

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

Tuesday, June 6, 2023 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Bryan Rice, Christ the King Lutheran Church, 7308 S. 42nd 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. (*) Approval of the May 16, 2023 City Council Minutes.
6. (*) APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS:
 - a. (*) Tuesday, July 4th meeting to be held on Wednesday, July 5th @ 6:00 PM.
9. APPROVED CITIZEN COMMUNICATION: NONE RECEIVED
10. LIQUOR LICENSES:
 - a. Recommend to the Nebraska Liquor Control Commission (NLCC) the approval of the application for Grandmother's Inc. dba "Don & Millie's" for a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, at 2208 Pratt Avenue, Bellevue, 68123 and Dean F. Rasmussen as Manager. (City Clerk)
 - b. Recommend to the Nebraska Liquor Control Commission (NLCC) the approval of the application for Kaiyo Sushi LLC dba "Kaiyo Sushi" for a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, at 3503 Samson Way Ste. 1, Bellevue, 68123 and Hong Zheng as Manager. (City Clerk)
11. ORDINANCES FOR ADOPTION (3rd reading): NONE
12. ORDINANCES FOR PUBLIC HEARING (2nd 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)
13. ORDINANCES FOR INTRODUCTION (1st reading):
 - a. ++Ordinance No. 4124: Request to rezone Lots 1 and 2, Childs Estate Acres Replat 7, being a replat of Lot 8, Replat Childs Estate Acres, and Lot 23, Childs Estate Acres, from RG-50 and RS-84 to RG-50 and RS-84, for the purpose of a lot line adjustment. Applicants: Bonifacio Ascencio and Eric Cano. General location: 1001/1003 Virginia Street. (Planning Manager)
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
 - a. Recommendation to approve an Event Application for Kevin Power to host his Private Event "10th Annual Pak-the-Pantry Neighborhood Collection Party" at his home, 108 Fox Meadow Court, from 6:00 p.m. to 12:00 a.m. (Live Music from 8:00 p.m. to 11:00 p.m.) on Saturday, July 22, 2023 and to waive the \$50 Event Fee. (City Clerk)
 - b. Recommend approval of application from Kiwanis Club of Bellevue-Offutt for the Arrows to Aerospace Celebration on Friday, August 18, 2023 at the Senior Center from 11:00 a.m. to 3:00 p.m. and Saturday, August 19, 2023, Mission Avenue and Washington Park from 6:00

a.m. to 4:00 p.m. and to waive the event fee. (City Clerk)

15. RESOLUTIONS:

- a. ++Resolution No. 2023-13: Amending the Master Fee Schedule regarding trash and recycling collection fees and to authorize the Mayor to sign. (Public Works/Wastewater)
- b. Resolution No. 2023-14: Approving the proposed FY 2023-2024 Budget for the Sarpy County and Cities Wastewater Agency and authorizing the Mayor to sign. (Public Works Director/Wastewater Superintendent)
- c. Resolution No. 2023-15: Approving the First Amendment to Interlocal Agreement with Sarpy County and Cities Wastewater Agency for the Contribution and Allocation of Omaha Public Power District Payments in Lieu of Taxes and authorize the Mayor to sign. (Public Works Director/Wastewater Superintendent)

16. CURRENT BUSINESS:

- a. Approve and authorize the Mayor to sign the agreement with JEO Consulting Group Inc. for Engineering Services assisting with review of Post Construction Stormwater Permit (PCSMP), in an amount not to exceed \$39,000.00. (Public Works Director)
- b. Approve and authorize the Mayor to sign the agreement with Embris Group for the Olde Towne Cured-In-Place-Pipe (CIPP) Rehabilitation Package, in an amount not to exceed \$91,970.00. (Public Works Director)
- c. Approve the Acquisitions, Permanent and Temporary Easements for Phase 2 of the 36th Street Improvement Project, in an amount not to exceed \$37,610.00. (Public Works Director)
- d. Approve and authorize the Mayor to sign the Omaha Integrative Care Client Agreement to provide (2) sessions for the Young Adult Summer Library Program, funded by the Bellevue Library Foundation. (Library Director)
- e. ++Approve and authorize the Mayor to sign Settlement and Payment Plan Agreement with L&J Asset Holdings, LLC. (Administration/Legal)
- f. ++Approve and authorize the Mayor to sign a Waiver of Interest and Bond Agreement with L&J Asset Holdings, LLC. (Administration/Legal)
- g. ++Approve and authorize the Mayor to sign an agreement with Olsson Inc. to provide Professional Traffic Engineering Services, in an amount not to exceed \$68,081.00. (Public Works Director)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports
(May report attached to Council packet.)

18. CLOSED SESSION:

- a. Strategy session with respect to collective bargaining and pending litigation.
- b. Personnel Matters

19. ADJOURNMENT

MINUTE RECORD

Bellevue City Council Meeting, May 16, 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 16th day of May 2023 at 6:00 p.m. Present were Council Members Rich Casey, Paul Cook, Jerry McCaw, Don Preister, and Thomas Burns. Absent was 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 introduced Boy Scout Troop 305 and invited them to lead in the Pledge of Allegiance. Dr. Rick Janelle, Lead Teaching Minister, Bellevue Church of Christ, 2311 Madison Street, gave the invocation.

OPEN MEETINGS ACT

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

APPROVAL OF THE AGENDA:

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

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

APPROVAL OF THE CONSENT AGENDA:

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

Consent agenda included the following items: Acknowledge receipt of the April 19, 2023 Bellevue Board of Adjustment Minutes; Acknowledge receipt of the April 27, 2023 Planning Commission Minutes; Approval of the May 2, 2023 Board of Equalization Minutes; Approval of the May 2, 2023 City Council Minutes; Claims; 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; and Recommendation to approve the updated Non-Discrimination Plan for 2023.

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

SPECIAL PRESENTATIONS:

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

Mayor Hike read the proclamation declaring May 21-27, 2023 as "National Public Works Week" and presented it to Mr. Dave Goedeken, Public Works Director. Several members of the Public Works Department were present as well.

Presentation by Mayor Hike

Mayor Hike recognized Mr. Jim Shada, Parks and Recreation Superintendent for his forty-five years of service with the City of Bellevue.

Mayor Hike recognized Assistant Fire Chief Steve Betts for his forty-five years of service with the City of Bellevue, along with an additional five years he served as a volunteer with the Bellevue Fire Department.

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION:

Judith Mansisidor - Topic for Consideration

Ms. Judith Mansisidor, 13804 Tregaron Drive, requested the City Council place an ordinance on the next ballot to outlaw abortion in the City of Bellevue.

MINUTE RECORD

Bellevue City Council Meeting, May 16, 2023, Page 2

LIQUOR LICENSES:

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)

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

The applicant was present to answer any questions.

No one in the audience came forth to speak in support of or in opposition to the application.

Mayor Hike declared the public hearing closed.

Motion was made by Cook, seconded by Casey, to recommend approval to the Nebraska Liquor Control Commission (NLCC) 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.

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.

ORDINANCES FOR ADOPTION: (Third Reading): NONE

ORDINANCES FOR PUBLIC HEARING: (Second Reading)

ORDINANCES FOR INTRODUCTION (First Reading):

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)

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.

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on June 6, 2023.

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)

Councilman Cook explained the City Council voted to postpone this item until the June 20th meeting. However, the City received a request from Mr. Ritz and the property owner, to have this item placed on tonight's agenda. As the resolution of the matter affects the ability of Mr. Ritz to close on his potential purchase of the property, he will be making a motion to suspend the rules.

Motion made by Cook, seconded by McCaw, to suspend the rules and have items 14a. and 14a1. open for public hearing and vote on the item at tonight's meeting. 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.

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

Mr. Eric Ritz, 1402 Hancock Street, explained he met with his banker after the previous City Council meeting. His banker advised he cannot close on the loan with the pending resolution for condemnation still outstanding. He is requesting a vote be made on the resolution to remove the condemnation status so he can proceed and close on the loan.

Councilman Cook referred to the letter from the bank Mr. Ritz sent to the City Council. He clarified with Mr. Ritz if the resolution for demolition is removed, he will be able to close on the property on May 24th. Mr. Ritz replied correct.

Mr. Steve Hurlbutt, 224 Missouri River Road, current owner of the property, stated he is in support of Mr. Ritz request to have the resolution to condemn be removed.

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Councilman Cook questioned Mr. Christensen if removal of the resolution is a logical path to go down. He questioned what an appropriate timeline for the potential buyers to receive permits would be so the property can be made habitable.

Mr. Mike Christensen, Chief Building Inspector, explained historically a resolution has never been removed without closure. He advised if the resolution is removed, the red tag would remain in place, and the property would be uninhabitable. If work doesn't happen as stated, a condemnation procedure would need to be started all over to bring forward another resolution to condemn. The red tag, by ordinance, stays in place until the structure becomes habitable or the structure is demolished. Once the property has been closed on, the timeline would be six months for the construction to be completed.

Mr. Patrick Sullivan, 1246 Golden Gate Drive, representative of the seller of the property. He explained the bank will not proceed unless the resolution is removed. He advised it is very tight work force for contractors, however the buyers will get things moving quickly. He mentioned under the circumstances he doesn't see any other choice but to remove the resolution.

No one else in the audience came forth to speak in support of or in opposition to the application.

Councilman Casey questioned Mr. Ritz if six months is a reasonable amount of time. Mr. Ritz responded yes. The biggest obstacle is finding contractors. He has secured an electrical contractor and HVAC contractor. He is still receiving bids from plumbers. He mentioned he is financially inclined to push the project as fast as possible. The longer the structure is uninhabitable, he cannot start to collect rents without a certificate of occupancy.

Councilman Casey inquired if the issue of the red tag is a concern with the bank. Mr. Ritz stated he has not asked that question. He does not feel it would be because the red tag is for the structure not being habitable. The banker knows the structure is not habitable, whether there is a red tag or not, because there is no certificate of occupancy.

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

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)

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

No one in the audience came forth to speak in support of or in opposition to the application.

Mayor Hike declared the public hearing closed.

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

RESOLUTIONS:

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

Motion was made by Cook, seconded by Burns, to approve Resolution No. 2023-12: Authorizing the commemorative street naming in honor of Officer James Muhlbauer and Champ and authorizing the Mayor to sign. 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.

CURRENT BUSINESS:

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)

Motion was made by Casey, seconded by Burns, to 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. Roll call vote

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Bellevue City Council Meeting, May 16, 2023, Page 4

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

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)

Motion was made by Burns, seconded by McCaw, to 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. 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.

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)

Motion was made by Casey, seconded by Burns, to 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. 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.

Approve and authorize the Mayor to sign the 4th Amendment to the Purchase Agreement with Redwood Development. (Legal)

Motion was made by Cook, seconded by McCaw, to approve and authorize the Mayor to sign the 4th Amendment to the Purchase Agreement with Redwood Development. 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.

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)

Motion was made by McCaw, seconded by Burns, to 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. 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.

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

CLOSED SESSION: NONE

ADJOURNMENT

There being no further business to come before the Council at this time, on motion by Burns, seconded by Preister, the meeting was adjourned at 6:45 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 16, 2023; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Susan Kluthe, City Clerk

MINUTE RECORD

*6.
6/6/2023

CLAIMS FOR JUNE 6, 2023

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CITY ADMINISTRATION

BLACK HILLS ENERGY	2023/03/30-05/01 MONTHLY SERVICE	266.75
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/04/20-2023/05/19	190.67
METROPOLITAN UTILITIES DIST	2023/04/06-05/04 MONTHLY SERVICE	30.25
MIDLANDS PRINTING	LETTERHEAD, ENVELOPES, BUS CARDS	647.14
OMAHA PUBLIC POWER DISTRICT	2023/04/10-05/11 MONTHLY SERVICE	329.83
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-MAY 2023	90.72
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-MAY 2023	180.81
		<u>\$ 1,736.17</u>

LEGAL

BLACK HILLS ENERGY	2023/03/30-05/01 MONTHLY SERVICE	47.07
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-MAY 2023	30.24
OMAHA PUBLIC POWER DISTRICT	2023/04/10-05/11 MONTHLY SERVICE	58.21
		<u>\$ 135.52</u>

CABLE ADVISORY

BLACK HILLS ENERGY	2023/03/30-05/01 MONTHLY SERVICE	235.37
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-MAY 2023	60.48
METROPOLITAN UTILITIES DIST	2023/04/06-05/04 MONTHLY SERVICE	22.69
OMAHA PUBLIC POWER DISTRICT	2023/04/10-05/11 MONTHLY SERVICE	291.03
		<u>\$ 609.57</u>

CITY CLERK

BLACK HILLS ENERGY	2023/03/30-05/01 MONTHLY SERVICE	407.97
GRETNA GUIDE & NEWS	LEGAL ADS	661.28
METROPOLITAN UTILITIES DIST	2023/04/06-05/04 MONTHLY SERVICE	39.32
OMAHA PUBLIC POWER DISTRICT	2023/04/10-05/11 MONTHLY SERVICE	504.45
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-MAY 2023	60.48
ROYCE CORNHUSKER, LLC	TIF #8977 INTEREST MAY 2023	8,358.87
TRISTAR	WORK COMP FUNDING-APR 2023	2,481.29
		<u>\$ 12,513.66</u>

FINANCE/RISK MANAGEMENT

BLACK HILLS ENERGY	2023/03/30-05/01 MONTHLY SERVICE	345.21
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/04/09-2023/05/08	340.67
INDOFF, INC	OFFICE SUPPLIES	165.98
METROPOLITAN UTILITIES DIST	2023/04/06-05/04 MONTHLY SERVICE	33.28
OMAHA PUBLIC POWER DISTRICT	2023/04/10-05/11 MONTHLY SERVICE	426.84
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-MAY 2023	211.68
		<u>\$ 1,523.66</u>

