly to participating states and subdivisions must be used for abatement of the opioid epidemic, with the overwhelming bulk of the proceeds restricted to funding future abatement efforts by state and local governments.

In addition to providing billions of dollars for abatement, the settlements also impose changes in the way the settling defendants conduct their business. For example:

- The Distributors will create a groundbreaking clearinghouse through which they will be required to account not only for their own shipments, but also the shipments of the other distributors, in order to detect, stop, and report suspicious opioids orders;
- J&J (which ceased marketing Opioids in 2015 and ceased selling Opioids in 2020) will not market or sell any opioid products in the next ten years and has agreed to cease lobbying concerning prescription opioids for ten years;
- Teva and Allergan have agreed to strict limitations on their marketing, promotion, sale, and distribution of opioids, including a ban on: (1) promotion and lobbying; (2) rewarding or disciplining employees based on volume of opioid sales; and (3) funding or grants to third parties; and
- Walmart, CVS, and Walgreens are required to implement changes in how they handle opioids, including requirements addressing their compliance structures, pharmacist judgment, diversion prevention, suspicious order monitoring, and reporting on red-flag processes, as well as blocked and potentially problematic prescribers.

The 2021 and 2022 National Settlements are the culmination of many years of intense negotiations among representatives of the State Attorneys General, the court-appointed Plaintiffs' Executive Committee and Negotiation Committee, which are comprised of lawyers in the National Prescription Opiate MDL who represent subdivisions, and counsel to the Settling Defendants. These negotiations were facilitated by Judge Dan Polster (who oversees the federal MDL litigation), by the Special Masters appointed by the MDL Court, and by experienced, neutral mediators.

The agreements do not settle or release any claims brought by Tribes or by private parties, including private individuals, private hospitals, or private third-party payers.

Additional information, including answers to FAQs, can be found at **[nationalopioidsettlement.com/news](https://nationalopioidsettlement.com/news)** (<https://nationalopioidsettlement.com/news>).

[HOME \(/\)](#)    [NEWS \(https://nationalopioidsettlement.com/news/\)](https://nationalopioidsettlement.com/news/)

[RISKS & ASSUMPTIONS \(https://nationalopioidsettlement.com/risks-assumptions/\)](https://nationalopioidsettlement.com/risks-assumptions/)

[MDL ORDERS \(/mdl-orders/\)](/mdl-orders/)    [TRIBAL SETTLEMENTS \(https://www.tribalopioidsettlements.com\)](https://www.tribalopioidsettlements.com)

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

*Mark Elbert*

16b.  
4/4/2023

COUNCIL MEETING DATE: April 4, 2023		SUBMITTED BY: Mark Elbert - PW 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:

**36th Street & Bline Avenue Traffic Signal and ADA modifications**

SYNOPSIS/BACKGROUND:

The City of Bellevue Public Works department issued a Notice for Bids for the 36th Street & Bline Avenue Traffic signal and ADA modifications project BPW-220712. The project is to update traffic signal lights and ADA handicap accessible ramps for the intersection. After review of the bids received, the low, responsible bidder, Commonwealth Electric Company has been recommended for the project.

FISCAL IMPACT: \$153,553.26 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: BPW-220712 36th Street & Bline Avenue Traffic Signal and ADA modifications

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: BPW-220712 36th Street & Bline Avenue Traffic Signal and ADA modifications

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

CIP PROJECT NAME: Signal Improvements

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S): CIPST23(11)

ACCOUNTING DISTRIBUTION CODE: 7130 ACCOUNT NUMBER: 10-15-7130

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement with Commonwealth Electric Company in the amount of \$139,594.26, plus a 10% contingency of \$13,959.00. for a total project cost of \$153,553.26.

ATTACHMENTS:

- Contract
- Bid sheet
- Proposal
- 
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*[Signatures]*

## CONTRACT

## CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 4th day of April 2023 by and between the City of Bellevue Nebraska, a municipal corporation of the first class and a political subdivision of the State of Nebraska ("City"), and Commonwealth Electric Company ("Contractor"). Whenever used in this Contract, the term "Party" shall mean City or Contractor, individually, and the term "Parties" shall mean the City and Contractor, collectively.

WHEREAS, Contractor submitted a bid proposal ("Proposal") to City in response to the solicitation or invitation to perform certain work for certain project(s), (as the work and project(s) are more particularly identified in Paragraph 2 of this Contract); and

WHEREAS, Contractor was selected to perform such work subject to the terms, conditions and other provisions of this Contract.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Contract/Contract Documents. Whenever used in this Contract, the term "Contract Documents" shall mean and include this Contract, and (i) the published notice inviting or soliciting bids or proposals in connection with the Work or Projects; (ii) City's request or solicitation for bids or proposals together with all addenda, drawings, schedules, exhibits, manuals, materials and documents attached or relevant to or referenced in such request or solicitation, including all Instructions, Plans, Specifications, Provisions, General or Special Conditions; (iii) Contractor's Bid or Proposal, together with all addenda, drawings, schedules, exhibits, materials and documents attached or relevant to or referenced in such Bid or Proposal; (iv) all payment, performance, labor, materials, maintenance or other bonds or Contract security; and (v) all written change orders, modifications or supplementary terms, conditions or instructions from City pursuant to paragraph 14(g) of this Contract. All Contract Documents shall be considered to be an integral part of this Contract whether or not attached to this written Contract; provided that in the event there shall be any conflict between this written Contract and any of the other Contract Documents, the provisions of this written Contract shall prevail.

2. Contractor's Work. Except to the extent expressly undertaken by City pursuant to the Contract Documents, (i) Contractor shall perform all site preparation and security, labor, supervision, direction, testing, and other services or work ("Work") necessary or appropriate for completion of the 36<sup>th</sup> & Bline Ave Traffic Signal & ADA Modifications ("Project") in accordance with the requirements of the Contract Documents; (ii) Contractor shall furnish at its sole cost and expense all bonds, barricades, materials, supplies, equipment, tools, power, water, light, heat, utilities, transportation and all other services, facilities (whether permanent or temporary) and resources required for the Work; (iii) except to the extent otherwise expressly stated in the Contract Documents, Contractor shall be responsible for all means, methods, techniques, sequences and procedures, including coordination of all Work. Whenever used in this Contract, the term "Work" shall include all Corrective Work, unless the context otherwise requires. Contractor shall commence the Work within ten (10) days ("Commencement Date") after

receiving a Written Notice to Proceed from City. Contractor shall notify City in writing of the Commencement Date prior to undertaking any work.

3. Quality of Work. Contractor shall perform all Work in a good and workmanlike manner using qualified personnel and any equipment and materials required by the Contract Documents.

4. Site Inspection. Contractor acknowledges that it has inspected the Project site. Contractor waives any claim for additional time, costs, expenses, compensation or other amounts in connection with any condition (known, apparent, or concealed), which it may encounter at the Project site.

5. Contractor's Warranties. All Work is warranted by Contractor to be of highest quality, to be free from any faults or defects and to conform in all respects with the requirements of the Contract Documents.

6. Time of Essence/Liquidated Damages. Time schedules, limits or requirements specified in the Contract Documents are of the essence to this Contract. All Work shall be completed in accordance with the "Specifications", as attached hereto as Exhibit "A" and incorporated herein by this reference, unless (i) extended by City, in its sole discretion, or (ii) prevented (assuming, in all such events, Contractor's use of its best efforts to timely complete such Work) by the act or neglect of City or by an act of God or for other reasons beyond the control of Contractor, in which event time shall be extended for such reasonable time as City may determine. Whenever any Work shall not be so completed, then as liquidated damages and not as a penalty, Contractor shall pay City, within five (5) days of demand, the sum of Five Hundred and no/100ths Dollars (\$500.00) per day for each and every calendar day that the Work shall remain uncompleted.

7. Contractor's Compensation/Retainage. City shall pay the Contractor in current U.S. funds for the Contractor's performance of the Work. All Work, including any unit cost shall be undertaken at and performed in accordance with Contractor's Bid or Proposal. Subject to additions and deductions as provided in the Contract Documents, the aggregate cost of the Work shall not exceed One hundred thirty-nine thousand and five hundred ninety-four dollars and 26 / 100 Dollars (\$ 139,594.26 ) ("Contract Sum").

Upon completion of Work at the Project site, Contractor shall submit an invoice requesting payment ("Application for Payment") based upon the amount of Work actually completed at the Project site and Contractor shall set forth in detail the Work performed at the rate specified on Contractor's Bid or Proposal. Unless withheld by city because the Project Site Work does not comply with the Contract Documents or because the Contractor's failure to otherwise comply with the requirements of this contract as they may apply to any of the Work, City shall pay contractor ninety percent (90%) of the invoice within thirty (30) days of its receipt. Final payment constituting the entire unpaid balance of the Contract Sum shall be made by City to Contractor when the Contract has been fully performed and accepted, including Contractor's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment. Prior to final payment, Contractor shall provide evidence that

all employees, subcontractors, material suppliers and other persons or entities have been paid in full for any labor, materials, supplies or equipment used in connection with the Work; such evidence shall consist of receipts, releases, and waivers of liens, claims, security interests, or encumbrances arising out of the Work, to the extent and in such form as may be designated by City. At any time Contractor submits an Application for Payment, it shall constitute a representation by Contractor that all Work is completed as warranted by paragraph 5 of this Contract.

8. Corrective Work. Whenever discovered prior to the expiration of the Warranty Period, Contractor shall promptly correct any Work (“Corrective Work”), which is found to be substandard, defective or otherwise not in accordance with this Contract whether or not such Work or Corrective Work has been completed, installed or constructed. Contractor shall bear all costs and expense of Corrective Work, including all professional, testing, removal or inspection costs.

9. Risk of Loss. Contractor shall bear all risk of loss of or damage to all Work until (i) all Work has been satisfactorily completed and accepted; and (ii) in the case of Corrective Work, until the Corrective Work has been completed to the satisfaction of the City.

10. Contractor’s Indemnity. Contractor shall defend, indemnify and hold City, its agents and employees harmless from and against any claims, damages (including damages for any personal injury, bodily injury, including death, or property damages), losses and expenses, including any reasonable attorney fees, of any person or entity arising or resulting from or out of (i) Contractor’s performance under this Contract; (ii) any breach or default in or any violation or nonperformance of any covenant, term, provision, condition or agreement (“Default”) in this Contract to be kept, observed, satisfied or performed by Contractor; (iii) any alleged act, error, omission or negligence of Contractor, its employees, subcontractors, agents, or any other person acting on behalf of Contractor; (iv) any material misrepresentation by Contractor; or (v) Contractor’s operations in or about any Project site while Contractor is performing Work on such Project site except to the extent such claims result or arise from or out of, solely and proximately, from City’s negligence, unlawful conduct or material breach of this Contract.

11. Termination for Default. In addition to any other remedies at law or in equity, City may terminate this Contract whenever Contractor (i) repeatedly refuses to materially comply with any reasonable requirement of City; (ii) fails to timely make any payment required by this Contract; or (iii) fails or refuses to cure any other Default within seven (7) days from written notice from City specifying such Default. Termination shall be effective immediately upon notice from City; provided, however, City may, without prejudice to any of its other rights or remedies under this Contract or otherwise, correct such Default in which event Contractor shall reimburse City for all costs and expenses incurred in undertaking such cure or to collect such reimbursement from Contractor.

12. Survival of City’s Rights. All indemnity obligations of Contractor under this Contract and the Contractor’s obligations under Paragraphs 5, 8 and 10 of this Contract shall survive the completion of all Work and the expiration or termination of this Contract.

13. Bonds and Insurance. Contractor shall furnish to the Department of Public Works for City at least five days prior to commencing any Work under this Contract a Performance Bond in an amount equal to 100% of the Contract Sum and a 100% Labor and Material Bond and all other Contract security and all policies or certificates of insurance which are required by the Contract Documents.

Contractor will maintain and provide evidence of the following insurance coverages from insurance companies acceptable to the city:

- Commercial General Liability \$1,000,000 per occurrence, \$2,000,000 aggregate, City of Bellevue named as an Additional Insured including completed operations, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Auto Liability - \$500,000 combined single limit.
- Workers Compensation/Employers Liability – Statutory limits \$100,000, \$500,000, \$100,000 limits, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Umbrella Liability - \$2,000,000 minimum limit, City of Bellevue named as Additional Insured.
- Builders Risk/Installation Floater – Limit equal to completed value of project. Coverage must apply to City's and all subcontractors interests in property and project.

14. Miscellaneous.

- a. Contractor shall promptly pay all persons or entities that have furnished any services, labor, material, equipment or supplies in connection with any of the Work.
- b. Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work.
- c. Contractor shall perform all Work in compliance with applicable federal, state and local laws, rules and regulations applicable to such performance. Contractor shall comply at all times with the Fair Employment Practices Act (Nebraska Revised Statutes, Sections 48-1101 *et seq.*). Contractor shall pay the Unemployment Compensation Fund of the State of Nebraska any unemployment contributions and interest due under provisions of the Nebraska Revised Statutes (Sections 48-601 *et seq.*).
- d. Contractor shall provide City or its representatives access to all Work (including Work in progress) for inspection or other appropriate purposes during all reasonable times. Contractor shall uncover any Work which has not been inspected at its sole cost and expense unless due to the neglect of City.
- e. Contractor shall keep the Project site(s) free from accumulation of rubbish, debris and hazards. Upon completion of Work at each Project site, Contractor shall remove all surplus materials, all tools, equipment, machinery, waste, rubbish and other items not constituting a part of the completed Work.

