

Bellevue City Council Meeting +++Amended Agenda+++

Tuesday, May 16, 2023 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE

2. INVOCATION - Dr. Rick Janelle, Lead Teaching Minister, Bellevue Church of Christ, 2311 Madison Street.

3. CALL TO ORDER AND ROLL CALL

4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers

5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:

a. Approval of the Agenda

b. Approval of the Consent Agenda *(Items marked with an (*) are approved where this item is, unless otherwise removed)*

1. * Acknowledge receipt of the April 19, 2023 Bellevue Board of Adjustment Minutes.

2. * Acknowledge receipt of the April 27, 2023 Planning Commission Minutes.

3. * Approval of the May 2, 2023 Board of Equalization Minutes.

4. * Approval of the May 2, 2023 City Council Minutes.

6. * APPROVAL OF CLAIMS.

7. SPECIAL PRESENTATIONS:

a. Proclamation declaring May 21-27, 2023 as "National Public Works Week"

b. Presentation by Mayor Hike

8. ORGANIZATIONAL MATTERS:

a. +++* Recommend the reappointment of Michelle Adams to the Bellevue Housing Authority for a 5-year term ending July 2028; the appointment of Dylan Eckel to the Bellevue Housing Authority, replacing Jim Hawkins (who resigned) to finish the remaining term ending July 2025 and the appointment of Bruce Yoder to the Bellevue Housing Authority, replacing Joshua Sullivan (who resigned) to finish the remaining term ending July 2024. (Mayor Hike)

9. APPROVED CITIZEN COMMUNICATION:

a. Judith Mansisidor - Topic for Consideration

10. LIQUOR LICENSES:

a. Recommend to the Nebraska Liquor Control Commission (NLCC) the approval of the application for First Watch Restaurants, Inc. dba "First Watch #6005" for a Class "I" Liquor License to sell beer, wine and distilled spirits, On Sale Only, at 2015 Pratt Ave., Suite 105, Bellevue, 68123 and Julie J. Leonard as Manager. (City Clerk)

11. ORDINANCES FOR ADOPTION (3rd reading): NONE

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

13. ORDINANCES FOR INTRODUCTION (1st reading):

a. Ordinance No. 4123: Request to rezone the South 35' of Lots 3, 4, 5, & 6, Hopkin's Subdivision and Part of Lots 10 & 11, Albright's Choice Subdivision, from ML to BGH for the purpose of a restaurant. Applicant: RGH Design. General Location: 7110 Railroad Avenue. (Planning Manager)

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. Show cause hearing on the proposed condemnation of the structure(s) at 1611 Franklin Street, Bellevue, NE 68005. (Chief Building Inspector)

1. Resolution No. 2023-02: Condemning the structure(s) at 1611 Franklin Street, Bellevue, NE 68005. (Chief Building Inspector)

b. Approve request of application for a privately-operated farmers market at Washington Park

to be held on Saturday mornings, June 3, 2023 to September 16, 2023 (except for the weekend of Arrows to Aerospace 2023, if held) from 6:00 AM to 1:00 PM and to waive the fees. (City Clerk)

15. RESOLUTIONS:

a. Resolution No. 2023-12: Authorizing the commemorative street naming in honor of Officer James Muhlbauer and Champ and authorizing the Mayor to sign. (Administration)

16. CURRENT BUSINESS:

a. Approve and authorize the Mayor to sign the Second Amendment to the Professional Services Agreement with Leo A Daly for the Bellevue Professional Building located at 2206 Longo Drive, in an amount not to exceed \$1,367.00. (Public Works Director)

b. Approve and authorize the Mayor to sign the Agreement with Oldcastle Materials Midwest Company d/b/a OMNI Engineering for the 2023 Asphalt Overlay Project, in an amount not to exceed \$1,649,130.13 plus a 10% contingency of \$164,913.01, for a total project cost of \$1,814,043.10. (Public Works Director)

c. Approve and authorize the Mayor to sign the agreement with Alfred Benesch & Company for consulting services on 2023 Overlay Projects, in an amount not to exceed \$192,930.00. (Public Works Director)

d. Approve and authorize the Mayor to sign the 4th Amendment to the Purchase Agreement and Escrow Instructions with Redwood USA LLC. (Administration)

e. Approve and authorize the Mayor to sign the 8th Lease Extension with Avery Loschen for the Bellevue Police "North Site," 726 Fort Crook Road North, in an amount not to exceed \$16,600.00. (Police Chief)

f. **+++*** Recommendation to approve the updated Non-Discrimination Plan for 2023. (Human Services)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(May reports will be attached to the June 6th Council packet)**

18. CLOSED SESSION:

19. ADJOURNMENT

20. ORDINANCES FOR INTRODUCTION (1st reading):

MINUTE RECORD

Bellevue Board of Adjustment, April 19, 2023, Page 1

The Bellevue Board of Adjustment held a regular meeting on Wednesday, April 19, 2023, at 7:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Board Members Anderson, Lasenburg, Crompton, Conte, and Hankins. Absent was Petersen. Also present were Tammi Palm, Planning Department Manager, and Angela Curry, Assistant Planning Manager.

Notice of this meeting was given in advance thereof by publication in the Gretna Guide and 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.

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

Motion was made by Hankins, seconded by Crompton, to approve the minutes of the September 23, 2020, regular meeting as presented. Upon roll call, Lasenburg, Crompton, Anderson, and Hankins, voted yes, Conte Abstained. Motion carried.

Anderson asked staff for updates. Palm stated there were no new updates.

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

Anderson explained the public hearing procedures.

PUBLIC HEARING was held on an appeal of a decision or determination made by city staff on denial of a sign permit for a nonconforming pole sign 20 feet tall with a 10-foot setback from the property line, located in the Northeast ¼ of Section 35, T14N, R13E of the 6th P.M., Sarpy County, Nebraska. Applicant: Richard Corbin. Location: 1505 Galvin Road South. Case #: BOA-2303-01.

Richard Corbin 2308 Plymouth Rock Rd., Bellevue, NE, was present to speak. He stated he owns Jammers Club located at 1505 Galvin Rd. South. Corbin stated he is not the property owner but has leased four bays for approximately 15 years and the sign is part of his lease. He said this digital sign is a way of advertising events throughout the year and it would help in the growth of his business. Corbin stated the sign permit application was denied because it is a legal nonconforming sign and according to the Planning Department the requested changes would increase the nonconformity of the sign. Corbin stated the sign is 20 feet tall and will remain at that height so he does not believe the changes will increase the nonconformity. He said the portion of the sign he wants to change will be about a foot smaller than the original sign. Corbin stated he had contact with his council representative Rich Casey and after some research Casey agreed the ordinance was hard to understand. He said Section 7 (Sign Regulations) of the Zoning Ordinance says the sign can be changed with a permit. Corbin stated it makes no sense the proposed changes would increase the nonconformity.

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

Hankins asked staff if the applicant is able to place a marquee sign at this location. Palm stated Section 4.16 (Non-Conforming, General Intent) states the intent of the Zoning Ordinance is to permit lawful nonconformities to continue until they are removed but not to encourage their survival. She said the Planning Department's interpretation is a face change on a nonconforming sign is allowed but any other changes would not be acceptable. Palm said Mr. Corbin was told he could install a face change but he could not change the type of sign that existed. She said most legal nonconforming signs are closer to the property line than allowed, larger in square footage, and taller than is allowed by the current regulations. Palm stated the sign ordinance was adopted in the mid 90's and at that time the original ordinance said it would grandfather any existing signs as long as the owner filed an application with the Planning Department. As a result, there are a large number of legal nonconforming signs in the city.

Conte asked staff what size digital sign Mr. Corbin could install. Palm stated the height and size of the sign determines the set back from the property line. She said the farther you are from the property line the taller and larger the sign can be. Palm stated at 20 feet in height this sign would need to be 18 feet from the property line and the sign could only be 90 square feet in area. Conte inquired at its current setback what is allowed. Palm stated at the current 10-foot set back he is allowed to have a sign 12 foot in height and 50 feet of square footage.

MINUTE RECORD

Board of Adjustment Meeting, April 19, 2023 Page 2

Anderson stated Section 7.04.03 (11) D says any nonconforming sign which has been registered in accordance with 7.04.03 (8) may be repaired or modified provided such repair does not involve structural alteration or result in the sign becoming more nonconforming. Discussion ensued regarding the language in those sections. Palm stated there are institutional uses such as churches and schools in residential zoning that are allowed signage and in those areas you could have nonconforming signs that are larger and taller than the ordinance allows. She said although the applicant is in a commercial zone the same interpretation applies to all nonconforming signs. Palm stated tonight's vote will set precedence and the Planning staff would then use that interpretation for all legal nonconforming sign permits in the future.

Anderson stated Section 4.16 is a statement of the city's goals they do not want these nonconforming signs to continue. He questioned the applicant if the pole had two signs and was he only replacing the lower sign. Mr. Corbin stated that was correct. Anderson said his concern is that if the Board allows the sign to be changed there would be nothing stopping the applicant from coming back in six months to apply for a digital sign on the upper sign creating a completely new nonconforming sign. Palm stated the goal of Section 4.16 is not to encourage nonconforming uses to remain. She said these old signs should either be removed or brought into conformance. Corbin stated the language in Section 4.16 about nonconforming structures makes perfect sense but not for signage. Anderson stated neighboring properties who make application for signage are required to conform to the current Zoning Ordinance regulations. Corbin stated there are neighboring properties that have digital messaging signs. Anderson stated those signs were installed in conformance with the current Zoning Ordinance. Discussion ensued regarding setbacks, height, and cost of new signs in conformance with the current Zoning Ordinance at the applicant's location.

Anderson stated if the Board allows this change to a nonconforming sign, then others would also be allowed to make these changes to their nonconforming signs. He stated that is not the goal of Section 4.16. Mr. Corbin stated that Section 4.16 does not say the sign cannot be changed and Section 7 clarifies that the sign can be structurally altered if a permit is issued. He said he believes Section 7 made specifically for signs is the ordinance that should be followed. Palm stated in the staff report page 3 lists the definition of a sign as a structure.

Conte asked staff what changes could be made to a nonconforming sign. Palm said if they are decreasing the size of the same type of sign or keeping the same size sign, a face change is allowed. Discussion ensued regarding examples of changes to nonconforming signs that would not be allowed.

Lasenburg asked staff what specifically makes this sign more nonconforming. Palm stated the sign is going from internally illuminated to a digital message board. She stated in her opinion it's the type of sign requested.

Anderson stated when the city adopted the sign ordinance it allowed this nonconforming sign to remain as is, but it is time to update the sign and bring it into conformance with the zoning ordinance.

Conte asked staff if a marquee sign would be allowed. Palm stated that would be acceptable if it was not digital copy.

Lasenburg stated this would set a precedence for future nonconforming signs and in this case or per ordinance there is an option to move the sign. He said the language might need to be clarified. Palm stated that is why there is a Planning Commissioner on the Board, so if we need to clarify language that recommendation can be made and is done by text amendment to the Zoning Ordinance. Conte said to allow these nonconforming signs to be changed to digital would be a mistake. Discussion ensued regarding the options of moving or lowering the existing sign.

Palm said if the Board decides in favor of the applicant, then moving forward all applicants would be allowed to make these changes on all nonconforming signs, but if the board decides in favor of the Planning Department, then perhaps a text amendment is needed to clarify language in the Zoning Ordinance.

MOTION was made by Anderson, seconded by Conte, to agree with staff's decision to deny a sign permit for a nonconforming pole sign 20 feet tall with a 10-foot setback from the property line for a digital sign, located in the Northeast ¼ of Section 35, T14N, R13E of the 6th P.M., Sarpy County, Nebraska. Applicant: Richard Corbin. Location: 1505 Galvin Road South. Case #: BOA-2303-01. Upon roll call, Crompton, Anderson, and Hankins voted yes. Conte and Lasenburg voted no. MOTION failed.

MINUTE RECORD

Bellevue Board of Adjustment, April 19, 2023, Page 3

Meeting adjourned at 8:07 p.m.

Dianna Van Horn

Dianna Van Horn
Planning Secretary

MINUTE RECORD

Bellevue Planning Commission Meeting, April 27, 2023, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, April 27, 2023 at 6:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Hankins, Ritz, Sims, Ackley, Bennett, Perrin, and Jacobson. Absent were Commissioners Aerni and Cutsforth. 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.

Jacobson 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 March 23, 2023 regular meeting as presented. Upon roll call, all present voted yes. Motion carried unanimously.

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

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

Jacobson explained the public hearing procedures.

The following item was on the Consent Agenda:

Item 2.a. Request to rezone the South 35' of Lots 3, 4, 5, & 6, Hopkin's Subdivision and Part of Lots 10 & 11 Albright's Choice Subdivision, from ML to BGH for the purpose of a restaurant. Applicant: RGH Design. General location: 7110 Railroad Avenue. Case #: Z-2303-07.

Motion was made by Bennett, seconded by Hankins, to approve a request to rezone the South 35' of Lots 3, 4, 5, & 6, Hopkin's Subdivision and Part of Lots 10 & 11 Albright's Choice Subdivision, from ML to BGH for the purpose of a restaurant. Applicant: RGH Design. General location: 7110 Railroad Avenue. Case #: Z-2303-07. Upon roll call, all present voted yes. Motion carried unanimously.

Consent Agenda Item 2.a. will proceed to City Council for PUBLIC HEARING ON June 6, 2023.

PUBLIC HEARING was held on a request to rezone Lots 1 and 2, Walnut Grove Estates Replat 1, being a replat of Lot 2, Walnut Grove Estates, from AG to RE for the purpose of single-family residential development; small subdivision plat Lots 1 and 2, Walnut Grove Estates Replat 1; and waiver of Section 6-4 of the Subdivision Regulations, regarding street design standards. Applicant: Eric Carlson. General location: 5007 Platteview Rd. Case #'s: Z-2303-08, S-2303-04.

Jacobson asked staff for updates. Palm stated the applicant's surveyor needs additional time to work through technical issues with the plat so he has requested a continuance to the May 25, 2023, Planning Commission meeting. She said staff is supportive of the request.

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

MOTION was made by Ackley, seconded by Perrin to CONTINUE a request to rezone Lots 1 and 2, Walnut Grove Estates Replat 1, being a replat of Lot 2, Walnut Grove Estates, from AG to RE for the purpose of single-family residential development; small subdivision plat Lots 1 and 2, Walnut Grove Estates Replat 1; and waiver of Section 6-4 of the Subdivision Regulations, regarding street design standards. Applicant: Eric Carlson. General location: 5007 Platteview Rd. Case #'s: Z-2303-08, S-2303-04. CONTINUANCE to the May 25, 2023, Planning Commission meeting. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will be continued to the May 25, 2023, Planning Commission meeting for public hearing.

PUBLIC HEARING was held on a request to approve the Parks Master Plan. Applicant: City of Bellevue.

MINUTE RECORD

Bellevue Planning Commission Meeting, April 27, 2023, Page 2

Jacobson asked staff for updates. Palm stated the consultant was unable to attend tonight so staff recommends this item be continued to the May 25, 2023, Planning Commission meeting.

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

MOTION was made by Ritz, seconded by Sims to CONTINUE a request to approve the Parks Master Plan. Applicant: City of Bellevue. CONTINUANCE to the May 25, 2023, Planning Commission meeting. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will be continued to the May 25, 2023, Planning Commission meeting for public hearing.

Meeting adjourned at 6:15 p.m.



Dianna Van Horn
Planning Secretary

BOARD OF EQUALIZATION MINUTE RECORD

*5b3.
5/16/2023

Board of Equalization Meeting, May 2, 2023

A meeting of the Mayor and Council of the City of Bellevue, sitting as the Board of Equalization, was called to order by Mayor Rusty Hike at the Bellevue City Hall at 5:00 p.m. on the 2nd day of May, 2023. Present were Council Members, Rich Casey, Paul Cook, Jerry McCaw, Don Preister, and Kathy Welch; Absent: Thomas Burns.

Notice of this meeting was given in advance thereof by publication in the Gretna Guide, and posting 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.

Open Meetings Act

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

Approval of the Agenda

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

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

Public hearing to consider the levy of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches & rubbish, demolitions, and/or general clean-ups on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ).

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

Fredrick Kanau, 2820 Irene Street, stated he did not own this property at the time the work was done. Matt Gregurich, Code Department Inspector, stated that Mr. Kanau is correct, he did not own the property as he stated. Further discussion ensued.

Councilman Burns arrived at 5:26 p.m.

Jeremy Michael of the family White, 1902 Wayne Steet, disputed the bill of \$350.00 on the property for Charles L. & Sharon E. Wilson. He said he was surprised this bill exists because the property is not owned or leased by the city. He also stated he was not told what could be taken or documentation of what was taken. Aimee Bataillon, City Attorney, stated she could visit with him after the meeting if he wanted. Further discussion ensued.

Timothy Engler, 2209 Erin Drive, Papillion, on behalf of Raccoon LLC, was present to dispute his charges of \$450.00 for cleanup services at his property 7952 South 25th Street. He stated he did not receive notice of violation so how can he pay a bill if never received it? He feels he was not notified properly. Mr. Gregurich stated Mr. Engler was notified the same way as Code Enforcement notifies everyone. Further discussion ensued.

With no one else coming forward to speak, Mayor Hike declared the public hearing closed.

Resolution BOE No. 2023-0502-01: Levying of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches, and rubbish, demolition, and/or general clean-up on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ).

Motion was made by Cook, seconded by Welch, to approve BOE Resolution No. 2023-0502-01: Levying of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches, and rubbish, demolition, and/or general clean-up on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ).

Motion was made by Cook, seconded by Welch to make (2) amendments to BOE Resolution No. 2023-0502-01 by removing Andrew Dubas, 4306 Victoria Avenue due to receiving full payment and to postpone both charges for Fredrick Kamau, 2820 Irene Street until the next BOE meeting.

Roll call vote on the amendments as follows: Casey, Cook, McCaw, Preister, Preister and Welch voted yes; voting no: none; Absent: None. Motion carried.

Roll call vote on original motion, as amended, was as follows: Casey, Cook, McCaw, Preister, Burns and Welch voted yes; voting no: none; Absent: None. Motion carried.

BOARD OF EQUALIZATION MINUTE RECORD

Board of Equalization Meeting, May 2, 2023

Adjournment

There being no further business to come before the Board, on motion made by Casey, seconded by Welch at 5:56 p.m., the meeting adjourned.

Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on May 2, 2023; that all the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Susan Kluthe, City Clerk

A complete text of the minutes for BOE Mtg is on file & available for public inspection during regular business hours in the office of the City Clerk & is also available on the Internet at www.bellevue.net. Minutes are subject to change upon City Council approval of the meeting minutes.

MINUTE RECORD

*5b4.
5/16/2023

Bellevue City Council Meeting, May 2, 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 2nd day of May 2023 at 6:01 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, 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 Jay Dunston, Bellevue Christian Center, 1400 Harvell Drive, gave the invocation.

OPEN MEETINGS ACT

Mayor Hike announced a copy of the Open Meetings Act is posted on rear wall of City Council Chambers.

APPROVAL OF THE AGENDA:

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

Motion was made by Cook, seconded by Burns, to amend the agenda by moving Item 16i. before Item 14c.

Roll call vote to approve the amendments to the agenda 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 Burns, seconded by Casey, to approve the consent agenda.

Councilman Preister requested the claims be removed from the consent agenda as he has a conflict of interest.

Consent agenda included the following items: Approval of the April 18, 2023 City Council Minutes; Recommend the appointment of John Jungers to the Bellevue Bridge Commission to serve the remaining term of Mike Hall who resigned, with a term ending August 2024; Recommend the reappointment of Sarah Mlnarik to the Bellevue Library Advisory Board to serve a 5-year term, ending June 2028; and Recommend the appointment of Diane Bruce to the Civil Service Commission, serving a (5) five-year term ending May 2028.

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

Mayor Hike took a moment to introduce Mr. Dave Goedeken as the new Public Works Director.

CLAIMS:

Motion was made by Cook, seconded by Burns, to approve the Claims for May 2, 2023. Roll call vote to approve the consent agenda was as follows: Casey, Cook, McCaw, Burns, and Welch voted yes; voting no: none; abstain: Preister; absent: none. Motion carried.

SPECIAL PRESENTATIONS:

Proclamation declaring May 15 - 21, 2023 as "Bike Week" and May 17, 2023 as "The Ride of Silence Day" in the City of Bellevue, NE.

Mayor Hike read the proclamation declaring May 15 – 21, 2013 as "Bike Week" and May 17, 2023 as "The Ride of Silence Day" in the City of Bellevue.

Mr. Michael McGee, 3027 South 49th Avenue, Omaha, thanked Mayor Hike and the Council for their support.

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION: NONE

MINUTE RECORD

Bellevue City Council Meeting, May 2, 2023, Page 2

LIQUOR LICENSES:

Recommend approval to the Nebraska Liquor Control Commission (NLCC) the application for Julie J. Leonard as the new Manager for Cutch, Inc. dba "First Watch Bellevue" at 2015 Pratt Avenue Suite 105, Bellevue. (City Clerk)

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.

Applicant was present to answer any questions.

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

Motion was made by Casey, seconded by Burns, to recommend approval to the Nebraska Liquor Control Commission (NLCC) the application for Julie J. Leonard as the new Manager for Cutch, Inc. dba "First Watch Bellevue" at 2015 Pratt Avenue Suite 105, 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.

ORDINANCES FOR ADOPTION: (Third Reading):

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)

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 was read for the third and final time.

Motion was made by Cook, seconded by Welch, to approve Ordinance No. 4119. 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.

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)

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 classification of land located at or about 7952 South 25th Street, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the third and final time.

Councilman Casey noted he feels this location is not ideal for BG zoning. It has nothing to do with the business itself. Therefore, he is recommending denial. Councilwoman Welch agreed.

Motion was made by Casey, seconded by Welch, to deny the application to rezone and Ordinance No. 4120 for the purpose of daycare. Roll call vote to approve the motion of denial of Ordinance No. 4120 was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

ORDINANCES FOR PUBLIC HEARING: (Second Reading) NONE

ORDINANCES FOR INTRODUCTION (First Reading):

Ordinance No. 4121: An ordinance repealing part of Chapter 23 regarding the mobile sale of ice cream. (City Clerk) **(Staff requesting to waive three readings, hold a public hearing, and vote at tonight's meeting)**

Ordinance No. 4121: An ordinance to repeal Chapter 23, Article III, of the Bellevue Municipal Code regarding mobile sale of ice cream and to provide an effective date.

Motion was made by Cook, seconded by Burns, to waive the rule requiring three readings, hold a public hearing, and vote after the public hearing at tonight's meeting. Roll call 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 public hearing to give an opportunity for individuals to speak in favor of or in opposition.

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

MINUTE RECORD

Bellevue City Council Meeting, May 2, 2023, Page 3

Motion was made by Welch, seconded by Burns, to approve Ordinance No. 4121. Roll call to approve the motion was follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Ordinance No. 4122: An ordinance amending Chapter 23 of the Bellevue Municipal Code regarding mobile vendors. (City Clerk) (Staff requesting to waive three readings, hold a public hearing, and vote at tonight's meeting)

Ordinance No. 4122: An ordinance to amend Chapter 23, of the Bellevue Municipal Code by amending Article 1, Sections 23-1, 23-3 and 23-4 and Article II, Sections 23-1, 23-2, 23-24 and 23-25 regarding mobile vendors and to provide an effective date.

Motion was made by Burns, seconded by Welch, to waive the rule requiring three readings, hold a public hearing, and vote after the public hearing at tonight's meeting. Roll call 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 public hearing to give an opportunity for individuals to speak in favor of or in opposition.

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 Burns, to approve Ordinance No. 4122. Roll call to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

Show cause hearing on the proposed condemnation of the structure(s) at 1611 Franklin Street, Bellevue, NE 68005. (Chief Building Inspector)

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

Mr. Eric Ritz, 1402 Hancock Street, explained he has been in contact with the owner of the property located at 1611 Franklin Street. He has entered into a purchase agreement with the owner to purchase the property. His intention is to purchase the property, bring the property into code and compliance, and then rent the property.

Mayor Hike inquired if it is an executed purchase agreement contingent to tonight's outcome. Mr. Ritz replied yes.

Councilwoman Welch mentioned this property does not have a Certificate of Occupancy (CO). She questioned Mr. Ritz if he is a licensed contractor. Mr. Ritz replied he is a General Manager for a licensed government contractor in Omaha. He has never had the need to get his contractor license, as the owner of the company he works for has one. As part of this process, he has scheduled with ICC to take the test for a Class A Contractor License, on May 10th. If he should not pass the test, the permits will be pulled under the contractor he works for. Discussion followed.

Councilwoman Welch clarified if the purchase agreement is subject to financing. Mr. Ritz replied no, financing has already been approved.

Councilwoman Welch inquired how much money he thinks it will take to bring the property into code. Mr. Ritz commented \$120,000 to \$160,000.

Councilwoman Welch questioned Mr. Ritz if he is aware the resolution stays with the property. He requested clarification.

Mr. Mike Christensen, Chief Building Inspector, stated his understanding is the resolution is applied to the property, therefore it remains with the property, even after the purchase. Ms. Aimee Bataillon, City Attorney, replied that is correct.

Councilwoman Welch stated this is to ensure everything is done. Mr. Christensen explained once the permits are obtained, he suggested the Council would want to meet to set up a date for completion.

Councilwoman Welch questioned what the time frame will be for applying for the permits. Mr. Christensen stated he has some time as he closes at the end of the month. Mr. Ritz stated he intends to submit permits next week. The Permits Department may not approve them since he does not close on the property until May 24th. If they do not, he will apply for the permits on the 24th.

Councilwoman Welch initiated conversation on a follow up meeting to review the progress. She questioned legal if they can postpone. Ms. Bataillon stated yes, it can be postponed to a later date to review progress.

Councilman Cook questioned if they go with the closing date of the 24th, what Mr. Christensen would consider a reasonable timeframe to submit and receive approval for permits. Mr. Christensen proposed the first meeting in June. Mr. Ritz respectfully requested the second meeting in June due to the holiday weekend at the end of the month. Mr. Christensen advised the review process should not take long. The plans were originally

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Bellevue City Council Meeting, May 2, 2023, Page 4

submitted by the current owner, and the plans will not change. The plans originally submitted are plans that need to be completed.

Mayor Hike mentioned to the applicant he will want six months. Mr. Ritz agreed. He understands what he has inherited and feels very confident. He said worst case scenario, if the City comes in to demo the property, he has no legal recourse. Conversation ensued.

Mr. Christensen explained to Mr. Ritz he will want to line up his subcontractors. Mr. Ritz mentioned he has contacted some and is seeking bids. Discussion followed.

Councilman Casey clarified with Mr. Christensen if he would like Mr. Ritz to have all the contractors lined up before he comes back before the Council. Mr. Christensen stated correct. Councilman Casey commented the second meeting in June would be appropriate to allow enough time.

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. 2023-02: Condemning the structure(s) at 1611 Franklin Street, Bellevue, NE 68005. (Chief Building Inspector)

Motion was made by Casey, seconded by Preister, to delay until June 20, 2023, the request to approve the Resolution No. 2023-02: Condemning the structure(s) at 1611 Franklin Street, Bellevue, NE 68005. Roll call to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Show Cause Hearing on the proposed condemnation of the structure(s) at 1607 Franklin Street, Bellevue, NE 68005. (Chief Building Official)

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

Mr. Mike Christensen, Chief Building Inspector, provided pictures and an update of the progress to the property at 1607 Franklin Street. He stated the code states all existing foundations, exterior walls, and roof shall be kept in a reasonable rodent and insect free, and in a reasonably good state of maintenance and repair. He feels that is where the property is at.