LIBRARY

BELLEVUE PRINTING COMPANY	WINDOW ENVELOPES	132.82
BLACK HILLS ENERGY	2023/03/30-05/01 MONTHLY SERVICE	125.05
CENGAGE LEARNING, INC	BOOKS	1,168.39
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	89.88
DEMCO	SUPPLIES	491.32
GRAND ISLAND PUBLIC LIBRARY	DAMAGED BOOK	30.00

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LIBRARY (CONT'D)

INDOFF, INC	OFFICE SUPPLIES	197.61
INGRAM LIBRARY SERVICES	BOOKS	2,927.78
LIBRARY IDEAS	BOOKS	382.44
METROPOLITAN UTILITIES DIST	2023/04/07-05/04 MONTHLY SERVICE	110.84
NEBRASKA LIBRARY COMMISSION	EBSCO CONSUMER REPORTS SUBS 2023/07/01-2024/06/30	2,601.00
OVERDRIVE, INC	BOOKS	405.00
PRONUNCIATOR	PRONUNCIATOR SUBSCRIPTION 2023/07/01-	1,850.00
QUADIENT FINANCE USA, INC	POSTAGE REFILL	767.07
QUADIENT LEASING USA, INC	2023/06/03-2023/09/07 POSTAGE METER LEASE	282.33
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-MAY 2023	241.92
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		\$ 11,803.45

ADMINISTRATIVE SERVICES/PERSONNEL

BENEFIT PLANS	ADMIN FEES QUARTER END 2023/03/31	1,062.50
BEST CARE EAP	EAP ANNUAL FEE 2023/04/01-2024/03/31	5,481.70
BLACK HILLS ENERGY	2023/03/30-05/01 MONTHLY SERVICE	266.75
IDEAL PURE WATER COMPANY	BOTTLED WATER	50.50
METROPOLITAN UTILITIES DIST	2023/04/06-05/04 MONTHLY SERVICE	25.71
OMAHA PUBLIC POWER DISTRICT	2023/04/10-05/11 MONTHLY SERVICE	329.83
ONE SOURCE	BACKGROUND CHECKS	57.00
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-MAY 2023	241.92
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-MAY 2023	3,041.56
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		\$ 10,557.47

CODE ENFORCEMENT

BELLEVUE PRINTING COMPANY	NOTICES PRINTING	695.43
BLACK HILLS ENERGY	2023/03/30-05/01 MONTHLY SERVICE	15.30
GREAT PLAINS UNIFORMS	SAFETY BOOTS-J BOCKMAN	199.99
METROPOLITAN UTILITIES DIST	2023/04/06-05/05 MONTHLY SERVICE	9.19
OMAHA PUBLIC POWER DISTRICT	2023/04/10-05/11 MONTHLY SERVICE	105.76
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-MAY 2023	211.68
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-MAY 2023	571.33
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		\$ 1,808.68

PUBLIC WORKS

ALFRED BENESCH & COMPANY	BPW-220814 FIBER OPTIC 2023/04/10-2023/05/07	24,170.75
ALFRED BENESCH & COMPANY	BPW-220915 PRO SVCS 2023/03/13-2023/05/07	1,070.00
BLACK HILLS ENERGY	2023/03/30-05/01 MONTHLY SERVICE	25.70
METROPOLITAN UTILITIES DIST	2023/04/06-05/05 MONTHLY SERVICE	15.43
MIDLANDS PRINTING	LETTERHEAD, ENVELOPES, BUS CARDS	100.40
OMAHA PUBLIC POWER DISTRICT	2023/04/10-05/11 MONTHLY SERVICE	177.61
REFLECTIVE APPAREL FACTORY, INC	SAFETY UNIFORMS	967.50
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-MAY 2023	181.44
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-MAY 2023	51.05
		<hr/>
		\$ 26,759.88

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PARKS

ALEXANDER LAWN & LANDSCAPE, INC	MOWING, BLANKET SPRAYING	6,470.60
A-RELIEF SERVICES	PORTABLE RESTROOM-STONECROFT PARK	1,002.00
BLACK HILLS ENERGY	2023/03/30-05/01 MONTHLY SERVICE	583.05
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/04/18-2023/05/17	7.27
DULTMEIER SALES LLC	PUMP, HOSE, BUSHING, SUPPLIES, FITTINGS	426.85
HDR ENGINEERING, INC	BPW-211123 WW COLLECTION SYS 2023/04/02-2023/05/06	4,870.85
HUGHES TREE SERVICE	TREE REMOVAL WASHINGTON PARK, BANDLYTOWN	3,200.00
JENSEN WELL COMPANY	VALVE MAINTENANCE-FREEDOM PARK	587.00
LAMP RYNEARSON & ASSOCIATES	BPW-210516-PARK MASTER PLAN THRU	18,967.40
MENARDS	WOOD STAKES	35.57
METROPOLITAN UTILITIES DIST	2023/04/01-05/04 MONTHLY SERVICE	2,019.58
METROPOLITAN UTILITIES DIST	INSTALL METER/IMPACT FOR BIKE TRAIL DRINKING FOUNTAIN	1,902.00
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-MAY 2023	272.16
TRISTAR	WORK COMP FUNDING-APR 2023	169.50
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-MAY 2023	2,088.12
WESTLAKE ACE HARDWARE	WIRE ROPE, ANCHOR SHACKLES	251.99
		<hr/>
		\$ 42,853.94

RECREATION

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/04/11-2023/05/10	48.62
JAMAAL FAISON	REFUND TRACK CLUB	40.00
JO DONS	REPLACE LETTERING ON BANNER	60.00
NANCY C LINARES	REFUND DEPOSIT FOR REED CENTER	375.00
LISA FANGMAN	REFUND SWIMMING LESSONS	40.00
METROPOLITAN UTILITIES DIST	2023/04/07-05/04 MONTHLY SERVICE	104.29
MIDWEST IMPRESSIONS	TRACK, UMPIRE SHIRTS, YOUTH & TODDLER T-SHIRTS	3,632.04
MUSIC PERFORMANCE TRUST FUND	MUSIC IN THE PARK 2023	1,900.00
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-MAY 2023	60.48
TRICO MECHANICAL SERVICES	A/C MAINTENANCE-BALDWIN FIELD	823.25
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-MAY 2023	208.92
WESTLAKE ACE HARDWARE	KEYS, ID TAGS, TAPE, GLOVES, SUPPLIES	153.84
		<hr/>
		\$ 7,446.44

FACILITY MAINTENANCE

AE SUPPLY	BRASS RETAINER NUT-WASH PARK FOUNTAIN	70.00
AQUA-CHEM	CHEMICALS FOR POOLS	2,669.95
BIG RED LOCKSMITHS	DUPLICATE KEYS-POOLS	18.00
BLACK HILLS ENERGY	2023/03/30-05/01 MONTHLY SERVICE	1,085.59
DIAMOND VOGEL, INC	PAINT FOR POOLS	1,267.84
DWAYNE NIELSEN	CLEAR DRAIN-DIST 2	240.00
GRANT ZIMMER	REIMB CDL LICENSE FEE	64.00
IDEAL PURE WATER COMPANY	BOTTLED WATER	30.00
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	273.63
MENARDS	SUPPLIES, PAINT SUPPLIES, PLUMBING SUPPLIES, WALL ANCHORS, BATTERIES	511.37
METROPOLITAN UTILITIES DIST	2023/04/01-05/04 MONTHLY SERVICE	281.50
OVERHEAD DOOR CO OF OMAHA	WALL BUTTON FOR GARAGE DOOR	62.00
PILGRIMS LANDING GARDEN CLUB	MULCH, PLANTS	1,393.78
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-MAY 2023	302.40

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FACILITY MAINTENANCE (CONT'D)

ROCHESTER MIDLAND CORPORATION	WATER ENERGY TEAM FIXED BILLING-MAY 2023	333.84
SECURITY EQUIPMENT	SECURITY MONITORING 2023/05/01-2023/07/31	4,154.70
SHERWIN WILLIAMS CO	PAINT-DOWDING POOL	231.80
SHINE OF OMAHA	WINDOW CLEANING-1500 WALL ST	1,330.00
STANDARD HEATING & A/C	SERVICE AGREEMENT	141.15
THE HOME DEPOT PRO	JANITORIAL SUPPLIES	2,607.22
TREES SHRUBS AND MORE	MULCH, PLANTS	94.50
TRICO MECHANICAL SERVICES	A/C SERVICE-HAWORTH TRAILER	343.86
TRISTAR	WORK COMP FUNDING-APR 2023	1,644.40
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-MAY 2023	625.11
VOSS LIGHTING	JANITORIAL SUPPLIES	1,253.08
WESTLAKE ACE HARDWARE	KEYS, MENDER HOSE, BATTERIES, NOZZLE	127.50
		<hr/>
		\$ 21,157.22

CEMETERY

BLACK HILLS ENERGY	2023/03/30-05/01 MONTHLY SERVICE	39.76
DULTMEIER SALES LLC	SPRAY WAND, NOZZLE	87.85
MENARDS	TOP SOIL, MULCH	190.95
METROPOLITAN UTILITIES DIST	2023/04/07-05/04 MONTHLY SERVICE	96.11
PULVERENTE MONUMENT COMPANY, LLC	MAUS DOORS	240.00
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-MAY 2023	90.72
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-MAY 2023	132.58
		<hr/>
		\$ 877.97

STREETS

ALFRED BENESCH & COMPANY	BPW-220813 STREETSCAPING 2023/04/10-	17,729.31
ALFRED BENESCH & COMPANY	BPW-171101 GREGG RD IMP 2022/12/19-	1,002.46
ALL TRAFFIC SOLUTIONS	KEYS FOR SENTRY BOX	15.00
B & B TECHNOLOGIES	150 GAL TANK AND NOZZLES	14,872.20
BLACK HILLS ENERGY	2023/03/30-05/01 MONTHLY SERVICE	671.67
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/04/12-2023/05/11	39.88
COMMONWEALTH ELECTRIC CO OF THE MIDWEST	BPW-220107 GALVIN INTERSECTION THRU 2023/05/06	252,442.48
HGM ASSOCIATES INC	BPW-211224 BRIDGE APPROACH HARLAN DR THRU 2023/04/30	6,347.60
HGM ASSOCIATES INC	BPW-230105 PW BLDG RENOVATION THRU	5,625.00
INDEPENDENT SALT CO	ICE CONTROL SALT	1,580.63
JACOBS ENGINEERING GROUP, INC	BPW-210106 STORM DRAINAGE WHITTED CRK 2023/02/25-2023/04/28	20,966.50
JACOBS ENGINEERING GROUP, INC	BPW-230306 STORM DRAINAGE 2023/04/01-04/30	21,558.81
LOGAN CONTRACTORS SUPPLY	HAND EDGER, LUTE, WAX	428.10
MARTIN ASPHALT	BULK OIL	712.00
MENARDS	DUSTPAN, HEX BOLTS, LUMBER, TOOLS, LEVEL,	708.10
METRO LANDSCAPE MATERIALS AND	MULCH	528.00
METROPOLITAN UTILITIES DIST	2023/04/06-05/04 MONTHLY SERVICE	523.89
OMAHA PUBLIC POWER DISTRICT	2023/03/30-05/11 MONTHLY SERVICE	1,346.56
OMNI ENGINEERING	ASPHALT	3,731.60

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STREETS (CONT'D)

READY MIXED CONCRETE COMPANY	CONCRETE	23,566.58
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-MAY 2023	967.68
THE SOD COMPANY	25 ROLLS OF SOD	81.00
TRISTAR	WORK COMP FUNDING-APR 2023	15,650.12
UNION PACIFIC RAILROAD COMPANY	SCHILLING DR-UNION PACIFIC AGREEMENT	437.50
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-MAY 2023	4,644.43
WESCO DISTRIBUTION	STABILIZER POLES	1,300.00
WESTLAKE ACE HARDWARE	GLUE, HWH SELF DRILL, PIPE-GENERATOR, FLAG	83.87
WILLIAM M BREWER	REIMB COMMERCIAL PERMIT	15.00
		<u>\$ 397,575.97</u>