- f. Contractor shall be responsible for all acts, errors, omissions or neglect of Contractor's agents and employees, including Contractor's subcontractors and its agents or employees.
- g. City shall have the right to make minor changes in the Work, including Drawings, Plans, and Specifications, at no additional compensation or consideration to Contractor by notice in writing to Contractor. All other changes in Work shall be by written Change Order executed by the Project representative of each Party. City and Contractor each represents that its Project representative is authorized to execute such Change Order and shall be bound by the same; provided, however, that prior approval of the Bellevue City Council shall be required for (i) any Change Order resulting in an adjustment to the Contractor's compensation of more than \$10,000, or (ii) any Change Order or series of Change Orders which in the aggregate increase Contractor's compensation by ten percent (10%) or more of the original compensation.
- h. Neither (i) City's payment of any invoice, nor (ii) the presence of City or its representatives on any Project site, nor (iii) the inspection or approval of any Work shall constitute acceptance of such Work as compliant or otherwise being in accordance with the Contract Documents and shall not be construed to waive any right to indemnity or any other right or remedy of City for any Default of Contractor.
- i. Contractor may not assign or subcontract all or any portion of the Work, except as specified in the Bid or Proposal, without City's prior written consent, which may be withheld in City's absolute discretion.
- j. Contractor shall not assign any moneys due or to become due under this Contract without the prior written consent of City, which may be withheld in City's absolute discretion.
- k. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract.
- l. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection and warnings to prevent damage, injury or loss to employees, subcontractors and any other persons, such as pedestrians or motorists, who may be present upon or within the vicinity of a Project site while Work is being performed or in progress.
- m. Any approval, notice or communication to a Party required or permitted by this Contract shall be sufficient only if made in writing.
- (i) Any notice which may be permitted or required to be given pursuant to this Contract shall be delivered personally or shall be sent by United States certified mail, postage prepaid addressed as set forth below:

If to City:

City of Bellevue  
Public Works Director  
1510 Wall Street  
Bellevue, NE 68005  
Fax No.: (402) 293-3173

With a copy to:

Annie Matthews  
Bellevue City Attorney  
1500 Wall Street  
Bellevue, NE 68005

If to Contractor:

Commonwealth Electric Company  
4225 S. 89<sup>th</sup> Street  
Omaha, NE 68127  
Fax No.: 402-510-2352

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax No.: \_\_\_\_\_

(ii) Each Party may from time to time change its address for receipt of notices by sending a notice in the manner provided to the others specifying the new address.

(iii) Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted at the last address specified and if the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. In the event the Parties utilize "facsimile" transmitted signed documents, the Parties hereby agree to accept and to rely upon such documents as if they bore original signatures. Each Party acknowledges and agrees to provide to the other Party, within 72 hours of transmission, such documents bearing the original signatures.

n. City's Project representative shall be the Public Works Director, or their designee.

o. A failure by a Party to enforce any of its rights under this Contract shall not at any time constitute a waiver of such right or any other right, and shall not modify any rights, remedies or obligations of such Party under this Contract or otherwise.

p. The Contract Documents form the entire agreement of the Parties and supersede any prior oral or written agreements of the Parties in connection with the subject matter of this Contract. Neither this Contract, nor any of the Contract Documents, shall be modified or amended except in a writing duly executed by City.

q. Contractor shall comply with: (i) the provisions of Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulation (41 C.F.R., Part 60); (ii) the Copeland "Anti-kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (20 C.F.R., Part 3); and (iii) all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the C.F.R.) issued pursuant to the Civil Rights Act of 1964 and all applicable federal, state and local laws.

r. The Contractor represents that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the City with a view towards securing a contract or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Agreement.

s. Contractor shall not discriminate against any employee, or applicant for employment, to be employed in the performance of the Work, because of race, color, religion, sex, disability, or national origin, with respect to the hire, tenure, terms, conditions, privileges or employment of such employee or applicant.

t. Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of this Contract, Contractor shall submit an affirmative action report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City's Affirmative Action Equal Opportunity Policy Statement, as attached hereto as Exhibit "B" and incorporated herein by this reference.

u. References to any document or other instrument includes all amendments and replacements thereof and supplements thereto. References to provisions of law shall be construed as references to those provisions as respectively amended, extended, consolidated or reenacted or as their application is modified by other provisions from time to time and shall include any provisions of which they are reenactments (whether with or without modification), any orders, regulations, instruments, or other subordinate legislation made under the relevant statute.

v. Each Party agrees that it has been given the opportunity to thoroughly discuss all aspects of this Contract with an attorney of its choosing and that each Party has carefully read and fully understands all of the provisions of this Contract. Each Party further represents and acknowledges that in executing this Contract it has not relied upon any representation or statement of the other Party or the other Party's officers, directors, employees, agents, council members or attorneys with regard to the subject matter, basis or effect of this Contract outside of the content of this Contract.

w. The provisions of this Contract are intended to be performed in accordance with, and only to the extent permitted by, all applicable requirements of law. If any provision of this Contract or the application of the Contract to any person or circumstance shall, for any reason and to any extent, be held invalid or unenforceable, neither the remainder of this Contract nor the application of this Contract or such provision to any other person or circumstance or other instruments referred to in this Contract or affected provision shall be affected thereby but, rather, the same shall be enforced to the fullest extent permitted by law. In the event that any provision of this Contract, or the application thereof, is held by any court of competent jurisdiction to be illegal or unenforceable, the Parties shall attempt in good faith to agree upon an equitable adjustment in order to overcome to the greatest extent possible the effect of such illegality or unenforceability.

x. The failure of any Party to insist upon the strict observance and performance of the terms, provisions or conditions of this Contract shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms, provisions or conditions.

y. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

z. If there occurs a conflict between or among this Contract, the Specifications and General Conditions, the Bid Schedules and a part hereof or any Addenda, the prevailing provisions, as between the Parties, shall be: first, those contained in this Contract; second, those contained in the applicable Specifications and General Conditions and Bid Schedules to the extent not inconsistent with this Contract; and third, those continued in any applicable Addenda to the extent not inconsistent with this Contract or such Specifications and General Provisions and Bid Schedules. Thereafter, if further interpretation is needed, the Parties acknowledge Contractor having bid for this Contract via the Bid Documents prepared by City Engineer, City of Bellevue.

aa. Contractor shall not be entitled to terminate this Contract or suspend any of the Work for any reason whatsoever, including any breach of this Contract by City.

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

of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

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

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

IN WITNESS THEREOF, the parties have duly authorized the execution and delivery of this Contract.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: \_\_\_\_\_  
Mayor

BY: \_\_\_\_\_  
City Clerk

ATTEST:

BY: \_\_\_\_\_

\_\_\_\_\_

TITLE: \_\_\_\_\_

## **EXHIBIT "A"**

### **SPECIFICATIONS**

The Work shall consist of furnishing of labor, materials, usage of contractor's equipment, plant, and all else necessary to complete **"BPW-220712 36TH STREET & BLINE AVENUE TRAFFIC SIGNAL AND ADA MODIFICATIONS"**, as specified in the plans and specifications in the City's request for proposals and Notice to Bidders.



Project: City of Bellevue  
“**BPW-220712 36TH STREET & BLINE AVENUE TRAFFIC SIGNAL AND ADA MODIFICATIONS**”

## PROPOSAL

To: Mayor and City Council  
City of Bellevue  
Bellevue, Nebraska 68005

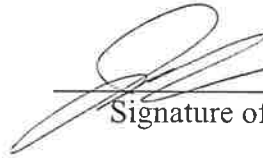
I/We the undersigned have carefully examined the Plans, Specifications, and all addenda thereto and other Contract Documents prepared by the City of Bellevue for “**BPW-220712 36TH STREET & BLINE AVENUE TRAFFIC SIGNAL AND ADA MODIFICATIONS**” and have carefully examined the site of work and become familiar with all local conditions including labor affecting the cost thereof. I/We do hereby propose to furnish all services, coverage’s, labor, mechanics, superintendence, tools, materials, equipment, and all utilities and transportation services necessary to perform and complete said work (effectively hereinafter called "Work") and Work incidental thereto in a workmanlike manner in strict accordance with said Plans, Specifications, and other Contract Documents including Addenda No.(s) #1 \_\_\_\_\_ thereto. The undersigned further certifies that I/We personally inspected the actual location of the Work, together with the local sources of supply; that I/We understand the conditions under which the Work is to be performed, and that I/We waive all right to plead any mistake or misunderstanding regarding the extent of or location of the Work or the conditions peculiar to the area.

The undersigned agrees to furnish the required bonds and to sign the Contract within ten (10) days from and after the acceptance of the Proposal and further agrees to begin Work within ten (10) days after receipt of written Notice to Proceed, and to complete the Work within **sixty (60) Calendar Days**. The undersigned understands that the quantities mentioned are subject to increase and/or decrease and hereby proposes to perform all quantities of Work as increased or decreased in accordance with the provisions of the Contract Document and at the unit price bid.

Accompanying this Proposal, as a guaranty that the undersigned will execute the Contract and furnish a satisfactory bond in accordance with the terms and requirements of the Specifications, is a bid bond or a certified check made payable to the Treasurer, City of Bellevue, Nebraska, in the amount of **5% (five percent) of the bid price**. It is hereby agreed that in case of failure of the undersigned either to execute the Contract or to furnish satisfactory Contract Bond within ten (10) days after receipt of Notice of Award, the amount of this proposal guaranty will be retained by the City of Bellevue, Nebraska, as liquidated damages arising out of failure of the

undersigned either to execute the Contract or to furnish bond as proposed. It is understood that in case the undersigned is not awarded the Work, the proposal guaranty will be returned as provided in the Specifications.

Respectfully submitted:

 *Project manager*  
\_\_\_\_\_  
Signature of Bidder - Title

Jody Boeckman  
\_\_\_\_\_  
Typed or Printed Name

Commonwealth Electric Company  
\_\_\_\_\_  
Name of Company

4225 S. 89th St.  
\_\_\_\_\_  
Business Address

Omaha, NE 68127  
\_\_\_\_\_

18-5422433  
\_\_\_\_\_  
DUNS #

EC 25954  
\_\_\_\_\_  
City of Bellevue Contractor's License #/or  
approved equivalent

402-510-2352  
\_\_\_\_\_  
Phone Number

Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work. Contractor must possess a City of Bellevue Contractor's License or possess an approved equivalent (must be approved by the Chief Building Official). Contact the Permits & Inspections Department at 402-293-3014 with any questions. Contractor shall provide proof of a valid Contractor's License and a copy of the permit prior to work of this project commencing.

ITEMIZED BID SCHEDULE (ADDENDUM #1)  
 BPW-220712 36TH STREET AND BLINE AVENUE  
 TRAFFIC SIGNAL AND ADA MODIFICATIONS

Item No.	Description	Estimated Quantity	Units	Unit Price	Total
1	MOBILIZATION	1	LS	\$4,190.74	\$4,190.74
2	TEMPORARY TRAFFIC CONTROL	1	LS	\$1,378.23	\$1,378.23
3	REMOVE TRAFFIC SIGNAL CONTROLLER	1	EA	\$995.97	\$995.97
4	REMOVE TRAFFIC SIGNAL, TYPE TS-1	2	EA	\$166.00	\$332.00
5	REMOVE TRAFFIC SIGNAL, TYPE TS-1LL	2	EA	\$186.75	\$373.50
6	REMOVE PEDESTRIAN SIGNAL, TYPE PS-1	8	EA	\$95.45	\$763.60
7	REMOVE VIDEO DETECTION SYSTEM	1	EA	\$663.98	\$663.98
8	REMOVE PREEMPTION CONTROL SYSTEM	1	EA	\$331.99	\$331.99
9	TRAFFIC SIGNAL CONTROLLER, TYPE TC-2070 (336L CABINET)	1	EA	\$30,058.07	\$30,058.07
10	TRAFFIC SIGNAL, TYPE TS-1LF	2	EA	\$1,071.75	\$2,143.50
11	TRAFFIC SIGNAL, TYPE TS-1LFF	2	EA	\$1,383.28	\$2,766.56
12	PEDESTRIAN SIGNAL, TYPE PS-1 (COUNTDOWN)	8	EA	\$710.29	\$5,682.32
13	PROVIDE AND INSTALL RADAR VEHICLE DETECTOR SYSTEM, 4 APPROACH	1	LS	\$34,515.84	\$34,515.84
14	PROVIDE AND INSTALL PREEMPTION CONTROL SYSTEM	1	LS	\$11,697.74	\$11,697.74
15	TERMINATED FIBER CONNECTOR	4	EA	\$140.80	\$563.20
16	FIBER TESTING	1	LS	\$3,173.13	\$3,173.13
17	CONNECTOR ADAPTER PANEL	1	EA	\$261.02	\$261.02
18	FIBER CONNECTOR HOUSING	1	EA	\$845.61	\$845.61
19	PAVEMENT MARKING REMOVAL	82	LF	\$2.04	\$167.28
20	REMOVE PAVEMENT	37	SY	\$19.71	\$729.27
21	SAWING PAVEMENT	223	LF	\$8.65	\$1,928.95
22	REMOVE WALK	67	SY	\$18.88	\$1,264.96
23	REMOVE CONCRETE MEDIAN SURFACING	11	SY	\$25.72	\$282.92
24	TIE BARS	81	EA	\$11.66	\$944.46
25	COMBINATION CONCRETE CURB AND GUTTER (47B-3500)	109	LF	\$40.17	\$4,378.53
26	6" CONCRETE CLASS 47B-3500 IMPRINTED SIDEWALK	40	SY	\$109.92	\$4,396.80
27	DETECTABLE WARNING PANEL	56	SF	\$31.32	\$1,753.92
28	4" CONCRETE CLASS 47B-3500 SIDEWALK	6	SY	\$89.50	\$537.00
29	6" CONCRETE CLASS 47B-3500 SIDEWALK	69	SY	\$96.10	\$6,630.90
30	6" CONCRETE MEDIAN SURFACING, CLASS 47B-3500	2	SY	\$126.24	\$252.48
31	10" CONCRETE PAVEMENT, CLASS 47B-3500	19	SY	\$127.39	\$2,420.41
32	CONSTRUCT PCC CURB RAMP	576	SF	\$18.88	\$10,874.88