Councilwoman Welch requested clarification if the garage is the one Mr. Christensen recommended be torn down. Mr. Christensen said it is not, this one needed to be repaired.

Councilwoman Welch questioned Mr. Christensen if it is his recommendation to remove the resolution. Mr. Christensen replied he believes the property has been brought back into the condition as outlined in the ordinance.

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 Casey, seconded by Welch, to remove Resolution No. 2023-03: Condemning the structure(s) at 1607 Franklin Street, Bellevue, NE 68005 and to deny the proposed condemnation of the structure(s) at 1607 Franklin Street, Bellevue, NE 68005. Roll call to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the Tolling Agreement with New Cingular Wireless PCS, LLC a/k/a AT&T. (Legal Department)

Motion was made by Cook, seconded by Preister, to approve and authorize the Mayor to sign the Tolling Agreement with New Cingular Wireless PCS, LLC a/k/a AT&T.

Councilman Cook requested Ms. Bataillon to provide an explanation of the agreement. Ms. Bataillon explained this is tolling agreement, which means it is a request to extend the deadline the city has to decide on the application for the conditional use permit on the cell phone tower location. This agreement will allow the applicant time requested to exam an alternative site for the cell phone tower. A vote to approve the agreement would extend the deadline the city has and would prevent the applicant from seeking judicial relief.

Councilman Preister mentioned the agreement has not been signed by the other party. It was mentioned at the last meeting the agreement was going to be signed. Ms. Battalion mentioned she received word from the applicant's representative that New Cingular Wireless has approved the agreement and they are waiting for a signature.

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

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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. South. (Planning Manager)

Motion was made by Cook, seconded by Welch, to postpone to September 5, 2023 City Council meeting the 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. South. Roll call to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

RESOLUTIONS:

Resolution No. 2023-10: Authorizing the creation of an Inland Port Authority and authorize the Mayor to sign. (Community Development Director)

Motion was made by Burns, seconded by Welch, to approve Resolution No. 2023-10: Authorizing the creation of an Inland Port Authority and authorize Mayor to sign. Roll call to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Resolution No. 2023-11: Amending the Master Fee Schedule regarding Ice Cream Truck Vendor fees and to authorize the Mayor to sign. (City Clerk)

Motion was made by Burns, seconded by Preister, to approve the Resolution No. 2023-11: Amending the Master Fee Schedule regarding Ice Cream Truck Vendor fees and to authorize the Mayor to sign. Roll call to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

CURRENT BUSINESS:

Approve and authorize the Mayor to sign the agreement with Rogge General Contractors, Inc. for library renovations, in an amount not to exceed \$3,223,000.00, plus a 10% contingency of \$322,300.00 for a total project cost of \$3,545,300.00. (Public Works Director)

Motion was made by Welch, seconded by McCaw, to approve and authorize the Mayor to sign the agreement with Rogge General Contractors, Inc. for library renovations, in an amount not to exceed \$3,223,000.00, plus a 10% contingency of \$322,300.00 for a total project cost of \$3,545,300.00. 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.

Recommend approval and authorize Mayor to sign for the purchase of (3) sprayers from B&B Technologies, in an amount not to exceed \$14,842.00. (Public Works Director)

Motion was made by Burns, seconded by McCaw, to approval and authorize Mayor to sign for the purchase of (3) sprayers from B&B Technologies, in an amount not to exceed \$14,842.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the Agreement with JMN Construction LLC for the Pedestrian Bridge Demolition on Galvin Road, in an amount of \$173,679.00, plus a 10% contingency of \$17,367.90 for a total project cost of \$191,046.90. (Public Works Director)

Motion was made by Welch, seconded by Burns, to approve and authorize the Mayor to sign the Agreement with JMN Construction LLC for the Pedestrian Bridge Demolition on Galvin Road, in an amount of \$173,679.00, plus a 10% contingency of \$17,367.90 for a total project cost of \$191,046.90.

Councilman Preister questioned once the bridge is removed if it will just be a crosswalk or if it will be replaced in the future.

Mr. Jim Ristow, City Administrator, advised the bridge will come down this summer. The crosswalk system at Birchcrest and Galvin Road has been changed. The school will place their crossing guards there. The city introduced co-sharing the cost to replace the bridge to the school. The school showed no interest. The city agreed to take the bridge out.

Mr. Dave Goedeken, Public Works Director, mentioned the project at Birchcrest and Galvin is almost complete, and it will be signalized.

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

Approve and authorize Mayor to sign the Consulting Services Agreement with Benesch for the 2023 Concrete Projects, in an amount not to exceed \$112,412.00. (Public Works Director)

Motion was made by Burns, seconded by Preister, to approve and authorize Mayor to sign the Consulting Services Agreement with Benesch for the 2023 Concrete Projects, in an amount not to exceed \$112,412.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw,

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Bellevue City Council Meeting, May 2, 2023, Page 6

Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the Agreement with HDR Engineering Inc., for engineering services in connection with the Quail Creek Lift Station Project, in an amount not to exceed \$177,400.00. (Public Works Director)

Motion was made by Cook, seconded by Burns, to approve and authorize Mayor to sign the Agreement with HDR Engineering Inc., for engineering services in connection with the Quail Creek Lift Station Project, in an amount not to exceed \$177,400.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the Consulting Services Agreement with Benesch for the 2023 CDBG Valley View Sidewalk project, in an amount of \$47,143.00. (Public Works Director)

Motion was made by Preister, seconded by Burns, to approve and authorize the Mayor to sign the Consulting Services Agreement with Benesch for the 2023 CDBG Valley View Sidewalk project, in an amount of \$47,143.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the Proposal with KenBrooke Roofing for roof replacement at 1908 Hancock Street and 1912 Hancock Street, in an amount not to exceed \$29,349.00. (Public Works Director)

Motion was made by Burns, seconded by Preister, to approve and authorize the Mayor to sign the Proposal with KenBrooke Roofing for roof replacement at 1908 Hancock Street and 1912 Hancock Street, in an amount not to exceed \$29,349.00. 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.

Recommend approval and authorize the Mayor to sign the Memorandum of Understanding (MOU) and Agreement with Pilgrim's Landing Garden Club regarding maintenance and landscaping, in an amount not to exceed \$2,000.00. (Public Works Director)

Motion was made by Cook, seconded by McCaw, to recommend approval and authorize the Mayor to sign the Memorandum of Understanding (MOU) and Agreement with Pilgrim's Landing Garden Club regarding maintenance and landscaping, in an amount not to exceed \$2,000.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

ADMINISTRATION REPORTS: Comments must be limited to items on the current reports (April report attached to Council Packet)

Councilman Preister mentioned under Streets there is information on OPPD lighting. He mentioned OPPD was going to transfer old lights, make the lights LED, and wonder if the transfer has been complete to reduce city cost. Mr. Ristow commented they are not complete and are continuing to work on the process.

Mayor Hike mentioned the City's annual report will be mailed out hopefully by the end of next week. The report does include the financial report.

CLOSED SESSION: NONE

ADJOURNMENT

There being no further business to come before the Council at this time, on motion by Burns, seconded by Cook, the meeting was adjourned at 7:03 p.m. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Welch. Motion carried.

Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, Deputy City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on May 2, 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

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Bellevue City Council Meeting, May 2, 2023, Page 7

examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Susan Kluthe, City Clerk

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*6.
5/16/2023

CLAIMS FOR MAY 16, 2023

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MAYOR

AT&T MOBILITY	2023/03/22-04/21 MONTHLY SERVICE	46.29
CENTURY LINK	2023/04/22-05/21 MONTHLY SERVICE	12.95
MIDLANDS PRINTING	CERTIFICATES	347.55
		<hr/>
		\$ 406.79

CITY ADMINISTRATOR

AT&T MOBILITY	2023/03/22-04/21 MONTHLY SERVICE	92.58
CANTEEN REFRESHMENT SERVICES	COFFEE SUPPLIES	390.24
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/03/20-2023/04/19	83.60
CENTURY LINK	2023/04/22-05/21 MONTHLY SERVICE	25.05
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2023	4,883.31
IDEAL PURE WATER COMPANY	BOTTLED WATER	62.40
LUGIS ITALIAN BAR & GRILL	CPS-LUNCH WITH DEVELOPERS	237.31
RELIANCE STANDARD LIFE INSURANCE	LIFE INS-MAR 2023	44.12
RELIANCE STANDARD LIFE INSURANCE	LTD INS-MAR 2023	85.32
SAM'S CLUB DIRECT	CPS-CREDIT FOR FRAUD	(89.84)
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - APR 2023	259.71
		<hr/>
		\$ 6,073.80

LEGAL

AT&T MOBILITY	2023/03/22-04/21 MONTHLY SERVICE	92.58
CENTURY LINK	2023/04/22-05/21 MONTHLY SERVICE	25.47
DROP BOX	CPS-CASE MANAGEMENT	19.99
EB CIVIL RIGHTS CONFERENCE	CPS-CONT EDUCATION, CONFERENCE	113.03
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2023	1,174.06
MIDLANDS PRINTING	BUSINESS CARDS-BATAILLON	151.54
NEBRASKA.GOV	CPS-CASE MANAGEMENT	151.00
RELIANCE STANDARD LIFE INSURANCE	LIFE INS-MAR 2023	15.70
RELIANCE STANDARD LIFE INSURANCE	LTD INS-MAR 2023	22.02
		<hr/>
		\$ 1,765.39

CABLE ADVISORY

AT&T MOBILITY	2023/03/22-04/21 MONTHLY SERVICE	46.29
CENTURY LINK	2023/04/22-05/21 MONTHLY SERVICE	8.63
COX BUSINESS SERVICES	2023/02/19-03/18 MONTHLY SERVICE	27.12
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2023	4,077.78
RELIANCE STANDARD LIFE INSURANCE	LIFE INS-MAR 2023	25.75
RELIANCE STANDARD LIFE INSURANCE	LTD INS-MAR 2023	33.62
		<hr/>
		\$ 4,219.19

CITY CLERK

AMERICAN LEGAL PUBLISHING CORP	SUPPLEMENT PAGES, INTERNET PAGES	419.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/03/26-2023/04/25	89.64
CENTURY LINK	2023/04/22-05/21 MONTHLY SERVICE	12.95
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2023	2,032.26

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CLAIMS FOR MAY 16, 2023

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CITY CLERK (cont'd)

GRETNA GUIDE & NEWS	LEGAL AD	225.13
INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS	CPS-CERTIFICATION-HARBIN	50.00
INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS	MEMBERSHIP FEES-HARBIN, KLUTHE	350.00
MRES ASCEND HOLDINGS, LLC	MRES ASCEND SOUTHWOODS TIF FUND #8775	27,551.91
RELIANCE STANDARD LIFE INSURANCE	LIFE INS-MAR 2023	24.96
RELIANCE STANDARD LIFE INSURANCE	LTD INS-MAR 2023	33.14
ROYCE CORNHUSKER, LLC	ROYCE CORNHUSKERER TIF #8793- TIF PRINCIPAL/INT	9,501.86
SARPY COUNTY TREASURER'S OFFICE	EXCESS SOUTHGATE APT TIF #8790-EXCESS TIF-FINAL	55,423.84
SOUTHGATE APARTMENTS BELLEVUE, LP	SOUTHGATE APT TIF #8790-TIF PRINCIPAL/INT	23,689.06
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		\$ 119,403.75

FINANCE/RISK MANAGEMENT

AMAZON.COM, LLC	CPS-PRINTER SUPPLIES, FLASH DRIVES, OFFICE	424.38
AT&T MOBILITY	2023/03/22-04/21 MONTHLY SERVICE	92.58
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/03/20-2023/04/19	212.60
CENTURY LINK	2023/04/22-05/21 MONTHLY SERVICE	62.73
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2023	5,225.88
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
QUADIENT	REFILL POSTAGE	2,000.00
RELIANCE STANDARD LIFE INSURANCE	LIFE INS-MAR 2023	83.84
RELIANCE STANDARD LIFE INSURANCE	LTD INS-MAR 2023	130.49
US BANK	PCARD - FINANCE DEPT MEETING, SAFETY SHOES	217.71
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		\$ 8,480.21

LIBRARY

AMAZON.COM, LLC	CPS-PRINTER PLOTTER, OFFICE SUPPLIES, PRINTER SUPPLIES, PROGRAM SUPPLIES, VIDEOS BOOKS, CPS-CREDIT FOR TAX	3,983.28 (1.89)
BARNES & NOBLE		
CANON	CPS-PHOTO PAPER-MAKERS SPACE	152.74
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/03/31-2023/04/29	367.78
CENTURY LINK	2023/04/22-05/21 MONTHLY SERVICE	43.16
CLEVERBRIDGE	CPS-COREL SOFTWARE	109.00
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2023	6,801.81
INFO USA MARKETING LIBRARY PROD	DATA AXLE AGREEMENT 2022/11/15	570.00
INGRAM LIBRARY SERVICES	BOOKS	2,551.59
LAKESHORE LEARNING	CPS-PROGRAM SUPPLIES	225.94
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	13.48
NEBRASKA LIBRARY ASSOCIATION	CPS-GOLDEN SOWER AWARD	37.78
OMAHA PUBLIC POWER DISTRICT	2023/03/10-04/10 MONTHLY SERVICE	1,497.89
PLYMOUTH ROCKET, INC	RENEW SUBSCRIPTION 2023/05/03	600.00
RELIANCE STANDARD LIFE INSURANCE	LIFE INS-MAR 2023	84.15
RELIANCE STANDARD LIFE INSURANCE	LTD INS-MAR 2023	106.75
RUFF WATERS	AQUARIUM MANAGMENT	117.99
SCOTT WELCH	CPS-MONTHLY WEB MAINTENANCE	125.00
VERIZON WIRELESS	2023/03/17-04/16 MONTHY SERVICE	400.10
WALMART SUPERMARKETS	PROGRAM SUPPLIES	107.93
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		\$ 17,894.48

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CLAIMS FOR MAY 16, 2023

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ADMINISTRATIVE SERVICES/PERSONNEL

AMAZON.COM, LLC	CPS-LAMINATED FILE FOLDERS	96.70
AT&T MOBILITY	2023/03/22-04/21 MONTHLY SERVICE	138.87
CAKE SPECIALISTS	CPS-CAKE FOR CEREMONY	42.99
CENTURY LINK	2023/04/22-05/21 MONTHLY SERVICE	60.31
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2023	13,319.80
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
OMAHA PUBLIC POWER DISTRICT	2023/03/21-04/20 MONTHLY SERVICE	133.10
PRINCIPAL FINANCIAL	PRINCIPAL PAYMENT 4/27/23	479.50
RELIANCE STANDARD LIFE INSURANCE	LIFE INS-MAR 2023	94.35
RELIANCE STANDARD LIFE INSURANCE	LTD INS-MAR 2023	120.77
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - APR 2023	2,444.77
		\$ 16,961.16

CODE ENFORCEMENT

AMAZON.COM, LLC	CPS-OFFICE SUPPLIES	27.79
AT&T MOBILITY	2023/03/22-04/21 MONTHLY SERVICE	431.65
CENTURY LINK	2023/04/22-05/21 MONTHLY SERVICE	25.37
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2023	9,754.91
GREAT PLAINS UNIFORMS	BALLISTIC VEST-HATCHER	800.00
PAPILLION SANITATION	CODE DUMPSTER	487.53
RELIANCE STANDARD LIFE INSURANCE	LIFE INS-MAR 2023	70.65
RELIANCE STANDARD LIFE INSURANCE	LTD INS-MAR 2023	88.27
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - APR 2023	580.04
		\$ 12,266.21

PUBLIC WORKS

ALFRED BENESCH & COMPANY	BPW-220814 FIBER OPTIC 2023/03/13-2023/04/09	24,917.85
ALFRED BENESCH & COMPANY	BPW-210414 MS4 ANNUAL REPORTS 2023/03/13-2023/04/09	5,906.50
AMAZON.COM, LLC	CPS-OFFICE SUPPLIES, ROOF TOP LIGHT BAR, PRINTER SUPPLIES, OFFICE SUPPLIES	244.85
AT&T MOBILITY	2023/03/22-04/21 MONTHLY SERVICE	345.32
CENTURY LINK	2023/04/22-05/21 MONTHLY SERVICE	51.79
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2023	3,356.11
GRETNA GUIDE & NEWS	LEGAL AD	22.72
HAMPTON INN KEARNEY	CPS-CREDIT FOR TAX-GOEDEKEN	(20.25)
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	188.79
NEBRASKA IOWA SUPPLY CO	DIESEL FUEL FOR CITY TANKS	5,286.18
ONE CALL CONCEPTS	DIGGERS HOTLINE	1,928.50
RELIANCE STANDARD LIFE INSURANCE	LIFE INS-MAR 2023	73.48
RELIANCE STANDARD LIFE INSURANCE	LTD INS-MAR 2023	100.85
TRAVELERS	LIABILITY CLAIM PW/LEGAL	1,939.00
		\$ 44,341.69

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PARKS

ANDERSON FORD	2023 FORD F-350 VIN#1FDRF3HT1PEC35828	59,989.00
A-RELIEF SERVICES	PORTABLE RESTROOM-CITY PARKS	1,165.00
AT&T MOBILITY	2023/03/22-04/21 MONTHLY SERVICE	86.33
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/03/18-2023/04/17	19.46
CENTURY LINK	2023/04/22-05/21 MONTHLY SERVICE	38.84
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2023	9,290.40
GEARHART CONSTRUCTION & PLUMBING	INSTALL WATER FOUNTAIN ON TRAIL	26,500.00
LOGAN CONTRACTORS SUPPLY	ALERT BRICK RED, WOOD STAKES	154.85
MENARDS	LUMBER, LUMBER, CEILING DUSTER, SUPPLIES	486.30
METROPOLITAN UTILITIES DIST	2023/04/01-04/14 MONTHLY SERVICE	110.76
OMAHA PUBLIC POWER DISTRICT	2023/03/01-03/30 MONTHLY SERVICE	2,447.10
PRECISE MRM LLC	FLAT DATA PLAN	300.00
RELIANCE STANDARD LIFE INSURANCE	LIFE INS-MAR 2023	82.90
RELIANCE STANDARD LIFE INSURANCE	LTD INS-MAR 2023	100.16
SITONE LANDSCAPE SUPPLY	SEED STARTER, FUNGICIDE	1,061.58
TREES SHRUBS AND MORE	MULCH	264.60
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - APR 2023	1,593.73
		\$ 103,691.01

RECREATION

AMAZON.COM, LLC	CPS-OFFICE SUPPLIES	53.70
AT&T MOBILITY	2023/03/22-04/21 MONTHLY SERVICE	92.58
B&D DIAMOND PRO	BALLFIELD MAINTENANCE	13,930.00
CENTURY LINK	2023/04/22-05/21 MONTHLY SERVICE	54.52
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2023	2,660.65
MIDWEST STORAGE SOLUTIONS	FOLDING CHAIRS	587.77
OMAHA PUBLIC POWER DISTRICT	2023/03/21-04/20 MONTHLY SERVICE	212.73
OMAR CHAIVEZ	REFUND REED CENTER RENTAL	425.00
RELIANCE STANDARD LIFE INSURANCE	LIFE INS-MAR 2023	27.63
RELIANCE STANDARD LIFE INSURANCE	LTD INS-MAR 2023	38.66
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - APR 2023	199.67
		\$ 18,282.91

FACILITY MANAGEMENT

AMAZON.COM, LLC	CPS-PRINTER SUPPLIES	33.89
AT&T MOBILITY	2023/03/22-04/21 MONTHLY SERVICE	138.87
AVI SYSTEMS, INC	ANNUAL SUPPORT AGREEMENT 2023/03/01-2024/02/28	15,905.00
BIG RED LOCKSMITHS	CHANGE CYLINDER COMBINATION	150.00
CARPENTER PAPER CO	JANITORIAL SUPPLIES	816.45
CENTURY LINK	2023/04/22-05/21 MONTHLY SERVICE	4.32
DIAMOND VOGEL, INC	PAINT FOR POOL-GILBERT	3,039.77
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2023	11,964.31
FIRE PROTECTION SERVICES, LLC	RECHARGE EXTINGUISHERS-SR CENTER	988.00
GRAINGER	VALVE COVER GASKETS-GILBERT POOL	140.25
HAVEN TECHNOLOGY CORP	CPS-REPAIR INTERCOME FOR PD	88.16
ICC CONTRACTOR TRAINING	CPS-TRAINING-BLDG CONTRACTOR-ZIMMER	115.00

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CLAIMS FOR MAY 16, 2023

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FACILITY MANAGEMENT (cont'd)

JACKSON SERVICES, INC	DOOR MAT SERVICE	42.82
MENARDS	CAULK, LIMESTONE, BATTERIES, PAINT, CLEANING SUPPLIES, POTTING SOIL, TOOLS, ELECTRICAL SUPPLIES	650.88
MMC MECHANICAL CONTRACTORS, INC	UPPER LEVEL RUNNING WARM, HEAT PUMP TRIPPED OUT, COMPUTER LAB RUNNING HOT	3,176.90
NEBRASKA STATE FIRE MARSHALL	ANNUAL ELEVATOR INSPECTION	120.00
OMAHA DOOR & WINDOW COMPANY	REPAIR OVERHEAD SECTION DOOR, HINGES, REPAIR WINDOWS AND DRYWALL	8,950.40
OMAHA PUBLIC POWER DISTRICT	2023/03/10-04/10 MONTHLY SERVICE	1,041.51
RELIANCE STANDARD LIFE INSURANCE	LIFE INS-MAR 2023	84.47
RELIANCE STANDARD LIFE INSURANCE	LTD INS-MAR 2023	100.59
THE HOME DEPOT PRO	JANITORIAL SUPPLIES-LIBRARY	581.29
TK ELEVATOR CORPORATION	ANNUAL ELEVATOR INSPECTION	512.06
TREES SHRUBS AND MORE	PLANTS	460.22
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - APR 2023	530.35
VOSS LIGHTING	JANITORIAL SUPPLIES-REED CENTER	66.90
WESTLAKE ACE HARDWARE	CAULK, TAPE, GASKET MAKER, TOILET FLOAT	71.71
		\$ 49,774.12

CEMETERY

AT&T MOBILITY	2023/03/22-04/21 MONTHLY SERVICE	46.29
CENTURY LINK	2023/04/22-05/21 MONTHLY SERVICE	4.32
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2023	2,826.08
MENARDS	TOP SOIL	174.30
OMAHA PUBLIC POWER DISTRICT	2023/03/21-04/20 MONTHLY SERVICE	683.09
RELIANCE STANDARD LIFE INSURANCE	LIFE INS-MAR 2023	28.26
RELIANCE STANDARD LIFE INSURANCE	LTD INS-MAR 2023	33.82
SITEONE LANDSCAPE SUPPLY	SEED STARTER-CEMETERY	719.56
TREES SHRUBS AND MORE	PLANTS-CEMETERY	218.23
		\$ 4,733.95

STREETS

ALFRED BENESCH & COMPANY	BPW-220813 STREETSCAPING 2023/03/13-2023/04/9	7,130.50
ALFRED BENESCH & COMPANY	BPW-220104 CONCRETE PROJECTS 2023/02/13-2023/04/09	791.19
ASP ENTERPRISES, INC	EROSION BLANKET	990.00
AT&T MOBILITY	2023/03/22-04/21 MONTHLY SERVICE	231.45
AVERY RENTS	PROPANE	57.12
BURRELL ENTERPRISES, LLC	ADD'L PAVING -GALVIN/FAIRVIEW	15,129.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/03/12-2023/04/11	22.58
CENTURY LINK	2023/04/22-05/21 MONTHLY SERVICE	38.84
CONCRETE SUPPLY, INC	CONCRETE	8,173.63
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2023	41,731.96
FELSBURG HOLT & ULLEVIG, INC	BPW-220107 GALVIN RD PED IMP 2022/10/01-2023/03/31	1,326.66

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STREETS (cont'd)

HGM ASSOCIATES INC	BPW-211224 HARLAN DR APPROACH THRU	7,757.14
HGM ASSOCIATES INC	BPW-221019 GALVIN RD PED BRIDGE THRU	1,213.76
INDEPENDENT SALT CO	ICE CONTROL SALT	4,746.40
INTERSTATE ALL BATTERY CENTER	BATTERIES	141.20
JULIAN GUERRERO	REIMB MILEAGE FOR TRAINING, CDL LICENSE	302.42
LOGAN CONTRACTORS SUPPLY	ALERT BRICK RED, WOOD STAKES	837.04
MARTIN ASPHALT	BULK OIL	404.00
MENARDS	CONSTRUCTION SCREWS, NOZZLES, TANK SPRAYER, KNEE PADS	97.50
METRO LANDSCAPE MATERIALS AND RECYCLING	MULCH	288.00
METROPOLITAN UTILITIES DISTRICT	DAMAGED GAS VALVE	2,638.58
MICHAEL TODD & COMPANY	V-LOK ADAPTER W/HARDWARE, TUBE BROOM	2,351.12
MIDWEST RIGHT OF WAY SERVICES, INC	BPW-191118 ACQUISITION SERVICE-36TH ST	1,442.50
OMAHA PUBLIC POWER DISTRICT	2023/03/01-03/30 MONTHLY SERVICE	1,365.41
OMAHA PUBLIC POWER DISTRICT	2023/03/30-04/27 STREET MONTHLY SERVICE	95,808.27
OMNI ENGINEERING	ASPHALT	1,294.85
PRECISE MRM LLC	FLAT DATA PLAN	1,625.00
READY MIXED CONCRETE COMPANY	CONCRETE	25,475.59
RELIANCE STANDARD LIFE INSURANCE	LIFE INS-MAR 2023	307.09
RELIANCE STANDARD LIFE INSURANCE	LTD INS-MAR 2023	374.80
SHERWIN WILLIAMS CO	LINE LAZER PAINT MACHINE, TRAFFIC PAINT	10,479.77
THIELE GEOTECH	BPW-220107 GALVIN PED CROSSING	2,074.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - APR 2023	6,964.98
WESTLAKE ACE HARDWARE	HOSE	2.79
		\$ 243,615.14

FLEET MAINTENANCE

AA WHEEL & TRUCK SUPPLY, INC	GREASE SEAL	13.86
ALLIED OIL & SUPPLY COMPANY	GREASE	169.86
AMAZON.COM, LLC	CPS-ADHESIVE, TRAILER WIRING, ROLLING WHEEL DOLLY, SEALS, CALIPERS, COUPLERS, PARTS	1,632.22
AT&T MOBILITY	2023/03/22-04/21 MONTHLY SERVICE	46.29
AUTO VALUE PARTS - SOUTH OMAHA	PARTS, HI CARBON BRAKE ROTOR, HD BRAKE PAD, FILTERS, CALIPERS, THREADLOCKER, VALVE ASSY	1,415.27
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS, LIQUID WRENCH, BLACKJACK	660.14
BAUER BUILT TIRE & SERVICE	TIRES, TUBES	998.00
BAXTER FORD	FILTERS, SOCKETS, CYLINDER, TUBE	462.28
BOBCAT OF OMAHA	SERVICE PARTS AND LABOR, AIR MASS METER, CYLINDER PARTS	1,809.57
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/03/20-2023/04/19	85.85
CENTURY LINK	2023/04/22-05/21 MONTHLY SERVICE	30.21
CLAYS PUMP & METER	RUBBER ARM PAD KITS	34.80
CORNHUSKER INTERNATIONAL TRUCKS	AXLE GASKETS, FILTERS, MIRROR CLAMP, FILTERS	447.82
DILLON BROTHERS H-D BUELL	CPS-PARTS FOR MOTORCYCLES	171.12
DULTMEIER SALES LLC	REPAIR KIT, ELBOW	99.30
EDWARDS CHRYSLER DODGE JEEP RAM	UPPER ARM	229.50
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2023	21,842.57
FLEET PRIDE	BUSHED EQUALIZERS, BUSHINGS, NUTS	187.26