FLEET MAINTENANCE

911 CUSTOM, LLC	LED FLASHERS, NEW CONSOLES, SIREN SYSTEM, CONTROLLERS FOR K9	36,404.00
AA WHEEL & TRUCK SUPPLY, INC	LED UNI-LIGHT W/GROMMET	78.60
ALLIED OIL & SUPPLY COMPANY	OIL	899.54
ANDERSON INDUSTRIAL ENGINES CO	ENGINE-ST106	437.40
APS LIGHTING & SAFETY PRODUCTS CO	WORK FLOOD LIGHT	321.52
ASPEN EQUIPMENT CO	ANNUAL INSPECTION	333.50
AUTO VALUE PARTS - SOUTH OMAHA	BAG PEEL TYPE RIVET, FILTERS, FUSES, VALVE, PLUGS,V-BELTS, PARTS	503.21
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS, STAND	686.65
AUTOZONE, INC	RAPID SEAL KITS	16.99
BAUER BUILT TIRE & SERVICE	TIRES	7,203.90
BAXTER FORD	STEP ASSEMBLY, WIRING, CONNECTORS, CAMERA, SWITCHES, SENSORS, VISOR CLIPS, PARTS KIT	3,421.73
BAXTER FORD OF PAPILLION		58.53
BAXTER FORD OF PAPILLION	CREDIT-KIT	(58.53)
BLACK HILLS ENERGY	2023/03/30-05/01 MONTHLY SERVICE	528.80
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/04/20-2023/05/19	59.49
CONNECTED AUTOMOTIVE SYSTEM	TECH DISGNOSTIC APP SUBSCRIPTION	6,213.00
CORNHUSKER INTERNATIONAL TRUCKS	SEAL, OIL, CHAMBER, GASKETS, GEAR PUMP, INJECTOR, VALVES, FUEL PUMP	2,403.30
CUMMINS SALES AND SERVICE	RCN COOLER, INJECTOR SEALS, GASKET BREATHER	71.30
DULTMEIER SALES LLC	STRAINER, SPRAY WAND, PUMP	416.12
EDWARDS CHRYSLER DODGE JEEP RAM	CUSHION SEAT, COUPLING, SENSOR, STRUT	423.86
FACTORY MOTOR PARTS CO	FLAMMABLE CEMENT, ACTUATOR, FILTERS	93.03
FARM PLAN	MODULES, BAR OIL, SHIFTER MODULE, BLOWER	2,174.87
GALVIN GLASS	WINDSHIELD REPAIR	34.90
GRAHAM TIRE COMPANY	TIRES	1,177.32
GRAINGER	CONCRETE FLOOR CLEANER, GLOVES	328.75
IDEAL PURE WATER COMPANY	BOTTLED WATER	87.25
INTERSTATE BATTERIES	BATTERIES	770.98
J & J SMALL ENGINE SERVICE	ANTI ROLLER SCALP, NOTCHED BLADES	812.78
JIM HAWK TRUCK TRAILERS	AUTO SLACK, CLEVIS KIT, BRACKET	396.10
JONES AUTOMOTIVE	DIRECTIONAL LIGHT, REPAIR AC HOSE	464.34
KRIHA FLUID POWER CO	TRIPLE-LOK PLUGS, FITTINGS, COUPLERS	542.11
LIBRA SAFETY PRODUCTS	LENS CLEANING WIPES	48.80
LIONS AUTOMOTIVE, I NC	BUILD SEAT FOR PO403	880.00
LOGAN CONTRACTORS SUPPLY	TURN BUCKLE W/NUT	210.00
MACQUEEN EQUIPMENT, LLC	RUBBER BUMPER, REAR LATCH, SERVICE WORK, COOLANT TUBE	876.15
MATHESON TRI-GAS INC	WELDING SUPPLIES	578.55
MENARDS	CARRIAGE BOLTS, PLUGS, LUMBER, EYE BOLTS, EXT DRIVES, BANDSAW, BLADES	559.50

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FLEET MAINTENANCE (CONT'D)

METROPOLITAN UTILITIES DIST	2023/04/06-05/04 MONTHLY SERVICE	124.69
NAPA AUTO PARTS	FLASHER, FILTERS, BRAKE PARTS CLEANER, CARB CLEANER, DISC PADS, ROTORS,	2,678.02
NEBRASKA IOWA INDUSTRIAL FASTENERS	NYLON EYELETS, TERMINALS, DRILL BITS, RETAINERS, RIVETS, NUTS	1,232.79
PERFORMANCE ADVANTAGE COMPANY	TOOL BOARD MOUNTING SCREWS	88.69
POWERPLAN	HYD TUBES FOR BACKHOE BOOM, FILTERS, SENSORS, FUEL LINES, SEALS, CLAMPS	4,888.83
RDO TRUCK CENTERS	SWITCH	253.86
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-MAY 2023	483.84
RIVER CITY/METRO LANDSCAPING	TIRE DISPOSAL FEE	1,177.04
STATE STEEL	STEEL MATERIAL, FLOOR PLATE	4,485.35
TEXTRAIL TRAILER PARTS	STAKE POCKET	8.04
THERMO KING CHRISTENSEN	STARTER FOR ST24A	274.28
TOOL SHED OF OMAHA	CUTOFF WHEEL, FLANGE NUTS, TIP HOLE SAWS	435.27
TRUCK CENTER COMPANIES-OMAHA	TURBOCHARGER ACTUATOR	1,893.71
TURFWERKS	PINS FOR MOWER	126.72
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-MAY 2023	685.88
WALKERS UNIFORM RENTAL	UNIFORM CLEANING SERVICE, FENDER COVERS	599.76
WESTLAKE ACE HARDWARE	STOP NUTS	44.99
		<u>\$ 89,940.10</u>

SOLID WASTE

PAPILLION SANITATION	GLASS RECYCLING	1,136.35
PAPILLION SANITATION	TRASH HAULING FEES-APR 2023	333,740.18
		<u>\$ 334,876.53</u>

PLANNING

BLACK HILLS ENERGY	2023/03/30-05/01 MONTHLY SERVICE	23.24
BELLEVUE PRINTING COMPANY	ENVELOPES FOR PLANNING	237.25
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/04/18-2023/05/17	71.25
METROPOLITAN UTILITIES DIST	2023/04/06-05/05 MONTHLY SERVICE	13.96
OMAHA PUBLIC POWER DISTRICT	2023/04/10-05/11 MONTHLY SERVICE	160.65
PAPIO MISSOURI RIVER NRD	PAPILLION CREEK WATERSHED DUES	36,400.00
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-MAY 2023	90.72
		<u>\$ 36,997.07</u>

PERMITS & INSPECTIONS

BLACK HILLS ENERGY	2023/03/30-05/01 MONTHLY SERVICE	31.06
METROPOLITAN UTILITIES DIST	2023/04/06-05/05 MONTHLY SERVICE	18.65
OMAHA PUBLIC POWER DISTRICT	2023/04/10-05/11 MONTHLY SERVICE	214.65
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-MAY 2023	241.92
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-MAY 2023	1,038.43
		<u>\$ 1,544.71</u>

POLICE

ANDERSON FORD	2023 FORD F150 VIN#1FTFW1P89PKD32169	44,579.00
ANDERSON FORD	2023 FORD F150 VIN#1FTFW1P83PKD74577	44,579.00
ANDERSON FORD	2023 FORD F150 VIN#1FTFW1P88PKD74669	44,579.00
ANDREW JASHINSKE	REIMB PER DIEM-EVIDENCE BASED CONF	679.73
AT&T MOBILITY	2023/03/22-04/21 MONTHLY SERVICE	917.74
AXON ENTERPRISE, INC	TRAINING TASER CARTRIDGES	1,770.00

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POLICE (CONT'D)

BENEFIT PLANS	POLICE PENSION PLAN-MAY 2023-MD, JG, MG	8,817.56
BIG RED LOCKSMITHS	COMBO LOCKS	120.00
BLACK HILLS ENERGY	2023/03/30-05/01 MONTHLY SERVICE	550.38
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/04/17-2023/05/16	314.12
CIOX - HEALTHPORT	SUBPEONA FOR MEDICAL RECORDS	60.00
CITY OF BELLEVUE	SARPY COUNTY DMV - VEHICLE REGISTRATION A447	15.00
CITY OF LAVISTA	MANUALS FOR TRAINING	57.76
COMPCHOICE OCCUPATIONAL HEALTH	MEDICAL TESTING FOR NEW RECRUITS	602.16
COX BUSINESS SERVICES	2023/05/02-06/01 MONTHLY SERVICE	285.00
COX COMMUNICATIONS	SUBPEONA RECORDS FOR INVESTIGATIONS	50.00
DANIEL GERMAN	REIMB PER DIEM-INSTRUCTOR TRAINING	161.45
DANIEL WEBER	REIMB MEDICAL CHARGES	341.23
DILLON BROTHERS H-D BUELL	SLIP-ON MUFFLERS, BRAKE FLUID	2,707.87
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEE	50.00
ENTERPRISE FM TRUST	DEA VEHICLE LEASE - MAY 2023	557.32
FIRST RESPONDERS FOUNDATION	IN-HOUSE MENTAL HEALTH CLINICIAN-APR 2023	1,250.00
GALLO PROFESSIONAL POLYGRAPH	POLYGRAPH SERVICES	800.00
GRAPHIC DESIGNS INTERNATIONAL, LLC	GRAPHIC DECALS	5,398.96
GREAT PLAINS UNIFORMS	UNIFORM ITEMS, BALLISTIC VEST	3,254.98
GRP & ASSOCIATES, IN	MEDICAL WASTE BOXES	52.00
ICE MILLER LLP	PROFESSIONAL SERVICES THRU 2023/01/31	2,608.20
J P COOKE COMPANY	NOTARY STAMP-C BROWN	35.95
JACKSON SERVICES, INC	DOOR MAT SERVICE	239.71
JOE BAILEY	REIMB PER DIEM-MIDWEST REG CONF	147.50
JOHN E STUCK	REIMB PER DIEM-SWAT CMD CLASS	324.50
JOHN HANCOCK PENSIONS	POLICE RETIREMENT PENSION FUNDING	427,445.97
KISHAN MANNING	REIMB PER DIEM-EVOC TRAINING	324.50
MENARDS	27 GAL TOTES, HOOK & EYE	538.70
METROPOLITAN UTILITIES DIST	2023/04/06-05/05 MONTHLY SERVICE	330.45
MIKE PETTIT	REIMB PER DIEM-INSTRUCTOR TRAINING	161.76
MOTOROLA SOLUTIONS, INC	ANNUAL DEVICE LICENSE 2023/06/06-2024/06/05	3,120.00
NICHOLAS GREINER	REIMB PER DIEM-EVOC TRAINING	51.07
OMAHA PUBLIC POWER DISTRICT	2023/04/10-05/11 MONTHLY SERVICE	3,803.94
PRIORITY 1 FITNESS	SERVICE AGREEMENT 2023/06/01-2024/05/31	450.00
PROJECT LIFESAVER INTERNATIONAL	PROJECT LIFESAVER BANDS	251.54
RAPID GRAPHICS	STICKERS, MAGNETS FOR MOTORCYCLES	156.52
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-MAY 2023	3,932.40
SARPY COUNTY CHAMBER OF COMMERCE	LEADERSHIP SARPY-CLARY	1,450.00
SARPY COUNTY TREASURER (FISCAL ADMINISTRATION)	DATA PROCESSING, LRMS, LRP	15,298.58
SECURITY EQUIPMENT	CAMERA UPGRADE	4,343.17
STRYKER SALES CORPORATION	REPLACEMENT LIDS	91.00
THIN BLUE LINE OF LEADERSHIP LLC	NEXTGEN FIELD TRAINING SCHOOL	6,200.00
TRISTAR	WORK COMP FUNDING-APR 2023	40,810.93
TRI-TECH FORENSICS, INC	EVIDENCE SUPPLIES	172.05
U.S. CELLULAR	2023/04/04-05/03 MONTHLY SERVICE	266.48
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-MAY 2023	16,625.63
		<u>\$ 691,730.81</u>

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FIRE & RESCUE

AETNA	REFUND FOR DOUBLE PAYMENT-S KERR	364.58
AIRGAS USA, LLC	OXYGEN, CYLINDER RENTALS	415.78
BLACK HILLS ENERGY	2023/03/30-05/01 MONTHLY SERVICE	625.84
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	4,662.51
CREIGHTON PARAMEDICINE EDUCATION	BLS & ACLS CARD	272.50
DC ELECTRIC/HEARTLAND LIGHTING	CABLES FOR GENERATORS	2,104.00
GREAT PLAINS UNIFORMS	UNIFORM HAT-VOGEL	24.50
JUDITH OLSEN-FINK	REFUND FOR SERVICE	77.81
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE 2023/05/02-2023/06/01	283.75
McKESSON MEDICAL-SURGICAL GOVT	MEDICAL SUPPLIES	1,405.93
MENARDS	SPRAY PAINT & PAINT SUPPLIES, LUMBER, ELECTRICAL SUPPLIES	580.24
METROPOLITAN UTILITIES DIST	2023/04/06-05/04 MONTHLY SERVICE	2,551.79
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-MAY 2023	2,621.20
SANDRY FIRE SUPPLY, LLC	FIRE BOOTS- 5 EMP	1,049.00
STERICYCLE	SHREDDING SERVICE	144.00
SWENSEN & ASSOCIATES	CAPTAIN TESTING PROCESS	11,969.00
TELEFLEX FUNDING, LLC	MEDICAL SUPPLIES	612.50
TRISTAR	WORK COMP FUNDING-APR 2023	8,287.27
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-MAY 2023	8,209.07
WESTLAKE ACE HARDWARE	TOOLBOX, CABLE TIES, KEY TAGS	20.75
ZOLL DATA SYSTEMS INC	ZOLL BILLING-2023/06/01-2023/06/30	1,105.00
		<u>\$ 47,387.02</u>

NON-DEPARTMENTAL/CONTRACTS

CENTURY LINK	2023/04/04-05/03 MONTHLY SERVICE	909.71
HEARTLAND MARKETING & LOCKTON COMPANIES, LLC	BRANDING CAMPAIGN	3,675.50
METRO AREA TRANSIT	WELLNESS PROGRAM-MAY 2023	1,875.00
METRO AREA TRANSIT	MAT SERVICE JAN 2023 1972 MILES	5,541.00
METRO AREA TRANSIT	MAT SERVICE FEB 2023 1793 MILES	4,846.00
METRO AREA TRANSIT	MAT SERVICE MAR 2023 2062 MILES	5,533.00
NE-DEPARTMENT OF REVENUE	2023/04 SALES TAX	205.00
PM AM CORPORATION	ALARM FEES - APR 2023	1,555.00
TRISTAR	CLAIMS FEES-2023/04/23-2023/06/23	3,750.00
		<u>\$ 27,890.21</u>

INFORMATION TECHNOLOGY/COMMUNICATIONS

GREAT PLAINS UNIFORMS	UNIFORM ITEMS-WISNIESKI	491.95
MOTOROLA SOLUTIONS, INC	BATTERY, AUDIO ACCESSORIES	279.42
ONE CALL CONCEPTS	LOCATES-APR 2023	1.18
SARPY COUNTY TREASURER (FISCAL ADMINISTRATION)	DATA PROCESSING, LRMS, LRP	28,080.00
TESSCO	MALE CONNECTOR	166.41
TJ CABLE	LOCATES-APRIL 2023	50.00
WESTLAKE ACE HARDWARE	STRETCH STRAPS, STORAGE STRAPS, CORNER BRACES, SUPPLIES	148.04
		<u>\$ 29,217.00</u>