ITEMIZED BID SCHEDULE (ADDENDUM #1)  
BPW-220712 36TH STREET AND BLINE AVENUE  
TRAFFIC SIGNAL AND ADA MODIFICATIONS

Item No.	Description	Estimated Quantity	Units	Unit Price	Total
33	RELOCATE SIGN	1	EA	\$549.71	\$549.71
34	ADJUST PULL BOX TO GRADE	1	EA	\$331.99	\$331.99
35	RENTAL OF DUMP TRUCK, FULLY OPERATED	5	HR	\$128.71	\$643.55
36	RENTAL OF SKID LOADER, FULLY OPERATED	5	HR	\$153.85	\$769.25

TOTAL BID      \$ \$139,594.26

BIDDER: Commonwealth Electric Company

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16c.  
4/4/2023



COUNCIL MEETING DATE: April 4, 2023		SUBMITTED BY: Mark Elbert-PW 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:

**Concrete Projects 2023 (BPW-230102)**

SYNOPSIS/BACKGROUND:

The City of Bellevue Public Works department issued a Notice for Bids for the Concrete Projects 2023. After review of the bids received, the low bidder, Earnest Construction Group Inc. has been recommended for the project.

FISCAL IMPACT: \$685,188.08      BUDGETED FUNDS?: YES      GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES      COUNTER-PARTY: Earnest Construction Group Inc.      INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: Concrete Projects 2023 (BPW-230102)

CONTRACT EFFECTIVE DATE:      CONTRACT TERM:      CONTRACT END DATE:

PROJECT NAME: Concrete Projects 2023 (BPW-230102)

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

CIP PROJECT NAME:      CIP PROJECT NAME: 2023 Concrete Projects

STREET DISTRICT NAME (S): CIPPK23(1)      STREET DISTRICT NUMBER (S): CIPST23(02)

ACCOUNTING DISTRIBUTION CODE: 10-11-7040      ACCOUNT NUMBER: 10-15-7010


RECOMMENDATION:


City Council to approve and authorize the Mayor to sign the agreement with Earnest Construction Group Inc. in the amount of \$622,898.25, plus a 10% contingency of \$62,289.83, for the total project cost of \$685,188.08 for the 2023 Concrete Projects.


ATTACHMENTS:

- 1. Contract
- 2. Bid sheet
- 3. Proposal
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: 

FINANCE APPROVAL AS TO FORM: 

ADMINISTRATOR APPROVAL AS TO FORM: 

## CONTRACT

## CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 4th day of April 2023 by and between the City of Bellevue Nebraska, a municipal corporation of first class and a political subdivision of the State of Nebraska ("City"), and Earnest Construction Group, Inc. ("Contractor"). Whenever used in this Contract, the term "Party" shall mean City or Contractor, individually, and the term "Parties" shall mean the City and Contractor, collectively.

WHEREAS, Contractor submitted a bid proposal ("Proposal") to City in response to the solicitation or invitation to perform certain work for certain project(s), (as the work and project(s) are more particularly identified in Paragraph 2 of this Contract); and

WHEREAS, Contractor was selected to perform such work subject to the terms, conditions and other provisions of this Contract.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Contract/Contract Documents. Whenever used in this Contract, the term "Contract Documents" shall mean and include this Contract, and (i) the published notice inviting or soliciting bids or proposals in connection with the Work or Projects; (ii) City's request or solicitation for bids or proposals together with all addenda, drawings, schedules, exhibits, manuals, materials and documents attached or relevant to or referenced in such request or solicitation, including all Instructions, Plans, Specifications, Provisions, General or Special Conditions; (iii) Contractor's Bid or Proposal, together with all addenda, drawings, schedules, exhibits, materials and documents attached or relevant to or referenced in such Bid or Proposal; (iv) all payment, performance, labor, materials, maintenance or other bonds or Contract security; and (v) all written change orders, modifications or supplementary terms, conditions or instructions from City pursuant to paragraph 14(g) of this Contract. All Contract Documents shall be considered to be an integral part of this Contract whether or not attached to this written Contract; provided that in the event there shall be any conflict between this written Contract and any of the other Contract Documents, the provisions of this written Contract shall prevail.

2. Contractor's Work. Except to the extent expressly undertaken by City pursuant to the Contract Documents, (i) Contractor shall perform all site preparation and security, labor, supervision, direction, testing, and other services or work ("Work") necessary or appropriate for completion of the 2023 Concrete Projects ("Project") in accordance with the requirements of the Contract Documents; (ii) Contractor shall furnish at its sole cost and expense all bonds, barricades, materials, supplies, equipment, tools, power, water, light, heat, utilities, transportation and all other services, facilities (whether permanent or temporary) and resources required for the Work; (iii) except to the extent otherwise expressly stated in the Contract Documents, Contractor shall be responsible for all means, methods, techniques, sequences and procedures, including coordination of all Work. the Whenever used in this Contract, term "Work" shall include all Corrective Work, unless Contractor the context otherwise requires. shall commence the Work within ten (10) days ("Commencement Date") after

receiving a Written Notice to Proceed from City. Contractor shall notify City in writing of the Commencement Date prior to undertaking any work.

3. Quality of Work. Contractor shall perform all Work in a good and workmanlike manner using qualified personnel and any equipment and materials required by the Contract Documents.

4. Site Inspection. Contractor acknowledges that it has inspected the Project site. Contractor waives any claim for additional time, costs, expenses, compensation or other amounts in connection with any condition (known, apparent, or concealed), which it may encounter at the Project site.

5. Contractor's Warranties. All Work is warranted by Contractor to be of highest quality, to be free from any faults or defects and to conform in all respects with the requirements of the Contract Documents.

6. Time of Essence/Liquidated Damages. Time schedules, limits or requirements specified in the Contract Documents are of the essence to this Contract. All Work shall be completed in accordance with the "Specifications", as attached hereto as Exhibit "A" and incorporated herein by this reference, unless (i) extended by City, in its sole discretion, or (ii) prevented (assuming, in all such events, Contractor's use of its best efforts to timely complete such Work) by the act or neglect of City or by an act of God or for other reasons beyond the control of Contractor, in which event time shall be extended for such reasonable time as City may determine. Whenever any Work shall not be so completed, then as liquidated damages and not as a penalty, Contractor shall pay City, within five (5) days of demand, the sum of Five Hundred and no/100ths Dollars (\$500.00) per day for each and every calendar day that the Work shall remain uncompleted.

7. Contractor's Compensation/Retainage. City shall pay the Contractor in current U.S. funds for the Contractor's performance of the Work. All Work, including any unit cost shall be undertaken at and performed in accordance with Contractor's Bid or Proposal. Subject to additions and deductions as provided in the Contract Documents, the aggregate cost of the Work shall not exceed Six hundred twenty-two thousand eight hundred and ninety-eight dollars and 25/100 Dollars (\$ 622,898.25 ) ("Contract Sum").

Upon completion of Work at the Project site, Contractor shall submit an invoice requesting payment ("Application for Payment") based upon the amount of Work actually completed at the Project site and Contractor shall set forth in detail the Work performed at the rate specified on Contractor's Bid or Proposal. Unless withheld by city because the Project Site Work does not comply with the Contract Documents or because the Contractor's failure to otherwise comply with the requirements of this contract as they may apply to any of the Work, City shall pay contractor ninety percent (90%) of the invoice within thirty (30) days of its receipt. Final payment constituting the entire unpaid balance of the Contract Sum shall be made by City to Contractor when the Contract has been fully performed and accepted, including Contractor's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment. Prior to final payment, Contractor shall provide evidence that

all employees, subcontractors, material suppliers and other persons or entities have been paid in full for any labor, materials, supplies or equipment used in connection with the Work; such evidence shall consist of receipts, releases, and waivers of liens, claims, security interests, or encumbrances arising out of the Work, to the extent and in such form as may be designated by City. At any time Contractor submits an Application for Payment, it shall constitute a representation by Contractor that all Work is completed as warranted by paragraph 5 of this Contract.

8. **Corrective Work.** Whenever discovered prior to the expiration of the Warranty Period, Contractor shall promptly correct any Work ("Corrective Work"), which is found to be substandard, defective or otherwise not in accordance with this Contract whether or not such Work or Corrective Work has been completed, installed or constructed. Contractor shall bear all costs and expense of Corrective Work, including all professional, testing, removal or inspection costs.

9. **Risk of Loss.** Contractor shall bear all risk of loss of or damage to all Work until (i) all Work has been satisfactorily completed and accepted; and (ii) in the case of Corrective Work, until the Corrective Work has been completed to the satisfaction of the City.

10. **Contractor's Indemnity.** Contractor shall defend, indemnify and hold City, its agents and employees harmless from and against any claims, damages (including damages for any personal injury, bodily injury, including death, or property damages), losses and expenses, including any reasonable attorney fees, of any person or entity arising or resulting from or out of (i) Contractor's performance under this Contract; (ii) any breach or default in or any violation or nonperformance of any covenant, term, provision, condition or agreement ("Default") in this Contract to be kept, observed, satisfied or performed by Contractor; (iii) any alleged act, error, omission or negligence of Contractor, its employees, subcontractors, agents, or any other person acting on behalf of Contractor; (iv) any material misrepresentation by Contractor; or (v) Contractor's operations in or about any Project site while Contractor is performing Work on such Project site except to the extent such claims result or arise from or out of, solely and proximately, from City's negligence, unlawful conduct or material breach of this Contract.

11. **Termination for Default.** In addition to any other remedies at law or in equity, City may terminate this Contract whenever Contractor (i) repeatedly refuses to materially comply with any reasonable requirement of City; (ii) fails to timely make any payment required by this Contract; or (iii) fails or refuses to cure any other Default within seven (7) days from written notice from City specifying such Default. Termination shall be effective immediately upon notice from City; provided, however, City may, without prejudice to any of its other rights or remedies under this Contract or otherwise, correct such Default in which event Contractor shall reimburse City for all costs and expenses incurred in undertaking such cure or to collect such reimbursement from Contractor.

12. **Survival of City's Rights.** All indemnity obligations of Contractor under this Contract and the Contractor's obligations under Paragraphs 5, 8 and 10 of this Contract shall survive the completion of all Work and the expiration or termination of this Contract.

13. Bonds and Insurance. Contractor shall furnish to the Department of Public Works for City at least five days prior to commencing any Work under this Contract a Performance Bond in an amount equal to 100% of the Contract Sum and a 100% Labor and Material Bond and all other Contract security and all policies or certificates of insurance which are required by the Contract Documents.

Contractor will maintain and provide evidence of the following insurance coverages from insurance companies acceptable to the city:

- Commercial General Liability \$1,000,000 per occurrence, \$2,000,000 aggregate, City of Bellevue named as an Additional Insured including completed operations, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Auto Liability - \$500,000 combined single limit.
- Workers Compensation/Employers Liability - Statutory limits \$100,000, \$500,000, \$100,000 limits, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Umbrella Liability - \$2,000,000 minimum limit, City of Bellevue named as Additional Insured.
- Builders Risk/Installation Floater - Limit equal to completed value of project. Coverage must apply to City's and all subcontractors interests in property and project.

14. Miscellaneous.

- a. Contractor shall promptly pay all persons or entities that have furnished any services, labor, material, equipment or supplies in connection with any of the Work.
- b. Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work.
- c. Contractor shall perform all Work in compliance with applicable federal, state and local laws, rules and regulations applicable to such performance. Contractor shall comply at all times with the Fair Employment Practices Act (Nebraska Revised Statutes, Sections 48-1101 *et seq.*). Contractor shall pay the Unemployment Compensation Fund of the State of Nebraska any unemployment contributions and interest due under provisions of the Nebraska Revised Statutes (Sections 48-601 *et seq.*).
- d. Contractor shall provide City or its representatives access to all Work (including Work in progress) for inspection or other appropriate purposes during all reasonable times. Contractor shall uncover any Work which has not been inspected at its sole cost and expense unless due to the neglect of City.
- e. Contractor shall keep the Project site(s) free from accumulation of rubbish, debris and hazards. Upon completion of Work at each Project site, Contractor shall remove all surplus materials, all tools, equipment, machinery, waste, rubbish and other items not constituting a part of the completed Work.