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FLEET MAINTENANCE (cont'd)

GRAHAM TIRE COMPANY	TIRES	806.76
GRAINGER	SAFETY GLASSES, GREASE	276.89
HATCHER MOBILE SERVICES, LLC	HVAC SYSTEM LABAOR-MED42	257.37
HENDERSON PRODUCTS, INC	PINS	39.56
HOSE & HANDLING, INC	POLYBRAID HOSE	18.98
INLAND TRUCK PARTS CO	STRAP KIT	12.19
INTERSTATE BATTERIES	BATTERIES	825.02
J & J SMALL ENGINE SERVICE	SPRING EXTENSION, THROTTLE EXTENSIOIN, TRAILING	153.82
JIM HAWK TRUCK TRAILERS	CONNECTOR TUBE, GOVERNOR	37.98
KRIHA FLUID POWER CO	FITTINGS	615.43
LAURSEN ASPHALT REPAIR EQUIPMENT	DIGITAL CONTROLLER	848.87
LIONS AUTOMOTIVE, I NC	SEW 2 CARGO NETS	465.00
LOGAN CONTRACTORS SUPPLY	SEAT SWITCH	38.96
MACQUEEN EQUIPMENT, LLC	EGRESS WELDMENT, PINS, WASHERS, CABLES,	4,469.04
MENARDS	LUMBER, CUT OFF WHEEL, CLEANING SUPLIES, ADJ	218.00
NAPA AUTO PARTS	STOW AWAY, RISERS, SUPPLIES	
	ACCESSORIES, FITTINGS, SENSOR VALVE, FILTERS,	475.21
	REMAN STEERING GEAR	
NEBRASKA IOWA INDUSTRIAL	NUTS, WASHERS, DRILL BITS, FLANGE NUTS	552.53
NOREGON SYSTEMS	CPS-CREDIT-RENEW MAINTENANCE	(5,482.68)
NOREGON SYSTEMS	CPS-RENEW MAINTENANCE	5,124.00
OMAHA PUBLIC POWER DISTRICT	2023/03/22-04/21 MONTHLY SERVICE	1,170.12
P&M HARDWARE	PULLEY, PLATE	27.96
PANKONIN'S	CYLINDER	470.66
RELIANCE STANDARD LIFE INSURANCE	LIFE INS-MAR 2023	168.30
RELIANCE STANDARD LIFE INSURANCE	LTD INS-MAR 2023	211.52
STATE STEEL	RECTANGULAR TUBING, ROLLED ANGLE	544.23
SUPERIOR SIGNALS	RETROFIT LIGHT KIT	265.00
TEXTRAIL TRAILER PARTS	COUPLER	236.40
TOOL SHED OF OMAHA	CARBIDE BURR TREE	67.50
TRAILER MARKETING, INC	CPS-ALUM STAKE POCKET	102.85
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - APR 2023	622.01
WALKERS UNIFORM RENTAL	UNIFORM CLEANING SERVICE, FENDER COVERS	138.29
WELDON PARTS INC	WORK LIGHT BULBS, LIGHTS	775.51
WESTLAKE ACE HARDWARE	SUPPLIES	3.08
		\$ 44,892.28

SOLID WASTE

PAPILLION SANITATION	GLASSS RECYCLING	412.22
		\$ 412.22

PLANNING

AT&T MOBILITY	2023/03/22-04/21 MONTHLY SERVICE	46.29
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/03/1-2023/04/17	106.46
CENTURY LINK	2023/04/22-05/21 MONTHLY SERVICE	12.95
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2023	2,832.71
GRETNA GUIDE & NEWS	LEGAL AD	11.36
RELIANCE STANDARD LIFE INSURANCE	LIFE INS-MAR 2023	37.05
RELIANCE STANDARD LIFE INSURANCE	LTD INS-MAR 2023	48.54
		\$ 3,095.36

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PERMITS & INSPECTIONS

AMAZON.COM, LLC	CPS-BINOCULARS, BUSINESS CARDS	274.18
AT&T MOBILITY	2023/03/22-04/21 MONTHLY SERVICE	277.74
BELLEVUE PRINTING COMPANY	INSPECTION STICKERS	587.35
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/03/18-2023/04/17	131.01
CENTURY LINK	2023/04/22-05/21 MONTHLY SERVICE	21.58
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2023	11,880.34
INTERNATIONAL CODE COUNCIL, INC	CPS-RENEW MEMBERSHIP-SCHROEDER	260.00
J P COOKE COMPANY	CUSTOM STAMP	35.85
RELIANCE STANDARD LIFE INSURANCE	LIFE INS-MAR 2023	91.37
RELIANCE STANDARD LIFE INSURANCE	LTD INS-MAR 2023	119.43
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - APR 2023	691.64
		\$ 14,370.49

POLICE

ADOBE CREATIVE SOFTWARE	CPS-AUTO RENEWAL SOFTWARE-VEST	106.99
AMAZON WEB SERVICES, INC	AWS SERVICE CHARGES-APR 2023	420.74
AMAZON.COM, LLC	CPS-PRINTER SUPPLIES, BATTERIES, HEADSET, PRINTER SUPPLIES, CABLES, OFFICE SUPPLIES	2,246.68
ANDERSON FORD	2023 FORD EXPEDITION VIN#1FMJK1J81PEA16175	67,779.00
APD LOCKSMITH	OPEN VEHICLE FEE	75.00
A-RELIEF SERVICES	PORTABLE RESTROOM-RANGE	128.00
AT&T MOBILITY	2023/03/22-04/21 MONTHLY SERVICE	4,151.14
AUTO BODY AUTHORITY	CRUISER REPAIR-UNIT 604	807.50
AVERY L LOSCHEN	RENT FOR K9 BUILDING-JUN 2023	1,248.00
BIG RED LOCKSMITHS	KEYS	145.00
BROWN & BLUE RESEARCH & TRAINING GROUP	CPS-BULLETPROOF TRAINING-PETTIT, BROWN, JANDA, VALDEZ, HRBIK	995.00
CANDLEWOOD SUITES - NE	CPS-CRASH INVESTIGATION-LODGING-SECRIST	490.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/03/17-2023/04/16	347.85
CASEYS GENERAL STORE #2966	CPS-WELCOME CEREMONY EVENT	55.64
CELLEBRITE USA CORP	CPS-PHYSICAL ANALYZER TRAINING-SMUTNY, BAILEY	8,400.00
CENTRIFUGE TRAINING	CPS-VEHICLE INTERDICTION TECH-SPENCER	1,000.00
CENTURY LINK	2023/04/22-05/21 MONTHLY SERVICE	369.76
CIRCUS RENO - REGISTRATION	CPS-VEHICLE INTERDICTION TECH-LODGING DEP-	78.32
CNA SURETY DIRECT BILL	NOTARY BOND-P RIEPLE	40.00
CONNER PSYCHOLOGICAL SERVICES PC	PRE EMPLOYMENT PSYCH EVALUATIONS	1,275.00
CULLIGAN OF OMAHA	BOTTLED WATER	368.40
DILLON BROTHERS H-D BUELL	KICKSTAND SPRING	87.48
DOUBLETREE - TN	CPS-ADV HOMICIDE INVEST-LODGING-MILLER	552.50
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2023	146,758.31
ENTERPRISE FM TRUST	DEA VEHICLE LEASE - APR 2023	557.32
EXPEDIA	CPS-CHILD PROTECTION SYS-CAR RENTAL-PAGE	(163.56)
FAIRFIELD INN	CPS-2023 DRUG FORUM-LODGING-GREINER, MELVIN	559.80
FBI LEEDA	CPS-FBI COMMAND LEADERSHIP INST-PETTIT	695.00
FBI LEEDA	CPS-FBI NAT'L CONFERENCE-MELVIN	535.00
GRAPHIC DESIGNS INTERNATIONAL, LLC	GRAPHICS	49.05
GREAT PLAINS UNIFORMS	UNIFORMS, EMBROIDER LOGO ON UNIFORM ITEMS	7,018.96
IDEAL IMAGES, INC	EMROIDERY-SWAT UNIFORMS	279.00
INFOSAFE SHREDDING	SHREDDING SERVICE	90.00
J P COOKE COMPANY	NOTARY STAMP-HOFFMAN	63.40

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POLICE (cont'd)

JACKSON SERVICES, INC	DOOR MAT SERVICE-POLICE	152.66
JEREMY JOHNSON PHOTOGRAPHERS	BUSINESS PORTRAIT-LARR	50.00
JO DONS	OFFICER OF THE QUARTER PLAQUE	60.00
JOSEPH GRAY	REIMB FOR KENNEL ROOF KIT	171.19
LP POLICE	LP POLICE MONTHLY-APR 2023	259.90
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	421.41
MIDWEST LININGS	WINDOW TINTING	368.99
MYZONE, INC	CPS-WELLNESS PROGRAM	75.00
NEBRASKA LAW ENFORCEMENT TRAINING CENTER	CPS-PROCESSING FEES FOR RECRUITS	400.00
NEBRASKA NATIONAL ACADEMY SPRING	CPS-RE TRAINER CONFERENCE-PAULSEN	150.00
NSCA	CPS-MIDWEST REG CONFERENCE-DUES-BAILEY	285.00
OMAHA PUBLIC POWER DISTRICT	2023/03/10-04/10 MONTHLY SERVICE	53.68
PEN-LINK	CPS-PENLINK SUMMIT-HOLM	599.00
RELIANCE STANDARD LIFE INSURANCE	LIFE INS-MAR 2023	983.61
RELIANCE STANDARD LIFE INSURANCE	LTD INS-MAR 2023	2,117.03
ROBERT PAGE	REIMB TRAINING EXP CHILD PROTECTION	617.81
SAM'S CLUB DIRECT	CPS-WELCOME CEREMONY EVENT	23.46
SARPY COUNTY TREASURER (FISCAL ADMINISTRATION)	DATA PROCESSING JAN/MAR 2023	11,269.94
SHARP IMAGE INC	WINDOW TINTING-UNIT 705	85.00
SOUTHWEST AIRLINES	CPS-CHILD PROTECTION SYST-TRAVEL-PAGE, SPENCER, VANN	1,179.48
TONY PAULSEN	REIMB PER DIEM FBI RETRAINER	147.50
U.S. CELLULAR	2023/04/09-05/08 MONTHLY SERVICE	88.56
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - APR 2023	15,987.14
VERIZON WIRELESS	2023/03/24-04/23 MONTHLY SERVICE	1,800.47
WESTLAKE ACE HARDWARE	ADHESIVE, SPRAY PAINT, STAPLES	58.93
WESTON A SECRIST	REIMB PER DIEM CRASH TEAM TRAINING	281.50
		\$ 285,297.54

FIRE & RESCUE

AETNA MEDICARE REFUNDS	REFUND FOR SERVICE	118.21
AIRGAS USA, LLC	MEDICAL OXYGEN CYLINDER RENTAL	513.43
AMAZON.COM, LLC	CPS-PRINTER SUPPLIES, OFFICE SUPLIES, BLADES, JANITORIAL SUPPLIES	443.68
AMERICAN HEART ASSOCIATION	CPS-EMS COURSES, VIDEOS	329.19
AT&T MOBILITY	2023/03/22-04/21 MONTHLY SERVICE	1,958.05
AVERY RENTS	PROPANE	19.45
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	7,890.93
CENTURY LINK	2023/04/22-05/21 MONTHLY SERVICE	109.99
CHARLES DEAL	REFUND FOR SERVICE	74.25
EC DATA SYSTEMS, INC	CPS-SHARE OF FAX SERVER	7.95
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2023	96,366.49
FAMOUS DAVES OF AMERICA	CPS-MEALS FOR TRAINING	62.50
GREAT PLAINS UNIFORMS	UNIFORM-S BETTS	958.37
HORWATH LAUNDRY EQUIPMENT	GEAR EXTRATOR-DIST 1	7,880.00
KFT FIRE TRAINER, LLC	PREVENTIVE MAINTENANCE- KIDDE FIRE TRAINER	15,360.00
KNOX COMPANY	KNXCONNECT CLOUD LICENSE 2023/05/05-	468.00
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	147.79
MENARDS	TOOL BOX, BRUSH, CART, RECIP BLADES, SUPPLIES	292.10

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FIRE & RESCUE (cont'd)

OMAHA NEON SIGN CO	REPAIR/UPGRADE OUTDOOR SIGNS	8,390.00
OMAHA PUBLIC POWER DISTRICT	2023/03/01-03/30 MONTHLY SERVICE	5,749.83
OPERATIVE IQ	BARCODE READER	334.00
QUALAROO PRO PROFESSIONAL	CPS-ON-LINE SURVEY	479.64
RELIANCE STANDARD LIFE INSURANCE	LIFE INS-MAR 2023	728.95
RELIANCE STANDARD LIFE INSURANCE	LTD INS-MAR 2023	1,350.34
ROMEO'S ITALIAN RESTAURANT	CPS-MEALS FOR TRAINING	133.41
SANDRY FIRE SUPPLY, LLC	FIE GEAR, FIRE BOOTS	27,227.00
SARPY COUNTY TREASURER (FISCAL ADMINISTRATION)	DATA PROCESSING OCT/DEC 2022	7,889.24
STERICYCLE	SHREDDING SERVICE	144.00
STRYKER SALES CORPORATION	AED'S	3,120.78
TELEFLEX FUNDING, LLC	MEDICAL SUPPLIES	2,163.95
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - APR 2023	8,074.52
WESTLAKE ACE HARDWARE	TOOL BOX, WRENCH, NOZZLES	72.53
ZOLL DATA SYSTEMS INC	ZOLL BILLING 2023/05/01-05/31	1,105.00
ZOLL MEDICAL CORPORATION	MEDICAL OXYGEN	1,130.20
		<hr/>
		\$ 201,093.77

NON-DEPARTMENTAL/CONTRACTS

CENTURY LINK	2023/03/20-04/19 MONTHLY SERVICE	324.91
GOTOMEETING	CPS-MONTHLY CONFERENCE CALLS	17.12
HEARTLAND MARKETING &	POSTAGE FOR MAYOR'S ANNUAL REPORT	5,844.70
JEREMY JOHNSON PHOTOGRAPHERS	BUSINESS PHOTO	170.00
SAM'S CLUB DIRECT	CPS-CREDIT FOR FRAUD	(212.21)
SARPY COUNTY COURT HOUSE	ANIMAL CONTROL-JUN 2023	17,231.00
SCOTT WELCH	CPS-MONTHLY WEB MAINTENANCE	125.00
		<hr/>
		\$ 23,500.52

INFORMATION TECHNOLOGY

AMAZON.COM, LLC	CPS-SCANNER, LASER POINTER, EAR PIECES	1,104.37
HOSTGATOR.COM	CPS-MONTHLY DOMAIN MAINTENANCE	69.95
INOTEK, LLC	PROOFPOINT FOR IT 2023/04/22-2024/04/21	18,100.00
MOTOROLA SOLUTIONS, INC	BATTERIES, EARPIECES, CABLES	2,207.10
SARPY COUNTY TREASURER (FISCAL ADMINISTRATION)	DATA PROCESSING OCT/DEC 2022	67,454.12
TESSCO	WIDE BAND ANTENNA	55.25
		<hr/>
		\$ 88,990.79

2206 LONGO DR - NEW LIBRARY

HONEYMAN RENT-ALL	CPS-RENT TILE STRIPPER	233.50
		<hr/>
		\$ 233.50

WASTEWATER

AMAZON.COM, LLC	CPS-BATTERY COMBO, PRINTER SUPPLIES, POCKET PENTROMETER, OFFICE SUPPLIES	499.92
AMERICAN NATIONAL BANK	APRIL BANK FEES	75.19
AT&T MOBILITY	2023/03/22-04/21 MONTHLY SERVICE	688.10
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/03/09-2023/04/08	90.29
CENTURY LINK	2023/04/22-05/21 MONTHLY SERVICE	442.70
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2023	16,363.63
GRAINGER	RUBBER BOOTS	73.65

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WASTEWATER (cont'd)

MENARDS	STEEL HAMMER, PRY BAR, GLOVES, MEETING SUPPLIES, GREASE	157.21
MID-IOWA SOLID WASTE EQUIPMENT CO,	PUMP REPAIR-WW107	8,187.86
OMAHA PUBLIC POWER DISTRICT	2023/03/10-04/10 MONTHLY SERVICE	3,016.47
READY MIXED CONCRETE COMPANY	CONCRETE	1,617.83
RELIANCE STANDARD LIFE INSURANCE	LIFE INS-MAR 2023	128.58
RELIANCE STANDARD LIFE INSURANCE	LTD INS-MAR 2023	160.85
THE CHARLES MACHINE WORKS, INC	FREIGHT CHARGE-RETURN CAMERA	45.00
TRUCK CENTER COMPANIES-OMAHA	REPAIR-WW135	24,721.64
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - APR 2023	1,732.43
		<u>\$ 58,001.35</u>

COMMUNITY BETTERMENT

OMAHA PUBLIC POWER DISTRICT	2023/04/25 MONTHLY SERVICE	100.19
		<u>\$ 100.19</u>

COMMUNITY DEVELOPMENT

GRETNA GUIDE & NEWS	LEGAL AD	43.34
HOUSING FOUNDATION FOR SARPY	COVID HOUSING ASST PROGRAM	56,065.04
		<u>\$ 56,108.38</u>

FEDERAL FORFEITURES

VERIZON WIRELESS	2023/03/22-04/21 MONTHLY SERVICE	548.27
		<u>\$ 548.27</u>

TOTAL CLAIMS FOR MAY 16, 2023 \$ 1,428,554.46

TOTAL PAYROLL FOR APRIL 28,, 2023 \$ 1,453,023.79

City of Bellevue
Nebraska
Office of the Mayor

7a.
5/16/2023

National Public Works Week Proclamation

May 21–27, 2023

“Connecting the World Through Public Works”

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Bellevue Nebraska; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in **Bellevue** to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

RESOLVED, I, Mayor Rusty Hike, do hereby designate the week May 21–27, 2023 as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the State (to be affixed),

DONE at the **City of Bellevue Nebraska** this 16th day of May 2023.



Mayor Rusty Hike



We Influence The World!

*8a.
5/16/2023

City of Bellevue
Office of the Mayor
1500 Wall St. • Bellevue, Nebraska • 68005 • 402-293-3022

Memo

To: Council President Paul Cook & Council members

From: Mayor Rusty Hike

Date: May 12th, 2023

Subject: Reappointment & Appointment to the Bellevue Housing Authority

Please consider the following for reappointment to the Bellevue Housing Authority she will serve a five (5) year term ending July 2028.

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

Also, please consider the following for appointment, Dylan will replace Jim Hawkins who recently resigned and finish his remaining term ending July 2025.

Dylan Eckel
2208 Power Dr
Bellevue, NE 68005
402-213-8445

Also, please consider the following for appointment, Bruce will replace Joshua Sullivan who recently resigned and finish his remaining term ending July 2024.

Bruce Yoder
522 Bellevue Blvd N
Bellevue, NE 68005
402-880-8272

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

Work Experience

Cottage Guide

Hillcrest Country Estates - Bellevue, NE July 2021 to present

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

Disaster Case Management Supervisor

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

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

Family Permanency Specialist Supervisor

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

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

Family Permanency Specialist II

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

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

Intensive Family Preservation Family Support Worker

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

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

Education

MA in Human Services/ Bellevue University 2012

BA in Psychology/ Creighton University 2003

Skills

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

Additional Information Skills

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

DYLAN ECKEL

CONTACT

402-213-8445
dylaneckel@gmail.com
deckel@nebraskarealty.com

SKILLS

I have fantastic customer service skills and always treat people with respect. I am a hard worker who gets along well with others. I strive to keep up a positive attitude through thick and thin!

Microsoft Word, Excel, & PowerPoint

Google Docs, Sheets, & Forms

Adobe Acrobat

Search Engine Optimization & Search Engine Marketing

Great Plains MLS

Member of National Association of Realtors

Member of the Omaha Area Board of Realtors

EXPERIENCE

VP OF SALES • BANYAN HOMES • JAN 2022 – PRESENT

Create, implement, and manage strategies to increase sales of new custom residential homes, as well as commercial contracts. Create, direct, and manage social media content. Guide and educate clients throughout the building process.

REALTOR • NEBRASKA REALTY • MAY 2020 – PRESENT

Assist clients with the buying and selling of residential and commercial real estate. Guide clients through negotiations and make sure all the contracts are drawn in a correct and timely manner. Assist with the marketing and sale of existing and new construction.

ASSISTANT MANAGER • LAVISTA KENO • AUG 2019 – AUG 2020

Recruit, train, and supervise staff. Maintain stock levels and inventory, weekly. Ensure the bar follows all licensing laws and guidelines. Mix drinks and deliver food to customers, all while maintaining a friendly environment.

ASSISTANT MANAGER/BARTENDER • BIG RED KENO • SEP 2014 – AUG 2019

Create bartender and employee schedules. Hire, train, and supervise staff. Maintain stock levels and inventory, weekly. Ensure the bar follows all licensing laws and guidelines. Mix drinks and deliver food to customers, all while maintaining a friendly environment.

LINE COOK • J BIRD'S BAR AND GRILL • AUG 2011 – AUG 2013

Preparation and cooking of food, cleaning, and inventory maintenance.

EDUCATION

2009-13 • PAPILLION LAVISTA SENIOR HIGH SCHOOL

2013-15 • UNIVERSITY OF NEBRASKA-LINCOLN

Majored in architecture. Former Social Chairman of the Acacia fraternity.

2019-20 • RANDALL SCHOOL OF REAL ESTATE

Completed my education hours for issuance of my real estate salesperson license.

Bruce Yoder

522 BELLEVUE BLVD N.
BELLEVUE, NE 68005
(402) 880-8272
yodes.bruce@gmail.com

Mayor Hike,

The following is a letter of interest in an appointment to the Bellevue Housing Authority as openings become available. Below you will find qualifications.

Statement

As an Architect, I have worked with clients on a variety of projects from Mixed Use Developments (Retail + Multifamily), Religious Buildings, Clinics, Car Dealerships, University, K-12, Retail, and Civic projects. This experience has allowed me to work with a variety of Municipalities in the region and experience how Zoning and Codes can impact our built environment. As a resident, I am interested in how the City of Bellevue can continue to grow and prosper in the future.

Education

MAY 2008

University of Nebraska, Lincoln - *Masters of Architecture*

MAY 2006

University of Nebraska, Lincoln - *Bachelor of Design*

Experience

NOVEMBER 2022 - PRESENT

Metropolitan Community College, Omaha - *Architect / Faculty*

- Architectural Design Instructor
- Instructing students that will be future Technicians, Architects, and Engineers in the AEC industry.

JUNE 2016 - NOVEMBER 2022

BVH Architecture, Omaha - *Architect / Project Lead*

- Lead Architect on several projects ranging from \$1,000,000 up to \$60,000,000 in construction costs. Several projects noted below:
 - Forever North - ~225,000 SF
 - Master Plan for Mixed Use Campus - Retail, Office, Multifamily, Parking Structure, + Daycare

- Columbus Community Building - 76,000 SF
- Omaha Nation Career Academy - 38,000 SF
- Baxter Ford South - 55,000 SF
- Charles Drew Benson Clinic - 6,000 SF
- HUDL HQ - 80,000 SF
- Have both led and assisted in efforts ranging from Programming, Master Planning, Design, Construction Documentation, and Construction Administration.

SEPTEMBER 2020 - MAY 2021

University of Nebraska, Lincoln - *Adjunct Instructor*

- Instructor for ARCH 222, BIM for Design - Introduction to BIM
 - Taught 6 sections over 2 semesters at the College of Architecture
- Created curriculum + content for the 1 credit course to efficiently teach and for students to learn BIM / Revit Architecture

MARCH 2018 - MAY 2019

Metropolitan Community College, Omaha - *Adjunct Instructor*

- Instructor for Architecture 1120 and 1130
- Instructor for Architecture 1115

SEPTEMBER 2014 - JUNE 2016

RDG Planning and Design, Omaha - *Project Coordinator*

- Construction Documents for Assisted Living Facilities, Townhouses, Religious Facilities, + University Projects
- 3D Models + Imagery for projects + clients

MARCH 2014 - SEPTEMBER 2014

McNeil Company Builders, Omaha - *Project Designer*

- Site analysis studies + Construction Documents
- Assisted the Construction Dept. with Code and Construction Documents

MAY 2009 - MARCH 2014

Alley Poyner Macchietto Architecture, Omaha - *Project Coordinator*

- Worked on projects in a variety of roles from the creation of As-Built Documents, Field Verification, Programming, Design, and Construction Documents.
- Created Digital Models + Marketing images for press releases and client marketing material.
- Projects ranged from University Facilities, Health Clinics, Apartments, Retail, + Office Spaces

AUGUST 2008 - MAY 2009

Peters and Associates Architects, Omaha - *Project Coordinator*

- Created Construction Documents and 3D marketing imagery for a variety of project types varying from a Skilled Nursing Facility, Assisted Living Facility, and a Bank

MAY 2005 - AUGUST 2008

Alley Poyner Macchietto Architecture, Omaha - *Project Coordinator*

- Created 3D design models + presentations for projects
- Field Verification and As-Builts for Existing buildings prior to renovations
- Construction Documentation

SUMMER 2004

Kiewit Construction Company, Omaha - *Laborer*

- Assisted with metal stud framing, concrete flatwork + foundation pours, sandblasting, and geofoam system installation

References

Nate Gieselman
RDG Planning and Design
Senior Partner / Architect
402.676.0076

Jesse McConnell
Peters and Associates Architects
Owner / Architect
402.618.9607

Matt Smith
BVH Architecture
Project Manager / Architect
402.345.3060

Project History (Selected)

Columbus Community Building - Columbus, NE (Under Construction)
76,000 SF City Hall, Children's Museum, + Library

Omaha Nation Career Academy - Macy, NE (Completed 2022)
38,000 SF New Highschool Career Academy

Charles Drew Benson Clinic - Omaha, NE (Completed 2021)
6,000 SF Existing Building Renovation

Baxter Ford South - La Vista, NE (Completed 2020)
55,000 SF New Car Dealership + Service Area

Woodhouse Bentley - Omaha, NE (Completed 2020)
15,000 SF Renovation of a grocery store to a Car Dealership

Woodhouse Nissan - La Vista, NE (Completed 2019)
30,000 SF New Car Dealership

Citylight Church - Omaha, NE (Completed 2018)
33,000 SF Tenant Infill / Renovation of a vacant Hyvee

HUDL HQ - Lincoln, NE (Completed 2017)
80,000 SF Tenant Infill

Citycentre Phase 1 (Vivere Building) Mixed Use Bldg. - La Vista, NE (Completed 2019)
180,000 SF New Construction, 160 Apartments with Retail + Parking Garage below

South Hill Townhomes - Omaha, NE (Completed 2016)
26 new townhomes in Phase 1

Brookestone View Skilled Nursing - Broken Bow, NE (Completed 2016)
50,000 SF Skilled Nursing Home

Alegent Creighton Health Clinic - Dunlap, Iowa (Completed 2014)
2,800 S.F. New construction of a 5 exam room clinic.