2206 LONGO DR -NEW LIBRARY

CENTURY LINK	AUTO PAY 402-291-4877	125.47
COX BUSINESS SERVICES	2023/03/27-04/26 SERVICE	115.30
HEIMES CORPORATION	BATHROOM LAV, DRAIN CLEAN	237.54
JIFFY/LEVENSPI'S SUPPLY	CLEANING SUPPLIES	2,547.20
METROPOLITAN UTILITIES DIST	2023/03/09-04/05 GAS	670.02
MIDWEST PROTECTION SERVICES, INC	MONITOR FIRE ALARM SYS 04/2023-03/2024	282.48

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2206 LONGO DR -NEW LIBRARY (CONT'D)

MMC MECHANICAL CONTRACTORS, INC	HP STUCK IN COOLING MODE	311.25
OMAHA PUBLIC POWER DISTRICT	2023/02/21-3/22 SERVICE	5,095.04
PAPILLION SANITATION	APRIL 2023	289.28
PRESTO-X	PEST CONTROL	107.00
REGAL FACILITY MANAGEMENT	2023/04/01-30 MONTHLY SERVICE	4,338.86
SELDIN LLC	GRUNWALD FOR WALK THRU-HVAC	146.75
SELDIN LLC	MANAGEMENT FEES	1,450.00
SELDIN LLC	MET PLUMBER - NOT WATER IN VA	1,497.01
STERICYCLE	MONTHLY SERVICE	172.24
WATERLINK INC	MONTHLY WATER TREATMENT SERVICE	431.63
		<u>\$ 17,817.07</u>

WASTEWATER

AT&T MOBILITY	2023/05/08-06/07 MONTHLY SERVICE	673.25
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/04/09-2023/05/08	63.58
CENTURY LINK	2023/04/13-05/12 MONTHLY SERVICE	461.41
CITY OF OMAHA	SEWER FEES-MARCH 2023	581,560.57
COX BUSINESS SERVICES	2023/5/04-06/03 MONTHLY SERVICE	220.00
ELLIOTT EQUIPMENT CO	MANIFOLD, VALVES, STRAINER	2,732.53
ES LIFT STATION MAINTENANCE	BI-ANNUAL LIFT STATION AUDIT	1,400.00
GRAINGER	MARKING PAINT	340.92
HTM SALES, INC	GASKETS FOR PUMP	647.92
MENARDS	SEALANT, CEMENT, RIVETS, TAPE, RAKES, TAPE, COUPLINGS, GLOVES, REBAR, SHEETING	1,034.26
METRO LEASING	8735-METRO LEASE-2023/05/25-JET TRUCK	22,837.87
METROPOLITAN UTILITIES DIST	2023/04/07-05/05 MONTHLY SERVICE	257.34
NAPA AUTO PARTS	ANTIFREEZE	15.18
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-MAY 2023	504.40
RJN GROUP INC	BPW-221016 PROFESSIONAL SERVICES GIS GAP THRU 2023/04/28	3,855.00
SARPY COUNTY & CITIES WASTEWATER	BPW-230308 EXPANDED FORCE MAIN	1,351,828.72
USA BLUE BOOK	COMPRESSED OXYGEN	303.94
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-MAY 2023	3,155.77
UTILITY EQUIPMENT COMPANY	SEWER PIPES, GASKETS	3,340.09
WESTLAKE ACE HARDWARE	SHOCKWAVE TIT BIT, PAINT	35.17
		<u>\$ 1,975,267.92</u>

COMMUNITY DEVELOPMENT

CITY OF BELLEVUE	SARPY COUNTY CLERK - CDBG FILING FEE	44.00
ABBY HIGHLAND	CDBG CONSULTANT EXPENSES	7,126.44
		<u>\$ 7,170.44</u>

FEDERAL FORFEITURES

NEBRASKA FURNITURE MART	COMPUTER MONITOR	369.99
ULTIMATE TRUCK ACCESSORIES	BED DRAWER SYSTEMS	3,680.00
		<u>\$ 4,049.99</u>

G.O. BONDS

UMB BANK - TRUST OPERATIONS	UMB INV# 945829 - FEES 2022/06/01-2023/05/31	275.83
		<u>\$ 275.83</u>

TOTAL CLAIMS FOR JUNE 6, 2023 \$ 3,801,524.30

TOTAL PAYROLL FOR MAY 26, 2023 \$ 1,447,439.30

§ 2-26 TIME AND LOCATION OF REGULAR MEETINGS AND PRE-COUNCIL MEETINGS.

The city council shall hold regular meetings on the first and third Tuesdays in each month at the hour of 6:00 p.m. in the council chambers of the city hall in the city or in such other place within the city limits to which such meeting may be adjourned. If by reason of fire, flood or other emergency it shall be unsafe to meet in the city hall, the meetings may be held for the duration of the emergency at such other place as is designated by the mayor or, if he or she should fail to act, by four (4) members of the city council. When the day for any regular meeting falls on a holiday recognized by the city, no meeting shall be held on such holiday. In such case, the regular meeting shall be held at the same time and location on the next business day. The city council may cancel or reschedule a regular city council meeting by a vote of a majority of the members of the council.

(1964 Code, § 2-57) (Ord. 2430, §§ 1, 2, passed 8-11-1986; Ord. 3319, § 1, passed 6-14-2004; Ord. 3395, passed 12-12-2005; Ord. 3511, § 1, passed 3-9-2009; Ord. 3807, § 1, passed 4-13-2015; Ord. 3927, § 2, passed 2-11-2019)

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 06/06/2023		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 Grandmothers, Inc. dba "Don & Millie's" for a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, at 2208 Pratt Avenue, Bellevue, NE 68123 and Dean F. Rasmussen as Manager.

SYNOPSIS/BACKGROUND:

Application for Grandmothers, Inc. dba "Don & Millie's" for a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, at 2208 Pratt Avenue, Bellevue, NE 68123 and Dean F. Rasmussen 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 Grandmothers, Inc. dba "Don & Millie's" for a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, at 2208 Pratt Avenue, Bellevue, NE 68123 and Dean F. Rasmussen 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: _____

Susan Kluthe

Dean F. Rasmussen

APPLICATION FOR LIQUOR LICENSE
AND CORPORATE MANAGER

POLICE REPORT

Date of City Council Meeting: May 16, 2023 Due to City Clerk: May 23, 2023

Applicant: Grandmother's Inc. dba Don & Millies

Location/Address: 2208 Pratt Avenue, Bellevue, NE 68123

Requested Action:

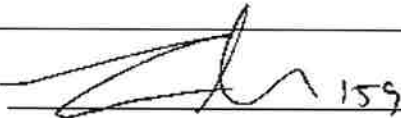
Application for Grandmother's Inc. dba "Don & Millie's" for a Class "T" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, at 2208 Pratt Avenue, Bellevue, NE 68123 and Dean F. Rasmussen as Manager.

Individuals to be Checked:

	<u>Name & Address</u>	<u>DOB</u>
1.	<u>Dean Rasmussen 2405 S. 103rd Street Omaha, NE 68124</u>	<u></u>
2.	<u></u>	<u></u>

Comments:

None

Signature of Reviewer:  159

Date: 5/16/23

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

DATE OF CITY COUNCIL PUBLIC HEARING: June 6, 2023

DATE REPORT DUE TO CITY CLERK: May 19, 2023

APPLICANT: Grandmother's Inc. dba "Don & Millie's"

ADDRESS: 2208 Pratt Avenue, Bellevue, NE 68123

REQUESTED ACTION: Recommendation to approve application for Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, at 2208 Pratt Avenue, Bellevue, AND for Dean F. Rasmussen 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 (General Business)

WILL ZONING ALLOW A LIQUOR LICENSE? Yes

EXISTING LAND USE: Commercial

IS THE CURRENT USE NON-CONFORMING? No EXPLANATION: N/A

ADJACENT LAND USE AND ZONING:

NORTH: Cornhusker Road Right-of-way

SOUTH: BG, Commercial – Centris Credit Union

EAST: BG, Commercial – Brakes Plus

WEST: BG-PCO, Commercial – Napa Auto Parts (across South 23rd St)

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: Don & Millie's is located in a commercial area known as Cornhusker Place. Don & Millie's is surrounded by commercial establishments like Napa Auto Parts to the west, Brakes Plus on the east side, Centris Credit Union south and Cornhusker Road to the north.

NUMBER OF PARKING SPACES REQUIRED: N/A **PROVIDED:** N/A

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 that would accommodate on-sale liquor sales.

LIQUOR LICENSE APPLICATION REPORT

City Clerk

APPLICANT: Grandmother's Inc, Inc. dba "Don & Millie's"

LOCATION/ADDRESS: 2208 Pratt Avenue, 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 2208 Pratt Avenue, Bellevue, 68123 AND for Dean Rasmussen as Manager.

DATE APPLICATION RECEIVED: 05/01/2023

FINAL DATE HEARING CAN BE HELD (45 days from receipt): 06/15/2023

DATE ADVERTISED (not less than 7 nor more than 14 days): 05/24/2023

CURRENT NUMBER OF LICENSES:

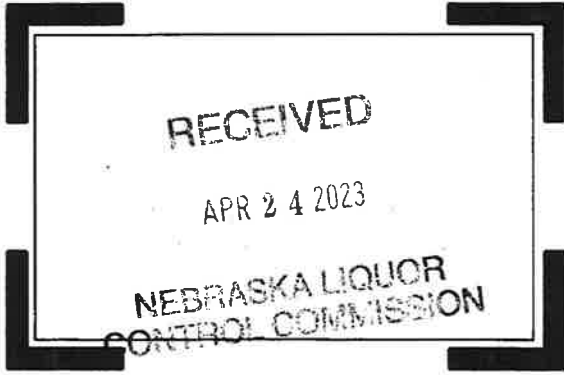
Class A (Beer on sale only):	<u>2</u>
Class B (Beer off sale only):	<u>0</u>
Class C (Alcoholic liquor, on and off sale):	<u>23</u>
Class D (Alcoholic liquor, off sale only):	<u>25</u>
Class I (Alcoholic liquor on sale only):	<u>25</u>
Class K (Catering License with Class B, C or D license):	<u>7</u>
Class X (Wholesale Liquor)	<u>1</u>
TOTAL	<u>83</u>

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: F

License Number:
125658



Office Use Only

NEW/REPLACING 50594 TOP Yes/No

Hot List Yes/No

Initial: KF

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 GRANDMOTHER'S, INC.

TRADE (DBA) NAME DON & MILLIE'S

PREVIOUS TRADE (DBA) NAME _____

CONTACT NAME AND PHONE NUMBER MICHAEL F. POLK (402)884-7444

CONTACT EMAIL ADDRESS polk@wpslawfirm.com

6 6 Feb - 1 - 2028 Form 100 pg #10?
Per Address
base sig
Parentage sig
Bureau of Plan

Office use only	
PAYMENT TYPE <u>Payport</u>	
AMOUNT <u>\$400.</u>	RCP1
RECEIVED <u>4/20</u>	
DATE DEPOSITED	

2300004372

DIRECTIONS

Each item must be included with your application

1. Application fee of \$400 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission
2. Enclose the appropriate application forms
 - Individual License (Form 104)
 - Partnership License (Form 105)
 - Corporate License (Form 101 & Form 103)
 - Limited Liability Company (LLC) (Form 102 & Form 103)Corporation or Limited Liability Company (LLC) must be active with the Nebraska Secretary of State
3. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
 - a. For residency enclose proof of registered voter in Nebraska
 - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
 - c. See Applicant Guidelines for further assistance
4. Form 147 - Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures".
5. If purchasing an already licensed business; include Form 125—Temporary Operating Permit (TOP)
 - a. Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
 - b. Provide a copy of the business purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
 - c. Provide a copy of alcohol inventory being purchased (must include quantity, brand name and container size)
 - d. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
6. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
7. If building is being leased, send a copy of signed lease in the name of the applicant. Lease term must run through the license year being applied for.
8. Submit a copy of your business plan.

**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**
 - 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 (Form 106 and \$100 application fee) expires with underlying retail license
 - Class G Growler endorsement (Form 165 and \$300 application fee) – 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 MICHAEL F. POLK Phone Number (402)884-7444
Firm Name WATKE POLK & SENA, LLP
Email address polk@wpslawfirm.com
Should we contact you with any questions on the application? YES NO

PREMISES INFORMATION

Trade Name (doing business as) DON & MILLIE'S

Street Address 2208 PRATT AVENUE

City BELLEVUE County SARPY 59 Zip Code 68123 ✓

Premises Telephone number 402-291-9211

Business e-mail address INFO@DONANDMILLIES.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 GRANDMOTHER'S INC. c/o MICHAEL F. POLK

Street Address 2712 S 87TH AVE

City OMAHA State NE Zip Code 68124 + 3045

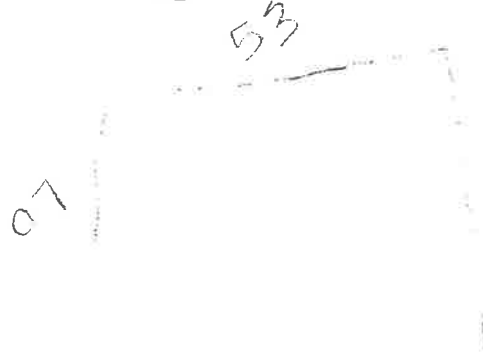
DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

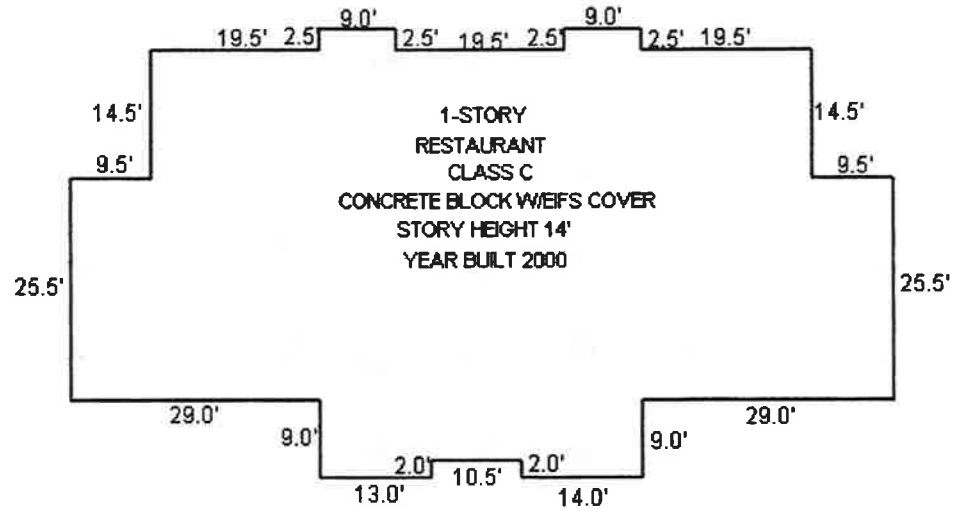
IN THE SPACE PROVIDED BELOW OR ATTACH A DRAWING OF THE AREA TO BE LICENSED.
DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)
INDICATE THE DIRECTION OF NORTH

Building length 97 x width 53 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
Number of floors of the building 1

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

See Attached





CONCRETE SLAB = 4,016 SF
ASPHALT PAVING = 27,234 SF
LIGHT POLES 4 @ 30 FT
LIGHT FIXTURES = 4

Sketch by Apex Medina™

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 NO If yes, please explain below or attach a separate page

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

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

YES NO

If yes, provide business name and license number GRANDMOTHERS, INC # 050594

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

YES NO

If yes, give name of business and liquor license number GRANDMOTHER'S INC. # 050594

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

YES NO

If yes

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

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

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

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) _____

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)

See attached.