- f. Contractor shall be responsible for all acts, errors, omissions or neglect of Contractor's agents and employees, including Contractor's subcontractors and its agents or employees.
- g. City shall have the right to make minor changes in the Work, including Drawings, Plans, and Specifications, at no additional compensation or consideration to Contractor by notice in writing to Contractor. All other changes in Work shall be by written Change Order executed by the Project representative of each Party. City and Contractor each represents that its Project representative is authorized to execute such Change Order and shall be bound by the same; provided, however, that prior approval of the Bellevue City Council shall be required for (i) any Change Order resulting in an adjustment to the Contractor's compensation of more than \$10,000, or (ii) any Change Order or series of Change Orders which in the aggregate increase Contractor's compensation by ten percent (10%) or more of the original compensation.
- h. Neither (i) City's payment of any invoice, nor (ii) the presence of City or its representatives on any Project site, nor (iii) the inspection or approval of any Work shall constitute acceptance of such Work as compliant or otherwise being in accordance with the Contract Documents and shall not be construed to waive any right to indemnity or any other right or remedy of City for any Default of Contractor.
- i. Contractor may not assign or subcontract all or any portion of the Work, except as specified in the Bid or Proposal, without City's prior written consent, which may be withheld in City's absolute discretion.
- j. Contractor shall not assign any moneys due or to become due under this Contract without the prior written consent of City, which may be withheld in City's absolute discretion.
- k. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract.
- l. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection and warnings to prevent damage, injury or loss to employees, subcontractors and any other persons, such as pedestrians or motorists, who may be present upon or within the vicinity of a Project site while Work is being performed or in progress.
- m. Any approval, notice or communication to a Party required or permitted by this Contract shall be sufficient only if made in writing.
- (i) Any notice which may be permitted or required to be given pursuant to this Contract shall be delivered personally or shall be sent by United States certified mail, postage prepaid addressed as set forth below:

If to City:

City of Bellevue  
Public Works Department  
Attn: Public Works Director  
1510 Wall Street  
Bellevue, NE 68005  
Fax No.: (402) 293-3173

With a copy to:

Annie Matthews  
Bellevue City Attorney  
1500 Wall Street  
Bellevue, NE 68005

If to Contractor:

Earnest Construction Group, Inc.  
11507 S. 42<sup>nd</sup> Street Suite #109  
Bellevue, NE 68123  
Phone No.: 402-614-5212

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax No.: \_\_\_\_\_

(ii) Each Party may from time to time change its address for receipt of notices by sending a notice in the manner provided to the others specifying the new address.

(iii) Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted at the last address specified and if the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. In the event the Parties utilize "facsimile" transmitted signed documents, the Parties hereby agree to accept and to rely upon such documents as if they bore original signatures. Each Party acknowledges and agrees to provide to the other Party, within 72 hours of transmission, such documents bearing the original signatures.

n. City's Project representative shall be the Public Works Director, or his designee.

- o. A failure by a Party to enforce any of its rights under this Contract shall not at any time constitute a waiver of such right or any other right, and shall not modify any rights, remedies or obligations of such Party under this Contract or otherwise.
- p. The Contract Documents form the entire agreement of the Parties and supersede any prior oral or written agreements of the Parties in connection with the subject matter of this Contract. Neither this Contract, nor any of the Contract Documents, shall be modified or amended except in a writing duly executed by City.
- q. Contractor shall comply with: (i) the provisions of Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulation (41 C.F.R., Part 60); (ii) the Copeland "Anti-kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (20 C.F.R., Part 3); and (iii) all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the C.F.R.) issued pursuant to the Civil Rights Act of 1964 and all applicable federal, state and local laws.
- r. The Contractor represents that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the City with a view towards securing a contract or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Agreement.
- s. Contractor shall not discriminate against any employee, or applicant for employment, to be employed in the performance of the Work, because of race, color, religion, sex, disability, or national origin, with respect to the hire, tenure, terms, conditions, privileges or employment of such employee or applicant.
- t. Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of this Contract, Contractor shall submit an affirmative action report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City's Affirmative Action Equal Opportunity Policy Statement, as attached hereto as Exhibit "B" and incorporated herein by this reference.
- u. References to any document or other instrument includes all amendments and replacements thereof and supplements thereto. References to provisions of law shall be construed as references to those provisions as respectively amended, extended, consolidated or reenacted or as their application is modified by other provisions from time to time and shall include any provisions of which they are reenactments (whether with or without modification), any orders, regulations, instruments, or other subordinate legislation made under the relevant statute.

v. Each Party agrees that it has been given the opportunity to thoroughly discuss all aspects of this Contract with an attorney of its choosing and that each Party has carefully read and fully understands all of the provisions of this Contract. Each Party further represents and acknowledges that in executing this Contract it has not relied upon any representation or statement of the other Party or the other Party's officers, directors, employees, agents, council members or attorneys with regard to the subject matter, basis or effect of this Contract outside of the content of this Contract.

w. The provisions of this Contract are intended to be performed in accordance with, and only to the extent permitted by, all applicable requirements of law. If any provision of this Contract or the application of the Contract to any person or circumstance shall, for any reason and to any extent, be held invalid or unenforceable, neither the remainder of this Contract nor the application of this Contract or such provision to any other person or circumstance or other instruments referred to in this Contract or affected provision shall be affected thereby but, rather, the same shall be enforced to the fullest extent permitted by law. In the event that any provision of this Contract, or the application thereof, is held by any court of competent jurisdiction to be illegal or unenforceable, the Parties shall attempt in good faith to agree upon an equitable adjustment in order to overcome to the greatest extent possible the effect of such illegality or unenforceability.

x. The failure of any Party to insist upon the strict observance and performance of the terms, provisions or conditions of this Contract shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms, provisions or conditions.

y. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

z. If there occurs a conflict between or among this Contract, the Specifications and General Conditions, the Bid Schedules and a part hereof or any Addenda, the prevailing provisions, as between the Parties, shall be: first, those contained in this Contract; second, those contained in the applicable Specifications and General Conditions and Bid Schedules to the extent not inconsistent with this Contract; and third, those continued in any applicable Addenda to the extent not inconsistent with this Contract or such Specifications and General Provisions and Bid Schedules. Thereafter, if further interpretation is needed, the Parties acknowledge Contractor having bid for this Contract via the Bid Documents prepared by City Engineer, City of Bellevue.

aa. Contractor shall not be entitled to terminate this Contract or suspend any of the Work for any reason whatsoever, including any breach of this Contract by City.

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

of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

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

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

IN WITNESS THEREOF, the parties have duly authorized the execution and delivery of this Contract.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: \_\_\_\_\_  
Mayor

BY: \_\_\_\_\_  
City Clerk

ATTEST:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

## **EXHIBIT "A"**

### **SPECIFICATIONS**

The Work shall consist of furnishing of labor, materials, usage of contractor's equipment, plant, and all else necessary to complete **"2023 CONCRETE PROJECTS"**, as specified in this Contract and in the plans and specifications in the City's request for proposals and Notice to Bidders.

The current City of Omaha Standard Specifications for Public Works Construction, 2020 Edition, and any current revisions or amendments thereto shall apply to this construction and the contractor shall perform in accordance therewith.



Project: City of Bellevue  
"2023 CONCRETE PROJECTS"

### PROPOSAL


To: Mayor and City Council  
City of Bellevue  
Bellevue, Nebraska 68005

I/We the undersigned have carefully examined the Plans, Specifications, and all addenda thereto and other Contract Documents prepared by the City of Bellevue for "2023 CONCRETE PROJECTS" and have carefully examined the site of work and become familiar with all local conditions including labor affecting the cost thereof. I/We do hereby propose to furnish all services, coverage's, labor, mechanics, superintendence, tools, materials, equipment, and all utilities and transportation services necessary to perform and complete said work (effectively hereinafter called "Work") and Work incidental thereto in a workmanlike manner in strict accordance with said Plans, Specifications, and other Contract Documents including Addenda No.(s) 0 thereto. The undersigned further certifies that I/We personally inspected the actual location of the Work, together with the local sources of supply; that I/We understand the conditions under which the Work is to be performed, and that I/We waive all right to plead any mistake or misunderstanding regarding the extent of or location of the Work or the conditions peculiar to the area.

The undersigned agrees to furnish the required bonds and to sign the Contract within ten (10) days from and after the acceptance of the Proposal and further agrees to begin Work within ten (10) days after receipt of written Notice to Proceed, and to complete the Work within (see **Construction Schedule**) The undersigned understands that the quantities mentioned are subject to increase and/or decrease and hereby proposes to perform all quantities of Work as increased or decreased in accordance with the provisions of the Contract Document and at the unit price bid.

Accompanying this Proposal, as a guaranty that the undersigned will execute the Contract and furnish a satisfactory bond in accordance with the terms and requirements of the Specifications, is a bid bond or a certified check made payable to the Treasurer, City of Bellevue, Nebraska, in the amount of **5% (five percent) of the bid price**. It is hereby agreed that in case of failure of the undersigned either to execute the Contract or to furnish satisfactory Contract Bond within ten (10) days after receipt of Notice of Award, the amount of this proposal guaranty will be retained by the City of Bellevue, Nebraska, as liquidated damages arising out of failure of the undersigned either to execute the Contract or to furnish bond as proposed. It is understood that in case the undersigned is not awarded the Work, the proposal guaranty will be returned as provided in the Specifications.

Respectfully submitted:

  
Signature of Bidder - Title

DOUGLAS EARNEST  
Typed or Printed Name

EARNEST CONSTRUCTION GROUP, INC.  
Name of Company

11507 S. 42<sup>ND</sup> SUITE 109  
Business Address

BELLEVUE, NE 68123

\_\_\_\_\_  
DUNS #

\_\_\_\_\_  
City of Bellevue Contractor's License #/or  
approved equivalent

402-614-5212  
Phone Number

Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work. Contractor must possess a City of Bellevue Contractor's License or possess an approved equivalent (must be approved by the Chief Building Official). Contact the Permits & Inspections Department at 402-293-3014 with any questions. Contractor shall provide proof of a valid Contractor's License and a copy of the permit prior to work of this project commencing.

ITEMIZED BID SCHEDULE  
2023 CONCRETE PROJECTS

**BASE BID**

Item No.	Description	Estimated Quantity	Units	Unit Price	Total
103.101	REMOVE INLET	2	EA	250. <sup>00</sup>	500. <sup>00</sup>
105.140	REMOVE SIDEWALK	12565	SF	.55 <sup>4</sup>	6,910. <sup>75</sup>
501.400	ADJUST UTILITY VALVE TO GRADE	2	EA	50. <sup>00</sup>	100. <sup>00</sup>
503.000	CONSTRUCT 4-INCH PCC SIDEWALK	5609	SF	6. <sup>00</sup>	33,654. <sup>00</sup>
503.002	CONSTRUCT 6-INCH PCC SIDEWALK	5306	SF	7. <sup>00</sup>	37,142. <sup>00</sup>
503.100	CONSTRUCT SIDEWALK CURB WALL	25	SF	20. <sup>00</sup>	500. <sup>00</sup>
503.202	CONSTRUCT 6-INCH IMPRINTED PCC SURFACE	770	SF	8. <sup>00</sup>	6,160. <sup>00</sup>
504.000	CONSTRUCT PCC CURB RAMP	3424	SF	12. <sup>80</sup>	43,827. <sup>20</sup>
504.100	CONSTRUCT DETECTABLE WARNING PANEL (SUBSIDIARY)	1522	SF	---	---
605.000	CONSTRUCT SEGMENTAL RETAINING WALL	387	SF	10. <sup>00</sup>	3,870. <sup>00</sup>
702.915	ADJUST MANHOLE TO GRADE	4	EA	250. <sup>00</sup>	1,000. <sup>00</sup>
702.931	CONSTRUCT GRATE INLET - TYPE "A" DOUBLE	2	EA	2,000. <sup>00</sup>	4,000. <sup>00</sup>
702.953	RECONSTRUCT CURB INLET WALLS	4	EA	500. <sup>00</sup>	2,000. <sup>00</sup>
802.002	INSTALL SEEDING (SUBSIDIARY)	1085	SY	---	---
802.002A	INSTALL SEEDING (AUTHORIZED)	105	SY	\$4.00	\$420.00
802.700	INSTALL SODDING (SUBSIDIARY)	100	SY	---	---
802.700A	INSTALL SODDING (AUTHORIZED)	30	SY	\$7.00	\$210.00
906.210	PROVIDE TEMPORARY TRAFFIC CONTROL	1	LS	3,700. <sup>00</sup>	3,700. <sup>00</sup>
1002.054	REPAIR PAVEMENT (TYPE L85)	2837	SY	88. <sup>10</sup>	249,939. <sup>70</sup>
1002.100	REPAIR CURB AND GUTTER	3723	LF	28. <sup>00</sup>	104,244. <sup>00</sup>
1002.101	REPAIR DRIVEWAY (TYPE L85)	443	SY	73. <sup>00</sup>	32,339. <sup>00</sup>
1002.308	RECONSTRUCT INLET	3	EA	1,900. <sup>00</sup>	5,700. <sup>00</sup>
1004.400	REMOVE AND REPLACE PRECAST INLET TOP	12	EA	1,720. <sup>00</sup>	20,640. <sup>00</sup>
1109.000	MOBILIZATION/DEMOBILIZATION	1	LS	100. <sup>00</sup>	100. <sup>00</sup>
1110.000	TOWING	2	HR	50. <sup>00</sup>	100. <sup>00</sup>

BASE BID TOTAL    \$ 557,056.<sup>65</sup>

BIDDER: EARNEST CONSTRUCTION GROUP, INC.