NOIC/St Richards - Omaha, NE (Completed 2015)
An existing school renovation into a 39,000 S.F. senior center and youth program.

Victory Apartments – Omaha, NE (Completed 2013)

Renovation of a 5 story building on 8th and Dorcas into 80 apartments, and 2 commercial tenants in over 100,000 S.F.

One World West Clinic – Omaha, NE (Completed 2013)

Renovation of a 6,000 S.F. space into a new doctor & dental office.

OTTR – Omaha, NE (Completed 2012)

Interior renovation of a 13,000 S.F. single story building into a software companies office space.

UNMC Truhlsen Eye Institute – Omaha, NE (Completed 2012)

New construction on UNMC's campus of a 55,000 S.F. state of the art eye center.

UNMC Harold M. and Beverly Maurer Center for Public Health (Completed 2011)

New 35,000 S.F. Building to house offices and classrooms for the College of Public Health

Pebblewood – Omaha, NE (Completed 2011)

New 10,000 S.F. building shell construction for future tenants.

Washington County Service Center – Blair, NE (Completed 2010)

New 10,000 S.F. office and service department for the Natural Resources Department.

Project Imagery (Selected)

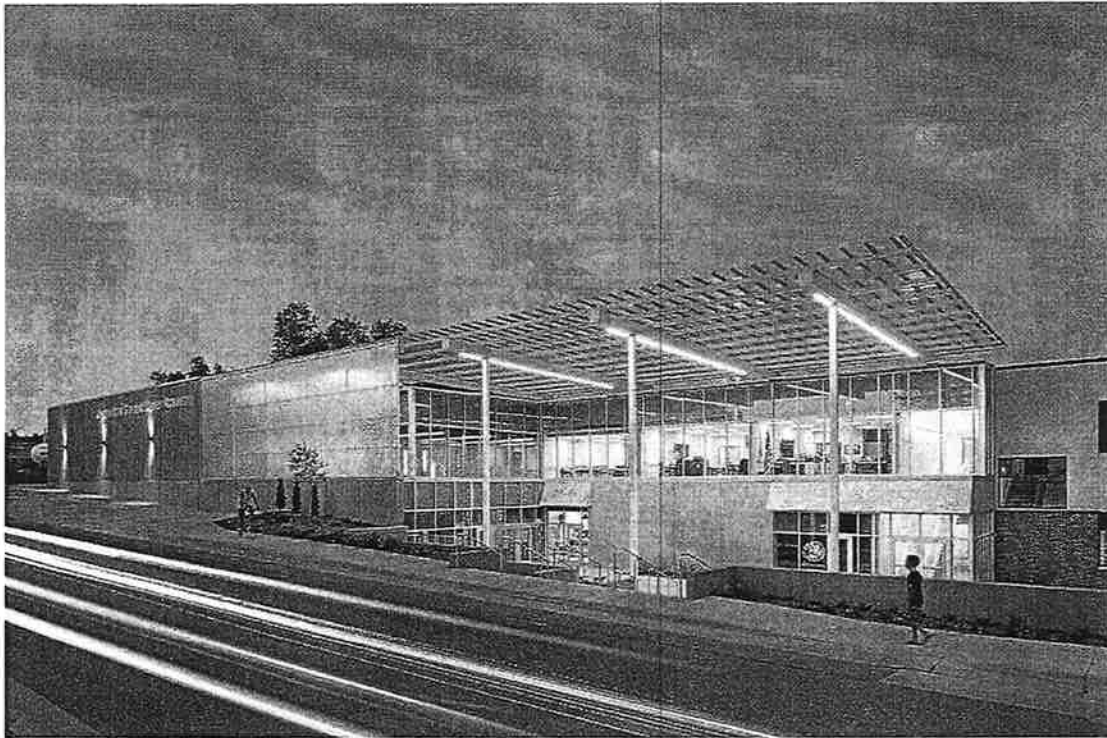
Forever North - Omaha, NE (Masterplan Concept Image of Office Building)



Columbus Community Building - Columbus, NE (Concept Image / Under Construction)



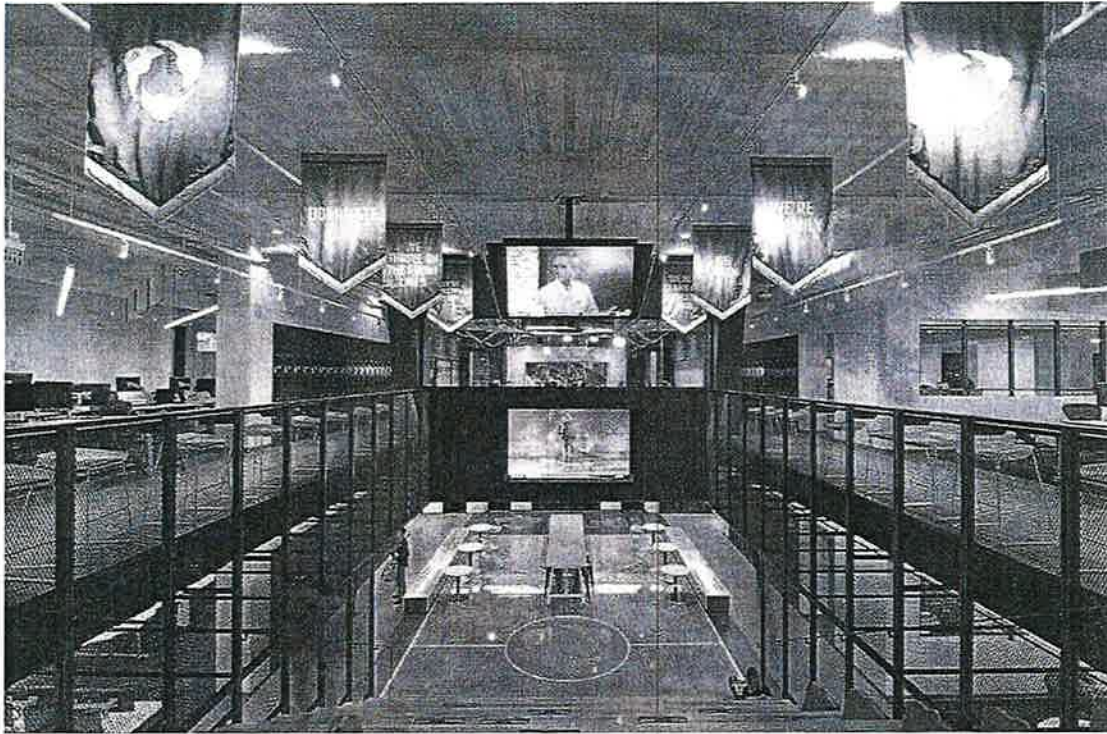
Omaha Nation Career Academy - Macy, NE



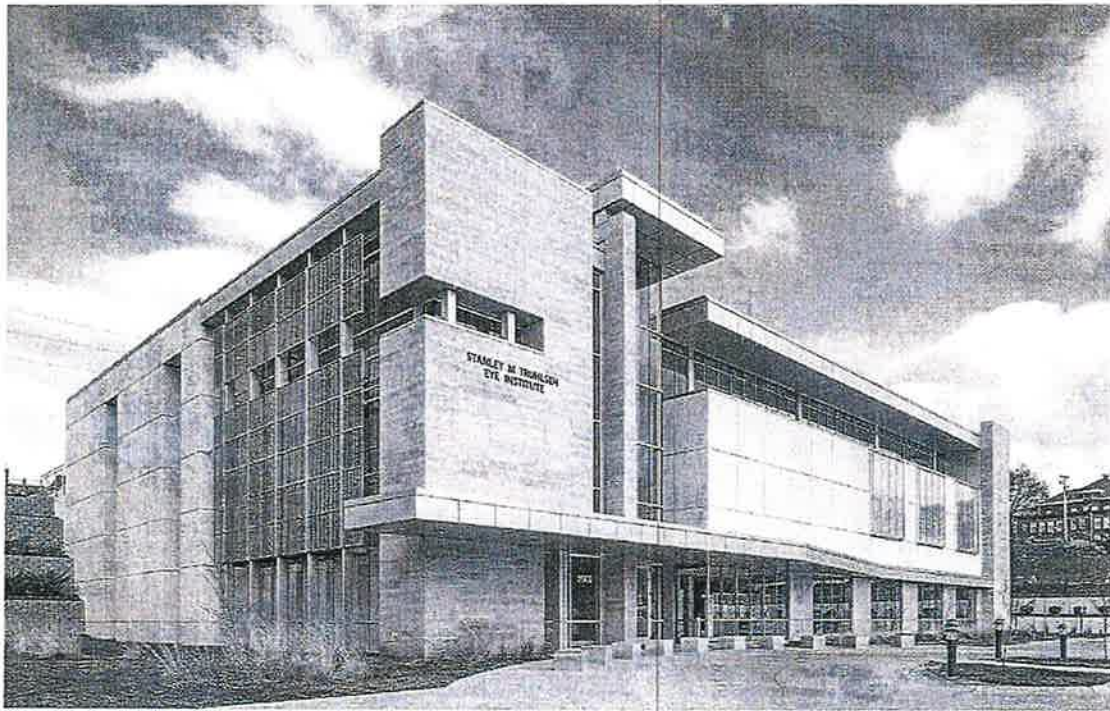
Charles Drew Benson Clinic - Omaha, NE



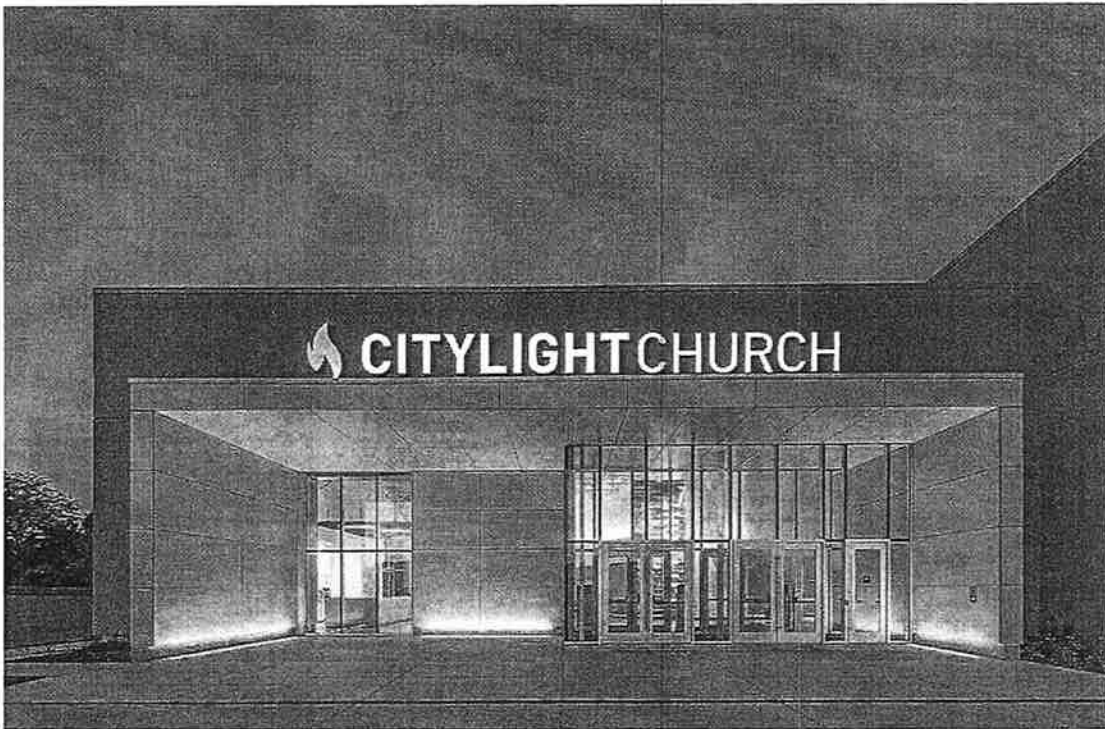
HUDL HQ - Lincoln, NE



UNMC Truhsen Eye Institute - Omaha, NE



Citylight Church - Omaha, NE



South Hill Townhomes - Omaha, NE (Completed 2017)





City of Bellevue
Office of the City Administrator
1500 Wall Street • Bellevue, Nebraska 68005 • (402) 292-3023

TOPIC FOR CONSIDERATION
FOR CITY COUNCIL AGENDA

If you have a specific topic that you would like the City Council to consider at a future meeting, please list your name and contact information and the topic. The matter will be reviewed and forwarded to the city staff for appropriate action or scheduled for a future meeting of the City Council, as may be necessary. You will be notified of any staff recommendation or action take on your request or when the matter will be presented to the City Council for consideration.

Name: Judith Mansisidor

Address: 13804 Tregaron Drive 68123

Telephone Number: (402) 541-8074 Email Address: judyrizzo@yahoo.com

Date Submitted: April 4, 2023 Date of Requested City Council Meeting: May 2, 2023

Description of Requested Topic: Change to May 11th if possible per applicant

see attached letter

For Office Use Only:
Date of City Council Meeting: May 18, 2023 Applicant Contacted: _____

RECEIVED
APR 04 2023
CITY CLERK

April 4, 2023

Mayor Rusty Hike

City Council Members:

Thomas Burns

Rich Casey

Paul Cook

Kathy Welch

Don Preister

Jerry McCaw

Jim Ristow, City Administrator

Aimee Batallion, City Attorney

Susan Kluthe, City Clerk

RE: City Initiative & Referendum Petition

Dear Mayor and Bellevue City Council Members:

The effort to see an ordinance be brought before our Mayor and City Council, through a citizen initiative petition, has fallen short of the required number of signatures.

While we did fall short of the required number of signatures for our petition, one has to ask why our petition fell short. Did our petition fall short because there are not enough people in Bellevue who want to see abortion outlawed, or did our petition fall short because Bellevue residents are afraid of their names, addresses and signatures being on a petition which could be accessed by anyone through an open records request?

When people are threatened with being shot in a neighborhood, a church, and a school, it impacts their political involvement. I was physically threatened on March 10th when a woman drove her car at a high rate of speed at me on the sidewalk with a her vehicle. I hope and pray that the City of Bellevue does not let Jane's Revenge have this victory. I hope that the City of Bellevue will settle this once and for all and put this ordinance forward for a public election - apart from the initiative process.

The citizen initiative petition was not the only option for this ordinance to be considered by this City Council. If this City Council so chooses, it could still decide to place this ordinance for consideration on a future agenda. Or, the City Council could decide to send this ordinance to the voters at a future election - despite the lack of the required number of signatures. If the City

Council decided to send this ordinance to the ballot, on their own, it would not be the first in Nebraska to do so. In August of last year, the Village Board of Paxton, Nebraska voted 4-0 to pass a resolution to send an ordinance outlawing abortion to the November ballot.

According to an article from Live Action News, "The action came after a resident of the village collected over 138 unofficial signatures expressing interest in the community. Instead of requiring the resident to re-collect signatures on an official citizen initiative petition, the Village Board decided to voluntarily place the proposed Paxton Ordinance Outlawing Abortion on the November 8th, 2022 ballot for the voters of Paxton to decide."

City Council of Bellevue, during this citizen initiative we suffered intimidation and death threats, which cost our initiative substantially. There are citizens of this community who are with us on this petition, but they were afraid to sign due to the threats of violence to themselves, their families, their churches, and their schools. I am asking you, Mayor and City Council, will you please place on your agenda the consideration of an action to send an ordinance to a future ballot – so that we can settle once and for all where the City of Bellevue truly stands on abortion in this city.

Mayor and City Council, please don't let terrorist groups like Jane's Revenge win in their attempts to defeat this initiative. Please give this ordinance a chance in order that the people of this city can truly weigh in on this matter in a way which does not put the lives of themselves and their families at risk.

We are not giving up on the children in the womb, this issue of their very lives, and we intend to pursue this matter through our Mayor and City Council until action is taken.

Sincerely,



Judith Mansisidor

RECEIVED

APR 04 2023

CITY CLERK

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 05/16/2023		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 First Watch Restaurants, Inc. dba "First Watch #6005" for a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, at 2015 Pratt Ave, Suite 105, Bellevue, NE 68123 and Julie J. Leonard as Manager.

SYNOPSIS/BACKGROUND:

Application for First Watch Restaurants, Inc. dba "First Watch #6005" for a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, at 2015 Pratt Ave, Suite 105, Bellevue, NE 68123 and Julie J. Leonard as Manager. Applications are turned directly into the NE Liquor Control Commission by the applicant then forwarded on to the City Clerk's Office by the NE Liquor Control Commission. The Clerk publishes a hearing notice and the application is reviewed by the Police, Planning and Clerk and then submitted to the City Council for review and recommendation, and then forwarded to the NE Liquor Control Commission for final approval (if there are no issues).

FISCAL IMPACT: \$765.00/year BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: _____

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

PROJECT NAME: _____

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

CIP PROJECT NAME: _____ CIP PROJECT NUMBER: _____

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

ACCOUNTING DISTRIBUTION CODE: _____ ACCOUNT NUMBER: _____

RECOMMENDATION:

Recommend to the Nebraska Liquor Control Commission (NLCC) the approval of the application for First Watch Restaurants, Inc. dba "First Watch #6005" for a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, at 2015 Pratt Ave, Suite 105, Bellevue, NE 68123 and Julie J. Leonard as Manager.

ATTACHMENTS:

1. Application	2. Police, Planning & Clerk Reports	3. _____
4. _____	5. _____	6. _____

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

Kimberly Bonilla

[Signature]

[Signature]

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

DATE OF CITY COUNCIL PUBLIC HEARING: May 16, 2023

DATE REPORT DUE TO CITY CLERK: May 8, 2023

APPLICANT: First Watch Restaurants, Inc. dba "First Watch #6005"

ADDRESS: 2015 Pratt Ave. Ste. 105, Bellevue, NE 68123

REQUESTED ACTION: Recommend to NLCC to approve application for First Watch Restaurants, Inc. dba "First Watch #6005" for a Class "I" Liquor License to sell beer, wine and distilled spirits, On Sale Only, at 2015 Pratt Ave. Ste. 105, Bellevue, NE 68123 and Julie J. Leonard as Manager

BACKGROUND: Application for Class "I" Liquor License

IS THIS LOCATION WITHIN THE CITY LIMITS OF BELLEVUE? Yes

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

EXISTING ZONING: BG-PCO (General Business-Planned Center Overlay)

WILL ZONING ALLOW A LIQUOR LICENSE? Yes

EXISTING LAND USE: Commercial - Restaurant

IS THE CURRENT USE NON-CONFORMING? No EXPLANATION: n/a

ADJACENT LAND USE AND ZONING:

NORTH: Commercial, BG

SOUTH: Commercial, BG-PCO

EAST: Commercial, BG

WEST: Commercial, BG

DISTANCE FROM SCHOOL (if applicable): n/a

DISTANCE FROM COLLEGE (if applicable): n/a

DISTANCE FROM CHURCH (if applicable): n/a

IMMEDIATE NEIGHBORHOOD/AREA LAND USES: This property is part of a commercial strip mall along Cornhusker Road.

NUMBER OF PARKING SPACES REQUIRED: n/a **PROVIDED:** _____

ANALYSIS OF NEIGHBORHOOD EFFECTS: _____

TRAFFIC: There is no traffic impact expected.

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

PEDESTRIAN: There is no pedestrian impact expected.

NOISE: There is no noise impact expected.

LIGHTING: There is no lighting impact expected.

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

LIQUOR LICENSE APPLICATION REPORT

City Clerk

APPLICANT: First Watch Restaurants, Inc. dba "First Watch #6005"

LOCATION/ADDRESS: 2015 Pratt Ave., Suite 105, Bellevue, NE 68123

REQUESTED ACTION: Recommendation to approve new application for Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, at 2015 Pratt Ave., Suite 105, Bellevue, 68123 AND for Julie J. Leonard as Manager.

DATE APPLICATION RECEIVED: 04/25/2023

FINAL DATE HEARING CAN BE HELD (45 days from receipt): 06/09/2023

DATE ADVERTISED (not less than 7 nor more than 14 days): 05/02/23

CURRENT NUMBER OF LICENSES:

Class A (Beer on sale only): 2

Class B (Beer off sale only): 0

Class C (Alcoholic liquor, on and off sale): 23

Class D (Alcoholic liquor, off sale only): 25

Class I (Alcoholic liquor on sale only): 26

Class K (Catering License with Class B, C or D license): 7

Class X (Wholesale Liquor) 1

TOTAL 84

APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

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

License Class: I

License Number:
125640



Office Use Only
 NEW / REPLACING 122414 TOP Yes / No
 Hot List Yes / No Initial: HY

PLEASE READ CAREFULLY

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

APPLICANT NAME First Watch Restaurants, Inc.

TRADE (DBA) NAME First Watch #6005

PREVIOUS TRADE (DBA) NAME First Watch Bellevue

CONTACT NAME AND PHONE NUMBER Kelly Meadows; (850) 577-6957

CONTACT EMAIL ADDRESS Kelly.Meadows@gray-robinson.com

PAYMENT TYPE <u>OK 549089</u> AMOUNT <u>\$400</u> RCP RECEIVED <u>4.13.23</u> DATE DEPOSITED <u>4.13.23 HY</u>	<p>2300003739</p>
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**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS**

RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)

CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31

ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

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

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

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

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

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

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

Name Kelly Meadows, Licensing Specialist Phone Number (850) 577-6957

Firm Name GrayRobinson, P.A.

Email address Kelly.Meadows@gray-robinson.com

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

PREMISES INFORMATION

Trade Name (doing business as) First Watch #6005

Street Address 2015 Pratt Avenue, Suite 105

City Bellevue County Sarpy - 59 Zip Code 68123 - 6052

Premises Telephone number (402) 991-3448

Business e-mail address sbutler@firstwatch.com

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

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

Check if same as premises

Name First Watch Restaurants; Attn: Shelly Butler

Street Address 8725 Pendery Place, Suite 201

City Bradenton State FL Zip Code 34201-2140

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

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

Building length 70 x width 75 in feet

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

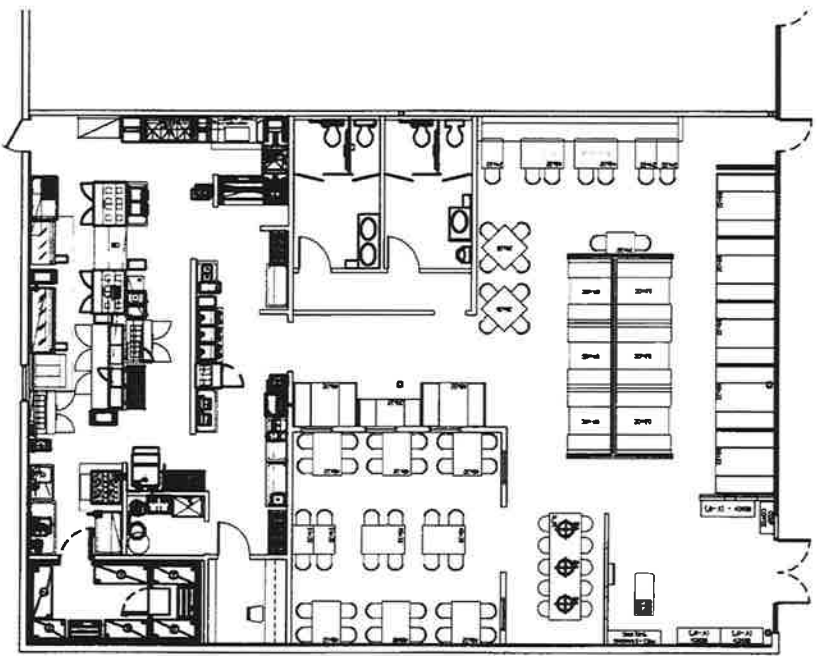
Is there an outdoor area? Yes _____ No X If yes, length _____ x width _____ in feet+

*If including an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing

Number of floors of the building Single Story

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

Please see attached diagram



EXISTING PLAN TABLE TABULATION		
TOTAL:	TABLES	SEATS
32	32	144
# OF STATIONS	32	

PROPOSED PLAN TABLE TABULATION		
TOTAL:	TABLES	SEATS
33	33	140
# OF STATIONS	31	

ALL SQUARE FOOTAGE
PLACEMENTS AND FINISHES
AGREED TO COORDINATE
WITH FIELD VERIFIED DIMENSIONS
FROM TO CONSTRUCTION

ISI
ARCHITECTURAL GROUP INTERNATIONAL
17 New Street Room 204, O'Fallon, IL 60456
Tel: 815 801 2400 Fax: 815 801 5550
www.isi-arch.com
designing solutions world wide

FIRST WATER
FINE DAILY BREAD ONLY

BELLEVIEW RENO

OMAHA, NE

Architect's Project No.	20221
THE PROPOSED FLOOR PLAN SCALE: NTS	Division *
Date: 2007-04-17	SK-3
Drawn By: ALW	
Per: SK-1 2007-03-21	SK-11
SK-2 2007-03-07	SK-12
SK-3 2007-04-17	SK-13
SK-4	SK-14
SK-5	SK-15
SK-6	SK-16
SK-7	SK-17
SK-8	SK-18
SK-9	SK-19
SK-10	SK-20

APPLICANT INFORMATION

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

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. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

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

 YES X 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
N/A				

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

 X YES NO

If yes, provide business name and license number First Watch Bellevue; License Number 122414

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

 X YES NO

If yes, give name of business and liquor license number First Watch Bellevue; License Number 122414

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

 X YES NO

If yes

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

a) Submit a copy of the business purchase agreement X

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

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

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

YES NO

If yes, list the lender(s) N/A

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

YES NO

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

Please see the attached ownership structure for all entities

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

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

YES NO

If yes, list such item(s) and the owner. N/A

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

YES NO

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

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

YES NO

N/A

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

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

PNC Bank Henry M Hope III, CFO

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

Please see the attached list of current alcohol licenses held by First Watch Restaurants, Inc. in various states.

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

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

NLCC certified training program completed

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
N/A; Christopher Tomasso is the President/CEO of applicant entity and resides in Florida.		