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. _____

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

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.

AMERICAN NATIONAL BANK - Mark Sweet and/or Dean Rasmussen

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.

See attached list of liquor licenses currently held

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)

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
DEAN RASMUSSEN / President	1977 - present	Omaha & Lincoln locations for
GRANDMOTHER'S, INC		Don & Millie's
as Manager		

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

Lease expiration date 2025 2039
 Deed
 Purchase Agreement

14. When do you intend to open for business? CURRENTLY OPEN AND WILL CONTINUE OPERATIONS

15. What will be the main nature of business? RESTURAUNT

16. What are the anticipated hours of operation? 11 AM - 10 PM

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
MICHAEL BROWN, NEW YORK, NY	2009	2013			
EDMONTON, ALBERTA, CANADA	2013	2015			
NEW YORK, NY	2015	PRESENT			

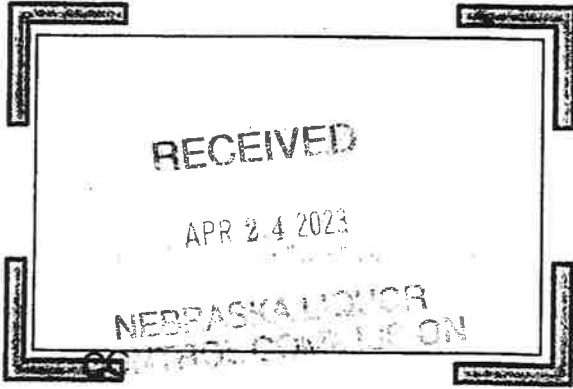
If necessary, attach a separate sheet

**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

GRANDMOTHER'S INC.

Name of Registered Agent: MARK A. SWEET

Corporation Address: 5310 S. 84TH ST., STE 200

City: OMAHA State: NE Zip Code: 68124

Corporation Phone Number: (402) 334-1007 Fax Number: n/a

Total Number of Corporation Shares Issued: 1,000

Name of President/CEO

Name and information must be listed on following page

Last Name: BROWN First Name: MICHAEL MI: _____

Home Address: 205 Hicks St #2C City: NEW YORK

State: NY Zip Code: 11201 Phone Number: 917-698-3925

Signature of Present/CEO

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

Last Name: BROWN First Name: MICHAEL MI: A
Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Title: PRESIDENT Number of Shares 0
Spouse Full Name (indicate N/A if single): MARGARET BROWN *spouse
Spouse Social Security Number: [REDACTED] Date of Birth: [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: _____

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: _____

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: _____

Is the applying corporation owned 100% by another corporation/company??

YES NO

If yes, provide Form 185

Indicate the Corporation's tax year with the IRS (Example January through December)

Starting Date: January 1st Ending Date: December 31st

Is this a Non-Profit Corporation?

YES NO

If yes, provide the Federal ID # _____

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use	RECEIVED
	APR 24 2023
	NEBRASKA LIQUOR CONTROL COMMISSION

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

MANAGER MUST:

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

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

- Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half; the manager completes the bottom half. **Be sure to complete both halves of this form.**
- Need not answer question #1 of the application

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

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

--

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use
RECEIVED
APR 24 2023
NEBRASKA LIQUOR CONTROL COMMISSION

MUST BE:

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

Corporation/LLC information

Name of Corporation/LLC: GRANDMOTHERS, INC.

Premise information

Liquor License Number: 050594 Class Type 1 (if new application leave blank)

Premise Trade Name/DBA: Don & Millicy

Premise Street Address: 2208 Pugh Ave

City: Bellevue County: Sarpy Zip Code: 68123

Premise Phone Number: 402-291-9211

Premise Email address: info@donandmillicy.com

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

MJB

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: RASMUESSEN First Name: DEAN MI: F
 Home Address: 2405 S. 103RD STREET
 City: OMAHA County: DOUGLAS Zip Code: 68124
 Home Phone Number: 402-397-3861
 Driver's License Number & State: [REDACTED]
 Social Security Number: [REDACTED]
 Date Of Birth: [REDACTED] Place Of Birth: LINCOLN, NE
 Email address: dfrasmussen@hotmail.com

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

YES

NO

** spouse*

Spouse's information

Spouses Last Name: RASMUSSEN First Name: JESSIE MI: A
 Social Security Number: [REDACTED]
 Driver's License Number & State: [REDACTED]
 Date Of Birth: [REDACTED] Place Of Birth: CHICAGO, IL

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	2000	PRESENT			
BOTH MANAGER & SPOUSE					

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
1973	PRESENT	GRANDMOTHER'S INC.	OWNER	402-334-1007

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

YES NO

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

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

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

YES NO

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

See a Hache

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

YES NO

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

*NLCC Training Certificate Issued: _____ Name on Certificate: _____

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

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
DEAN RASMUSSEN / OWNER	1977 - PRESENT	OMAHA & LINCOLN BUSINESS LOCATIONS
GRANDMOTHER'S, INC.		DON & MILLIES
d/b/a DON & MILLIES		

5. Have you enclosed form 147 regarding fingerprints?

YES NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

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

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

[Handwritten Signature]

Signature of Manager Applicant

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of DOUGLAS

The foregoing instrument was acknowledged before me this

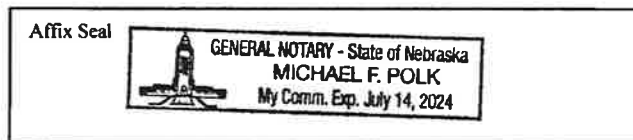
11/23/2023
date

by DEAN RASMUSSEN & JESSIE RASMUSSEN

NAME OF PERSON BEING ACKNOWLEDGED

[Handwritten Signature]

Notary Public signature



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

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

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

Office Use

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

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


Signature of NON-PARTICIPATING SPOUSE
JESSIE RASMUSSEN
Print Name


Signature of APPLICANT
DEAN RASMUSSEN
Print Name

State of Nebraska, County of DOUGLAS

State of Nebraska, County of DOUGLAS

The foregoing instrument was acknowledged before me
this 05/01/2023 (date)

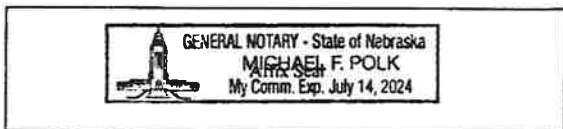
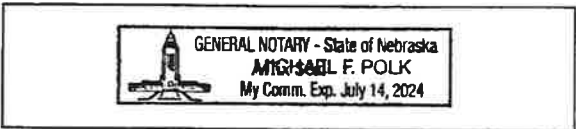
The foregoing instrument was acknowledged before me
this 05/01/2023 (date)

by JESSIE RASMUSSEN
Name of person acknowledged
(Individual signing document)

by DEAN RASMUSSEN
Name of person acknowledged
(Individual signing document)


Notary Public Signature


Notary Public Signature



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

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

10b.
6/6/2023

COUNCIL MEETING DATE: 06/06/2023		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 Kaiyo Sushi LLC dba "Kaiyo Sushi" for a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, at 3503 Samson Way Ste. 114, Bellevue, NE 68123 and Hong Zheng as Manager.

SYNOPSIS/BACKGROUND:

Application for new application for Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, at 3503 Samson Way Ste 114, Bellevue, 68123 AND for Hong Zheng 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 a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, at 3503 Samson Way Ste 114, Bellevue, 68123 AND for Hong Zheng 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:

[Handwritten signatures in blue ink]

APPLICATION FOR LIQUOR LICENSE
AND CORPORATE MANAGER

POLICE REPORT

Date of City Council Meeting: June 6, 2023 Due to City Clerk: May 30, 2023

Applicant: Kaiyo Sushi LLC dba Kaiyo Sushi

Location/Address: 3503 Samson Way Ste 1, 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 3503 Samson Way Ste 1, Bellevue, 68123 AND for Hong Zheng as Manager.

Individuals to be Checked:

	<u>Name & Address</u>	<u>DOB</u>
1.	<u>Hong Zheng,, 170 Skyline Drive, Elkhorn, NE 68022</u>	<u></u>
2.	<u></u>	<u></u>

Comments:

No comments or concerns from Police.

Signature of Reviewer: *Cpt. K. Stollen*

Date: *5-22-23*

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

DATE OF CITY COUNCIL PUBLIC HEARING: June 6, 2023

DATE REPORT DUE TO CITY CLERK: May 30, 2023

APPLICANT: Kaiyo Sushi LLC dba "Kaiyo Sushi"

ADDRESS: 3503 Samson Way Ste 114, 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 3503 Samson Way Ste 1, Bellevue, 68123 AND for Hong Zheng 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 (General Business)

WILL ZONING ALLOW A LIQUOR LICENSE? Yes

EXISTING LAND USE: Commercial

IS THE CURRENT USE NON-CONFORMING? No EXPLANATION: N/A

ADJACENT LAND USE AND ZONING:

NORTH: Commercial, BG

SOUTH: Commercial, BG

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 area is strictly commercial, known as Danial Crossing. The area is a mix of retail, commercial, and service type businesses.

NUMBER OF PARKING SPACES REQUIRED: N/A **PROVIDED:** N/A

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 not lighting impact expected.

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

LIQUOR LICENSE APPLICATION REPORT

City Clerk

APPLICANT: Kaiyo Sushi LLC dba "Kaiyo Sushi"

LOCATION/ADDRESS: 3503 Samson Way Ste 1¹¹⁴, 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 3503 Samson Way Ste 1, Bellevue, 68123 AND for Hong Zheng as Manager.

DATE APPLICATION RECEIVED: 05/16/2023

FINAL DATE HEARING CAN BE HELD (45 days from receipt): 06/30/2023

DATE ADVERTISED (not less than 7 nor more than 14 days): 05/24/23

CURRENT NUMBER OF LICENSES:

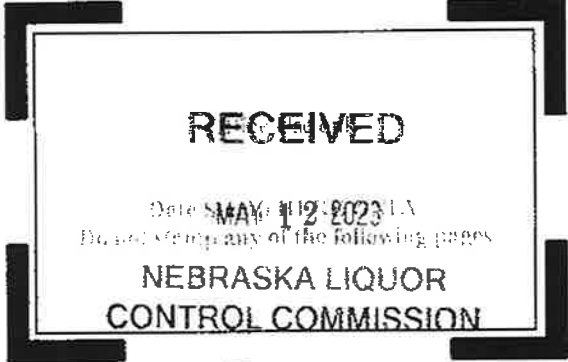
Class A (Beer on sale only):	<u>2</u>
Class B (Beer off sale only):	<u>0</u>
Class C (Alcoholic liquor, on and off sale):	<u>23</u>
Class D (Alcoholic liquor, off sale only):	<u>25</u>
Class I (Alcoholic liquor on sale only):	<u>26</u>
Class K (Catering License with Class B, C or D license):	<u>7</u>
Class X (Wholesale Liquor)	<u>1</u>
TOTAL	<u>84</u>

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:
125763



Office Use Only

NEW / REPLACING _____ TOP Yes / No

Hot List Yes No

Initial: CA

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 Kaiyo Sushi LLC

TRADE (DBA) NAME Kaiyo Sushi

PREVIOUS TRADE (DBA) NAME _____

CONTACT NAME AND PHONE NUMBER Hong Zheng 402-250-9132

CONTACT EMAIL ADDRESS hongz9132@gmail.com

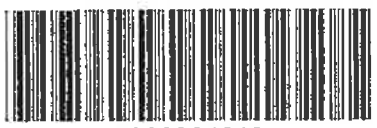
Office use only

PAYMENT TYPE CH 14863

AMOUNT 5400 RCPT

RECEIVED: 5/12/23 bn

DATE DEPOSITED _____



2300004613



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 ENTITY

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 Jeffrey A. Silver

Phone Number 402-393-1984

Firm Name _____

Email address jeffreysilver@silver-law.net

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

PREMISES INFORMATION

Trade Name (doing business as) Kaiyo Sushi

Street Address 3503 Samson Way, #114

City Bellevue County Sarpy Zip Code 68123 - 4303

Premises Telephone number 402-225-9132

Business e-mail address _____

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 Kaiyo Sushi

Street Address 3503 Samson Way, #114

City Bellevue State Sarpy Zip Code 68123

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 62.9 x width 43 in feet

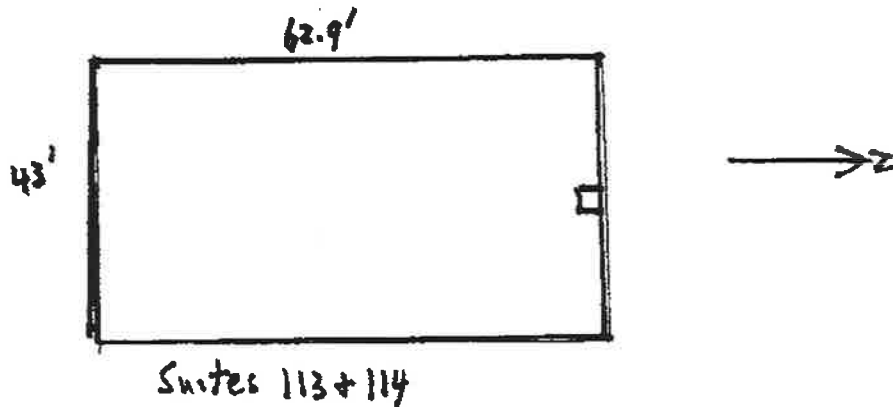
Is there a basement? Yes _____ No X If yes, length _____ x width _____ in feet

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 _____

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



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 NO If yes, please explain below or attach a separate page

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

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

YES NO

If yes, provide business name and license number _____

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

YES NO

If yes, give name of business and liquor license number _____

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

YES NO

If yes

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

a) Submit a copy of the business purchase agreement _____

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

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

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) _____

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)

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. _____

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

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.