ITEMIZED BID SCHEDULE  
2023 CONCRETE PROJECTS

**ADD ALTERNATE #1**

Item No.	Description	Estimated Quantity	Units	Unit Price	Total
105.100	REMOVE PAVEMENT	50	SY	10. <sup>00</sup>	500. <sup>00</sup>
105.140	REMOVE SIDEWALK	8,032	SF	.554	4,417. <sup>60</sup>
501.021	CONSTRUCT 7" CONCRETE PAVEMENT (TYPE L85)	50	SY	82. <sup>00</sup>	4,100. <sup>00</sup>
503.002	CONSTRUCT 6-INCH PCC SIDEWALK	8,032	SF	7. <sup>00</sup>	56,224. <sup>00</sup>
802.002	INSTALL SEEDING (SUBSIDIARY)	1,067	SY	---	---
802.002A	INSTALL SEEDING (AUTHORIZED)	100	SY	\$4.00	\$400.00
906.210	PROVIDE TEMPORARY TRAFFIC CONTROL	1	LS	100. <sup>00</sup>	100. <sup>00</sup>
1109.000	MOBILIZATION/DEMOBILIZATION	1	LS	100. <sup>00</sup>	100. <sup>00</sup>

ADD ALTERNATE #1 TOTAL      \$ 65,841.<sup>60</sup>

(Does not include base bid)

BIDDER: EARNEST CONSTRUCTION GROUP, INC.

**From:** [Jim Ristow](#)  
**To:** [Shirley Harbin](#)  
**Subject:** FW: Concrete Projects for 2023  
**Date:** Monday, April 3, 2023 3:34:22 PM

Can you attach this to tomorrow's agenda? 16c

Thanks

Jim Ristow  
City of Bellevue  
City Administrator  
1500 Wall Street  
Bellevue, NE 68005  
402-293-3023

---

**From:** Bobby Riggs <Bobby.Riggs@bellevue.net>  
**Sent:** Monday, April 3, 2023 3:22 PM  
**To:** Jim Ristow <jim.ristow@bellevue.net>  
**Cc:** Mark Elbert <mark.elbert@bellevue.net>  
**Subject:** RE: Concrete Projects for 2023

PROJECT NUMBER	PROJECT LOCATION	DESCRIPTION
M146(270A)	Giles Rd. 42nd to 48th St -	ALL PROJECTS - REHAB ADVANCED CONCRETE REPAIRS – STREET, INLET, CURB, CURB RAMP WORK AHEAD OF PLANNED 2024 OVERLAYS
M146(281A)	Freeman Dr/Jackson St. Harvell Dr to Mission Ave	
M146(282A)	Cascio Addition - Kings Dr, Cascio Dr	
M146(285A)	Valleyview, 39th St	
M146(297A)	St Andrews Rd.	
	Lincoln Rd to Birchcrest Rd	

Above is a summary break-down of the individual Street Dept CIP projects in the package.

**The Add Alternate project is intended to cover Parks Dept work needed in Faulkland Park and the quantities will be account for and charged to respective department.**

Please let me know if you have any questions or need additional information.

\*\*requesting approval as submitted. Low bid contractor for the package is approximately \$400k under projected costs for the street projects. The contractor has worked in the city on previous projects in a professional manner with no issues related to work proficiency.

**Bobby Riggs**  
City of Bellevue  
Street Superintendent  
Office: (402) 293-3126  
E-mail: [Bobby.Riggs@bellevue.net](mailto:Bobby.Riggs@bellevue.net)



<https://bellevue.net/>

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**From:** Jim Ristow <[jim.ristow@bellevue.net](mailto:jim.ristow@bellevue.net)>  
**Sent:** Monday, April 3, 2023 3:06 PM  
**To:** Bobby Riggs <[Bobby.Riggs@bellevue.net](mailto:Bobby.Riggs@bellevue.net)>  
**Cc:** Mark Elbert <[mark.elbert@bellevue.net](mailto:mark.elbert@bellevue.net)>  
**Subject:** Concrete Projects for 2023

Could you have an outline of 2023 Concrete projects for tomorrow's Council meeting? Just send it to me and I will distribute.

Thanks

Jim Ristow  
City of Bellevue  
City Administrator  
1500 Wall Street  
Bellevue, NE 68005  
402-293-3023

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

**16d.**  
**4/4/2023**

COUNCIL MEETING DATE: 04/04/23		SUBMITTED BY: Finance/CDBG	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approve the 2022 CDBG Subrecipient Agreement with Lift Up Sarpy County for the Bellevue Community Assistance Program in an amount not to exceed \$ 72,500.00

SYNOPSIS/BACKGROUND:

As part of the 2022 Action Plan approved by the City Council on July 19, 2022, Lift Up Sarpy County was approved for funding in an amount not to exceed \$72,500.00 for the Bellevue Community Assistance Program which includes support for the car repair match program and emergency assistance for those affect by the coronavirus pandemic. Lift Up Sarpy has approved and signed the subrecipient agreement which includes the scope of service and all city and federal requirements for the use of CDBG funding.

FISCAL IMPACT: \$72,500.00      BUDGETED FUNDS?: Yes      GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes      COUNTER-PARTY: Lift Up Sarpy COunty      INTERLOCAL AGREEMENT: No

CONTRACT DESCRIPTION: 2022 CDBG Subrecipient Agreement

CONTRACT EFFECTIVE DATE: 04/04/2023      CONTRACT TERM: 1 year      CONTRACT END DATE: 04/03/2024

PROJECT NAME: Lift Up Sarpy Bellevue Community Assistance Program

START DATE: 04/04/2023      END DATE: 04/03/2023      PAYMENT DATE:      INSURANCE REQUIRED: Yes

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

ACCOUNTING DISTRUBUTION CODE: CDBG-192304      ACCOUNT NUMBER: 60/1903/192304/450/60HUD

RECOMMENDATION:

Approve and authorize the Mayor to sign the CDBG subrecipient agreement with Lift Up Sarpy.

ATTACHMENTS:

1. 2022 CDBG Subrecipient Agreement	2. _____	3. _____
4. _____	5. _____	6. _____

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*[Handwritten signatures in blue ink]*

**SUBRECIPIENT AGREEMENT  
BETWEEN THE CITY OF BELLEVUE AND  
LIFT UP SARPY COUNTY  
FOR EXPENDITURE OF  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
B-22-MC-31-0003**

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the subrecipient LIFT UP SARPY COUNTY hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

WHEREAS, the GRANTEE has applied for and received funds, for the prevention, preparation for, and response to the coronavirus under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Public Law 116-136 and under the Catalog of Federal Domestic Assistance Number 14-218 (CDBG), from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-21-MC-31-0003 HUD contract in the amount of \$42,593.00 and from the B-19-MW-31-003 Community Development Block Grant Coronavirus (CDBG-CV) contract in the amount of \$29,907.00 for the Bellevue Community Response Program for Vulnerable Adults and Elderly; and

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

**A. SCOPE OF SERVICE.**

1. Activities. The SUBRECIPIENT agrees to provide the GRANTEE eligible services, activities, and/or programs in accordance with the Community Development Block Grant regulations set forth in 24 CFR Part 570 as amended; Federal Register Docket No. FR-6218-N-01 Notice of Program Rules, Waivers, and Alternative Requirements under the CARES Act for Community Development Block Grant Program Coronavirus Response Grant, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Grants; and the GRANTEE's CDBG program as described in the City of Bellevue's 2019-2023 Consolidated Plan. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed \$29,907.00 from the B-19-MW-31-0003 and \$42,593.00 from the B-22-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of assisting with the Bellevue Community Response program which includes the Car Match program to assist a low- and moderate-income household with maintenance and repair of a vehicle to ensure the maintaining of transportation and community response assistance and administration which is eligible under 24 CFR 570.201(e) Public Service. Such program will include the following activities eligible under the CDBG program:

- \_\_\_\_\_
- a. Program Delivery. To provide the car match program including, but not limited to, the maintenance and repair of vehicles to maintain employment and school as outlined in the 2022 CDBG application for assistance. The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
    - i. Develop program guidelines, eligibility requirements, application forms, and review procedures for the assistance program.

- ii. Develop program metrics to document program performance in meeting CDBG National Objective goals and income benefit goals outlined in A.1.b-c.
    - iii. Maintain program records documenting participation eligibility including race and ethnic data, household income and other characteristics, and access to services for household benefiting from service provided to meet National Objective requirements and income benefit goals.
    - iv. Verify there is no duplication of benefit assistance for persons through CDBG-CV funding and provide documentation through the Duplication of Benefit Worksheet.
  - b. Income Benefit Goals. It is anticipated that the program will provide participation assistance for 50 low- and moderate-income households residing within Bellevue city limits.
  - c. National Objective. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The SUBRECIPIENT certifies that the activity carried out under this agreement will meet the National Objective benefit low- and moderate-income limited clientele benefit by benefiting low- and moderate-income persons.
    - i. Income Definition. For the purposes of determining whether a person or household is low- and moderate-income, the SUBRECIPIENT will utilize the income definition under 24 CFR 570.3 Income (1)(iii) Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 for individual Federal annual income tax purposes.
- \_\_\_\_\_
2. Performance Monitoring. The SUBRECIPIENT at such times and in such forms as the GRANTEE may require, shall furnish performance reports pertaining to the activities undertaken pursuant to this Agreement to meet the CDBG National Objective. Such reports shall include, but not be limited to:
    - a. Statistical information including the number of persons, race, income, and head of household of the persons benefiting; and the number of persons that will be provided with new or improved access to services and/or facilities.
    - b. Update on the expenditure of funding as well as a timeline for expenditure update.
    - c. Any additional funds leveraged with CDBG funding.
    - d. Other reports as required by Section 570.507 of Title 24, 2 CFR Part 200, and as otherwise required by HUD and/or the GRANTEE.
  3. Site Visit. The GRANTEE's CDBG staff will perform periodic site visits to ascertain that approved program is proceeding properly. Site visits will include, but are not limited to, a semi-annual monitoring visit and close out visit at the conclusion of the project.
  4. Environmental Clearance. The SUBRECIPIENT shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR 570 Subpart K, except that the SUBRECIPIENT does not assume the GRANTEE's environmental review responsibilities described in 24 CFR Part 570.604; and for initiating the review process under provisions of 24 CFR Part 52. All activities must have prior review to ensure environmental conformance through a site-specific review, i.e.: floodplain clearance, airport hazards Asbestos, Americans with Disabilities Act, etc. No grant funds may be disbursed for the project until environmental clearance has been received.
  5. Time of Performance. The agreement will remain in effect for twelve (12) months from the date of execution.
  6. Ineligible Expenses. General maintenance costs are ineligible CDBG expenses, i.e., mowing, replacement of expended light bulbs, and similar expenses which are necessary for the operation of the

facility.

7. Duplication of Benefits. CDBG-CV funds through the CARES Act requires adequate procedures are in place to prevent any duplication of benefits as required by section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018. SUBRECIPIENT will implement the GRANTEE's Duplication of Benefits policy and maintain adequate documentation of proper assessment of each applicant and whether the use of CDBG-CV funds will duplicate financial assistance that is already received or is likely to be received by acting reasonable to evaluate need and the resources available to meet that need.

**B. RECORDS, REPORTING AND PAYMENT SCHEDULES.**

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed \$29,907.00 from the B-19-MW-31-0003 and \$42,593.00 from the B-22-MC-31-0003 funding agreements. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200.302.
2. Records and Reporting. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:
  - a. Records providing a full description of each activity undertaken, including compliance with standards for public services in 24 CFR 570.201(e);
  - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
  - c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
  - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
  - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
  - f. Financial records as required by 24 CFR 570.502 and 24 CFR 570.84.21-58; and
  - g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
3. UEI Number. The SUBRECIPIENT must maintain a Subrecipient Unique Entity Identifier (UEI), formerly known as the DUNS number, registered in the System for Award Management (SAM) through the completion of the agreement. The GRANTEE must be able to verify the SUBRECIPIENT's registered DUNS number with SAM.gov prior to any grant funding being disbursed.
4. Quarterly Reporting. The SUBRECIPIENT shall provide the GRANTEE with quarterly activity reports through the completion of the funded activity. All activity reports are due to the CDBG Office of the GRANTEE on or before the 15th day of the month following the end of a quarter. Failure to submit said reports in a timely manner may delay reimbursement to the SUBRECIPIENT for grant-eligible expenses. In the event quarterly activity reports are not provided, the GRANTEE may withhold disbursement of grants funds until all delinquent reports are provided. The CDBG Fiscal Year will be October 1<sup>st</sup> to September 30<sup>th</sup>. Quarters will be:
  - a. 1<sup>st</sup> Quarter: October – December,
  - b. 2<sup>nd</sup> Quarter: January – March,
  - c. 3<sup>rd</sup> Quarter: April – June, and
  - d. 4<sup>th</sup> Quarter: July – September.

5. Record Retention. The SUBRECIPIENT shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this agreement for at least five (5) years from the date of submission of the final activity report or until all audit findings have been resolved, whichever is later. The SUBRECIPIENT shall, as often as deemed necessary by the GRANTEE, permit authorized representatives of the GRANTEE and HUD to have full access to and the right to fully examine all such material.
6. Beneficiary Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided under the National Objective per 24 CFR 570.208. Such data shall include, but not be limited to client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to GRANTEE monitors or their designee for review upon request.
7. Disclosure. The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the activity with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent/guardian.