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
Christopher Tomasso, President/CEO	08/2006 - present	First Watch Restaurants, Inc. Corporate Office (Bradenton, FL)

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

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

pending Lease expiration date _____
 N/A Deed
 Purchase Agreement

14. When do you intend to open for business? 5/1/2023

15. What will be the main nature of business? Restaurant serving breakfast, brunch, and lunch (alcohol and non-alcohol beverages)

16. What are the anticipated hours of operation? Sunday - Monday 7:00am - 2:30pm

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

RESIDENCES FOR THE PAST 10 YEARS					
APPLICANT CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Christopher Anthony Tomasso	2011	present	Melissa Cathleen Tomasso, Spouse	2011	present
7467 Cabbage Palm Ct, Sarasota, FL 34241			7467 Cabbage Palm Ct, Sarasota, FL 34241		

If necessary, attach a separate sheet

**PERSONAL OATH AND CONSENT OF INVESTIGATION
SIGNATURE PAGE – PLEASE READ CAREFULLY**

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

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

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

**Must be signed by all applicant(s) and spouse(s) owning more than 25%
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**



Signature of **APPLICANT**

Christopher Tomasso, President/CEO

Printed Name of **APPLICANT**

Signature of **SPOUSE**

Printed Name of **SPOUSE**

Signature of **APPLICANT**

Signature of **SPOUSE**

Printed Name of **APPLICANT**

Printed Name of **SPOUSE**

**CORPORATION
FORM 101**

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

License
Class: _____

License Number: _____



INSTRUCTIONS

- 1. All officers, directors and stockholders and their spouses must be listed
- 2. President/CEO and all members holding over 25 % shares of stock and their spouse must sign the signature page of the application
- 3. Form 147 is required for President/CEO and all members holding over 25% shares of stock and their spouses must submit fingerprints.
- 4. Attach copy of Articles of Organization

Name of Corporation that will hold license as listed on the Articles of Incorporation

First Watch Restaurants, Inc. _____

Name of Registered Agent: CT Corporation System; 1200 South Pine Island Road, Plantation, FL 33324 _____

Corporation Address: 8725 Penderly Place, Suite 201 _____

City: Bradenton _____ State: FL _____ Zip Code: 34201-2140 _____

Corporation Phone Number: (941) 500-1987 _____ Fax Number (941) 907-8933 _____

Total Number of Corporation Shares Issued: 100 share issued to FWR Holding Corporation _____

Name of President/CEO

Name and information must be listed on following page

Last Name: Tomasso _____ First Name: Christopher _____ MI: A _____

Home Address: 7467 Cabbage Palm Court _____ City: Sarasota _____

State: FL _____ Zip Code: 34241 _____ Phone Number: 941-907-9800 _____

A handwritten signature in black ink, appearing to be "Christopher Tomasso".

Signature of Present/CEO

List names of all officers, directors and stockholders including spouses (even if a spousal affidavit has been submitted)

Last Name: Tomasso First Name: Christopher MI: A

[Redacted]

Title: President & CEO Number of Shares 0

Spouse Full Name (indicate N/A if single): Melissa Cathleen Tomasso

[Redacted]

Last Name: Hope, III First Name: Henry MI: M

[Redacted]

Title: Chief Financial Officer Number of Shares 0

Spouse Full Name (indicate N/A if single): Patricia Dohner Hope

[Redacted]

Last Name: Wolszczak First Name: Jay MI: A

[Redacted]

Title: Chief Legal Officer & Secretary Number of Shares 0

Spouse Full Name (indicate N/A if single): Martha Lousie Wolszczak

[Redacted]

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

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

Spouse Social Security Number: _____ Date of Birth: _____

List names of all officers, directors and stockholders including spouses (Even if a spousal affidavit has been submitted)

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

**MANAGER APPLICATION
FORM 103**

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

License
Class: _____

License Number: _____



MANAGER MUST:

- Be at least 21-years of age
- Complete all sections of the application.
- Form must be signed by a **member or corporate officer**
- Include Form 147 –Fingerprints are required
- Provide a copy of one of the following: US birth certificate, US Passport or naturalization papers
- Be a resident of the state of Nebraska and be a registered voter in the State of Nebraska,
- Spouse who **will** participate in the business, the **spouse must meet the same requirements as the manager applicant:**

Spouse who **will not** participate in the business

- Complete the Spousal Affidavit of Non Participation (Form 116). **Be sure to complete both halves of this form.**

CORPORATION/LLC INFORMATION

Name of Corporation/LLC: First Watch Restaurants, Inc.

PREMISES INFORMATION

Premises Trade Name/DBA: First Watch #6005

Premises Street Address: 2015 Pratt Ave, Suite 105

City: Bellevue County: Sarpy Zip Code: 68123-6052

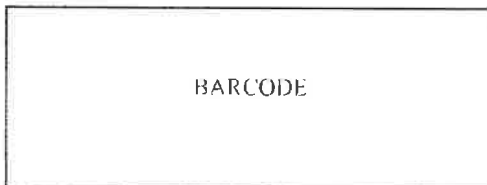
Premises Phone Number: 402-991-3448

Premises Email address: bellevue@firstwatch.com



SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

The individual whose name is listed as a corporate officer or managing member as reported or listed with the Commission.



MANAGER INFORMATION

Last Name: Leonard First Name: Julie MI: J

Home Address: 7518 Blondo St

City: Omaha County: Douglas Zip Code: 68134 - 68104

Home Phone Number: 402-707-7208



Email address: jjulie69jl@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: _____ First Name: _____ MI: _____

Social Security Number: _____

Driver's License Number: _____

Date of Birth: _____ Place of Birth: _____

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
Omaha, NE	2002	Present			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2023	Present	First Watch Restaurants Inc	Christine Millsap	402-779-5418
2018	2023	Cutchall Management	Christine Millsap	402-779-5418

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
Julie Leonard	?	Omaha, NE	Speeding	
Julie Leonard	?	Omaha, NE	Expired Ins. Card	

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.

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Julie Leonard	03/11/2023	Serv-Safe Alcohol Cert

*For list of NLCC Certified Training Programs see [training](#)

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Cutch Mgt., General Manager	2018-2023	2015 Pratt Avenue, Suite 105 Bellevue, NE 68123

5. Have you enclosed Form 147 regarding fingerprints?

YES NO

**PERSONAL OATH AND CONSENT OF INVESTIGATION
SIGNATURE PAGE – PLEASE READ CAREFULLY**

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

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

Must be signed by applicant and spouse.



Signature of **APPLICANT**
Julie Leonard

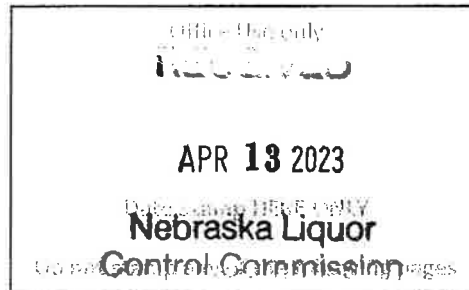
Printed Name of **APPLICANT**

Signature of **SPOUSE**

Printed Name of **SPOUSE**

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

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



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

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

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

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

Trade Name First Watch #6005

Name of Person Being Fingerprinted: Julie ~~Leonard~~ Leonard

Date fingerprints were taken: 03/10/2023

Location where fingerprints were taken: NSP 108th

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

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: May 16, 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 the South 35' of Lots 3, 4, 5, & 6, Hopkin's Subdivision and Part of Lots 10 & 11 Albright's Choice Subdivision, from ML to BGH for the purpose of a restaurant. Applicant: RGH Design. General location: 7110 Railroad Avenue.

SYNOPSIS/BACKGROUND:

RGH Design, on behalf of the owner, is requesting a change of zone for the land located at 7110 Railroad Avenue, which is the site of the former Nettie's Restaurant. The property is currently zoned ML (Light Manufacturing), which does not allow a restaurant. The previous use was considered legal non conforming. This requested change of zone to BGH (Heavy General Business) will allow for the restaurant to be rebuilt as a permitted use in the zoning district.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and Planning Commission are recommending approval.

ATTACHMENTS:

1. <input type="text" value="PC Recommendation"/>	2. <input type="text" value="Staff Report"/>	3. <input type="text" value="Ord. No. 4123"/>
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 Proffitt
[Signature]
[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: RGH Design

CASE #: Z-2303-07

CITY COUNCIL HEARING DATE: June 6, 2023

REQUEST: to rezone the South 35' of Lots 3, 4, 5, & 6, Hopkin's Subdivision, and Part of Lots 10 & 11 Albright's Choice Subdivision, from ML to BGH for the purpose of a restaurant.

On April 27, 2023, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

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

VOTE:

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

Planning Commission Hearing (s) was held on: April 27, 2023

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT #2

CASE NUMBER: Z-2303-07

FOR HEARING OF:

REPORT #1: April 27, 2023

REPORT #2: June 6, 2023

I. GENERAL INFORMATION

A. APPLICANT:

RGH Design
Attn: Ron Hackett
3515 Oakridge Road
Omaha, NE 68112

B. PROPERTY OWNER:

Escamilla, Vela & Boyles, Inc.
4611 Windcrest Drive
Papillion, NE 68133

C. LOCATION:

7110 Railroad Avenue

D. LEGAL DESCRIPTION:

South 35' of Lots 3, 4, 5, and 6, Hopkin's Subdivision, and Part of Lots 10 & 11, Albrights Choice, all located in the Northeast ¼ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTION:

Rezone the South 35' of Lots 3, 4, 5, and 6, Hopkin's Subdivision, and Part of Lots 10 & 11, Albrights Choice, from ML to BGH

F. EXISTING ZONING AND LAND USE:

ML, Vacant (former Nettie's Restaurant site)

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval for a change of zone to allow for the rebuilding of Nettie’s Restaurant.

H. SIZE OF SITE:

The site is approximately 1.2 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently vacant. It was most recently used as Nettie’s Restaurant, which burned down last year.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. North:** Single Family Residential, ML
- 2. East:** Single Family Residential, BGH (across Railroad Avenue)
- 3. South:** Commercial, ML
- 4. West:** Vacant, MH (across Union Pacific Railroad tracks)

C. REVELANT CASE HISTORY:

On April 27, 2023, the Planning Commission recommended approval of a request to rezone the South 35’ of Lots 3, 4, 5, and 6, Hopkin’s Subdivision, and Part of Lots 10 & 11, Albrights Choice, from ML to BGH for the purpose of rebuilding a restaurant.

D. APPLICABLE REGULATIONS:

- 1. Section 5.24, Zoning Ordinance, regarding BGH uses and requirements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

The 2020 MAPA Traffic Flow Chart estimates approximately 3,084 vehicles per day along Railroad Avenue.

D. UTILITIES:

All utilities are available to this location.

E. ANALYSIS:

1. Ron Hackett, on behalf of RGH Design, has submitted a request to rezone the South 35' of Lots 3, 4, 5, and 6, Hopkin's Subdivision, and Part of Lots 10 & 11, Albrights Choice, from ML to BGH.

Mr. Hackett indicates the reason for this rezoning is to rebuild Nettie's Restaurant; recently destroyed by fire on December 23, 2023; any portion of the building that remained has since been demolished. The use of a restaurant in an industrial zone was considered a legal nonconforming use. In his letter, the applicant explains a change of zone to BGH is needed to rebuild and bring the property into compliance with the current zoning regulations.

2. The intent of the BGH district is to provide for the widest range of retail and service establishments short of actual industrial operations.

3. Some examples of permitted uses in the BGH district include restaurants (drive-in or fast food, entertainment, general, limited), animal hospital, bakeries, candy/ice cream stores, dental/medical clinics, and manufacturing and repair (extremely light, professional type, i.e., custom jewelry, eyeglasses, etc.).

4. The existing neighborhood is a mix of uses and zonings. There are residential, commercial, and industrial uses with existing zoning of RG-50, BG, BGH, and ML.

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 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.

No comments were received on this case.

6. The Future Land Use Map designates this area as light industrial based on its existing zoning. BGH zoning is consistent with the previous use and in staff's opinion is compatible with the adjacent uses and zoning.

If heavy commercial zoning is approved, this Future Land Use Map can be amended with the 2023 Comprehensive Plan update.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with the zoning ordinance as well as lack of perceived negative impact to the surrounding area.

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon conformance with the zoning ordinance as well as lack of perceived negative impact to the surrounding area.

VI. ATTACHMENTS TO REPORT

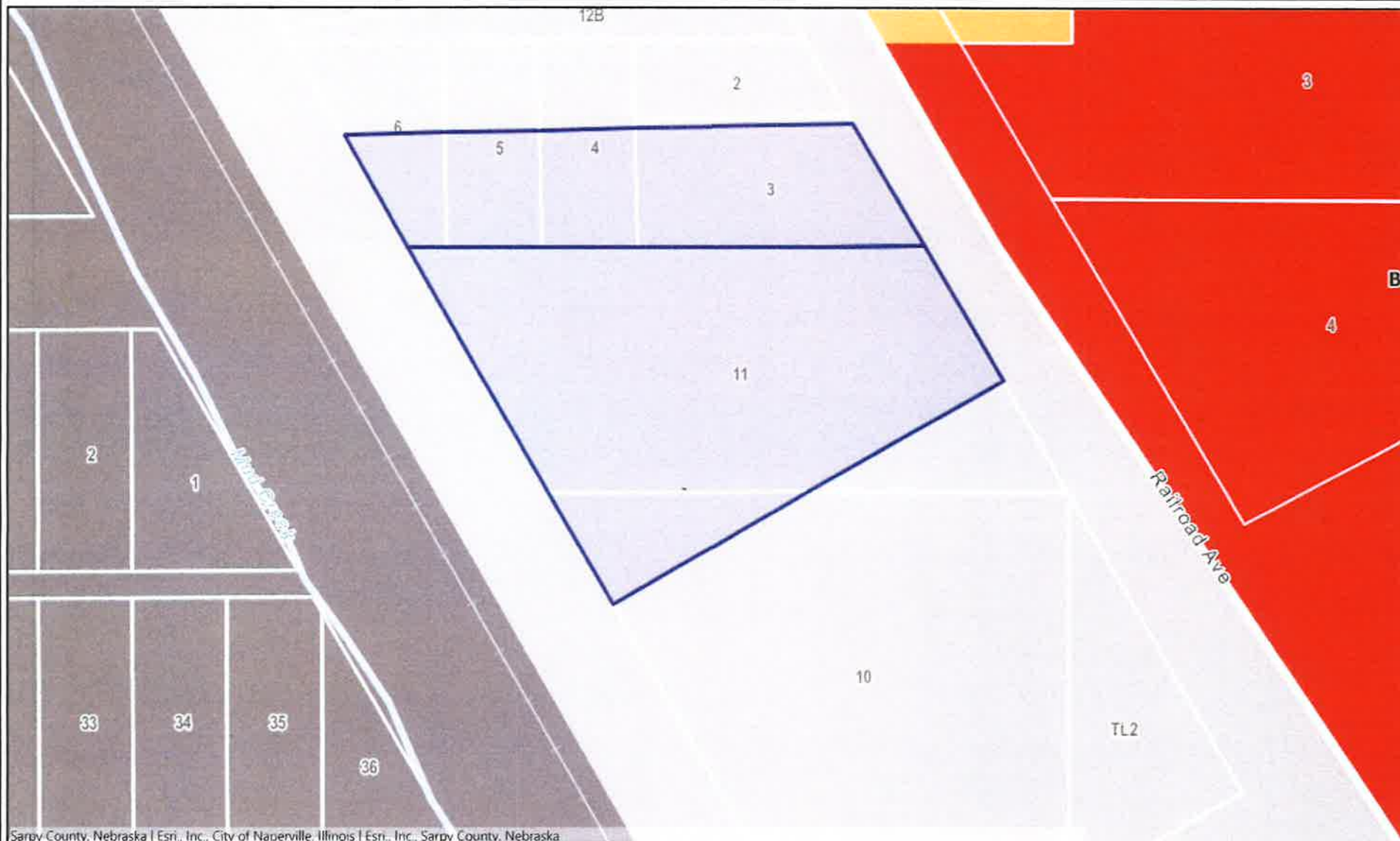
1. Vicinity Map/Zoning Map
2. 2022 GIS aerial photo of the property
3. Letter from the applicant received March 15, 2023

VII. COPIES OF REPORT TO:

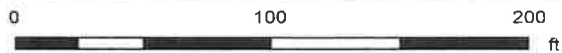
1. RGH Design (Attn: Ron Hackett)
2. Thompson, Dreessen & Dorner, Inc. (Attn: Chris Dorner)
3. Vela Escamilla & Boyles, Inc. (Attn: Mike Boyles)
3. Public Upon Request


Prepared by:


Planning Manager Date of Report 05/08/23

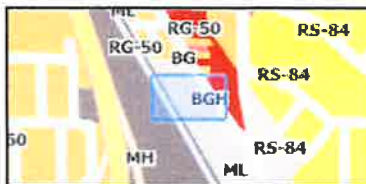


Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska



Map Scale 1: 1128

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

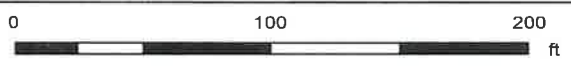


Notes





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



Map Scale 1: 1128

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Notes



3/15/2023

**City of Bellevue
Planning Department
1510 Wall Street
Bellevue, NE 68005**

**Subject- Nettie's Restaurant
7110 Railroad Ave
Bellevue NE 68147**

Tammi Palm:

This is a letter of justification for the rezoning of the above-mentioned property. Nettie's Restaurant was recently destroyed by a fire and has since been demolished. A zoning change is needed to rebuild and bring the restaurant into compliance. We are requesting a zoning change from LM (Light Manufacturing) to BGH (Heavy General Business).

We look forward to rebuilding in the same location and having many more years of service to the community! Thank you for all your help and please let me know if you need any additional information.

Ron Hackett

Ron Hackett AIA

RECEIVED

MAR 15 2023

PLANNING DEPT.

ORDINANCE NO. 4123

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 7110 RAILROAD AVENUE, 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:

South 35' of Lots 3, 4, 5, & 6, Hopkin's Subdivision and Part of Lots 10 & 11 Albright's Choice Subdivision, all located in the Northeast ¼ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From ML (Light Manufacturing District) to BGH (Heavy General Business District).

(RGH Design)

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: 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:

1611 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 May of 2022 180 days has passed and only the roof has been replaced. There is great deal of work to be completed on the exterior to bring the exterior back into code compliance and the interior has never been completed in order to receive a certificate of occupancy.

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 DISTRUBUTION 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:

1. Photo	2. Photo	3. Photo
4. Photo	5. Photo	6. initial notification letter

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Ann Mathe
[Signature]
[Signature]

MINUTE RECORD

Bellevue City Council Meeting, February 7, 2023, Page 3

Councilman Burns questioned Mr. Christensen in his professional opinion what a reasonable time frame in months would be. Mr. Christensen replied 180 days is more than sufficient.

Councilman Burns questioned if the city has approached the Hurlbutts in the past regarding the structure at 1611. Mr. Christensen explained this was new construction and in 2004 the structure was in good shape. There was a different Chief Building Official at the time and different inspectors. Due to the deterioration over the last 18 years, it was established a certificate of occupancy was never received.

Councilman Casey commented he has received complaints on the property. His fear is the deterioration is more extensive than what Mr. Hurlbutt thinks it is. He questioned Mr. Hurlbutt if he is committed to making both properties habitable within 108 days. Mr. Hurlbutt mentioned the interior of 1607 is habitable and will come off the radar when the red tags come off the doors. Regarding 1611, he can make it happen to have the structure ready for an occupancy inspection in the 180 days. Discussion followed.

Councilwoman Welch suggested the item be continued for a month. She suggested Mr. Christensen is given the opportunity to review the property and provide the City Council with updates.

Ms. Annie Mathews, Interim City Attorney, advised that would need to be made into a motion.

Councilman Preister requested clarification on the procedure if the item were to be continued. Mr. Christensen explained the permits are on file, the 180 days given are per ordinance. The amount of time could be extended an additional 180 days or less by the Council. He advised there are two properties at 1611 and 1607 Franklin. He explained 1611 will require more extensive work than 1607. Conversation ensued.

Councilman Casey questioned Mr. Christensen if he is comfortable doing periodic checks along the way or just go with the 180 days. Mr. Christensen explained in the circumstance if the property isn't done in 180 days, but is 80% complete, would the city want to tear the structure down at that point. Whereas the decision to tear the building down in 30 or 60 days, would be an easier decision, if progress is not being made like it should.

Councilman Cook clarified the permits issued in May could be extended. Mr. Christensen replied yes.

Councilman Cook requested the family make sure the taxes are paid on the properties.

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. 2023-02: Condemning the structure(s) at 1611 Franklin Street, Bellevue, NE 68005. (Chief Building Inspector)

Motion was made by Preister, seconded by Buns, to extend the permit for 90 days, with a report back to the Council in 30 days, and in 60 days, to assess progress.

Ms. Mathews advised Councilman Preister he would need to make a motion to continue the resolution to the hearing date he would want the item to be heard. She clarified with Mr. Christensen the permitting extension would be handled with him, in the Permits Department. Mr. Christensen replied correct.

Councilman Preister added that would make the continuation to the May 2nd meeting.

Councilwoman Welch clarified there would be an update at 30 days, 60 days, and 90-day update. She requested the addition if the taxes are behind, they are brought up to date. Councilman Preister commented that cannot be made part of the motion, however the council can certainly encourage they are paid.

Ms. Mathews clarified for the record the question of condemnation is based on what the property owner was notified as defects of the property. Taxes shouldn't be considered when approving the resolution.

Mayor Hike stated the motion by Preister, seconded by Burns, to continue Resolution No. 2023-02 to May 2nd, with a review by Mr. Christensen at 30 days and 60 days for updates on the condition.

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.

Show Cause Hearing on the proposed condemnation of the structure(s) at 1607 Franklin Street, Bellevue, NE 68005. (Chief Building Official)

Mayor Hike opened the meeting to a public hearing to give opportunity for individuals to speak in favor of or in opposition to the proposed condemnation and Resolution 2020-04, which would declare the structures condemned.

Mr. Christensen provided a video of the property at 1607 Franklin Street. He advised the stairs were recently replaced but have not gone through inspection. He noted the issues on the exterior of 1607 which need to be addressed. He explained the foundation is failing on the garage, pointing out the garage is leaning.



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 **1611 Franklin Street**, Bellevue, Nebraska
LEGAL: Lot 2, 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 1611 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,


Susan Kluthe, CMC/AAE
Bellevue City Clerk

CC: Mike Christensen

NOTICE OF HEARING

Rita F. Hurlbutt

OWNER OF: Lot 2 Hurlbutt's Second Addition

LOCATED AT 1611 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 12, 2023

From: Mike Christensen, ^{MC} Chief Building Official
Permits and Inspections
City of Bellevue, Nebraska

To: Susan Kluthe

Subject: 1611 Franklin St. Bellevue, NE 68005. LEGAL: LOT 2 HURLBUTT'S
SECOND ADDITION

011136960

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 1611 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. A building permit for new construction of this building was issued back in 2001, in early 2004 all construction stopped, and the permits then expired. With the deterioration of the exterior since then and no certificate of occupancy ever obtained the building was placarded as unfit for human occupancy 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 notice was sent certified on February 4, 2022 and 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 May 5, 2022 the required permits to bring the building back into code compliance were issued. Since that time only a new roof has been completed. 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.

#6
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: 1611 Franklin St. Bellevue, NE 68005. LEGAL: LOT 2 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) Building permits were issued back in 2000 and the construction of the three plex was never completed, therefore a certificate of occupancy has never been issued allowing the building to be used or occupied as required by the **Uniform Administrative Code**. At this time all of the permits are expired with the project sitting idle for seven years, and the structure has been placarded as unfit for human occupancy. **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 porch and stairs have never been completed and 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 open electrical outlets on the exterior of the structure that have been exposed to the outside elements for years. This is a violation of the National Electrical Code, **Sec. 334.12 Uses Not Permitted. (B) #4** In wet damp locations.
- (5) There is a non-dwelling/garage structure located in the rear of this property that is propped up at the base with a few cement blocks. The exterior of this structure is also in poor condition and is 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 contact 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 contact me at (402) 293-3015

Sincerely,

Mike Christensen (CBO)

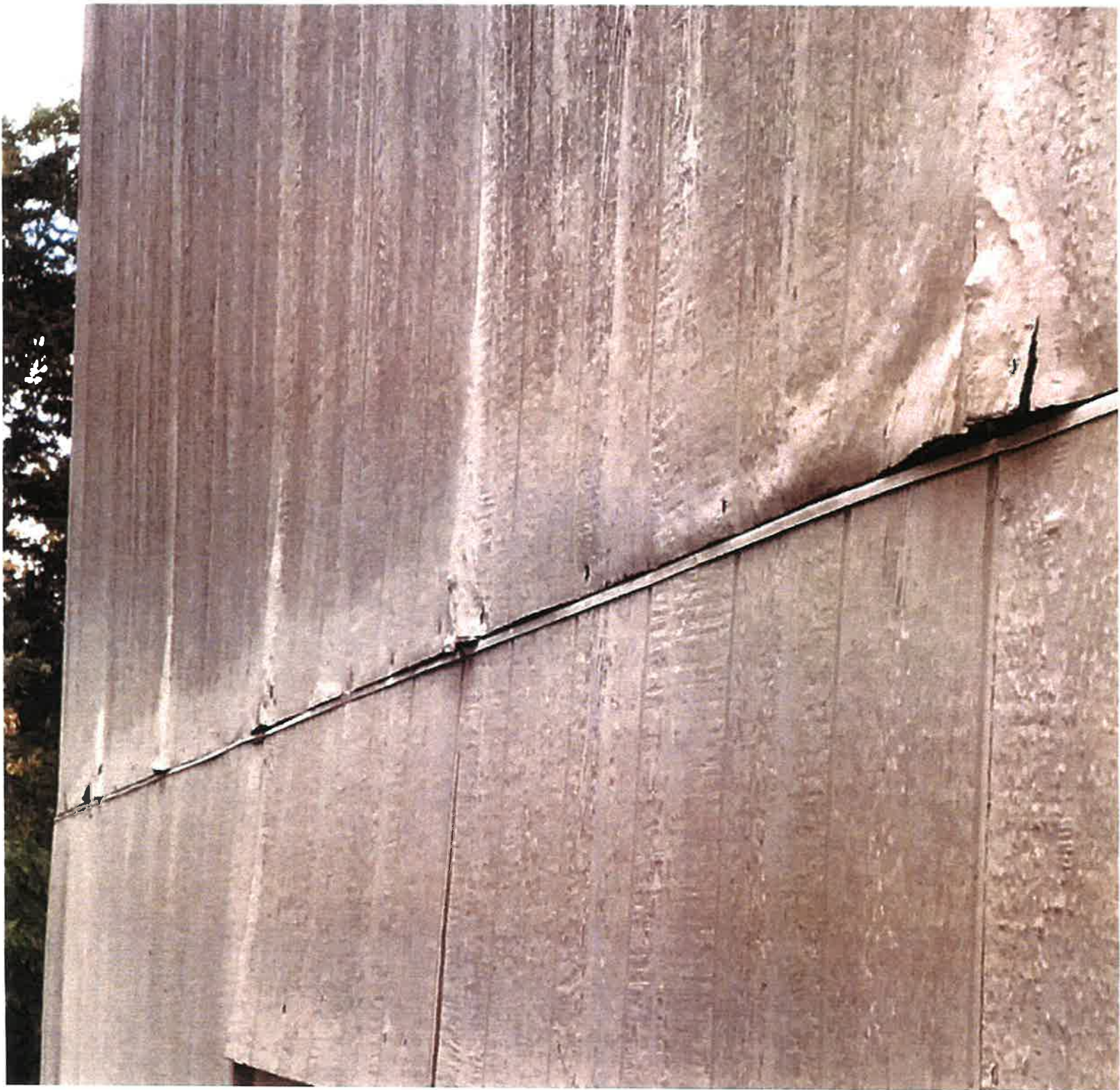
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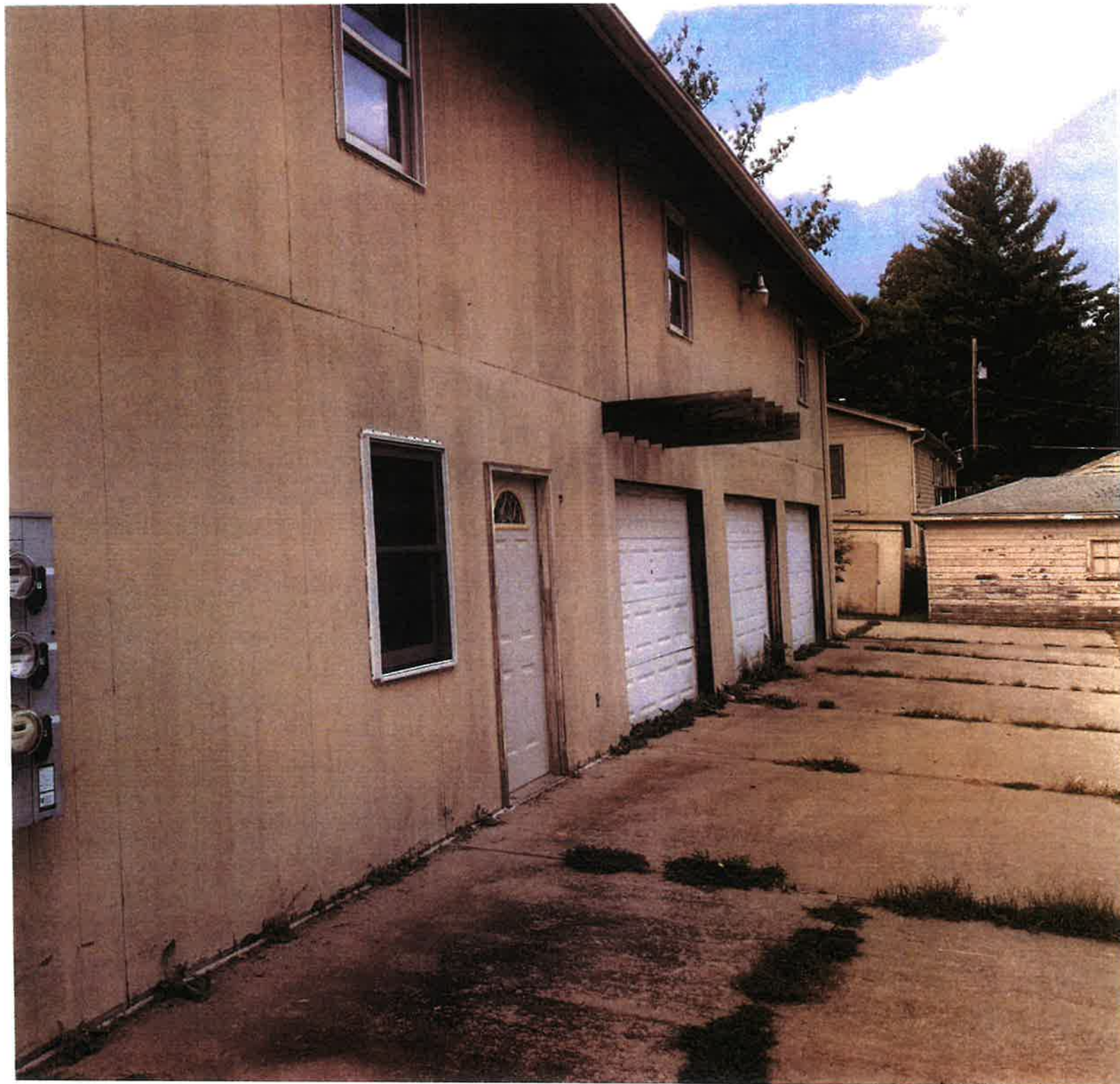
#2



#3



#4



#5



Eric Ritz
1402 Hancock St.
Bellevue, NE 68005
314.799.9339

RECEIVED
MAY 01 2023
CITY CLERK

RE: Item 14.a and 14.a.1 (Condemnation of 1611 Franklin St.)