Bank of the West (Twin Creek) Hong Zheng

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.

China Buffet; Asian Market

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)
See attached Business Plan		

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business

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

X Lease expiration date 08/31/2028
 _____ Deed
 _____ Purchase Agreement

14. When do you intend to open for business? 06/01/2023

15. What will be the main nature of business? Restaurant

16. What are the anticipated hours of operation? 11:00 A.M. – 10:00 P.M.

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
Hong Zheng, Omaha, NE	2000	2023	Fawn Jin, Omaha, NE	2010	2023

If necessary, attach a separate sheet

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**

Hong Zheng

Printed Name of **APPLICANT**

Signature of **SPOUSE**

Fanny Jiu

Printed Name of **SPOUSE**

Signature of **APPLICANT**

Printed Name of **APPLICANT**

Signature of **SPOUSE**

Printed Name of **SPOUSE**

LIMITED LIABILITY COMPANY (LLC)

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 members and spouses must be listed
2. Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the application
3. Managing/Contact member and all members holding over 25% interest and their spouses must submit fingerprints. See Form 147 for further information
4. Attach copy of Articles of Organization

Name of Limited Liability Company that will hold license as listed on the Articles of Organization

Kaiyo Sushi

Name of Registered Agent: Jeffrey A. Silver

LLC Address: 3503 Samson Way, #114

City: Bellevue State: NE Zip Code: 68123

LLC Phone Number: 402-225-9132 LLC Fax Number: _____

Name of Managing/Contact Member

Name and information of contact member must be listed on following page

Last Name: Zheng First Name: Hong MI: _____

Home Address: 170 Skyline Drive City: Elkhorn

State: NE Zip Code: 68022 Home Phone Number: 402-253-0314

Signature of Managing/Contact Member

List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: Liu First Name: Xiu MI: _____

Social Security Number: [REDACTED] Date of Birth: [REDACTED]

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership 30%

Last Name: Zheng First Name: Hong MI: _____

Social Security Number: [REDACTED] Date of Birth: [REDACTED]

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

Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]

Percentage of member ownership 70%

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 _____

List names of all members and their 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 _____

Is the applying Limited Liability Company owned 100% by another corporation/LLC?

YES NO

If yes, Form 185 is required

Indicate the company's tax year with the IRS (Example January through December)

Starting Date: _____ Ending Date: _____

Is this a Non Profit Corporation?

YES NO

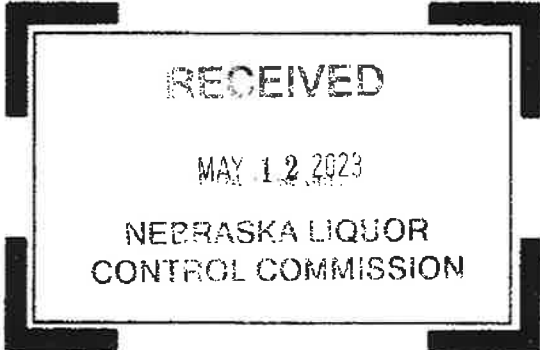
If yes, provide the Federal ID #. _____

**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, naturalization papers OR legal resident documentation
- ✓ Be a resident of the state of Nebraska and if an US citizen 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.**



Name of Corporation/LLC: Kaiyo Sushi LLC



Premises Trade Name/DBA: Kaiyo Sushi

Premises Street Address: 3503 Samson Way, #114

City: Bellevue County: Sarpy Zip Code: 68123

Premises Phone Number: 402-250-9132

Premises Email address: hongz9132@gmail.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: Zheng First Name: Hong MI: _____

Home Address: 170 Skyline Drive

City: Elkhorn County: Douglas Zip Code: 68022

Home Phone Number: 402-253-0314

Driver's License Number: [REDACTED]

Social Security Number: [REDACTED]

Date of Birth: [REDACTED] Place of Birth: China

Email address: hongz9132@gmail.com

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

YES NO

Spouse's information

Spouses Last Name: Jin First Name: Fawn MI: _____

Social Security Number: [REDACTED]

Driver's License Number: _____

Date of Birth: [REDACTED] Place of Birth: China

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

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Omaha, NE	2000	2023	Omaha, NE	2010	2023

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2010	2023	Asian Market	Owner	402-391-2606
2000	2023	China Buffet	Owner	402-498-3868

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

YES NO

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

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

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

YES NO

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

China Buffet, Omaha, NE; Ginger, Lincoln, NE

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

YES NO

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

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
See attached Business Plan		

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

Experience:

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

5. Have you enclosed Form 147 regarding fingerprints?


YES NO

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**
Hong Zheng

Printed Name of **APPLICANT**

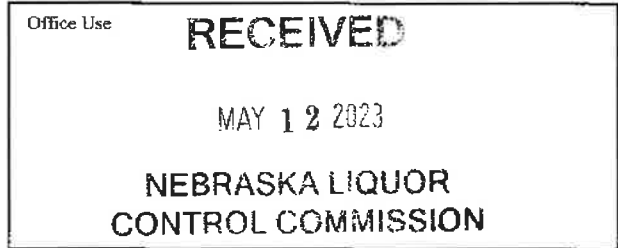


Signature of **SPOUSE**
Fawn Jen

Printed Name of **SPOUSE**

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

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



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

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



Signature of **NON PARTICIPATING SPOUSE**
Fawn Jin

Print Name



Signature of **APPLICANT**
Hong Zheng

Print Name

State of Nebraska, County of Douglas

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me
this May 3, 2023 (date)

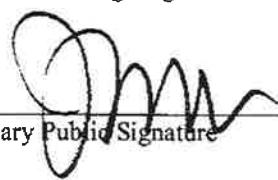
The foregoing instrument was acknowledged before me
this May 3, 2023 (date)

by Fawn Jin

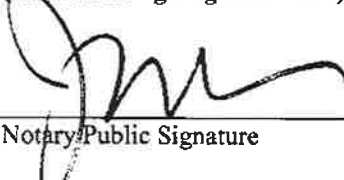
Name of person acknowledged
(Individual signing document)

by Hong Zheng

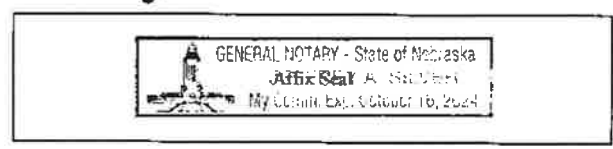
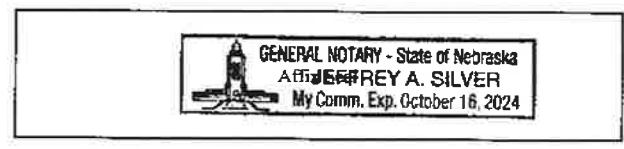
Name of person acknowledged
(Individual signing document)



Notary Public Signature



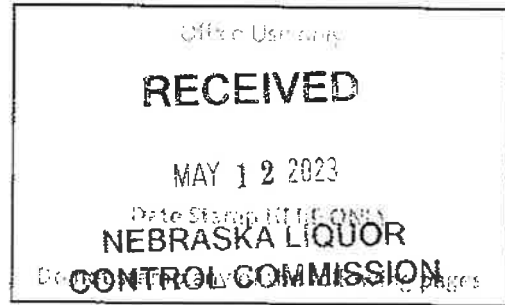
Notary Public Signature



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

**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 Kaiyo Sushi

Name of Person Being Fingerprinted: Hong Zheng

Date of Birth: Last 4 SSN:

Date fingerprints were taken: 05/08/23

Location where fingerprints were taken: 156 & Maple, Omaha, NE

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

A handwritten signature in black ink, appearing to read "Hong Zheng".

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

**BUSINESS PLAN
FOR
KAIYO SUSHI LLC**

Hong Zheng is the manager of Kaiyo Sushi LLC. He operates multiple first class restaurants with Class I liquor licenses in Omaha and Lincoln including China Buffet (2 locations) in Omaha and Ginger in Lincoln.

He noted a need for a first class restaurant in Bellevue to serve sushi and other Asian food dishes. His plan is to open up and bring his well-established restaurant operating model to this new venture while providing employment to cooks, kitchen staff, servers and bus persons. He expects the restaurant to be immediately profitable.

The restaurant will be open for lunch and dinner. The revenue will come from three elements of the restaurant operation:

- (1) Lunch
- (2) Dinner
- (3) Bar operation will offer a full bar/drink menu

The restaurant will provide a complete quality experience for patrons. The key to success will be focused on product quality, service and atmosphere.

Management will have a firm grip on food, beverage and labor costs so as to deliver a consistent first class experience to its patrons while returning a profit in Management's investment.

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

10b.
6/6/2023

COUNCIL MEETING DATE: 06/06/2023		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 Kaiyo Sushi LLC dba "Kaiyo Sushi" for a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, at 3503 Samson Way Ste. 114, Bellevue, NE 68123 and Hong Zheng as Manager.

SYNOPSIS/BACKGROUND:

Application for new application for Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, at 3503 Samson Way Ste 114, Bellevue, 68123 AND for Hong Zheng 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 a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, at 3503 Samson Way Ste 114, Bellevue, 68123 AND for Hong Zheng 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:

[Handwritten signatures in blue ink]

APPLICATION FOR LIQUOR LICENSE
AND CORPORATE MANAGER

POLICE REPORT

Date of City Council Meeting: June 6, 2023 Due to City Clerk: May 30, 2023

Applicant: Kaiyo Sushi LLC dba Kaiyo Sushi

Location/Address: 3503 Samson Way Ste 1, 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 3503 Samson Way Ste 1, Bellevue, 68123 AND for Hong Zheng as Manager.

Individuals to be Checked:

	<u>Name & Address</u>	<u>DOB</u>
1.	<u>Hong Zheng,, 170 Skyline Drive, Elkhorn, NE 68022</u>	<u></u>
2.	<u></u>	<u></u>

Comments:

No comments or concerns from Police.

Signature of Reviewer: *Cpt. K. Stollen*

Date: *5-22-23*

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

DATE OF CITY COUNCIL PUBLIC HEARING: June 6, 2023

DATE REPORT DUE TO CITY CLERK: May 30, 2023

APPLICANT: Kaiyo Sushi LLC dba "Kaiyo Sushi"

ADDRESS: 3503 Samson Way Ste 114, 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 3503 Samson Way Ste 1, Bellevue, 68123 AND for Hong Zheng 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 (General Business)

WILL ZONING ALLOW A LIQUOR LICENSE? Yes

EXISTING LAND USE: Commercial

IS THE CURRENT USE NON-CONFORMING? No EXPLANATION: N/A

ADJACENT LAND USE AND ZONING:

NORTH: Commercial, BG

SOUTH: Commercial, BG

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 area is strictly commercial, known as Danial Crossing. The area is a mix of retail, commercial, and service type businesses.

NUMBER OF PARKING SPACES REQUIRED: N/A **PROVIDED:** N/A

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 not lighting impact expected.

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

LIQUOR LICENSE APPLICATION REPORT

City Clerk

APPLICANT: Kaiyo Sushi LLC dba "Kaiyo Sushi"

LOCATION/ADDRESS: 3503 Samson Way Ste 1¹¹⁴, 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 3503 Samson Way Ste 1, Bellevue, 68123 AND for Hong Zheng as Manager.