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8. Purchasing Procedures.

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

9. Contracting.

- a. The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the GRANTEE; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GRANTEE. All terms and conditions of this agreement shall apply to any approved subcontract or assignment related to the agreement.
- b. Subcontracts
  - i. Approvals. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GRANTEE prior to the execution of such agreement.

- ii. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written quarterly reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- iii. Content. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- iv. Selection Process. The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. All subcontractors must have a UEI number indicating eligibility to work on federal projects and be registered in the System for Award Management ([www.sam.gov](http://www.sam.gov)) and maintain a City of Bellevue contractor's license as required. Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process.

10. Request for Payment.

- a. Request for funds may be made by the SUBRECIPIENT upon satisfactory completion of project requirements as specified in the agreement. The SUBRECIPIENT must submit a cover sheet or invoice requesting reimbursement for allowable expenses signed by the Authorized Representative, a copy of the original invoice, and any additional requested documentation. The GRANTEE will reimburse the SUBRECIPIENT directly. The request will be reviewed for payment by the GRANTEE and submitted for approval by the City Council during meetings on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month. The GRANTEE will not be responsible for any late fees incurred and will not reimburse the agency for any late fees paid. There is no guarantee that funds will be reimbursed within a month's time. The payments are made only from monies available to the GRANTEE through the CDBG program and are subject to the availability of such funds.
- b. The SUBRECIPIENT's right to incur expenses under this Agreement shall cease upon expiration of Agreement. All requests for reimbursement on expenditures made prior to expiration of Agreement must be requested within thirty (30) days after expiration. Unless expressly authorized by the GRANTEE in writing, expenditures not requested within the thirty (30) day period after expiration of Agreement shall be disallowed and all funds shall be reclaimed by the GRANTEE.
- c. Any expenses incurred or subcontracts executed prior to the approval of the subrecipient agreement will not be eligible for reimbursement.

11. Program Income. In accordance with 24 CFR 570.504(c), any program income as defined in 24 CFR 570.500, generated by activities carried out with CDBG funds made available under this agreement shall be reported quarterly to the GRANTEE by the SUBRECIPIENT. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR 200.307.

12. Timeliness. Funding allocated as part of this agreement must be expended within 12 months from the date of the agreement. The agreement may be eligible for one extension for one additional year.

- a. Agreement Extension Request. To be eligible for an agreement extension, the SUBRECIPIENT must provide a written request with narrative explaining the reason for the delay in project completion, an updated timeline for project completion, and any additional information as

requested by the GRANTEE. The GRANTEE CDBG staff will review the request and prepare the request for City Council consideration. The GRANTEE CDBG staff reserves the right to reallocate any unexpended funds upon expiration of the agreement.

13. Close-outs.

- a. The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advance, program income balances, an accounts receivable to the GRANTEE), and determining the custodianship of records. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including program income.
- b. CDBG-CV grants will be closed out in accordance with requirements outlined in 2 CFR 200.343
- c. Upon expiration or termination of the Agreement, the SUBRECIPIENT will provide final versions of all financial performance, and other reports that were a condition of the funding agreement, including, but not limited to:
  - i. A final performance report,
  - ii. A final request for payment, and
  - iii. A final inventory of property in the SUBRECIPIENT's possession that was acquired or improved with CDBG funds.

**C. GENERAL COMPLIANCE.**

1. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except the (1) the SUBRECIPIENT does not assume the GRANTEE's environmental responsibilities described in 2 CFR 570.604 and (2) the SUBRECIPIENT does not assume the GRANTEE's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.
2. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.
3. Hold Harmless. The SUBRECIPIENT, to the extent permitted by law, shall hold harmless, defend and indemnify, the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.

4. Grantor Recognition. The SUBRECIPIENT shall insure recognition of the role of the GRANTEE in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as funded with CDBG funds from the GRANTEE. In addition, the SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this agreement.
5. Amendments. The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

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

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

#### **D. OTHER PROGRAM REQUIREMENTS.**

1. Civil Rights.
  - a. Compliance. The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
  - b. Nondiscrimination. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff,

termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

- c. Land Covenants. This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the GRANTEE and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
- d. Section 504. The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

## 2. Affirmative Action.

- a. Plan. The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- b. Women and Minority Owned Business Enterprises (W/MBE). The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises Title 49 Code of Federal Regulations Part 23, the maximum practicable opportunity to participate in the performance of this agreement. As used in this agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish- speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- c. Access to Records. The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or worker's

representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

### 3. Employment Restrictions.

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

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

- i. Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or

reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- ii. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. "Section 3" Clause.

- i. This is a Section 3 covered project. Section 3 projects mean housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as detailed in 24 CFR 75(a)(2)(i). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.
- ii. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- iii. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- iv. The Section 3 requirements apply to all contractors and subcontractors performing work in connection with a Section 3 covered project. Contractor means any entity entering into a contract with (a) a recipient to perform work in connection with work in connection with a Section 3 project; or (b) a subrecipient for work in connection with a

Section 3 project. Subcontractor means any entity that has a contract with a Contractor to undertake a portion of the contractor's obligation to perform work in connection with a Section 3 project.

- v. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 75.
- vi. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- vii. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- viii. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the Section 3 requirements of 24 CFR Part 75.

#### 4. Conduct.

- a. Assignability. The SUBRECIPIENT shall not assign or transfer any interest in this contract without the prior written consent of the GRANTEE. Notice of any such assignments or transfer shall be furnished promptly to the GRANTEE.
  - b. Subcontracts. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this agreement without the written consent of the GRANTEE prior to the execution of such agreement.
    - i. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.
    - ii. Content. The SUBRECIPIENT shall cause all the provisions of this agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
    - iii. Selection Process. The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.
5. Hatch Act. The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

6. Conflict of Interest. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict-of-interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.
7. Lobbying. The SUBRECIPIENT hereby certifies that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
  - c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
  - d. Lobby Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
8. Copyright. If this agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.
9. Religious Organization. The SUBRECIPIENT agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).
10. Relocation and One-For-One Housing Replacement. The displacement of any person as a direct result of rehabilitation for a CDBG-assisted project must comply with 24 CFR 570.606 and 49 CFR Part 24. The SUBRECIPIENT will conduct the CDBG activities so as to minimize displacement, and if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act.

**E. UNIFORM ADMINISTRATIVE REQUIREMENTS.**

1. The SUBRECIPIENT shall comply with the administrative regulations, including, but not limited to, 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” Final Guidance applicable to HUD Federal Award Recipients. Requirements and standards under 2 CFR 200 which supersedes, consolidates, and streamlines requirements from eight OMB Circulars, including: (1) A-21, Cost Principles for Educational Institutions, (2) A-87, Cost Principles for State, Local, and Indian Tribal Governments, (3) A-89, Catalog of Federal Domestic Assistance, (4)A-102, Grants and Cooperative Agreements with State and Local Governments,(5) A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, (6) A-122, Cost Principles for Non-Profit Organizations, (7) A-133, Audits of States, Local Governments, and Non-Profit Organizations, and (8) The guidance in OMB Circular A-50, Audit Follow Up, on Single Audit Act follow-up.
2. Cost Principles. The SUBRECIPIENTS shall comply with the requirements under 2 CFR 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
3. Audits. The SUBRECIPIENT is required to comply with 2 CFR 200, Subpart F, as applicable, which supersedes OMB Circular A-133 “Audits of Institutions of State, Local Government, and Nonprofit Institutions”. If the SUBRECIPIENT spends \$750,000 or more a fiscal year in Federal awards, the SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with the OMB Super Circular.

**F. INSURANCE REQUIREMENTS.**

1. Worker’s Compensation. The GRANTEE also requires the SUBRECIPIENT to carry workers compensation with a waiver of subrogation and a \$500,000.00 limit.
2. Insurance and Bonding. The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage and comply with insurance requirement of 2 CFR 200.310. The SUBRECIPIENT is required to list the GRANTEE as additional insured with waiver of subrogation. The GRANTEE requires contracting insurance of \$1,000,000.00 limit for General Liability with a \$2,000,000.00 aggregate. The GRANTEE will review insurance requirements on a case-by-case basis if this a burden or not applicable under specific agreements.

**G. AGREEMENT MODIFICATIONS.**

1. In the event the parties fail to agree on changes or interpretations of this agreement, the decision of the GRANTEE shall prevail. In the event of any disagreement between the SUBRECIPIENT and the GRANTEE relating to the funded activity and materials purchased and its conformity to the requirements of this agreement, the decision of the GRANTEE shall prevail.
2. This agreement is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the GRANTEE.

3. Except as otherwise provided in this agreement, the rehabilitation activities to be completed and the total grant award may be modified only by written agreement of the authorized representatives of the parties to this agreement.

#### **H. REVERSION OF ASSETS.**

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

#### **I. SUSPENSION OR TERMINATION OF AGREEMENT.**

1. In accordance with 24 CFR 85.43, the GRANTEE may suspend or terminate this agreement should the SUBRECIPIENT violate any terms or conditions thereof.
2. This agreement may be terminated or suspended in whole or in part at any time by the GRANTEE for cause. The GRANTEE may refuse to disburse additional funds or require return of all or part of funds already disbursed. The decision of the GRANTEE shall prevail. Grounds constituting cause include but are not limited to:
  - a. Failure by the SUBRECIPIENT to comply with the provisions of this agreement or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this agreement.
  - b. Purposes for the funds have not been or will not be fulfilled, or would be illegal to carry out.
  - c. The SUBRECIPIENT has submitted incorrect or incomplete documentation pertaining to this agreement.
3. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.
4. In the event of termination or suspension, all materials/equipment purchased through the agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action. The option of the GRANTEE constitutes a security interest in any materials/equipment purchased or property improved by expenditure of the funds for as long as such materials/equipment or improvements have any value unless the GRANTEE declines its option or releases its security interest. Recording of this agreement shall be effective as a financing statement noticing the security interest of the GRANTEE as created herein. In addition, the GRANTEE shall have a lien against the improved real estate to the extent of expenditures of these funds and to secure repayment of such funds in the event of cessation of operations, sale, transfer of the property in any manner whatsoever, voluntary or involuntary receivership, or application for bankruptcy by the SUBRECIPIENT.

**J. NOTICES.**

1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.
  - a. To GRANTEE: City Administrator  
City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005
  - b. To SUBRECIPIENT: President, Board of Directors  
Lift Up Sarpy County  
119 West Mission Ave  
Bellevue, NE 68005
  - c. Copy to: Finance Director  
City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005

\_\_\_\_\_  
Rusty Hike, Mayor  
City of Bellevue, Nebraska

\_\_\_\_\_  
Angie Lauritsen, President  
Lift Up Sarpy County

\_\_\_\_\_  
Rich Severson, Finance Director  
City of Bellevue, Nebraska

\_\_\_\_\_  
Tanya Gifford, Executive Director  
Lift Up Sarpy County

ATTEST:

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

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

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

(Affix Notarial Seal)

My Commission Expires: \_\_\_\_\_

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

The above and foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Angie Lauritsen, President, Lift Up Sarpy County, on behalf of the organization.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16e.  
4/4/2023

COUNCIL MEETING DATE: 04/04/2023		SUBMITTED BY: Administration/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:

Settlement Agreement between the City of Bellevue, Sarpy County, and Trace Jones in his official capacity as Sarpy County Treasurer to settle, resolve and dispose of issues related to the PILOT Litigation

SYNOPSIS/BACKGROUND:

Certain entities were unpaid in 2018, 2019 and 2020 due to certain distributions of the 5% Gross In-Lieu taxes paid to Treasurer that were made in error according to a 2021 Attestation Report from Nebraska Auditor of Public Accounts. These underpaid entities (Omaha Public Schools, Millard Public Schools, Gretna Public Schools and Springfield Platteview Community Schools) filed the PILOT litigation seeking an order directing the Sarpy County Treasurer to correct the erroneous distributions of the PILOT funds to the underpaid entities for the years 2018, 2019 and 2020.

The underpaid school districts have reached a separate settlement agreement with Sarpy County to resolve the PILOT litigation. The agreement reduces the underpaid school districts' original demand for repayment amount from \$6,520,798 to \$2,715,578 (which is 41.64% of the original demand amount). The City of Bellevue was overpaid in 2018, 2019, and 2020 a total of \$1,219,220 based on the Attestation Report. The City seeks to resolve any claims and potential liability for this alleged overpayment with this proposed settlement agreement.

In regards to the indicated fiscal impact, the total amount of repayment is \$507,741.69. This will be paid by reducing the expected annual PILOT funds the City receives by \$105,548 for the next consecutive five years. For 2023, these funds were not budgeted, but will be reduced from PILOT funds received in 2023. In 2024-2027, the City will be able to budget and account for the expected reduction. This agreement would result in a full release of liability from the County and underpaid school districts for any additional repayment, set off or recoupment of overpaid funds for 2018, 2019, and 2020.

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 Settlement Agreement with Sarpy County and Sarpy County Treasurer.

ATTACHMENTS:

1. <input type="text" value="Settlement 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: 

\*REVISED 11/2022

## SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement"), effective as of the date of its execution, is made and agreed to by and between City of Bellevue (the "Overpaid Entity"), Sarpy County, and Trace Jones, in his official capacity as Sarpy County Treasurer (the "Treasurer") as set forth below, to settle, resolve and dispose of issues related to the mandamus action pending in the District Court of Sarpy County Nebraska, Case No. 21-2688 (the "PILOT Litigation").