Mayor Hike and City Council Members,

My Name is Eric Ritz and I provide this letter in regards to items 14.a and 14.a.1 on the May 2nd, 2023 Agenda (Condemnation of 1611 Franklin St.). On April 25th, 2023 the owner of 1611 (Rita Hurlbutt) and myself with 2 partners, executed a purchase agreement on this property. The closing date of said agreement is May 24th, 2023.

Some background on myself. I have been the General Manager of a smaller General Contractor located in North Omaha since 2013. We focus on Government projects and have worked on multiple projects in Bellevue (1500 Wall St. Phase 1, St. Mary's School Bathroom Renovation, Bellaire Elementary Life Safety, Window and HVAC Upgrade and multiple Offutt AFB projects). I have a BSBA in Accounting and an MBA from Creighton University. My house is 2 blocks from 1611 Franklin St. This information is to help you to know that we have the technical capabilities to finish this property in an efficient and timely manor.

The original reason this item was on the agenda was to address a property that did not meet current City of Bellevue Codes and Standards. I purchased this property with the intent to complete the construction bringing it to current City of Bellevue Codes and Standards, and to then to rent it out. To that end, I respectfully request rejection of the action to condemn and demolish the structure. Continuation of the resolution would not be an option as after closing of the sale on May 24th, the resolution would be null as the owner had changed and need to be restarted. We currently estimate 6 months of construction work prior to listing the properties for rent (est. Jan. 1st, 2024). While it is always hopeful that this will end up being shorter, the current construction environment and supply chain economy has definitely slowed down the speed of construction.

As an additional item, it should be noted our plan to complete the unit to bring it into rental condition not only removes the need to take down a property with so much potential but it is perfectly in alignment with current City of Bellevue Planning to increase the supply of median rental units. These are 2 bedroom, 1 bath units that are ideally sized for young families, Offutt AFB Enlisted Units or Bellevue University Students.

I intend to be present to at the May 2nd, 2023 City Council meeting if you have any questions or you are free to reach out to me prior.

Sincerely,



May 1, 2023

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.

Mayor

ATTEST:

City Clerk

APPROVED as to Form:

City Attorney

Eric Ritz
1402 Hancock St.
Bellevue, NE 68005
314.799.9339

RECEIVED
MAY 01 2023
CITY CLERK

RE: Item 14.a and 14.a.1 (Condemnation of 1611 Franklin St.)

Mayor Hike and City Council Members,

My Name is Eric Ritz and I provide this letter in regards to items 14.a and 14.a.1 on the May 2nd, 2023 Agenda (Condemnation of 1611 Franklin St.). On April 25th, 2023 the owner of 1611 (Rita Hurlbutt) and myself with 2 partners, executed a purchase agreement on this property. The closing date of said agreement is May 24th, 2023.

Some background on myself. I have been the General Manager of a smaller General Contractor located in North Omaha since 2013. We focus on Government projects and have worked on multiple projects in Bellevue (1500 Wall St. Phase 1, St. Mary's School Bathroom Renovation, Bellaire Elementary Life Safety, Window and HVAC Upgrade and multiple Offutt AFB projects). I have a BSBA in Accounting and an MBA from Creighton University. My house is 2 blocks from 1611 Franklin St. This information is to help you to know that we have the technical capabilities to finish this property in an efficient and timely manor.

The original reason this item was on the agenda was to address a property that did not meet current City of Bellevue Codes and Standards. I purchased this property with the intent to complete the construction bringing it to current City of Bellevue Codes and Standards, and to then to rent it out. To that end, I respectfully request rejection of the action to condemn and demolish the structure. Continuation of the resolution would not be an option as after closing of the sale on May 24th, the resolution would be null as the owner had changed and need to be restarted. We currently estimate 6 months of construction work prior to listing the properties for rent (est. Jan. 1st, 2024). While it is always hopeful that this will end up being shorter, the current construction environment and supply chain economy has definitely slowed down the speed of construction.

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I intend to be present to at the May 2nd, 2023 City Council meeting if you have any questions or you are free to reach out to me prior.

Sincerely,



May 1, 2023

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 05/16/2023		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Public Hearing on the request of a Privately-Operated Farmers Market at Washington Park

SYNOPSIS/BACKGROUND:

Event Application for an Event License shall have a public hearing before the City Council. In accordance to the ordinance, Matthew & Sarah Milligan have submitted an application for a privately-operated farmers market at Washington Park to be held on Saturday mornings, 6/03/2023 to 9/16/2023 (with the exception of the weekend of Arrows to Aerospace 2023, if held) from 6:00 AM to 1:00 PM.

FISCAL IMPACT: N/A BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: n/a CIP PROJECT NAME: n/a

STREET DISTRICT NAME (S): n/a STREET DISTRICT NUMBER (S): n/a

ACCOUNTING DISTRIBUTION CODE: n/a ACCOUNT NUMBER: n/a

RECOMMENDATION:

Approve request of application for a privately-operated farmers market at Washington Park to be held on Saturday mornings, 6/03/2023 to 9/16/2023 (with the exception of the weekend of Arrows to Aerospace 2023, if held) from 6:00 AM to 1:00 PM and to waive the fees.

ATTACHMENTS:

1. App. for Privately-Owned Farmers Market 2. Comments from Police, Parks, & Streets 3.

4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Shirley Taylor
[Signature]
[Signature]



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

APPLICATION FOR A PRIVATELY-OPERATED FARMERS MARKET ON CITY-OWNED PROPERTY

The undersigned hereby makes application to privately conduct or operate a Farmers Market on City-owned property, and hereby submits the following facts in support thereof:

Date of Application: 26 Apr 23
Applicant Name: Matthew Miltgen Phone: 707-365-3784 Email: Dip Cravens @ Yahoo.com
Address: 1212 S 36th ST City: Bellevue State: Ne Zip: 68123
Dates of Proposed Activity: @ June 3rd + Sept 10th
Location of Proposed Activity: Washington Park Hours of Operation: 9am - 1300

What provisions, if applicable, have been made for the following:

- Sanitary Facilities: Restrooms in Park for residents & vendors per State Health Dept
 - Running Water: Use of Water Pump in Park
 - Power: Use of Electrical outlets in gazebo & Park
 - Parking: Around Park & residential street area
- Any other request per applicant: Waive Fees

Police Department Recommendations:

Parks Department Recommendations:

I guarantee to the City of Bellevue that the premises will be cleaned and inspected following the above listed event on the day(s) indicated and, after inspection by the City, we will meet any additional responsible requests of the City of Bellevue as to the cleaning of the premises. For equal opportunity enjoyment for all individuals, I guarantee that all events will meet the legal requirements outlined in the American with Disabilities Act (ADA) and its amendments to prevent discrimination and enable individuals with disabilities to participate fully in all aspects of the event.

Signature of Applicant: [Signature] Date: 26 Apr 23

FOR CITY OFFICE USE ONLY:

City Council Meeting on: 5-18-23



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

- Police Department
 - Sgt. Larry Lampman
 - Capt. Kurt Strocher

- Parks Department
 - Jim Shada
 - Mark Blackburn

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Doug Clark

FROM: Susan Kluthe

DATE: April 27, 2023

SUBJECT: Approve request of application for Matt & Sarah Milligan (Farmers Market) at Washington Park from June 3, 2023 to September 16, 2023 from 6:00AM to 1:00PM. Please review and provide comment.

Please make comments on the above request and return to Susan Kluthe, by, **Tuesday, May 8, 2023**. I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

No comments or concerns from Police.

Cpt. K. Strocher #171
Signature or Fill in Your Name

4-27-23
Date



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

- Police Department
 - Sgt. Larry Lampman
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FROM: Susan Kluthe

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Comments

No Comments

Karen Chandler
Signature or Fill in Your Name

4/27/2023
Date

Notice of Public Hearing
Privately-Operated Farmers Market

Pursuant to Bellevue City Code, on Tuesday, May 16, 2023, at 6:00 p.m., the Bellevue City Council will hold a public hearing on the request of application for a privately-operated farmers market at Washington Park to be held on Saturday mornings, 6/03/2023 to 9/16/2023, except for the weekend of Arrows to Aerospace 2023, if held, from 6:00 AM to 1:00 PM.

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

Susan Kluthe
City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 05/16/2023		SUBMITTED BY: Administration	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Resolution No. 2023-12: Commemorative Street Naming for Officer James Muhlbauer and Champ

SYNOPSIS/BACKGROUND:

James Muhlbauer was one of Bellevue's sons who tragically lost his life in the line of duty on February 15, 2023 while serving as a police officer in the Kansas City Police Department K-9 unit. By Officer Muhlbauer's side was his K-9, Champ, who also died. Russ Zeeb has petitioned the City to dedicate commemorative street signs in the names of Officer Muhlbauer and Champ to be placed on Lilian Street on 48th and 49th Streets, where Officer Muhlbauer spent his childhood and where his parents reside. The City Administrator and the Public Works Director have approved the request. The street signs will read as follows:

Officer James Muhlbauer and Champ (K9)
End of Watch 02/15/2023

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"/>
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 Resolution No. 2023-12 authorizing the commemorative street naming in honor of Officer James Muhlbauer and Champ

ATTACHMENTS:

1. <input type="text" value="Resolution No. 2023-12"/>	2. <input type="text" value="Zeeb Petition & Neighbors' Signatures"/>	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:

Shirley Parfilla

[Signature]

[Signature]

RESOLUTION NO. 2023-12

WHEREAS, the City of Bellevue has a long and notable history of shaping the lives of individuals who have made significant accomplishments and contributions in other communities;

WHEREAS, the City has found it appropriate to honor those individuals who have achieved a public status worth of long-term recognition by dedicating a street in their name;

WHEREAS, commemorative street naming is an important vehicle for bringing the past into the present and helping to weave history into the geographic fabric of everyday life;

WHEREAS, James Muhlbauer grew up on Lilian Street between 48th and 49th Streets and graduated from Bryan High School in Bellevue, Nebraska;

WHEREAS, James Muhlbauer served as a distinguished police officer for the Kansas City Police Department (“KCPD”) for approximately 20 years;

WHEREAS, as part of his most recent assignment to the KCPD K-9 Unit, Officer Muhlbauer and his family welcomed K-9 Officer Champ into their home;

WHEREAS, while on patrol on February 15, 2023, Officer Muhlbauer and K-9 Officer Champ tragically lost their lives;

WHEREAS, Officer Muhlbauer has a long-standing community identification with residents of the City of Bellevue, particularly residents of his neighborhood and graduates of Bryan High School; and,

WHEREAS, dedicating a street in the name of Officer Muhlbauer and Champ would give a sense of place, continuity, and belonging reflecting the community and neighborhood that shaped him, and would be consistent with the City of Bellevue’s history of honoring its former members who have lost their lives while protecting the public.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA, that a commemorative street sign entitled, “Officer James Muhlbauer and Champ (K9)/End of Watch 02/15/202,” be placed on Lilian Street from 48th and 49th Streets to commemorate the life and legacy of Officer James Muhlbauer and his K9, Champ.

ADOPTED AND APPROVED this _____ day of May, 2023.

Mayor

ATTEST:

City Clerk

On February 15, 2023 Kansas City, MO police officer James M. Muhlbauer was killed in the line of duty along with a civilian and James's Police K9 CHAMP.

James grew up here on Lillian Street and his parents still live at 4913 Lillian and have resided there 30 years. The sign commemorating his service and tragic death will be strictly a memorial, no change of name of Lillian Street.

Please sign below showing your support of the memorial sign on Lillian St.

Name Whitney Jenkins Address 4921 Lillian St.
Approve Deny _____

Please sign below showing your support of the memorial sign on Lillian St.

Name Whitney Weber Address 4925 Lillian St
Approve Deny _____

Please sign below showing your support of the memorial sign on Lillian St.

Name David Hunt Address 4917 Lillian St
Approve Deny _____

Please sign below showing your support of the memorial sign on Lillian St.

Name Joseph Danoff Address 7214 So. 49th Cir.
Approve Deny _____

Please sign below showing your support of the memorial sign on Lillian St.

Name Chris Muhlbauer Address 4913 Lillian St
Approve Deny _____

Please sign below showing your support of the memorial sign on Lillian St.

Name Debra J. ... Address 4829 Lillian Street
Approve 9/9/23 Deny _____

Name Jerry Jones Address 7213 So. 48th Ave
Approve _____ Deny _____

On February 15, 2023 Kansas City, MO police officer James M. Muhlbauer was killed in the line of duty along with a civilian and James's Police K9 CHAMP.

James grew up here on Lillian Street and his parents still live at 4913 Lillian and have resided there 30 years. The sign commemorating his service and tragic death will be strictly a memorial, no change of name of Lillian Street.

Please sign below showing your support of the memorial sign on Lillian St.

Name Katherine F Ciurej Address 4809 Lillian St.
Approve Deny _____

Please sign below showing your support of the memorial sign on Lillian St.

Name Teri Conway Address 4801 Lillian St
Approve Deny _____

Please sign below showing your support of the memorial sign on Lillian St.

Name Andrew J Mahoney Address 4905 LILLIAN ST
Approve Deny _____

Please sign below showing your support of the memorial sign on Lillian St.

Name _____ Address _____
Approve _____ Deny _____

Please sign below showing your support of the memorial sign on Lillian St.

Name _____ Address _____
Approve _____ Deny _____

Please sign below showing your support of the memorial sign on Lillian St.

Name _____ Address _____
Approve _____ Deny _____

Name _____ Address _____
Approve _____ Deny _____

On February 15, 2023 Kansas City, MO police officer James M. Muhlbauer was killed in the line of duty along with a civilian and James's Police K9 CHAMP.

James grew up here on Lillian Street and his parents still live at 4913 Lillian and have resided there 30 years. The sign commemorating his service and tragic death will be strictly a memorial, no change of name of Lillian Street.

Please sign below showing your support of the memorial sign on Lillian St.

Name Maria E Vargas Address 4813 Lillian St

Approve Deny

Please sign below showing your support of the memorial sign on Lillian St.

Name Andrew Miller Address 4926 Lillian St.

Approve Deny

Please sign below showing your support of the memorial sign on Lillian St.

Name CLIFF SALTIS Address 4836 Lillian

Approve Deny

Please sign below showing your support of the memorial sign on Lillian St.

Name Riley Sweet Address 4909 Lillian

Approve Deny

Please sign below showing your support of the memorial sign on Lillian St.

Name Rodger Price Address 4901 Lillian

Approve Deny

Please sign below showing your support of the memorial sign on Lillian St.

Name Kathy M. King Address 4833 Lillian St.

Approve Deny

Name Jameson Officer-Thurston Address 4817 Lillian St.

Approve Deny

CITY OF BELLEVUE, NEBRASKA
 AGENDA ITEM COVER SHEET

16a.
 5/16/2023

COUNCIL MEETING DATE: May 16, 2023		SUBMITTED BY: David Goedeken - Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Leo A Daly amendment number two to agreement

SYNOPSIS/BACKGROUND:

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

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

1. <input type="text" value="Exhibit- AIA"/>	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:





AIA Document G802® – 2017

Amendment to the Professional Services Agreement

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

AGREEMENT INFORMATION:
Date: August 25, 2022

AMENDMENT INFORMATION:
Amendment Number: 002

Date: May 1, 2023

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

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

The Owner and Architect amend the Agreement as follows:
See below.

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

Compensation Adjustment:

Amend Article 11.3 to include,

11.3.2 Present at Bellevue City Council Meeting for Approval of Construction Contract: In accordance with Article 4.2.1.7, the Architect's compensation shall be adjusted.

- Per Owner request, Architect to attend May 2, 2023 Bellevue City Council meeting
- Architect to prepare and present renderings, floor plan, site plan, and overview of design.
- Architect to answer project design related questions during the discussion.

Fixed lump sum of One Thousand Three Hundred Sixty-Seven and no/100 Dollars (\$1,367.00).

Schedule Adjustment:

NA

SIGNATURES:

LEO A DALY _____

ARCHITECT *(Firm name)*

SIGNATURE

Nancy M. Melby
Vice President, Director of
Operations

PRINTED NAME AND TITLE

5/1/2023

DATE

City of Bellevue _____

OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16b.
5/16/2023

COUNCIL MEETING DATE: May 16, 2023		SUBMITTED BY: Dave Goedeken - Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

2023 Overlay Projects

SYNOPSIS/BACKGROUND:

The City of Bellevue Public Works Department issued a Notice for Bids for 2023 Overlay Projects. After review of the bids received, the low, responsive, responsible bidder, Oldcastle Materials Midwest Company d/b/a OMNI Engineering has been recommended for the project.

FISCAL IMPACT?: \$1,814,043.10 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: Oldcastle Materials Midwest Company d/b/a OMNI	INTERLOCAL AGREEMENT: <input type="checkbox"/>
CONTRACT DESCRIPTION: 2023 Overlay Projects Project		
CONTRACT EFFECTIVE DATE: <input type="checkbox"/>	CONTRACT TERM: <input type="checkbox"/>	CONTRACT END DATE: <input type="checkbox"/>
PROJECT NAME: 2023 Overlay Projects		
START DATE: <input type="checkbox"/>	END DATE: <input type="checkbox"/>	PAYMENT DATE: <input type="checkbox"/>
		INSURANCE REQUIRED: YES
CIP PROJECT NAME: 2023 Overlay Projects	CIP PROJECT NAME: ST23(3)	
STREET DISTRICT NAME (S): <input type="checkbox"/>	STREET DISTRICT NUMBER (S): <input type="checkbox"/>	
ACCOUNTING DISTRIBUTION CODE: 15	ACCOUNT NUMBER: 7010	

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and Oldcastle Materials Midwest Company d/b/a OMNI Engineering, in the amount of \$ 1,649,130.13, plus a 10% contingency of \$164,913.01, for a total project cost of \$ 1,814,043.10 for the 2023 Overlay Projects.

ATTACHMENTS:

- | | | |
|-----------------------------|-----------------------------|-----------------------------|
| 1. Contract | 2. Bid Sheet | 3. Proposal |
| 4. <input type="checkbox"/> | 5. <input type="checkbox"/> | 6. <input type="checkbox"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures in blue ink over horizontal lines]

CONTRACT

CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 16th day of May 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 Oldcastle Materials Midwest Co. d/b/a OMNI Engineering ("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 Overlay 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. 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 million six hundred forty-nine thousand one hundred thirty dollars 13/100 (\$ 1,649,130.13) ("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
Attn: David Goedeken
1510 Wall Street
Bellevue, NE 68005
Fax No.: (402) 293-3173

With a copy to:

Aimee Bataillon
Bellevue City Attorney
1500 Wall Street
Bellevue, NE 68005

If to Contractor:

Oldcastle Materials Midwest Co.
d/b/a OMNI Engineering
14012 Giles Road, Omaha, Ne 68138
Fax No.: _____

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
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-230104 2023 OVERLAY 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.

EXHIBIT "B"

COPY OF THE CITY OF BELLEVUE'S AFFIRMATIVE ACTION EQUAL OPPORTUNITY POLICY STATEMENT

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

It is the policy of the City of Bellevue that equal employment opportunity will be extended to all employees of the City of Bellevue and to all applicants for employment, and that all employees and applicants for employment will be considered without discrimination on the bases of race, religion, color, sex, disability, national origin or political affiliation.

All recruitment, hiring, and employment practices will be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation, and an affirmative action program will be developed and implemented for recruiting, hiring, and employing personnel of the City of Bellevue with equal treatment with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

We realize the inequities associated with employment, upgrading, contracting and subcontracting for minorities and will direct our efforts to correcting any deficiencies to the maximum extent possible. The same will be required of our contractors, subcontractors and our or their suppliers.

The City assures compliance with Titles VI and VII of the Civil Rights Act of 1964, Executive Order 11246, as amended by Executive Order 11375 and/or other subsequent orders that may pertain to equal employment opportunity and merit employment policies.

This policy statement will be posted in the Bellevue City Hall in a place accessible to employees and applicants for employment. This policy will also be stated in all City contracts. Signed acknowledgments of the City's affirmative action policy and assurance of cooperation will be required of all contractors and subcontractors.

EQUAL EMPLOYMENT OFFICER

The Bellevue City Administrator will serve as the Equal Employment Officer for the City of Bellevue and, with his/her staff, will be responsible for the implementation and coordination of the City's affirmative action program, will document and report on compliance with the program's objectives and process complaints concerning the program.

NON-DISCRIMINATORY RECRUITING

Advertising. Job openings with the City of Bellevue will be advertised and will include the following statement:

"An Equal Opportunity Employer"

Employment advertising will be placed with the goal of achieving equal exposure to all persons in the area. Communications including but not limited to such media as local newspapers, radio, television, minority publications and radio.

Schools. Recruitment will be accomplished by any feasible means available in local schools, colleges, and other educational institutions. Qualified members of minority groups will be encouraged to apply for employment opportunities with the City of Bellevue.

CONTRACTS AND CONTRACTORS

Contracts. A copy of the City of Bellevue's affirmative action equal employment opportunity policy statement will accompany all contracts awarded by the City of Bellevue and signed acknowledgments of this policy will be required of all contractors engaged by the City. All contracts awarded by the City shall include the following clauses:

"Non-discrimination. All recruitment, hiring and employment practices by the Contractor shall be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation. The Contractor shall insert a similar provision in all subcontracts for goods or services that are to be provided under this Contract."

"Affirmative Action. Within thirty (30) days of the day of this contract, the Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Opportunity Action Program of the City of Bellevue. Further, within ninety (90) days of the date of this contract and annually thereafter for the duration of this contract, the Contractor shall submit an affirmative action report to the City."

Contractors. The City of Bellevue, in seeking contractors for provision of goods and services totaling Two Thousand Five Hundred Dollars (\$2,500) or more shall seek firms demonstrating non-discriminatory practices in its recruitment, hiring, and employment. The City may reject contract proposals from firms that demonstrate discriminatory personnel practices because of race, religion, color, sex, disability national origin or political affiliation.