DATE APPLICATION RECEIVED: 05/16/2023

FINAL DATE HEARING CAN BE HELD (45 days from receipt): 06/30/2023

DATE ADVERTISED (not less than 7 nor more than 14 days): 05/24/23

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

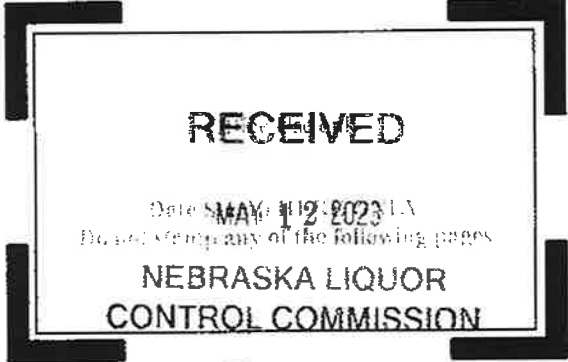
TOTAL 84

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:
125763



Office Use Only

NEW / REPLACING _____ TOP Yes / No

Hot List Yes No

Initial: CA

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 Kaiyo Sushi LLC

TRADE (DBA) NAME Kaiyo Sushi

PREVIOUS TRADE (DBA) NAME _____

CONTACT NAME AND PHONE NUMBER Hong Zheng 402-250-9132

CONTACT EMAIL ADDRESS hongz9132@gmail.com

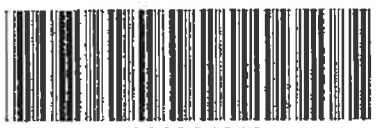
Office use only

PAYMENT TYPE CH 14863

AMOUNT 5400.- RCPT

RECEIVED: 5/12/23 bn

DATE DEPOSITED _____



2300004613



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 ENTITY

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 Jeffrey A. Silver

Phone Number 402-393-1984

Firm Name _____

Email address jeffreysilver@silver-law.net

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

PREMISES INFORMATION

Trade Name (doing business as) Kaiyo Sushi

Street Address 3503 Samson Way, #114

City Bellevue County Sarpy Zip Code 68123 - 4303

Premises Telephone number 402-225-9132

Business e-mail address _____

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 Kaiyo Sushi

Street Address 3503 Samson Way, #114

City Bellevue State Sarpy Zip Code 68123

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 62.9 x width 43 in feet

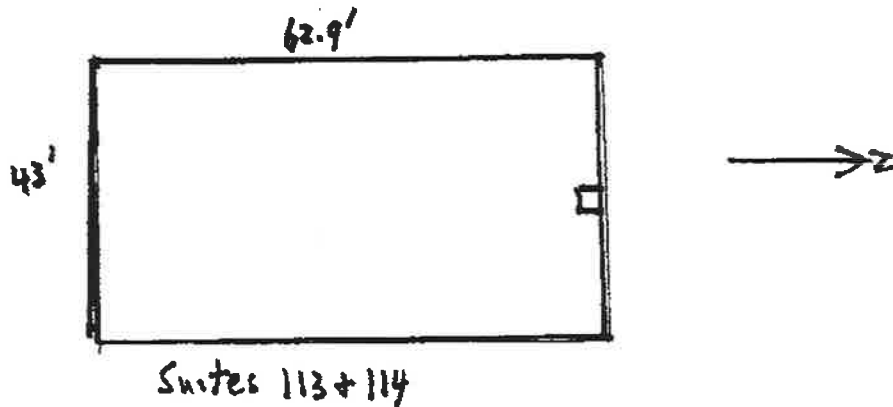
Is there a basement? Yes _____ No X If yes, length _____ x width _____ in feet

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 _____

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



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 NO If yes, please explain below or attach a separate page

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

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

YES NO

If yes, provide business name and license number _____

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

YES NO

If yes, give name of business and liquor license number _____

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

YES NO

If yes

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

a) Submit a copy of the business purchase agreement _____

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

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

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) _____

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)

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. _____

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

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.

Bank of the West (Twin Creek) Hong Zheng

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.

China Buffet; Asian Market

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)
See attached Business Plan		

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business

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

X Lease expiration date 08/31/2028
 _____ Deed
 _____ Purchase Agreement

14. When do you intend to open for business? 06/01/2023

15. What will be the main nature of business? Restaurant

16. What are the anticipated hours of operation? 11:00 A.M. – 10:00 P.M.

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
Hong Zheng, Omaha, NE	2000	2023	Fawn Jin, Omaha, NE	2010	2023

If necessary, attach a separate sheet

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**

Hong Zheng

Printed Name of **APPLICANT**



Signature of **SPOUSE**

Fanny Jiu

Printed Name of **SPOUSE**

Signature of **APPLICANT**

Printed Name of **APPLICANT**

Signature of **SPOUSE**

Printed Name of **SPOUSE**

LIMITED LIABILITY COMPANY (LLC)

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 members and spouses must be listed
2. Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the application
3. Managing/Contact member and all members holding over 25% interest and their spouses must submit fingerprints. See Form 147 for further information
4. Attach copy of Articles of Organization

Name of Limited Liability Company that will hold license as listed on the Articles of Organization

Kaiyo Sushi

Name of Registered Agent: Jeffrey A. Silver

LLC Address: 3503 Samson Way, #114

City: Bellevue State: NE Zip Code: 68123

LLC Phone Number: 402-225-9132 LLC Fax Number: _____

Name of Managing/Contact Member

Name and information of contact member must be listed on following page

Last Name: Zheng First Name: Hong MI: _____

Home Address: 170 Skyline Drive City: Elkhorn

State: NE Zip Code: 68022 Home Phone Number: 402-253-0314

Signature of Managing/Contact Member

List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: Liu First Name: Xiu MI: _____

Social Security Number: [REDACTED] Date of Birth: [REDACTED]

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership 30%

Last Name: Zheng First Name: Hong MI: _____

Social Security Number: [REDACTED] Date of Birth: [REDACTED]

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

Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]

Percentage of member ownership 70%

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 _____

List names of all members and their 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 _____

Is the applying Limited Liability Company owned 100% by another corporation/LLC?

YES NO

If yes, Form 185 is required

Indicate the company's tax year with the IRS (Example January through December)

Starting Date: _____ Ending Date: _____

Is this a Non Profit Corporation?

YES NO

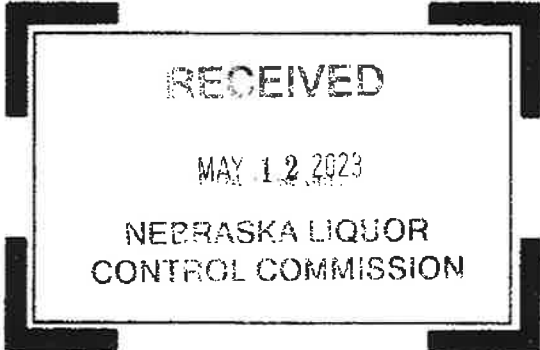
If yes, provide the Federal ID #. _____

**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, naturalization papers OR legal resident documentation
- ✓ Be a resident of the state of Nebraska and if an US citizen 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.**



Name of Corporation/LLC: Kaiyo Sushi LLC



Premises Trade Name/DBA: Kaiyo Sushi

Premises Street Address: 3503 Samson Way, #114

City: Bellevue County: Sarpy Zip Code: 68123

Premises Phone Number: 402-250-9132

Premises Email address: hongz9132@gmail.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: Zheng First Name: Hong MI: _____

Home Address: 170 Skyline Drive

City: Elkhorn County: Douglas Zip Code: 68022

Home Phone Number: 402-253-0314

Driver's License Number: [REDACTED]

Social Security Number: [REDACTED]

Date of Birth: [REDACTED] Place of Birth: China

Email address: hongz9132@gmail.com

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

YES NO

Spouse's information

Spouses Last Name: Jin First Name: Fawn MI: _____

Social Security Number: [REDACTED]

Driver's License Number: _____

Date of Birth: [REDACTED] Place of Birth: China

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

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Omaha, NE	2000	2023	Omaha, NE	2010	2023

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2010	2023	Asian Market	Owner	402-391-2606
2000	2023	China Buffet	Owner	402-498-3868

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

YES NO

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

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

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

YES NO

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

China Buffet, Omaha, NE; Ginger, Lincoln, NE

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

YES NO

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

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
See attached Business Plan		

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

Experience:

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

5. Have you enclosed Form 147 regarding fingerprints?


YES NO

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**
Hong Zheng

Printed Name of **APPLICANT**

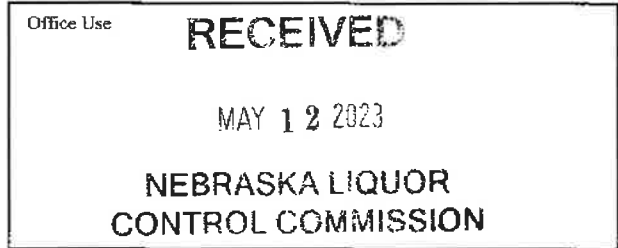


Signature of **SPOUSE**
Fawn Jen

Printed Name of **SPOUSE**

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

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



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

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



Signature of **NON PARTICIPATING SPOUSE**
Fawn Jin

Print Name



Signature of **APPLICANT**
Hong Zheng

Print Name

State of Nebraska, County of Douglas

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me
this May 3, 2023 (date)

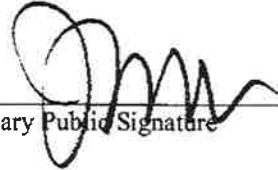
The foregoing instrument was acknowledged before me
this May 3, 2023 (date)

by Fawn Jin


Name of person acknowledged
(Individual signing document)

by Hong Zheng

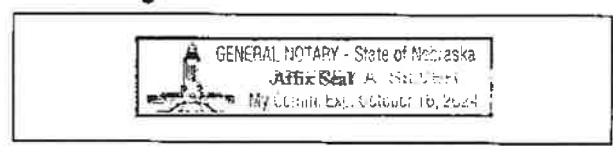
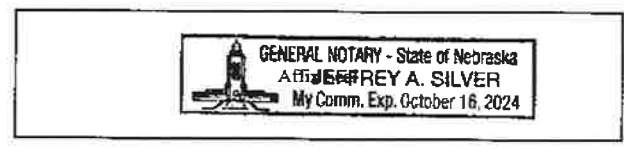
Name of person acknowledged
(Individual signing document)



Notary Public Signature



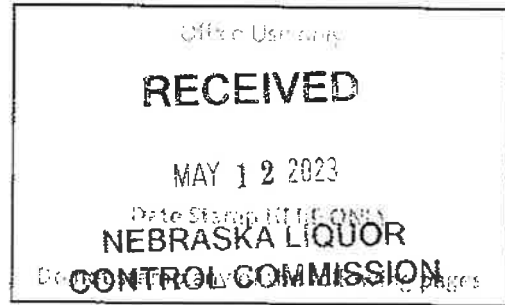
Notary Public Signature



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

**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 Kaiyo Sushi

Name of Person Being Fingerprinted: Hong Zheng

Date of Birth: Last 4 SSN:

Date fingerprints were taken: 05/08/23

Location where fingerprints were taken: 156 & Maple, Omaha, NE

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

**BUSINESS PLAN
FOR
KAIYO SUSHI LLC**

Hong Zheng is the manager of Kaiyo Sushi LLC. He operates multiple first class restaurants with Class I liquor licenses in Omaha and Lincoln including China Buffet (2 locations) in Omaha and Ginger in Lincoln.

He noted a need for a first class restaurant in Bellevue to serve sushi and other Asian food dishes. His plan is to open up and bring his well-established restaurant operating model to this new venture while providing employment to cooks, kitchen staff, servers and bus persons. He expects the restaurant to be immediately profitable.

The restaurant will be open for lunch and dinner. The revenue will come from three elements of the restaurant operation:

- (1) Lunch
- (2) Dinner
- (3) Bar operation will offer a full bar/drink menu

The restaurant will provide a complete quality experience for patrons. The key to success will be focused on product quality, service and atmosphere.

Management will have a firm grip on food, beverage and labor costs so as to deliver a consistent first class experience to its patrons while returning a profit in Management's investment.

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:

Simon DePilla
[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

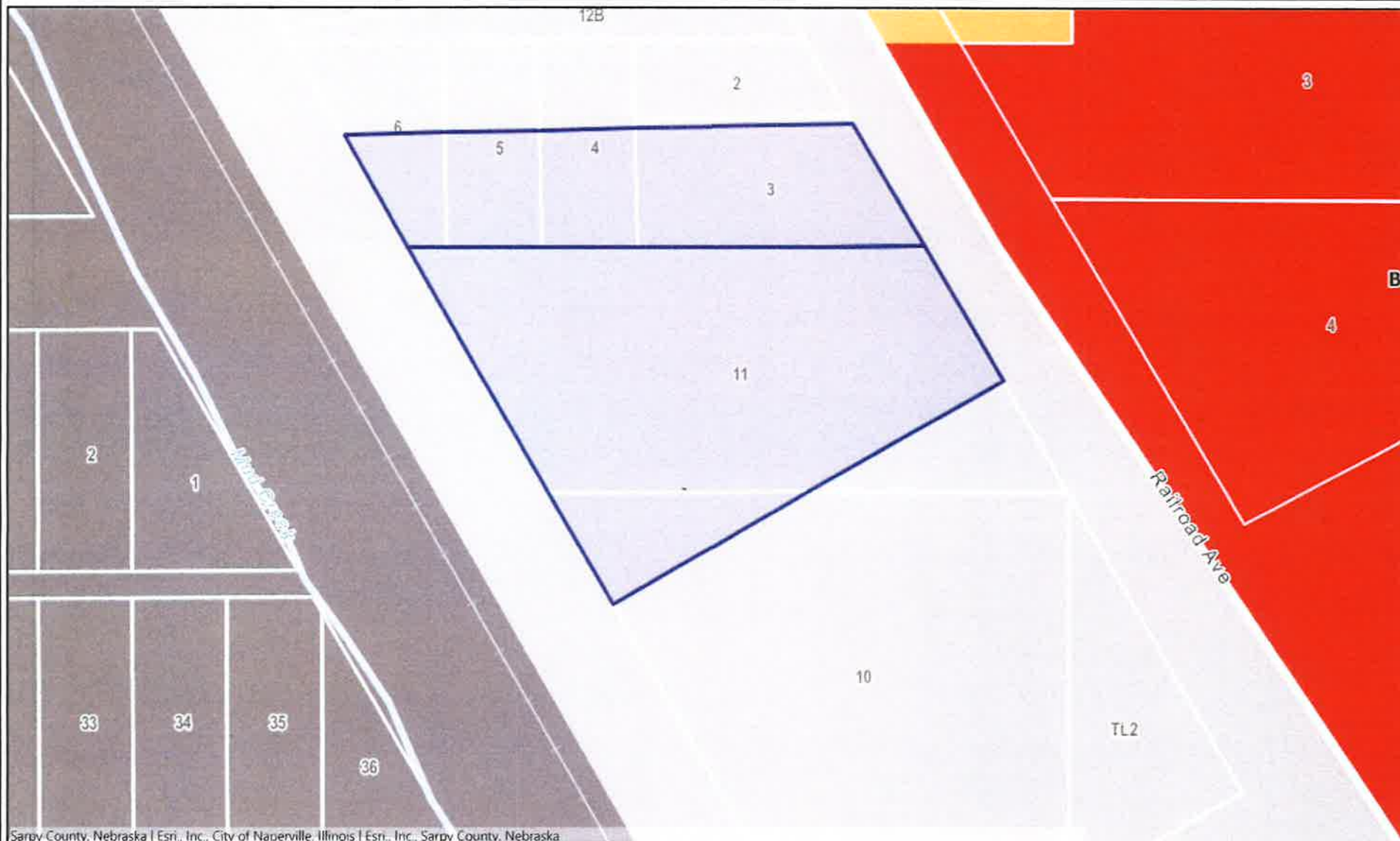
1. Vicinity Map/Zoning Map
2. 2022 GIS aerial photo of the property
3. Letter from the applicant received March 15, 2023