### RECITALS

WHEREAS, on March 9, 2021, the Nebraska Auditor of Public Accounts issued an Attestation Report of the Sarpy County Treasurer (the "Attestation"), concluding in part that distributions of 5% Gross In-Lieu taxes paid to the Treasurer pursuant to Neb. Rev. Stat. § 70-651.04 were made in error for amounts received in 2018, 2019 and 2020, recommending that the County Treasurer correct the erroneous distributions;

WHEREAS, the Treasurer, in response to the Attestation, made certain adjustments to distributions of 5% Gross In-Lieu taxes commencing in 2021, but declined to make retroactive adjustments to prior years' PILOT distributions;

WHEREAS, Douglas County School District 0001 a/k/a Omaha Public Schools, Douglas County School District 0017 a/k/a Millard Public Schools, Sarpy County School District 0037 a/k/a Gretna Public Schools, and Sarpy County School District 0046 a/k/a Springfield Platteview Community Schools (collectively, the "Underpaid School Districts") filed the PILOT Litigation seeking an order directing the Treasurer to correct the erroneous distributions of PILOT funds to the Underpaid School Districts for the years 2018, 2019, and 2020;

WHEREAS, the Underpaid School Districts, Sarpy County, and the Treasurer have reached a separate settlement agreement to resolve the PILOT litigation which will require the Treasurer to pay additional amounts to the Underpaid School Districts when it makes its customary annual distribution of Gross In-Lieu taxes for the next five consecutive years, commencing in 2023 and continuing annually through 2027; and

WHEREAS, the Treasurer and the Overpaid Entity in recognition of the time, expense, and risk of further litigation, desire to fully settle and resolve their disputes and differences collaterally at issue in the PILOT Litigation on the terms and conditions more particularly provided in this Agreement.

### AGREEMENT

NOW THEREFORE, in order to consummate the intent of the parties as set forth in the foregoing Recitals, which are a contractual part of this Agreement, and in consideration of the mutual agreements, provisions, and covenants contained in this Agreement, the parties agree as follows:

1. Payments to Underpaid School District Funds. By separate agreement, the Treasurer has agreed to pay to the following particular Underpaid School District funds, as identified in Exhibit D of the Attestation, at the time the Treasurer makes its customary annual distribution of Gross In-Lieu taxes, the additional amounts described below in each of five consecutive years, commencing in 2023 and continuing annually through 2027:

Gretna Public Schools Building Fund - \$553.18 per year  
Gretna Public Schools Bond Fund - \$36,156.77 per year

Springfield Platteview Community Schools General Fund - \$324,367.61 per year  
Springfield Platteview Community Schools Building Fund - \$53,271.98 per year  
Springfield Platteview Community Schools Capital Purpose Fund - \$8,607.02 per year  
Springfield Platteview Community Schools Bond Fund - \$7,286.46 per year

Omaha Public Schools Bond Fund - \$38,114.86 per year  
Omaha Public Schools Capital Purpose Undertaking Fund - \$3,494.59 per year  
Omaha Public Schools Building Fund - \$1,297.77 per year

Millard Public Schools Building Fund - \$16,946.64 per year  
Millard Public Schools Bond Fund - \$53,027.07 per year

The foregoing amounts are in addition to any other amounts the Underpaid School Districts normally would be due for Gross-In-Lieu tax distribution for each of the years.

2. Source of Payments to Underpaid School District Funds. In order to make the payments to the Underpaid School District Funds described in Paragraph 1, the Treasurer will accordingly reduce the pro rata portion of Gross-In-Lieu tax distributions to the Overpaid Entity for the next five consecutive years, commencing in 2023 and continuing annually through 2027, as shown in Exhibit 1 to this Agreement.

3. Release of the Overpaid Entity. In consideration of the Overpaid Entity's pro rata reduction of Gross-In-Lieu tax distributions as provided for in Paragraph 2 of this Agreement, Sarpy County and the Treasurer do hereby fully and completely release and forever discharge the Overpaid Entity and its' respective employees, agents, representatives, successors and assigns, from all liability arising out of or in any way related to the allegedly erroneous prior 2018-2020 year distributions and/or receipt of 5% Gross In-Lieu payments for those years and any years prior to 2018, as well as for years 2021 and 2022, including without limitation any claim for costs, attorney fees, court costs and any other expense, fees or costs.

4. Release of the Treasurer. In consideration of the release provided for in this Agreement, the Overpaid Entity does hereby fully and completely release and forever discharge Sarpy County and the Treasurer and their respective employees, agents, representatives, successors and assigns, from all liability arising out of or in any way related to the allegedly erroneous prior 2018-2020 year distributions and/or receipt of 5% Gross In-Lieu payments for those years and any years prior to 2018, as well as for years 2021 and 2022, including without limitation any claim for costs, attorney fees, court costs and any other expense, fees or costs.

5. No Admission of Liability. The parties to this Agreement agree that this settlement is not an admission or concession of negligence or liability by Sarpy County or the Treasurer, or any of his employees, agents, representatives, successors or assigns.

6. No Other Inducements. The undersigned each acknowledge that no promises or inducements have been offered to them except as set forth herein, and that this Agreement is executed without reliance upon any statement or representation by any party or their attorneys, concerning the nature and extent of damages or the legal liability therefore.

7. Reliance on Own Judgment and Advice of Attorney; Competency to Sign. The undersigned each acknowledges that they are relying on their own judgment, belief and

knowledge, as well as on the advice of counsel in entering into a settlement of any claim related to allegedly erroneous prior distributions and/or receipt of 5% Gross In-Lieu payments and executing this Agreement. The Undersigned represents and warrants that they are of legal age, legally competent and legally authorized in all respects to execute this document and accepts full responsibility for the signing of this Agreement. The Undersigned also represents and warrants that no other person or entity has or had any interest in the claims, demands, obligations or causes of action referred to in this Agreement, and that they have the sole and exclusive authority to execute this Agreement.

8. Indemnification Clause. Each party agrees to fully satisfy and discharge any and all liens and subrogation claims and notices in any way related to this matter, including but not limited to legal services. Only to the extent allowed by Nebraska law, the Overpaid Entity agrees to indemnify and hold harmless Sarpy County and the Treasurer from any loss or liability incurred as a result of the failure of the Overpaid Entity to fully satisfy such liens.

9. Enforcement. The parties agree that the laws of the state of Nebraska shall apply to any enforcement efforts relating to this agreement.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. Entire Agreement. This Agreement contains the entire agreement between the parties, and all prior understandings or agreements, whether written or oral, shall be deemed to have been merged into this Agreement and shall have no further independent force or effect.

12. Public Benefits. No Party is an individual or sole proprietorship. Therefore, no Party is subject to the public benefits attestation and related requirements of Neb.Rev.Stat. §§4-108 – 113.

**THE UNDERSIGNED HEREBY WARRANTS THAT THEY HAVE READ THE FOREGOING RELEASE AND SETTLEMENT AGREEMENT, DISCUSSED IT WITH COUNSEL, FULLY UNDERSTANDS ITS TERMS, AND FREELY AND VOLUNTARILY SIGNS THE SAME, AND HAS FULL ACTUAL AUTHORITY TO DO SO.**

Attest:

City of Bellevue

By: \_\_\_\_\_  
City Clerk

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

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

Date: \_\_\_\_\_

**THE UNDERSIGNED HEREBY WARRANTS THAT THEY HAVE READ THE FOREGOING RELEASE AND SETTLEMENT AGREEMENT, DISCUSSED IT WITH COUNSEL, FULLY UNDERSTANDS ITS TERMS, AND FREELY AND VOLUNTARILY SIGNS THE SAME, AND HAS FULL ACTUAL AUTHORITY TO DO SO.**

Attest:

Trace Jones, in his official capacity as SARPY COUNTY TREASURER

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

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**THE UNDERSIGNED HEREBY WARRANTS THAT THEY HAVE READ THE FOREGOING RELEASE AND SETTLEMENT AGREEMENT, DISCUSSED IT WITH COUNSEL, FULLY UNDERSTANDS ITS TERMS, AND FREELY AND VOLUNTARILY SIGNS THE SAME, AND HAS FULL ACTUAL AUTHORITY TO DO SO.**

Attest:

Chairman of the SARPY COUNTY BOARD OF COMMISSIONERS

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

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and content:

\_\_\_\_\_  
Deputy Sarpy County Attorney

Date: \_\_\_\_\_

Exhibit 1

OVERPAID ENTITY	AMOUNTS OVERPAID					FIVE-YEAR REPAYMENT						
	2018	2019	2020	Total	Percent	2023	2024	2025	2026	2027	Total	
City of Bellevue												
General Fund	286,442.86	290,193.10	283,827.34	860,463.30		-101,548.34	-101,548.34	-101,548.34	-101,548.34	-101,548.33	-507,741.69	
Bond	119,906.31	132,734.92	106,115.62	358,756.85							0.00	
<b>SUBTOTAL</b>	<b>406,349.17</b>	<b>422,928.02</b>	<b>389,942.96</b>	<b>1,219,220.15</b>	<b>18.70%</b>	<b>-101,548.34</b>	<b>-101,548.34</b>	<b>-101,548.34</b>	<b>-101,548.34</b>	<b>-101,548.33</b>	<b>-507,741.69</b>	

March 31st, 2023

**Administration**

- Meeting with Mike Rook, Grow Sarpy new Director.
- Weekly United Cities Meeting
- Meeting with city real estate representative to discuss future developments.
- Meeting with Omaha Public Works to discuss South plant and odor concerns.
- Weekly meeting NC3 project
- Meeting with Councilwoman Welch regarding housing development and associated issues.
- Meeting with Mayor Stothert and Mayor Hike for joint operational issues.
- Bellevue Parks master plan.
- Meeting with Bellevue Housing Authority on Affordable Housing.
- Board of Health meeting
- Meeting with business owners on Ft. Crook Rd to discuss future plans and beatification efforts.
- Meeting to discuss sanitary sewer plans for south east Bellevue.
- Project team meeting for infrastructure for Project Reach.
- Meeting with developer for 36<sup>th</sup> and Cornhusker
- Meeting with Councilman Casey regarding cell towers
- Meeting with MUD for Hwy 34 water main extension.
- Mission Avenue street scaping discussion
- Meeting with BU – ditch project
- Meeting with Congressman Flood – Electric vehicle
- Meeting with Congressman Flood – VA location

**Finance**

**(See Attached)**

**Public Works**

**Engineering**

- a. Prioritizing Street Projects for 2023
- b. Working on Mission Street Scape
- c. Working with Lamp Rynearson on Bellevue Parks Study
- d. Working to satisfy MS4 requirements

### **Facilities**

- a. Preparing for opening of recreational facilities
- b. Managing all repairs and improvements to all City buildings and facilities
- c. Touring Contractors bidding on the Library Renovation Plans
- d. Working on Updates for the Bellevue Professional Building

### **Fleet Services**

- a. Maintaining Equipment for Parks, Streets, Wastewater and Facilities Maintenance
- b. Keeping Equipment Operational for Winter and transitioning to Spring
- c. Managing Public Works uniform Inventor
- d. 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

### **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

### **Planning**

Met with Sarpy County on Platteview Rd and also 48<sup>th</sup> and Capehart

Met with Offutt to discuss partnerships with infrastructure improvements

Met with a developer on a mixed use project

Conducted a meeting with Benesch and others on Mission Ave streetscape

**Permits and Inspections**

Performed 596 Inspections

Issued 7 new permits for single family dwellings

**Code Enforcement**

Notices Issued -257

Red Tags –31

Clean ups – 2

Calls – 1,253

Towed Vehicles –6

Tree Removals – 0

**Communications**

- Posting and promoting article on the website and social media outlets regarding all of the Spring Activities and road construction that are happening around Bellevue
- Working to complete the 2023 City of Bellevue Annual report which will be issued in April
- Staci Nelson worked with AVI on repairs to some of the monitors that were not working in the Council Chambers.
- Responding to calls and emails on the Mayor's Hotline regarding the Fastwyre fiber installation
- Working with the Bellevue Community Foundation on plans for the 2023 Bellevue Rocks Festival

**Police**

- 3/01 – Sarpy County Assistant County Administrator meeting
- 3/02 – PCAN legislative meeting
- 3/07 – City Council meeting
- 3/08 – Civil Service Meeting
- 3/09 – PCAN legislative meeting

CITY OF BELLEVUE  
ADMINISTRATION REPORT

- 3/13 – Agenda meeting
- 3/14 – Congressman Flood meeting
- 3/16 – PCAN legislative meeting
  - Board of Mental health meeting
- 3/21 – City Council Meeting
- 3/23 – PCAN legislative meeting
  - Region 6 – Sarpy County Crisis Center Planning meeting
- 3/27 – Directors meeting
  - Stakeholder Input meeting: Mission Avenue Streetscaping and Reconstruction
- 3/28 – Agenda meeting
  - Paul Butler Presentation
  - All Department supervisors and command meeting
- 3/30 – PCAN legislative meeting
  - Attended/Presented at the International Association of Women Police US Summit
- 3/31 – Attended/Presented at the International Association of Women Police US Summit

**Library**

- Staff from the Rose Theater in Omaha visited the library in a special program on Thursday, March 2, for children ages 2-5. “The Way I Feel” workshop was created to engage youngsters in structured singing, acting, and dancing. They got to learn and practice vocal and dance techniques using creative drama. Also, “The Rainbow Fish” creative movement workshop helped children discover key musical theater skills through creative movement. Approximately 30 young children plus their parents attended.
- The Bellevue Public Library Advisory Board met for a regular monthly meeting on Wednesday, March 15. Among other items, the Board reviewed the updated Emergency Plan for the library and heard a preview of the 2023 Adult Library Program from Laura Mischke, Head of Adult Services. The previous month at their regular meeting on Feb. 15<sup>th</sup>, the Board heard a makerspace update from Mischke, approved changes to the Lost and Damaged Materials and Overdues and Fines policies, and reviewed data from the Annual Report for 2021-2022 submitted to the Nebraska Library Commission. The annual report is important for the library’s accreditation process and makes the library eligible for grants and state aid.