BIDDER: _____

Project: City of Bellevue
“BPW-230104 2023 OVERLAY 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 **“BPW-230104 2023 OVERLAY 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) ^{ONE} 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:

Kyle Tomlin VICE PRESIDENT
Signature of Bidder - Title

KYLE TOMLIN
Typed or Printed Name

Oldcastle Materials Midwest Co.
d/b/a Omni Engineering
Name of Company

14012 GILLES ROAD
Business Address

OMAHA, NEBRASKA 68138

00-696-1213
DUNS #

40107-22
City of Bellevue Contractor's License #/or
approved equivalent

402-895-6666
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 OVERLAY PROJECTS
BPW-230104

BASE BID					
Item No.	Description	Estimated Quantity	Units	Unit Price	Total
105.002	PERFORM 1.5" COLD PLANING - ASPHALT	7,862	SY	3.65	28,696.30
105.003	PERFORM 2" COLD PLANING - ASPHALT	10,839	SY	4.25	46,065.75
105.013	PERFORM 2" COLD PLANING - CONCRETE	1,807	SY	4.00	7,228.00
105.016	PERFORM 2.5" COLD PLANING - CONCRETE	24,802	SY	4.45	110,368.90
105.140	REMOVE SIDEWALK	5,620	SF	3.05	17,141.00
401.000	CONSTRUCT ASPHALT SURFACE COURSE, TYPE SPR (PG 64-34)	1,480	TON	115.00	170,200.00
401.004	CONSTRUCT ASPHALT SURFACE COURSE, TYPE SPH (PG 64-34)	4,970	TON	120.00	596,400.00
401.040	CONSTRUCT ASPHALTIC CONCRETE FOR PAVEMENT REPAIR, TYPE SPR (PG64-34)	250	TON	155.00	38,750.00
401.600	CONSTRUCT CONCRETE BASE REPAIR, TYPE L6S	765	SY	86.80	46,402.00
501.400	ADJUST UTILITY VALVE TO GRADE	6	EA	868.00	5,208.00
503.000	CONSTRUCT 4-INCH PCC SIDEWALK	6,020	SF	7.35	44,247.00
503.002	CONSTRUCT 6-INCH PCC SIDEWALK	100	SF	7.60	760.00
503.202	CONSTRUCT 6-INCH IMPRINTED PCC SURFACE	100	SF	10.30	1,030.00
504.000	CONSTRUCT CURB RAMP	1,504	SF	17.40	26,169.60
504.100	CONSTRUCT DETECTABLE WARNING PANEL (SUBSIDIARY - FOR INFORMATION ONLY)	352	SF	---	---
605.000	CONSTRUCT SEGMENTAL RETAINING WALL	114	SF	54.30	6,190.20
702.915	ADJUST MANHOLE TO GRADE	61	EA	868.00	52,948.00
802.002	INSTALL SEEDING (SUBSIDIARY - FOR INFORMATION ONLY)	1,475	SY	---	---
802.002A	INSTALL SEEDING (AUTHORIZED)	125	SY	\$4.00	\$500.00
802.700	INSTALL SODDING (SUBSIDIARY - FOR INFORMATION ONLY)	120	SY	---	---
802.700A	INSTALL SODDING (AUTHORIZED)	20	SY	\$7.00	\$140.00
905.020	TEMPORARY PAINT MARKING - 4" WHITE	15,304	LF	0.43	6,586.72
905.021	TEMPORARY PAINT MARKING - 4" YELLOW	2,799	LF	0.43	1,203.57
905.032	PERMANENT PAINT MARKING, 5" WHITE	15,304	LF	0.28	4,285.12
905.033	PERMANENT PAINT MARKING, 5" YELLOW	2,799	LF	0.28	783.72
905.034	12" WHITE WET REFLECTIVE THERMOPLASTIC PAVEMENT MARKING, GROOVED	168	LF	12.80	2,150.40
905.035	24" WHITE WET REFLECTIVE THERMOPLASTIC PAVEMENT MARKING, GROOVED	240	LF	32.10	7,704.00
905.036	WHITE WET REFLECTIVE THERMOPLASTIC PAVEMENT MARKING, GROOVED, TYPE "DIRECTIONAL ARROW"	33	EA	545.00	17,985.00
905.037	5" WHITE WET REFLECTIVE POLYUREA PAVEMENT MARKING, GROOVED	15,304	LF	2.75	42,086.00
905.038	5" YELLOW WET REFLECTIVE POLYUREA PAVEMENT MARKING, GROOVED	2,799	LF	2.75	7,697.25
906.210	PROVIDE TEMPORARY TRAFFIC CONTROL	1	LS	24,733.00	24,733.00
1002.054	REPAIR PAVEMENT (TYPE L6S)	613	SY	86.80	53,208.40
1002.100	REPAIR CURB AND GUTTER	2,955	LF	43.40	128,247.00
1002.101	REPAIR DRIVEWAY	133	SY	56.40	7,501.20
1002.307	ADJUST INLET TO GRADE	31	EA	868.00	26,908.00
1002.308	RECONSTRUCT INLET	2	EA	5,644.00	11,288.00
1004.400	REMOVE AND REPLACE PRECAST INLET TOP	7	EA	2,279.00	15,953.00
1109.000	MOBILIZATION/DEMOBILIZATION	1	LS	69,492.00	69,492.00
1110.000	TOWING	3	HR	293.00	879.00

BASE BID TOTAL \$ 1,649,130.13

BIDDER: Oldcastle Materials Midwest Co.
d/b/a Omni Engineering

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16c.
5/16/2023

COUNCIL MEETING DATE: 05/08/2023		SUBMITTED BY: Dave Goedeken, Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

2023 Overlay Projects- Consulting Services (BPW-230104)

SYNOPSIS/BACKGROUND:

Alfred Benesch & Company will provide professional consulting services for the City of Bellevue's 2023 Overlay Projects.

FISCAL IMPACT: \$192,930.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Consulting Services - 2023 Overlay Projects

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: 2023 Overlay Projects

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

CIP PROJECT NAME: 2023 Overlay Projects CIP PROJECT NAME: ST23(23)

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

ACCOUNTING DISTRIBUTION CODE: 15 ACCOUNT NUMBER: 7010

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and Alfred Benesch & Company in the amount not to exceed \$192,930.00 for consulting services for the City of Bellevue's 2023 Overlay Projects.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Annexa Portillo
[Signature]
[Signature]



CONSULTING SERVICES AGREEMENT

CLIENT	City of Bellevue	Project Name	2023 Overlay Projects
Address	1510 Wall St		
	Bellevue, NE	Project Location	Bellevue, NE
Telephone	402-293-3028		
Client Contact	Matt Knight, PE	Consultant PM	Mike Higgins, PE
Client Job No.	230104	Consultant Job No.	00120829.00

This Agreement is made by and between City of Bellevue, hereinafter called "Client," and Alfred Benesch & Company, hereinafter called "Consultant", for professional consulting services as specified herein. Consultant agrees to provide Client with requested consulting services more specifically described as follows (or shown in Attachment A):

The General Conditions and the following Attachments are hereby made a part of the Agreement:

- Attachment A: Scope of Services and Fee Estimate
- Attachment B: Schedule of Unit Rates
- Attachment C: _____
- or
- Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

By signing this Agreement, Client acknowledges that it has read and fully understands this Agreement and all attachments thereto. Client further agrees to pay Consultant for services described herein upon receipt of invoice by Client for the Consultant's estimated fee as described below:

- By Lump Sum: \$_____.
- By Time and Materials: \$192,930.00.
- By Other Payment Method (See Attachment _____): \$_____.
- As shown on serially numbered Work Authorizations Using Exhibit A

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement:

CLIENT	ALFRED BENESCH & COMPANY
BY: _____	BY: <u>Jeffery A. Sockel</u>
AUTHORIZED REPRESENTATIVE	AUTHORIZED REPRESENTATIVE
PRINT NAME: _____	PRINT NAME: Jeffery A. Sockel, PE
TITLE: _____	TITLE: Sr. Vice President
DATE: _____, 20____	DATE: May 5, 2023
	BENESCH OFFICE: Bellevue
	ADDRESS: 4530 Maass Rd
	Bellevue, NE 68133

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).



STANDARD TERMS AND CONDITIONS

SECTION 1 – Services by Consultant

1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

SECTION 2 – Payments to Consultant

2.1 Method of Payment

Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

2.2 Payment for Personnel Services

2.2.1 Payment

Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

2.2.2 Chargeable Time

Chargeable time for Consultant's personnel is that portion of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for Consultant observed legal holidays or during an employee's sick leave or vacation time. Travel

time from Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If Client fails to make payment in full to Consultant of amounts owed pursuant to this Section 2 within forty-five (45) days of the date of the invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

2.4.5 The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

SECTION 3 - Term of Agreement

3.1 Term

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of Agreement

3.3.1 Termination with Cause

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of all other information and documents, Client shall pay Consultant for services performed prior to the effective date of the termination.

3.3.2 Termination without Cause

Either party may, at its sole discretion, terminate this

Agreement without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

3.4 Payment for Work Upon Abandonment or Agreement Termination

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

SECTION 4 - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.

4.1.2 While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

4.2.2 Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance.

Consultant will name the Client as additional insured on Consultant's commercial general liability insurance.

4.3 Successors and Assigns

4.3.1 Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

4.3.2 Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

4.4.2 Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of

service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

4.6 Consultant's Personnel at Project Site

4.6.1 The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

4.6.2 To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

4.7 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.8.1 If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

4.8.2 In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.8.3 Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

SECTION 5 - Professional Responsibility

5.1 Performance of Services

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care").

Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant it is determined there is a deficiency that fails to meet the standard of care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

5.2 Limitation of Liability

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000 whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages

Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

5.5 No Third Party Beneficiaries

Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees

that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any third party.

SECTION 6 - Miscellaneous Provisions

6.1 Notices

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement

6.4 Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 Dispute Resolution

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that, with the exception of claims that are subject to the applicable venue's small claims court jurisdiction, each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations

hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

6.6 Equal Opportunity

Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

6.7 Governing Law

This Agreement is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

6.8 Entire Agreement

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

**CONSULTANT SCOPE OF SERVICES
CONSTRUCTION ENGINEERING SERVICES
CITY OF BELLEVUE
BPW-230104 - 2023 OVERLAY PROJECTS**

OVERVIEW

Alfred Benesch & Company (Benesch) proposes to provide the professional services related to the project management, construction observation, and material testing for ADA ramp construction, concrete pavement repair, asphalt resurfacing, and other related improvements in multiple locations within the City of Bellevue (City) identified in the contract documents of BPW 230104 – 2023 Bellevue Overlay Projects. Benesch agrees to provide the services detailed below through the identified completion date, or beyond, if mutually agreeable by both parties provided the requested services can be performed within the Not-to-Exceed fee limits.

The professional services provided by Benesch shall be described under the following major categories:

1. Project Management & Meetings
2. Construction Observation
3. Materials Sampling & Testing
4. Project Closeout
5. Engineering Consultation & Support

The following describes the scope of work related to each of these categories. Services may be added or deleted upon request. Changes to the total contract amount will be addressed as indicated above.

For the purposes of this agreement, the parties understand that construction observation and construction inspection shall be used interchangeably and Benesch is not responsible for the Contractor's means and methods of construction, acceptance or rejection of the work, or the authority to approve or deny contracts, change orders, extra work, modifications to the requirements of the Contract Documents, etc. To the extent the Construction Contract Documents and the Manuals specify sequencing of work, equipment requirements, or other construction methods, Benesch shall keep the City informed about the progress and quality of the work and shall advise the City about observed or measured deficiencies or deviations in the work.

UNDERSTANDING & ASSUMPTIONS

The following identifies assumptions associated with this scope of services and corresponding fee estimate:

- The City shall provide or identify publicly available Contract Documents governing construction.
- The City shall provide any documentation templates or electronic system(s) access required for the project.
- The City shall mark out limits for all removals.
- Construction is anticipated to begin on June 12th, 2023, or later.
- Construction is anticipated to be substantially complete by September 15th, 2023, with minor work and final completion expected to occur by October 7th, 2023.
- Staffing requirements for the projects assigned will consist of one (1) principal- in-charge, one (1) project manager, multiple construction observers, one (1) materials testing technician (as needed), and necessary coordination or administrative support personnel as well as regular consultation services.
- The construction observer working with the concrete contractor will be on site any time the contractor is performing critical elements of work requiring immediate documentation of compliance and/or direct measurement for payment while work is being performed for the duration of the project. The observer is anticipated to be on site no more than fourteen (14) weeks (average of 36 hours per week).
- The construction observers working with the asphalt milling and paving crews will be on site any time the contractor is performing work requiring documentation of compliance and/or direct measurement for payment on site. The observers are anticipated to be on site no more than three (3) weeks (average of 55 hours per week).
- A construction observer is anticipated to be on site for an additional three (3) weeks during punch list and site clean-up activities at the end of the project (average of 36 hours per week).
- • The project manager is anticipated to work no more than eighteen (18) weeks during project preparation, construction, and closeout (average of 16 hours per week)
- It is assumed that no SWPPP inspections will be required for the project.
- It is assumed that periodic progress meetings, as determined to be necessary by Benesch or the City, will be conducted (assume no more than five (5) meetings).

PROJECT MANAGEMENT & MEETINGS

Benesch shall provide project management services to the City of Bellevue in the following areas:

- Coordinate activities between the City of Bellevue and the Contractor.
- Assist in project planning and oversight of construction activities.
- Communicate project updates on a regular basis to the City
- Review and submit partial pay estimates to the City's Designated Representative(s) for processing and payment.
- Scheduling personnel and testing activities to comply with the requirements of the City of Bellevue Public Works Department.
- Facilitate the pre-construction meeting and distribute meeting minutes.

- Facilitate periodic progress meetings, as determined to be necessary by Benesch or the City, and distribute meeting minutes.
- Assist the City with project scheduling and other administrative items upon request.

Administrative assistance shall include, but not be limited to, supporting the City in program budget monitoring, construction contract interpretation, conflict resolution, utility and other public agency coordination, project stakeholder engagement, and interacting with the public to address questions, concerns, or special requests.

CONSTRUCTION OBSERVATION

Benesch shall provide construction observation services to the City of Bellevue using a member of our technical staff. Benesch construction observers will perform the following tasks:

- Observe and document the site conditions and the Contractor's work.
- Review work for compliance with contract documents and report any observed deficiencies to the City in a timely manner.
- Measure and record quantities of work performed by the contractor.
- Observe and record potential (when identified) or actual change order and/or force account work.
- Document and address questions and concerns from stakeholder in or near the project site.
- Complete materials testing on site when project work and staffing allows.
- Create a punch list, distribute to the Contractor, and confirm items are addressed.

MATERIALS SAMPLING & TESTING

Benesch shall provide materials testing services consistent with the current version of the City of Omaha's Materials and Testing Manual for Public Works Construction and any project specific requirements using our nationally accredited and/or NDOT-certified materials testing laboratories. As determined to be appropriate, Benesch will utilize on site inspectors to perform field testing. Any testing that is not performed by inspectors will be performed by lab personnel. These services will include the following as deemed necessary by the Project Manager or the City:

- Periodic sampling and testing of Portland cement concrete used in construction of curb and gutter, curb ramps, pavement repair, and sidewalk repair for air content, slump, temperature, and compressive strength (assume no more than twenty-two (22) tests performed by inspectors and thirty (30) tests performed by lab personnel).
- Quality assurance acceptance testing of the plant-produced hot-mix asphalt for volumetric properties, gradations, and consensus aggregate properties (assume no more than three (3) tests).
- Quality assurance acceptance testing of pavement core samples to determine density, thickness, and percent compaction (assume no more than four (4) cores).

PROJECT CLOSEOUT

Benesch will provide the following services for closeout at the completion of the project:

- Create and issue a final punch list to the contractor.
- Verify all work is complete according to the contract documents.
- Provide as-builts of work completed to the City in PDF format.
- Complete a final project walk through with the City, Contractor, and any others as determined by the City.
- Submit a final closeout package to the City including field diaries, quantity calculations, pertinent project correspondence, field photos, and material test reports.

ENGINEERING CONSULTATION & SUPPORT

Benesch shall provide technical support to assess site conditions, work performed, and provide technical advice or guidance to complete the work outlined in the Contract Documents on an as-needed or as-requested basis subject to budget availability. Support anticipated as part of this task include, but are not limited to, consultation from a Professional Engineer or similar qualified individual regarding construction engineering best practices, contractor means & methods, soils/geotechnical issues, or other relevant issues.

COMPENSATION

The information below indicates the estimated number of hours, personnel, and testing services, and the associated fees Benesch anticipates for the proposed work assigned to Benesch under this agreement. Variation of these estimates is expected due to factors beyond Benesch's control such as contractor operations, field changes, requested support services, or other situations that may occur. Benesch's overall scope of services shall be limited to those that can be performed within the approved Contract Not-to-Exceed fee.

Compensation for professional services related to project management, construction observation, consultation & other support services, and project closeout shall be on an hourly rate basis using established hourly billing rates determined by the classification of the personnel, as defined by Benesch, consistent with Benesch's current Construction Services Fee Schedule, updated annually. A list of staff including their corresponding classification will be provided for review and approval prior to the start of work upon request.

Compensation for laboratory and field testing of asphalt, concrete, and soil materials shall be based upon the current Construction Services Fee Schedule, updated annually, and supplemented by Benesch (Omaha Division) standard rate schedule for required/requested tests not covered under the City's standard testing rate schedule. Compensation for on-site

plant monitoring shall be based upon the employee classification and corresponding hourly billing rate.

Vehicle mileage (including rental vehicles) shall be reimbursed at a rate of \$0.75/mile. Administrative (copying, printing, postage, etc.), observation (paint, lathe, rental equipment, etc.), software access fees, and other direct expenses shall be reimbursed at actual cost unless specific reimbursement rates are indicated below.

Professional Services for BPW-230104 - 2023 Overlay Projects

Construction Engineering, Inspection, and Materials Testing
City of Bellevue Public Works Department

Fee Estimate

<u>Personnel Classification</u>	<u>Rate</u> <u>\$/Hour</u>	<u>Est.</u> <u>Hours</u>	<u>Estimated</u> <u>Cost</u>
E1 - Professional Engineer (Consultant or Principal)	\$ 251.00	8	\$2,008.00
E2a - Project Scientist II, Project Engineer II	\$ 176.00	316	\$55,616.00
E4 - Sr Tech, Sr Project Inspector, Sr Env Tech	\$ 110.00	958	\$105,380.00
E8 - Project Assistant II	\$ 84.00	16	\$1,344.00
		Subtotal Direct Labor Costs	\$164,348.00
Direct Nonsalary Costs			
Printing, Communication, Misc. Suppies/Expenses @ est. 1% of Labor Charges			\$1,600.00
Vehicle Mileage @ \$0.75/mi			\$3,900.00
Construction Materials Testing Trip Charge @ \$118/Trip			\$9,322.00
Concrete Unit Rate Testing			\$7,980.00
Misc Unit Rate Testing			\$4,980.00
Misc Chargeable Expenses			\$800.00
		Subtotal Direct Expense Costs	\$28,582.00
		Total Estimated Not to Exceed Fee	\$192,930.00

Professional Services for BPW-230104 - 2023 Overlay Projects

Construction Engineering, Inspection, and Materials Testing
 City of Bellevue Public Works Department

Project Summary

Task	Personnel Services						Reimbursables							Estimated Fee
	E1 - Professional Engineer (Consultant or Principal)	E2a - Project Scientist II, Project Engineer II	E4 - Sr Tech, Sr Project Inspector, Sr Env Tech	E8 - Project Assistant II	Total Hours	Subtotal	Printing, Communication, Misc. Supplies/Expenses @ est. 1% of Labor Charges	Vehicle Mileage @ \$.75/mi	Construction Materials Testing Trip Charge @ \$118/Trip	Concrete Unit Rate Testing	Misc Unit Rate Testing	Misc Chargeable Expenses	Subtotal	Estimated Fee
Task 1 Project Management & Meetings	0	132	0	0	132	\$ 23,232.00	\$ 200	\$ 375	\$ -	\$ -	\$ -	\$ -	\$ 575	\$ 23,807.00
Task 2 Construction Observation	0	132	888	16	1,036	\$ 122,256.00	\$ 1,200	\$ 3,150	\$ -	\$ -	\$ -	\$ 800	\$ 5,150	\$ 127,406.00
Task 3 Materials Sampling & Testing	0	0	16	0	16	\$ 1,760.00	\$ -	\$ 75	\$ 9,322	\$ 7,980	\$ 4,980	\$ -	\$ 22,357	\$ 24,117.00
Task 4 Project Closeout	0	36	54	0	90	\$ 12,276.00	\$ 200	\$ 225	\$ -	\$ -	\$ -	\$ -	\$ 425	\$ 12,701.00
Task 5 Engineering Consultation & Support	8	16	0	0	24	\$ 4,824.00	\$ -	\$ 75	\$ -	\$ -	\$ -	\$ -	\$ 75	\$ 4,899.00
Subtotal	8	316	958	16	1,298	\$ 164,348.00	\$ 1,600	\$ 3,900	\$ 9,322	\$ 7,980	\$ 4,980	\$ 800	\$ 28,582	\$ 192,930.00
Project Subtotal						\$ 164,348.00							\$ 28,582	\$ 192,930.00

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 05/16/2023		SUBMITTED BY: Administration	
AGENDA ITEM	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request approval of the Fourth Amendment to Purchase Agreement and Escrow Instructions with Redwood USA LLC.

SYNOPSIS/BACKGROUND

Redwood USA, LLC seeks an extension of its due diligence period to December 31, 2024 regarding the purchase of City property located southwest of the intersection of South 36th Street and Granada Parkway. Administration and Planning have no objection.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT? COUNTER-PARTY INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION

CONTRACT EFFECTIVE DATE CONTRACT TERM CONTRACT END DATE

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION

Approve the Fourth Amendment to the Purchase Agreement and Escrow Instructions with Redwood USA LLC.

ATTACHMENTS

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM

FINANCE APPROVAL AS TO FORM

ADMINISTRATOR APPROVAL AS TO FORM

Christina Briggman




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

THIS FOURTH AMENDMENT TO PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS (“Amendment”) is entered into as of May _____, 2023, but deemed effective as of April 17, 2023 (“Effective Date”), by and between **CITY OF BELLEVUE**, a municipal corporation (“Seller”), and **REDWOOD USA LLC**, an Ohio limited liability company (“Buyer”).

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

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

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

1. **Recitations; Defined Terms.** The recitations set forth hereinabove are true and correct and are hereby incorporated herein by this reference. Any and all capitalized terms not defined herein shall have the definitions set forth in the Agreement.
2. **Due Diligence Period.** Section 5.B. of the Agreement is hereby amended to provide that the Due Diligence Period shall be extended until December 31, 2024 (the “Extension”). Buyer shall not be required to pay or deposit any extension fee or other amount for the Extension.
3. **Closing.** Section 11 of the Agreement is hereby amended to provide that the Closing, provided that the Closing Condition is satisfied, shall occur upon the earlier of (a) the date which is sixty (60) days after the expiration or Buyer’s earlier waiver of the Due Diligence Period, as extended, or (b) January 31, 2025.
4. **Miscellaneous.** Except as expressly set forth herein, the Agreement is unmodified and in full force and effect. In the event of an inconsistency between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns. This Amendment may be executed in one or more counterparts, each of which will be deemed an original copy of this Amendment and all of which, when taken together, will be deemed one and the same Amendment. Any electronic delivery (e.g., email, fax, .pdf, .jpg, photograph, etc.) of a party’s signature on any copy of this Amendment shall be deemed to be the delivery by such party of its original binding signature hereon.

(signature page follows)

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

SELLER:

CITY OF BELLEVUE,
a municipal corporation

By: _____

Print Name: _____

Its: _____

BUYER:

REDWOOD USA LLC,
an Ohio limited liability company

By: _____

David Conwill, Authorized Representative

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: May 16, 2023		SUBMITTED BY: Police	
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 for the lease extension for the Bellevue Police "North Site," 726 Fort Crook Road North.

SYNOPSIS/BACKGROUND:

The Bellevue Police Department has leased the North Site since June 22, 2009. The facility is used primarily for storage as well as a work space for officers to remain available for calls in North Bellevue, while working on reports.

FISCAL IMPACT:: \$16,600 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Lease for 726 Fort Crook Road North

CONTRACT EFFECTIVE DATE: 7-1-23 CONTRACT TERM: 24 months CONTRACT END DATE: 6-30-25

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the lease extension for the Bellevue Police "North Site," 726 Fort Crook Road North.

ATTACHMENTS:

1. Copy of lease extension	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Shirley Brattain

[Signature]

[Signature]

EXTENSION OF LEASE #8

It is stipulated that this extension of lease is in reference to the following:

NAME OF TENANT: City of Bellevue
ADDRESS: 726 Ft Crook Road North , Bellevue, NE
LANDLORD: Avery Loschen
DATE OF LEASE: June 22, 2009

Effective July 1, 2023, Avery Loschen (Landlord), and City of Bellevue (Tenant) mutually agree that the term of the lease shall be extended by 24 calendar months and shall be revised to read "beginning on the 1st day of July 2023 and ending on the 30th day of June 2025".

Rent: For the period from July 1, 2023 to June 30, 2025 \$1300 per month.

All other terms and conditions of the lease to remain the same.

Paragraph 21 Notices:

21. Notices: Any notice or demands given hereunder shall be in writing and personally delivered or sent by certified mail, postage prepaid, at the following addresses or at such other addresses as either party may from time to time designate in writing:

Landlord: Avery Loschen
PO Box 453
Seaside, OR 97138

Tenant: Bellevue City Administrator
1500 Wall Street
Bellevue, NE 68005

Avery Loschen
Landlord

City of Bellevue
Tenant

Date: _____

Date: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16f.
5/16/2023

COUNCIL MEETING DATE: 05/16/2023		SUBMITTED BY: Amanda Parker	
AGENDA ITEM:	CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

To update the non-Discrimination Plan from the previous years.

SYNOPSIS/BACKGROUND:

Every three years ^{the} Title VI plan is updated for our Specialized Transportation per the FTA and Nebraska Public Transit. We provide a service for the elderly and disabled who tend to be a more vulnerable population and it is important for them to have a contact and guidance to ensure they are not being discriminated against.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO <input type="text"/>	COUNTER-PARTY: <input type="text"/>	INTERLOCAL AGREEMENT: NO <input type="text"/>
CONTRACT DESCRIPTION: <input type="text"/>		
CONTRACT EFFECTIVE DATE: <input type="text"/>	CONTRACT TERM: <input type="text"/>	CONTRACT END DATE: <input type="text"/>
PROJECT NAME: <input type="text"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
INSURANCE REQUIRED: NO <input type="text"/>		
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:

To approve the updated Non-Discrimination Plan for 2023.

ATTACHMENTS:

1. <input type="text"/>	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:



Title VI

Non-Discrimination Plan | 2023

City of Bellevue Specialized Transportation Bus Service

Under the Civil Rights Act of 1964 and related statutes, City of Bellevue Specialized Transportation Bus Service ensures that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, denied the benefits or services of, or be otherwise subjected to discrimination in all programs, services or activities administered by the agency.



Signed By _____

All entities who receive Federal Transit Administration (FTA) grant dollars either directly from the FTA or through the Nebraska Department of Transportation (NDOT) are subject to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the U.S. Department of Transportation's implementing regulations. This manual provides technical assistance on Title VI compliance requirements.

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Introduction and Overview

Plan Statement

City of Bellevue Specialized Transportation Bus Service (CBSTBS) operates a demand response transit program serving residents in the city of Bellevue, Nebraska situated in Sarpy County. As a condition of receiving Federal financial assistance to operate these services, the agency ensures that its programs, policies, and activities comply with Title VI of the Civil Rights Act. The following program details how CBSTBS meets the Title VI requirements set forth in FTA Circular 4702.1B.

CBSTBS has been the recipient of Section 5310 transit funds. Federal funding for CBSTBS has been received through the Nebraska Department of Transportation Transit Section. NDOT administers FTA transit service funding and provides all Title VI program oversight for CBSTBS.

Policy

Section 601 under Title VI of the Civil Rights Act of 1964 states the following:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”

CBSTBS is committed to ensuring that no person, on the basis of race, color, or national origin, shall be excluded from participation in or subjected to discrimination under its programs or services, or be denied the benefits of the level and quality of transit services provided by the agency’s employees, affiliates, and contractors.

Authorizing Legislation

Most Federal transit laws are codified at title 49 U.S.C. Chapter 53. Authorizing legislation is substantive legislation enacted by Congress that establishes or continues the operation of a Federal program or agency. FTA’s most recent authorizing legislation is entitled the *Bipartisan Infrastructure Law*, signed into law on November 15, 2021.

How to Contact FTA and CBSTBS

FTA’s regional and metropolitan offices are responsible for providing financial assistance to FTA grant recipients and for oversight of grant implementation for FTA programs. Certain specific programs are the responsibility of FTA headquarters. Inquiries should be directed to either the regional or metropolitan office responsible for the geographic area in which the recipient is located.