CITY OF BELLEVUE  
ADMINISTRATION REPORT

- The 2023 Adult Library Program (ALP) will be held from April 1st to May 15<sup>th</sup>. This year's theme is "Find Your Voice." Cardholders ages 18 and older can sign up through the library's Beanstack interface at [Bellevue.beanstack.org](http://Bellevue.beanstack.org). In addition to the reading challenge, there are make and take kit activities, yoga sessions, two Kitty cafes, makerspace classes, and a cottage food class. Speakers with Humanities Nebraska will discuss a variety of topics including "Andrew Carnegie," "Nebraska's Musical Smorgasbord," and "From Society Page to Front Page: Unsung Women of the Nebraska Press." And new this year, swap sessions are being planned for Fridays during ALP at which persons can bring items to swap and pick up items for free. These include craft supplies, home décor, tools, kitchen gadgets, recipes, and houseplants. There is no charge for any of these programs, but some may require registration. Five weekly prizes will be given out to ALP participants, and grand prizes include two Samsung Galaxy tablets, a sewing basket, a photography basket, and a yoga basket.
- National Library Week will be celebrated April 23-29. The Bellevue Library along with libraries in Papillion, Gretna, and Springfield are joining together in a special "passport" program to encourage the public to visit their libraries during this week.
- Over 100 persons turned out to listen to the performance of Irish and Celtic music by the Celtic Boulevard ensemble at the library on Saturday, March 25.

**Fire (See Attached)**

Current Fiscal Year 2022-2023 Financials

The first six months (preliminary) show a favorable variance to budget and favorable spending versus the prior year. These continue to be encouraging results. There are significant revenues and expenditures that we expect to change by the end of the fiscal year but we expect to stay within budget. Here is the forecasted performance year-to-date and through the end of the year:

**City-Wide Financial Forecast- For the Year Ending September 30, 2023 (Preliminary)**

	Year-To-Date March 2023			Full Year	
	Preliminary	Better / (Worse)	Better / (Worse)	FYE 2023 Budget	Better / (Worse)
		Than Budget	Than Prior Year Actual		Than Budget
<b>Revenues</b>					
Property Taxes	17,379,912	146,274	1,016,864	33,612,969	0
Sales Taxes	8,856,757	175,507	637,237	17,362,500	0
Occupation/Business Taxes	909,206	30,389	34,099	1,668,133	0
Other Revenues Including	<u>18,188,707</u>	<u>1,727,420</u>	<u>(9,550,986)</u>	<u>53,844,759</u>	<u>0</u>
Bond Proceeds					
<b>Total Revenues</b>	<u>45,334,582</u>	<u>2,079,590</u>	<u>(7,862,786)</u>	<u>106,488,361</u>	<u>0</u>
<b>Expenditures</b>					
Personnel	18,353,193	2,011,035	(670,070)	42,492,020	0
Department Expenditures	11,156,836	2,609,163	(1,423,665)	26,382,094	0
Capital Expenditures	3,255,954	(3,255,954)	1,955,573	30,216,600	0
Other Expenditures Including	<u>3,893,457</u>	<u>59,065</u>	<u>10,567,529</u>	<u>10,397,647</u>	<u>0</u>
Bond Expenditures					
<b>Total Expenditures</b>	<u>36,659,440</u>	<u>1,305,179</u>	<u>10,429,367</u>	<u>109,488,361</u>	<u>0</u>
<b>Net Revenues</b>	8,675,142	3,384,769	2,566,581	(3,000,000)	0

Debt

As planned.

**City of Bellevue  
Bonded Indebtedness Forecast**

	Total Debt	Total Debt to Valuation	Lease-Purchase Debt	Wastewater Bonds	GO Debt	G.O. Debt to Valuation
<b>Beginning Bonded Indebtedness at 10-01-21</b>	\$ 78,645,000	1.72%	\$10,295,000	\$1,925,000	\$ 66,425,000	1.45%
<b>Principal Payments During Year</b>	(7,950,000)		\$ (890,000)	\$ (255,000)	\$ (6,805,000)	
<b>New Debt Issued</b>	3,910,000		\$ 3,910,000	\$ -		
<b>Rounding</b>						
<b>Ending Bonded Indebtedness at 09-30-22</b>	74,605,000	1.50%	\$13,315,000	\$1,670,000	\$ 59,620,000	1.20%
<b>Principal Payments During Year</b>	(5,420,000)		\$ (1,100,000)	\$ (260,000)	\$ (4,060,000)	
<b>New Debt To Be Issued</b>	11,701,250		\$ -	\$ 5,300,000	\$ 6,401,250	
<b>Rounding</b>						
<b>Ending Bonded Indebtedness at 09-30-23</b>	<u>\$ 80,886,250</u>	1.63%	<u>\$12,215,000</u>	<u>\$6,710,000</u>	<u>\$ 61,961,250</u>	1.25%

Valuation: \$4,965,635,000

**2022-2023 Budget Summary**

**City of Bellevue  
2022-23 Annual Budget  
Fund Balance Cash Roll-Forward by Fund**

	Fund							
	Total	F10 General	F20 Wastewater	F50 Community Betterment	F55 Economic Development	F60 Community Development	F80 & F81 Police Funds	F95 Debt Service
Forecasted Fund Balance (Cash) at 09-30-22	\$ 46,076,996.37	\$31,878,427	\$ 6,007,306	\$ 3,555,972	\$ 595,939	\$ 196,164	\$ 118,706	\$ 3,724,482
Budgeted Revenues	\$ 106,488,361.04	79,158,355	16,765,873	1,181,790	750,120	1,046,617	53,000	7,532,606
Budgeted Expenditures	\$ 109,488,361.04	82,158,355	16,765,873	1,181,790	750,120	1,046,617	53,000	7,532,606
Budgeted Net increase / (decrease)	\$ (3,000,000.00)	(3,000,000)	-	-	-	-	-	-
Budgeted Fund Balance (Cash) at 09-30-23	\$ 43,076,996.37	\$28,878,427	\$ 6,007,306	\$ 3,555,972	\$ 595,939	\$ 196,164	\$ 118,706	\$ 3,724,482

**Other**

The Financial Report for the fiscal year October 1, 2021 through September 30, 2022 was audited and will be available on the city's web site [City of Bellevue Nebraska > Departments > Finance > Documents | Forms | Reports](#) in the Audited Financial Statements folder.



## City of Bellevue

Fire Department

211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

### Bellevue Fire Department Council Report

Report Date 3/28/2022

#### A. General Items:

- QA/QI
- We are updating our treatment guidelines. The medical directors have provided us with an updated copy we are currently reviewing.
- Currently have 1 person on ALS probation. Based on current progress, should be tested out in late April
- Spring rotation of medic units will occur next week->back line moved to front line.
- Training on new pumper that's now in service.
- Continue school fire drill evaluations.
- Completed police radio reprogramming.
- Captains written test was completed, assessment center in 2 weeks.

#### B. Training:

- Run reviews with medical director for all shifts.
- Papillion, Omaha and Bellevue Hazmat decontamination procedures
- High rise operational review.
- Training with children's hospital

#### C. Inspections:

- Revised plan review 13504 and 13508 Fort Crook Rd. Papillion Sanitation.
- Fire sprinkler plan review for remodel Thirst Tea 555 Cornhusker Rd. # 201.
- Health care inspection Cornhusker Dialysis 505 Cornhusker Rd. # 107.
- Fire sprinkler acceptance test Deer Creek Apts. 2327 McCorkindale PLZ.
- Final building inspection 1733-1739 Freedom Village Hillcrest Dr.
- Fire alarm plan review Los Solecitos Day Care 4001 Harrison St.
- Fire sprinkler plan review Milt's Storage BLDG "B" 2715 Chandler Rd. W.
- Fire sprinkler plan Sakai Sushi 555 Cornhusker Rd. # 203.





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- Plan review Rocket Car Wash 3410 Samson Way.
- Fire alarm plan review 15705 Harlan Lewis Rd.
- Fire alarm plan review Belcan TI 3200 Samson Way #101.
- Final Inspection Hillcrest Health Services 1821 Hillcrest Dr.
- Fire sprinkler plan review 15705 Harlan Lewis Rd.
- 

### D. Calls: February 28 thru March 28

Fire – 93

Rescue - 388

### E. Ambulance Billing

February 1-28, 2023

\$ 313,672.10 was billed to insurance companies (353 insurance claims)  
<\$ 141,152.45> approximate amount we will have to write off due to mandatory  
adjustments/write-offs  
(45% of \$313,672.10)

=====

**\$ 172,519.65** is the anticipated, approximate net revenue from these insurance billings

#### Deposited into Bank:

**\$167,111.94** deposited into the bank February 1-28, 2023

9,903.50 additional revenue in Credit/Debit card payments were received February 1-28,  
2023.

**\$177,015.44 TOTAL** February 1-28, 2023 rescue fee revenue

#### Statement Billing:

419 statements were mailed to patients for unpaid account balances

These statements totaled \$ 270,867.08

This is money owed the City from patients who have balances on their accounts after their  
insurance has paid **OR** patients who are self-pay





# City of Bellevue

Fire Department

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## F. Manpower Report Staffing

### Staffing Report from 2/27/2023 through 3/5/2023

Monday	AM	E1, T21, T31, & E41	3 Person	
Monday	PM	T21, T31	3 Person	
Tuesday	AM	T21, & E41	3 Person, T31	
		Closed		
Tuesday	PM	E1 & E41	3 Person	
Wednesday	AM	E41	3 Person	
Wednesday	PM	Full		
Thursday	AM	E1, T21, E41	3 Person, T31	
		Closed		
Thursday	PM	T21 & E41	3 Person	
Friday	AM	E1, T21, T31	3 Person	
Friday	PM	E1, T21, T31, & E41	3 Person	
Saturday	AM	E1, T21, T31, & E41	3 Person	
Saturday	PM	E1, T21, T31, & E41	3 Person	
Sunday	AM	E1, T21, T31, & E41	3 Person	
Sunday	PM	E1, T21 & E41	3 Person	

### Staffing Report from 3/6/2023 through 3/12/2023

Monday	AM	T21	3 Person	
Monday	PM	Full		
Tuesday	AM	T21, T31	3 Person	
Tuesday	PM	Full		
Wednesday	AM	E41	3 Person	
Wednesday	PM	Full		
Thursday	AM	E1, T31	3 Person	
Thursday	PM	Full		
Friday	AM	E41	3 Person	





# City of Bellevue

## Fire Department

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Friday	PM	E1, T21, T31, & E41	3 Person	
Saturday	AM	E1, T21, T31, & E41	3 Person	No Batt. 2, No EMS
Saturday	PM	E1, T21, T31, & E41	3 Person	No Batt. 2
Sunday	AM	E1, T21, T31, & E41	3 Person	
Sunday	PM	E1, T21, T31, & E41	3 Person	

### Staffing Report from 3/13/2023 through 3/19/2023

Monday	AM	E1, T31	3 Person	No Batt. 2
Monday	PM	E1	3 Person	
Tuesday	AM	E1, T21 & E41	3 Person	
Tuesday	PM	E1	3 Person	
Wednesday	AM	E1 & E41	3 Person	No Batt. 2
Wednesday	PM	E1	3 Person	
Thursday	AM	E1, T21, T31, & E41	3 Person	
Thursday	PM	T21	3 Person	
Friday	AM	T21 & E41	3 Person, E1 Closed	No Batt. 2
Friday	PM	E41	3 Person, E1 Closed	No Batt. 2
Saturday	AM	E1, T31, & E41	3 Person, T21 Closed	No Batt. 2
Saturday	PM	E41	3 Person, T21 Closed	
Sunday	AM	E1, T21, T31, & E41	3 Person	No Batt. 2
Sunday	PM	E1, T31, & E41	3 Person	

### Staffing Report from 3/20/2023 through 3/26/2023

Monday	AM	E1, T31	3 Person	
Monday	PM	Full		
Tuesday	AM	E1, T21, T31, & E41	3 Person	
Tuesday	PM	T21, T31, & E41	3 Person	
Wednesday	AM	E1, T21, T31, & E41	3 Person	No Batt. 2
Wednesday	PM	E1, T31	3 Person	
Thursday	AM	E1, T21, T31, & E41	3 Person	
Thursday	PM	E1, T31, & E41	3 Person	
Friday	AM	Full		
Friday	PM	Full		
Saturday	AM	E1, T21, T31	3 Person, E41 Closed	





# City of Bellevue

## Fire Department

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Saturday	PM	E1, T21, T31 3 Person, E41 Closed	
Sunday	AM	E1, T21, T31, & E41 3 Person	No Batt. 2
Sunday	PM	E1, T21 3 Person	