For more information regarding CBSTBS's Title VI Program, please contact the agency at:

City of Bellevue

Attn: Amanda Parker, Human Services Department
1500 Wall St.
Bellevue, NE 68005
(402) 682-6602
amanda.parker@bellevue.net

FTA Headquarters can be contacted at:

Federal Transit Administration

Office of Civil Rights
Attn: Title VI Program Coordinator
1200 New Jersey Avenue SE
Washington, D.C. 20590
888-446-451

The Nebraska Department of Transportation can be contacted at:

Nebraska Department of Transportation

Attn: Title VI Transit Manager
1500 Hwy. 2
Lincoln, NE 68502
(402)-479-4694
kari.ruse@nebraska.gov

FTA Circular 4702.1B

CBSTBS's Title VI Plan has been developed to address FTA's Title VI requirements and oversight responsibilities. The Plan follows the guidelines set forth in FTA Circular 4702.1B.

General Reporting Requirements

Chapter III of FTA Circular 4702.1B addresses the general reporting requirements for recipients and subrecipients of FTA funding to ensure that their activities comply with US DOT Title VI regulations. These requirements are summarized below, accompanied by details on how CBSTBS's Title VI Transit Program fulfills each requirement.

1. Requirement to Provide Title VI Assurances

In accordance with 49 CFR Section 21.7(a), every application for FTA financial assistance must be accompanied by an assurance that the applicant will carry out the program in compliance with DOT Title VI regulations. This requirement shall be fulfilled when the applicant/recipient submits its annual certifications and assurances to FTA.

CBSTBS submits its Certifications and Assurances to the Nebraska Department of Transportation (NDOT). NDOT collects CBSTBS's Title VI Assurances prior to passing through FTA funds.

2. Requirement for First-Time Applicants

New applicants will submit a Title VI program that is compliant with FTA Circular 4702.1B, as well as an Assurance that the applicant will carry out the program in compliance with DOT Title VI regulations.

CBSTBS is not a first-time applicant and, therefore, is exempt from this requirement.

3. Requirement to Prepare and Submit a Title VI Program

FTA requires that all direct and primary recipients document their compliance with DOT's Title VI regulations by submitting a Title VI Program to their FTA Regional Civil Rights Officer once every three years, or as otherwise directed by FTA. For all recipients (including subrecipients), the Title VI Program must be approved by the recipient's board of directors or appropriate governing entity or official(s) responsible for policy decisions prior to submission to FTA. Subrecipients shall submit Title VI Programs to the primary recipient from whom they receive funding in order to assist the primary recipient in its compliance efforts.

CBSTBS's governing body will approve this Title VI Program. The Specialized Transportation Bus Service governing body is Human Services Program Specialist in the Human Services Department in the City of Bellevue. Documentation of such approval will be submitted with the agency's Title VI Program.

CBSTBS will submit its Title VI Program to the Nebraska Department of Transportation for review and approval.

4. Requirement to Notify Beneficiaries of Protection under Title VI

Title 49 CFR Section 21.9(d) requires recipients to provide information to the public regarding the recipient's obligations under DOT's Title VI regulations and apprise members of the public of the protections against discrimination afforded to them by Title VI. At a minimum, recipients shall disseminate this information to the public by posting a Title VI notice on the agency's website and in public areas of the agency's office(s), including the reception desk, meeting rooms, etc. Recipients should also post Title VI notices at stations or stops, and/or on transit vehicles.

A copy of CBSTBS's Title VI Notice to the Public is displayed below. The notice is also displayed in English and Spanish at the agency's main office in Bellevue, Nebraska, and within the agency's service vehicles.

Title VI Notice to the Public

City of Bellevue Specialized Transportation Bus Service

City of Bellevue Specialized Transportation Bus Service operates its programs and services without regard to race, color, or national origin in accordance with Title VI of the Civil Rights Act. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI may file a complaint of discrimination by completing and submitting the agency's Title VI Discrimination Complaint Form. This form can be requested by contacting the agency at the address provided below. A telephone interpreter can be provided to assist persons of limited English proficiency.

To request more information on the agency's Title VI obligations, or to obtain a detailed description of the agency's Title VI discrimination complaint procedures, please visit the agency website or contact the agency using the information provided. Title VI Discrimination Complaint Forms and additional information can also be obtained through the Nebraska Department of Transportation (NDOT) website at www.dot.nebraska.gov, or by contacting NDOT using the information provided below. A telephone interpreter can be provided to assist persons of limited English proficiency.

City of Bellevue Specialized Transportation Bus Service

Attn: Amanda Parker
1500 Wall St.
Bellevue, NE 68005
(402) 682-6602
amanda.parker@bellevue.net

Nebraska Department of Transportation

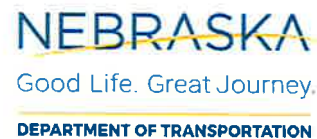
Attn: Title VI Transit Manager
1400 Hwy 2
Lincoln, NE 68502
(402)-479-4694
kari.ruse@nebraska.gov

Federal Transit Administration Office of Civil Rights

Attn: Title VI Program Coordinator
East Building, 5th Floor-TCR
1200 New Jersey Ave., SE
Washington, D.C. 20590

City of Bellevue Specialized Transportation Bus Service opera sus programas y servicios sin tomar en cuenta raza, color, u origen nacional de conformidad con el Título VI del Acta de Derechos Civiles. Cualquier persona que cree que ha sido agraviada por cualquier práctica discriminatoria ilegal bajo el Título VI puede presentar una queja de discriminación por completar y enviar el Formulario de Queja de Discriminación de Título VI de la agencia. Este formulario se puede solicitar el formulario poniéndose en contacto con la agencia a la dirección proporcionada arriba. Un interprete telefónico está disponible para asistir personas de dominio de Inglés limitado.

Para solicitar mas información sobre las obligaciones de Título VI de la agencia, o para obtener una descripción detallada del procedimiento de Quejas de Discriminación del Título VI, favor de visitar la pagina de la agencia o contactar la agencia a la dirección proporcionada arriba. También se puede obtener los Formularios de Quejas de Discriminación del Título VI y información adicional en el sitio de web del Departamento de Transporte de Nebraska (NDOT) en www.dot.nebraska.gov o poniéndose en contacto con NDOT a la dirección proporcionada arriba. Un interprete telefónico está disponible para asistir personas de dominio de Inglés limitado.



5. Requirement to Develop Title VI Complaint Procedures and Complaint Form

All recipients shall develop procedures for investigating and tracking Title VI complaints filed against them, and shall make their procedures for filing a complaint available to members of the public. Recipients must also develop a Title VI complaint form, and the form and procedure for filing a complaint shall be available on the recipient's website:

CBSTBS has adopted the Nebraska Department of Transportation's procedures and forms for investigating and tracking Title VI complaints of discrimination, and these forms (pictured below) are available upon request. Instructions for obtaining these forms are provided on the agency's Title VI Notice to the Public.

A description of CBSTBS's Title VI Complaint Procedures follows the forms presented below.

Title VI Complaint Procedures

City of Bellevue Specialized Transportation Bus Service

Any person who believes they have been discriminated against on the basis of race, color, or national origin by City of Bellevue Specialized Transportation Bus Service may file a complaint by completing and submitting the agency's Title VI Complaint Form. Complaints must be submitted within 180 days following the alleged incident. Complaints received after 180 days will not be eligible for investigation.

All Title VI and related statute complaints are considered formal—there is no informal process. Complaints must be made in writing and signed by the complainant on the Complaint Form provided. If complaints are received by telephone, the information will be documented in writing and provided to the complainant for confirmation or revision and signature prior to processing. Complaints must include the complainant's name, address, and telephone number, and should specify all issues and circumstances of the alleged discrimination. Allegations must be based on issues involving race, color, or national origin. Complaints can be submitted to the agency at the following contact information:

City of Bellevue Specialized Transportation Bus Service

Attn: Amanda Parker
1500 Wall St.
Bellevue, NE 68005
(402) 682-6602
amanda.parker@bellevue.net

Nebraska Department of Transportation

Attn: Transit Manager
1400 Hwy 2
Lincoln, NE 68502
(402) 479-4694
kari.ruse@nebraska.gov

Complaints may also be filed with the Federal Transit Administration by obtaining their form at <https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/fta-civil-rights-complaint-form>.

City of Bellevue Specialized Transportation Bus Service will notify the Nebraska Department of Transportation that a complaint has been received. The complainant will receive an acknowledgment letter informing her/him whether the complaint will be investigated. NDOT has 30 days to investigate the complaint. If more information is needed to resolve the case, the agency may contact the complainant to request additional information. The complainant has 15 days from the date of the letter to supply requested information to the investigator assigned to the case.

After the investigator reviews the complaint, she/he will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. An LOF summarizes the allegations and interviews regarding the alleged incident and explains whether any disciplinary action, additional training of the staff member, or other action will occur. If the complainant wishes to appeal the decision, she/he has 30 days following the closure letter or LOF to do so.

Este documento describe el Procedimiento de Queja por Discriminación del Título VI de City of Bellevue Specialized Transportation. Para obtener una copia de este documento en español, comuníquese con el Departamento de Transporte de Nebraska al número de teléfono que figura arriba. Un intérprete telefónico está disponible para ayudar a personas con dominio limitado del inglés.



Public Transit

NEBRASKA

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DEPARTMENT OF TRANSPORTATION

Title VI Discrimination Complaint Form

City of Bellevue Specialized Transportation Bus Service

To file a Title VI complaint of discrimination, please complete this Complaint Form in full and submit it within 180 days following the alleged incident using the provided agency contact information. Complaints received after 180 days will not be eligible for investigation. Title VI complaints must involve issues pertaining to race, color, or national origin. Complaint Forms may be submitted by an individual or a representative of that individual.

Complaints must be made in writing and contain as much information as possible about the alleged discrimination. If complaints are received by telephone, the information will be documented in writing and provided to the complainant for confirmation or revision and signature prior to processing. The written complaint should include the complainant's name, address, and telephone number, as well as a detailed description of the issues and the name(s) and job title(s) of individuals perceived as parties in the complaint.

After completing this Complaint Form, please return it to the address below:

City of Bellevue Specialized Transportation Bus Service

Attn: Amanda Parker
1500 Wall St.
Bellevue, NE 68005
(402) 682-6602
amanda.parker@bellevue.net

Complainants may also choose to return this form to the Nebraska Department of Transportation at the following address:

Nebraska Department of Transportation

Attn: Title VI Transit Manager
1400 Hwy 2
Lincoln, NE 68502
(402) 479-4694
kari.ruse@nebraska.gov

Complaints may also be filed with the Federal Transit Administration by obtaining their form at <https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/fta-civil-rights-complaint-form>. Complaints using the FTA form may be submitted via email to FTACivilRightsCommunications@dot.gov or mailed to the following address:

Federal Transit Administration

Office of Civil Rights
Attn: Complaint Team
East Building, 5th Floor-TCR
1200 New Jersey Ave., SE
Washington, D.C. 20590

Para asistencia adicional, comuníquese con el Departamento de Transporte de Nebraska al número de teléfono que figura arriba. Un intérprete telefónico está disponible para ayudar a personas con dominio limitado del inglés.



Public Transit

NEBRASKA

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DEPARTMENT OF TRANSPORTATION

CBSTBS's Title VI Complaint Procedures

CBSTBS forwards all Title VI complaints of discrimination to the Nebraska Department of Transportation Local Assistance section for review. Any person who believes she or he has been discriminated against on the basis of race, color, or national origin by CBSTBS may file a complaint by completing and submitting the agency's Title VI Complaint Form. Only complaints received no more than 180 days following the alleged incident will be subject to investigation.

All Title VI and related statute complaints are considered formal—there is no informal process. Complaints must be made in writing and signed by the complainant on the form provided. Complaints received by telephone will be placed in writing and provided to the complainant for confirmation or revision and signing prior to processing.

Complaints may be filed by the affected individual or a representative of that individual. Complaints must include the complainant's name, address, and telephone number, and should specify all incidences and circumstances of the alleged discrimination. Allegations must be based on issues involving race, color, or national origin.

Complaints may be filed with the agency using the following contact information:

City of Bellevue
Attn: Amanda Parker, Human Services Department
1500 Wall St.
Bellevue, NE 68005
(402) 682-6602
amanda.parker@bellevue.net

Complainants who do not wish to file with the transit agency may contact the Nebraska Department of Transportation to receive assistance filing a complaint. NDOT can also assist individuals in submitting a Title VI Complaint in a language other than English. NDOT can be contacted using the following information:

Nebraska Department of Transportation
Attn: Title VI Transit Manager
1500 Hwy. 2
Lincoln, NE 68502
(402)-479-4694
kari.ruse@nebraska.gov

Complaints may also be filed with the Federal Transit Administration by obtaining their form at <https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/fta-civil-rights-complaint-form>. Complaints to FTA may be submitted via email to FTACivilRightsCommunications@dot.gov or mailed to the following address:

Federal Transit Administration
Office of Civil Rights
Attn: Title VI Program Coordinator
1200 New Jersey Avenue SE
Washington, D.C. 20590

If a complaint is received by CBSTBS, the agency will submit the complaint to the Nebraska Department of Transportation (NDOT) for review. Upon receipt of the complaint, the NDOT Local Assistance Section will notify the Federal Transit Administration that a complaint has been filed. The NDOT Transit Manager or other investigator will contact the complainant to:

- Acknowledge receipt of the complaint by the investigator.
- Confirm the complainant received adequate assistance to file the complaint.
- Confirm that the complainant wishes to proceed with the complaint.
- Confirm the existence of allegations that require investigation and/or resolution.
- Gather additional facts and further clarify the complaint.

The complainant will be notified in writing that the complaint was received and will be reviewed by the NDOT Intermodal Planning Section and FTA Region VII, with the involvement of CBSTBS. If the complaint is determined to have validity, it will be investigated. As part of the review, the investigator will, at minimum:

- Gather relevant documentation from the complainant that was not included in the complaint, such as forms, memos, letters, and photographs;
- Maintain a log of all activities associated with the complaint;
- Complete an investigative report containing information, findings, photos, and recommendations for corrective action, to be submitted to FTA.

A copy of the complaint, together with a copy of NDOT's investigative report, shall be forwarded to the FTA Region VII Office in Kansas City, MO within 60 days of the date at which the complaint was received by NDOT.

- A decision by NDOT to dismiss a complaint can be made for the following reasons:
- The complaint was not filed within 180 days.
- The complaint is not covered by the Title VI statutes for which NDOT is responsible.
- The complaint does not allege any harm covered under the statutes for which NDOT is responsible.
- The complainant requests the withdrawal of the complaint.
- The complainant fails to respond to repeat, documented requests for additional information needed to process the complaint.
- The complainant cannot be located after documented reasonable attempts.

A log will be maintained which is to include the following information:

- The date the complaint/lawsuit was filed.
- A summary of the allegation(s).
- The status of the investigation.
- The actions taken by the recipient/subrecipient in response to the complaint/lawsuit and investigation.
- Documentation to be retained includes the complaint form and a summary of findings.

After the investigator reviews the complaint, they will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation, and the complaint will be closed. An LOF summarizes the allegations and interviews regarding the alleged incident and explains whether any disciplinary action, additional training of the staff member, or other action will occur. If the complainant wished to appeal the decision, they have 30 days following the closure letter or LOF to do so.

For additional questions regarding CBSTBS's Title VI complaint procedures or Civil Rights Program, individuals may contact the transit agency at the contact information provided above. For more information on NDOT's Title VI complaint procedures or Civil Rights Program, individuals may contact NDOT at the address provided.

6. Requirement to Record and Report Title VI Complaints, Investigations, and Lawsuits

In order to comply with the reporting requirements of 49 CFR Section 21.9(b), FTA requires all recipients to prepare and maintain a list of any of the following that allege discrimination on the basis of race, color, or national origin: active investigations conducted by entities other than FTA; lawsuits; and complaints naming the recipient. This list shall include the date that the investigation, lawsuit, or complaint was filed; a summary of the allegation(s); the status of the investigation, lawsuit, or complaint; and actions taken by the recipient in response, or final findings related to, the investigation, lawsuit, or complaint.

At this time, CBSTBS has not received Title VI complaints of discrimination, and therefore there are no investigations or lawsuits to report.

CBSTBS will maintain a list of all investigations, lawsuits, and/or complaints naming the agency, in accordance with the guidelines specified by FTA C 4702.1B. A copy of the form that will be used to track such complaints is displayed below. CBSTBS will maintain permanent records of all complaint-related documents. The agency will report all Title VI complaints of discrimination to the Nebraska Department of Transportation and the Federal Transit Administration.

Title VI Complaint and Lawsuit Tracking Form

Title VI Complaints							
Complainant Name	Date of Incident	Date Filed	Summary of Complaint (include basis of complaint: race, color, or national origin)	Complaint resulted in investigation? (Y/N)	Status of complaint: active or closed?	Summary of Findings OR Reason Complaint was not Investigated (N/A if active)	Notes

Title VI Lawsuits						
Name of plaintiff	Date of Incident	Date Filed	Allegation(s)	Status: Active or Closed?	Result (N/A if active)	Notes:

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7. Plan to Promote Inclusive Public Participation

CBSTBS's public involvement strategy allows for timely public notice and the opportunity for public comment surrounding requests for FTA Section 5310 funds for operating assistance or acquisitions of new technologies, services, or equipment. During the public involvement process, reasonable steps will be taken to accommodate LEP persons.

Prior to submitting a funding request to NDOT, CBSTBS will engage in the following activities to solicit public participation:

- Issue a public notice in a newspaper generally available to the public and private agencies and operators in the service area.
- The notice will describe what funding is being requested and the transportation services to be offered.
- The notice will invite any interested public or private transit or paratransit operator within the service area to comment on the funding application by sending a written notice to the Nebraska Department of Transportation Local Assistance Division and/or the applicant agency within 30 days of the public notice.

Past Outreach Efforts

Since CBSTBS provides a variety of services in addition to transportation, they engage in a number of public outreach strategies different from traditional promotional activities for public transit. However, the agency has and will continue to follow the public participation strategy outlined above in the event of requests for operating assistance or acquisitions of new technologies, services, or equipment. Reasonable steps will be taken to accommodate persons of Limited English Proficiency encountered as a result of this process.

8. Providing Meaningful Access to LEP Persons

Recipients are required to take reasonable steps to ensure meaningful access to their programs and activities by LEP persons. While designed to be a flexible and fact-dependent standard, the starting point is an individualized assessment that balances the following four factors: (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by the program or grantee; (2) the frequency with which LEP individuals come into contact with the program; (3) the nature and importance of the program, activity, or service provided by the program to people's lives; and (4) the resources available to the grantee/recipient and costs. As indicated above, the intent of this guidance is to suggest a balance that ensures meaningful access by LEP persons to critical services while not imposing undue burdens on small business, small local governments, or small nonprofits.

Four Factor Analysis Results Summary

Notably, CBSTBS does not provide transportation to the general public; transportation is provided exclusively to residents in the city of Bellevue, Nebraska in Sarpy County. CBSTBS personnel report that contact with clients of limited English proficiency (LEP) is rare, with no LEP clients in contact with the program at the current time. However, the following analysis was carried out so as to inform a Language

Assistance Plan that considers the needs of limited English proficient (LEP) persons who could potentially be encountered by the agency as it administers its programs and services in Sarpy County.

To facilitate this analysis, 2016-2020 American Community Survey data was analyzed at the county level. This data was used to inform the Language Assistance Plan accompanying this Four Factor Analysis. The data show that the number and proportion of LEP persons in Sarpy County is low, with approximately 91.2% of the population estimated to speak English only.

Service Area Profile

The total number of persons over the age of five in Sarpy County is 170,752.

- Of the total population, 155,668 persons, or approximately 91.2% of the population, speak English only.
- Spanish is the largest non-English language group within Sarpy County, with 3,107 LEP persons, or approximately 1.8% of the total population.
- Asian and Pacific Island language speakers in Sarpy County constitute 1,289 LEP persons, or approximately 0.8% of the total population.
- Other language groups were small by comparison, with no non-English language groups nearing the Safe Harbor Threshold of 1,000 or more LEP persons or 5% of the service area population.

Service Area Profile Conclusions

The number and proportion of Spanish-speaking and Asian and Pacific Island-speaking LEP persons in the vicinity of the CBSTBS is low but significant, with no other language groups exceeding the Safe Harbor Threshold of 1,000 or more LEP persons or 5% of the service area population. Moreover, agency personnel report that contact with LEP persons is very rare, with no LEP clients estimated to be in contact with the program at the current time.

CBSTBS Four Factor Analysis

Factor 1: The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or recipient

Factor 1a: How LEP persons interact with the recipient's agency

CBSTBS does not provide transportation to the general public; transportation is provided exclusively to city residents for medical appointments and personal needs. Any LEP persons would interact with the agency through transit or booking experiences.

Factor 1b: The literacy skills of LEP persons in their native languages, in order to determine whether the translation of written documents will be an effective practice

No data could be obtained regarding the native language literacy of LEP persons within the CBSTBS service area, nor does the agency maintain such data at this time. Such data will be utilized in the instance that it becomes available. However, due to the language assistance resources made available by the agency to LEP persons (see the accompanying Language Assistance Plan) it is not estimated that barriers to service due to native language literacy would prevent LEP persons from accessing the agency's programs or services at this time.

Factor 1c: Whether LEP persons are underserved by the recipient due to language barriers

Based on infrequent interaction with LEP persons, facility personnel do not believe LEP persons are underserved due to language barriers.

Factor 2: The frequency with which LEP persons come into contact with the program

The agency reports that LEP persons rarely come into contact with CBSTBS.

Factor 3: The Nature and Importance of the Program, Activity, or Service in People's Lives

CBSTBS offers transportation to their residents enabling them greater mobility and access to critical services. Trip purposes include, but are not limited to, medical appointments, social activities, and engaging in regular daily activities. These services are deemed important for their residents' lives.

Factor 4: The resources available to the recipient for LEP outreach, as well as the costs associated with that outreach

CBSTBS will have use of written translation services through the Nebraska Department of Transportation, as well as general Title VI assistance and oversight.

CBSTBS Language Assistance Plan

CBSTBS currently has access to document translation assistance through the Nebraska Department of Transportation, as well as general Title VI assistance and oversight through this agency. Using this resource, CBSTBS's Title VI Notice to the Public, Discrimination Complaint Form, and Discrimination Complaint Procedures Form have been translated into Spanish for upon-request public distribution. The agency will take reasonable steps to assist LEP persons who may choose to access its programs and services in the future.

Additionally, CBSTBS transit personnel will be assisted by non-transit staff in facilitating interactions with LEP persons; for example, by arranging an interpreter or translator if needed.

Monitoring, Evaluating, and Updating the LEP Plan

CBSTBS will update the current Language Assistance Plan as required. At minimum, the plan will be reviewed and updated every three years. Updates may include the following:

The number of documented LEP person contacts encountered since the last update. Description of how the needs of LEP persons have been addressed.

- Determination of the current LEP population within the agency service area.
- Determination of whether the need for language assistance has changed.
- Determination of whether local language assistance has been effective and sufficient at meeting needs.
- Determination of whether the agency's available outreach resources are sufficient to supply necessary language assistance.
- Determination of whether complaints have been received concerning the agency's failure to meet the needs of LEP persons.

Employee Training

CBSTBS's transit personnel are required to review the current Title VI Program document and sign a written statement declaring their understanding of their obligation to provide service regardless of race, color, or national origin.

Necessary personnel will be familiar with the agency's procedures for handling a potential Title VI complaint.

Additional resources for employee training include a Title VI training workshop hosted by the Nebraska Department of Transportation and the University of Nebraska, and ongoing Title VI assistance and oversight provided by the Nebraska Department of Transportation and University of Nebraska at Omaha.

9. Minority Representation on Planning and Advisory Bodies

Title 49 CFR Section 21.5(b)(1)(vii) states that a recipient may not, on the grounds of race, color, or national origin, "deny a person the opportunity to participate as a member of a planning, advisory, or similar body which is an integral part of the program." Recipients that have transit-related, nonelected planning boards, advisory councils or committees, or similar committees, the membership of which is selected by the recipient, must provide a table depicting the racial breakdown of the membership of those committees, and a description of efforts made to encourage the participation of minorities on such committees:

CBSTBS does not have a non-elected, transit-related planning board, advisory council, or other such committee. In the event that such a body were to be established prior to the next Title VI Program submission, the following table (pictured below) would be used to depict the racial makeup of said council or committee.

Sample Minority Representation Table

MINORITY REPRESENTATION TABLE							
# of non-elected members	% Caucasian	% African American	% Latino	% Asian American	% Native American	Other Ethnicity	Notes

10. Requirement to Provide Assistance to Subrecipients: N/A

CBSTBS is not a primary recipient and is therefore exempt from this requirement.

11. Monitoring of Subrecipients: N/A

CBSTBS is not a primary recipient and is therefore exempt from this requirement.

12. Equity Analysis to Determine Site or Location of Facilities

Title 49 CFR Section 21.9(b)(3) states, "In determining the site or location of facilities, a recipient or applicant may not make selections with the purpose or effect of excluding persons from, denying them the benefits of, or subjecting them to discrimination under any program to which this regulation applies, on the grounds of race, color, or national origin; or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the Act or this part." Title 49 CFR part 21, Appendix C, Section (3)(iv) provides, "The location of projects requiring land acquisition and the displacement of persons from their residences and businesses may not be determined on the basis of race, color, or national origin." For the purposes of this requirement, "facilities" does not include bus shelters, as these are transit amenities and are covered in Chapter IV, nor does it include transit stations, power substations, etc., as those are evaluated during project development and the NEPA process. Facilities included in this provision include, but are not limited to, storage facilities, maintenance facilities, operations centers, etc.

CBSTBS has not conducted a project requiring land acquisition or the displacement of persons during the current reporting period.

In possible future circumstances, CBSTBS will ensure that both environmental analysis and Title VI environmental justice requirements are incorporated into the scope of work for all facilities projects. The agency will complete a Title VI equity analysis during the planning stage with regard to where a project is located or sited to ensure the location is selected without regard to race, color, or national origin. The agency will engage in outreach to persons potentially impacted by the siting of facilities. The Title VI equity analysis will compare the equity impacts of various siting alternatives, and the analysis will occur prior to the selection of the preferred site.

When evaluating the locations of facilities, CBSTBS will give attention to other facilities with similar impacts in the area to determine whether any cumulative adverse impacts might result. Analysis will be conducted at the Census tract or block group, where appropriate, to ensure that proper perspective is given to localized impacts.

If the agency determines that the location of a project will result in a disparate impact on the basis of race, color, or national origin, the agency will only locate the project in that location if there is a substantial legitimate justification for locating the project there, and when there are no alternative locations that would have a less disparate impact on the basis of race, color, or nation origin. The agency will show how both tests are met, and will consider and analyze alternatives to determine whether those alternatives would have less of a disparate impact on the basis of race, color, or national origin; the agency will then implement the least discriminatory alternative.

13. Requirement to Provide Additional Information upon Request

FTA may request, at its discretion, information other than that required by [FTA Circular 4702.1B] from a recipient in order for FTA to investigate complaints of discrimination or to resolve concerns about

possible noncompliance with DOT's Title VI regulations.

CBSTBS will fully cooperate with any FTA investigation of discrimination complaints to the extent required by Title VI regulations.

Requirements and Guidelines for Fixed-Route Transit Providers: N/A

CBSTBS is not a provider of fixed route transportation and is therefore exempt from this requirement.

Requirements for States: N/A

Requirements for Metropolitan Planning Organizations: N/A

FTA Compliance Reviews: N/A