VII. COPIES OF REPORT TO:

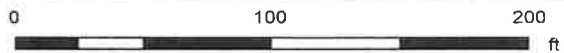
1. RGH Design (Attn: Ron Hackett)
2. Thompson, Dreessen & Dorner, Inc. (Attn: Chris Dorner)
3. Vela Escamilla & Boyles, Inc. (Attn: Mike Boyles)
3. Public Upon Request


Prepared by:


Planning Manager Date of Report

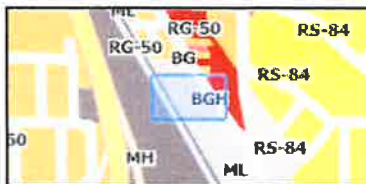


Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska



Map Scale 1: 1128

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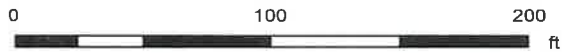


Notes





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

13a.
6/6/2023

COUNCIL MEETING DATE: June 20, 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:

Approval of a request to rezone Lots 1 and 2, Childs Estate Acres Replat 7, being a replat of Lot 8, Replat Childs Estate Acres, and Lot 23, Childs Estate Acres, from RG-50 and RS-84 to RG-50 and RS-84, for the purpose of a lot line adjustment; and small subdivision plat Lots 1 and 2, Childs Estate Acres Replat.

SYNOPSIS/BACKGROUND:

Eric Cano is requesting approval of a rezoning and small subdivision plat for Lots 1 and 2 Childs Estate Acres Replat 7, for the purpose of a lot line adjustment. A fence on proposed Lot 1 is approximately 5 feet over the property line of proposed Lot 2. The lot line adjustment places the fence entirely onto Lot 1. The net change in lot area after the replat would be 30 square feet and the maximum displacement of the lot line is 5 feet. The minimum lot size in the RG-50 Zoning District is 5,000 square feet and 8,400 square feet in RS-84. Both lots meet the minimum requirements for their perspective zoning districts.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

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

ATTACHMENTS:

- | | | |
|-------------------------|-------------------------|-------------------------|
| 1. PC Recommendation | 2. Staff Report | 3. Ord. No. 4124 |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: 

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: 

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Bonifacio Ascencio and Eric Cano

CASE #'s: Z-2304-09, S-2304-05

CITY COUNCIL HEARING DATE: June 20, 2023

REQUEST: to rezone Lots 1 and 2, Childs Estate Acres Replat 7, being a replat of Lot 8, Replat Childs Estate Acres and Lot 23, Childs Estate Acres, located in the Northeast ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from RG-50 and RS-84 to RG-50 and RS-84, for the purpose of a lot line adjustment; and small subdivision plat Lots 1 and 2, Childs Estate Acres Replat 7.

On May 25, 2023, the City of Bellevue Planning Commission voted five yes, zero no, four absent and zero abstained:

APPROVAL based upon lack of perceived negative impact to the surrounding neighborhood, and conformance with the Zoning Ordinance and Comprehensive Plan.

VOTE:

Yes:	Five:	No:	Zero:	Abstain:	Zero:	Absent:	Four:
	Hankins						Ritz
	Aerni						Sims
	Cutsforth						Bennett
	Ackley						Perrin
	Jacobson						

Planning Commission Hearing (s) was held on: May 25, 2023

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBER: Z-2304-09
S-2304-05

FOR HEARING OF:
REPORT #1: May 25, 2023
REPORT #2: June 20, 2023

I. GENERAL INFORMATION

A. APPLICANTS:

Bonifacio Ascencio
Eric Cano
8601 West Dodge Road Ste 120
Omaha, NE 68114

B. PROPERTY OWNERS:

Allen and Susan Vopalka
1001 Virginia Street
Bellevue, NE 68147

Jacob and Lauren Rascon
1003 Virginia Street
Bellevue, NE 68147

C. GENERAL LOCATION:

1001 and 1003 Virginia Street

D. LEGAL DESCRIPTION:

Lots 1 and 2, Childs Estate Acres Replat 7, being a replat of Lot 8, Replat Childs Estate Acres, and Lot 23, Childs Estate Acres, located in the Northeast ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTION:

1. Rezone Lots 1 and 2, Childs Estate Acres Replat 7, from RG-50 and RS-84 to RG-50 and RS-84, for the purpose of a lot line adjustment.
2. Small Subdivision Plat Lots 1 and 2, Childs Estate Acres Replat 7, and Lot 23, Childs Estate Acres.

F. EXISTING ZONING AND LAND USE:

RG-50 and RS-84, Single Family Residential

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a rezoning and small subdivision plat for the purpose of a lot line adjustment

H. SIZE OF SITE:

Lot 8, Replat Childs Estate Acres, is .28 acres and Lot 23, Childs Estate Acres, is 1.46 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

Lot 8 is presently developed with a single family residential building and an accessory structure; Lot 23 is developed with a single family residential building, a detached garage, and three accessory structures.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Single Family Residential, RS-84 (across Virginia Street)
2. **East:** Single Family Residential, RS-84
3. **South:** Single Family Residential, RS-84
4. **West:** Single Family Residential, RG-50

C. REVELANT CASE HISTORY:

On May 25, 2023, the Planning Commission recommended APPROVAL of a request to rezone Lots 1 and 2, Childs Estate Acres Replat 7, being a replat of Lot 8, Replat Childs Restate Acres and Lot 23, Childs Estate Acres, located in the Northeast ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy Count, Nebraska, from RG-50 and RS-84 to RG-50 and RS-84, for the purpose of a lot line adjustment; and small subdivision plat Lots 1 and 2, Childs Estate Acres Replat 7.

D. APPLICABLE REGULATIONS:

1. Section 5.09, Zoning Ordinance, regarding RS-84 uses and requirements.
2. Section 5.12, Zoning Ordinance, regarding RG-50 uses and requirements.
3. Chapter 5, Subdivision Regulations, regarding small subdivisions.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data information available for this area.
2. The properties presently have access from private driveways off of Virginia Street.

D. UTILITIES:

All utilities are available to this location.

E. ANALYSIS:

1. Eric Cano is requesting approval of a rezoning and small subdivision plat for Lots 1 and 2 Childs Estate Acres Replat 7, for the purpose of a lot line adjustment.
2. A fence on proposed Lot 1 is approximately 5 feet over the property line of proposed Lot 2. The requested lot line adjustment places the fence entirely onto Lot 1. The net change in lot area after the replat would be 30 square feet and the maximum displacement of the lot line is 5 feet.

The minimum lot size in the RG-50 Zoning District is 5,000 square feet and 8,400 square feet in RS-84. Both lots meet the minimum requirements for their perspective zoning districts.

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

Matt Knight, Public Works Engineer, had minor technical comments regarding the small subdivision plat. The surveyor has made the requested revisions.

4. The Future Land Use Map of the Comprehensive Plan shows this area as medium density residential. The applicant's requests are in conformity with the Comprehensive Plan.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon lack of perceived negative impact to the surrounding neighborhood, and conformance with the Zoning Ordinance and Comprehensive Plan.

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon lack of perceived negative impact to the surrounding neighborhood, and conformance with the Zoning Ordinance and Comprehensive Plan.

VI. ATTACHMENTS TO REPORT

1. Vicinity map/Zoning Map
2. 2022 GIS aerial photo of the property
3. Small Subdivision Plat received May 19, 2023
4. As Built Plot Plan received April 10, 2023
5. Letter from the applicant received April 10, 2023

VII. COPIES OF REPORT TO:

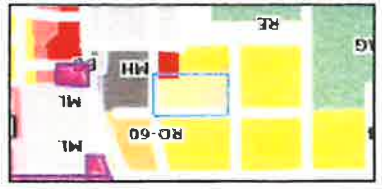
1. Applicant and Property Owners (Eric Cano/Jacob Rascon/Allen Vopalka)
2. Boundaryline Surveys (Sam Decker)
3. Public Upon Request


Assistant Planning Manager

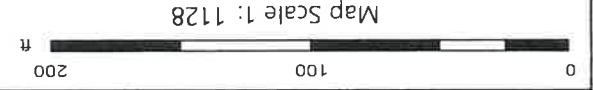

Planning Manager Date of Report



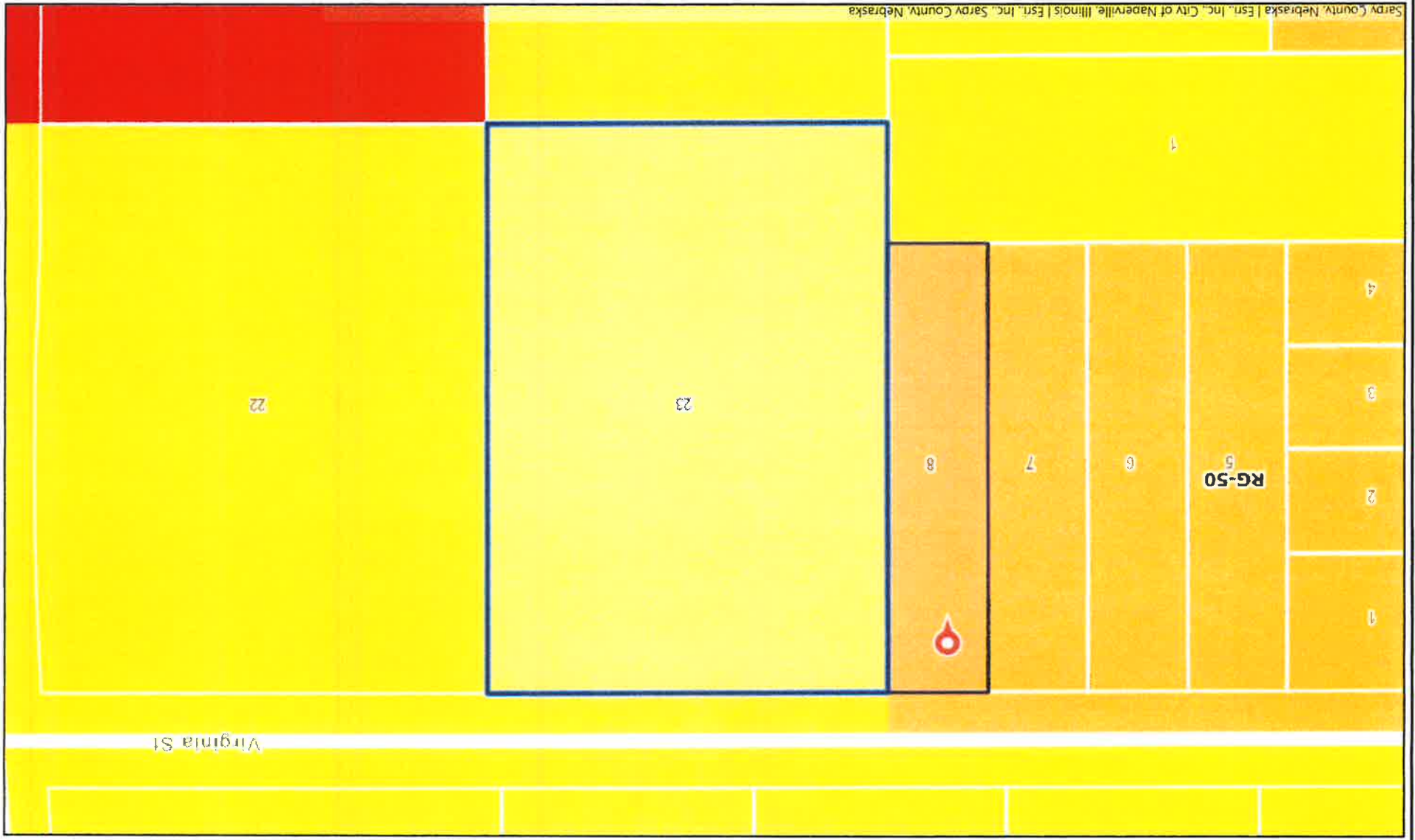
Notes



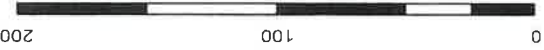
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Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska



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

Childs Estate Acres Replat 7

Lots 1 & 2

Being a replat of Lot 8, Replat Childs Estate Acres, and Lot 23, Childs Estate Acres as surveyed, platted and recorded in the Northeast Quarter of Section 22, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska

RECEIVED

MAY 19 2023

PLANNING DEPT.

SURVEYOR'S CERTIFICATION
 I, Samuel David Decker, Nebraska Registered Land Surveyor No. 833, duly registered under the Land Surveyor's Regulation Act, do hereby state that I have performed a survey of the land depicted on the accompanying plat and to the best of my knowledge and belief is true, correct and in accordance with the Land Surveyor's Regulation Act in effect at the time of this survey. (That said plat is a true delineation of said survey performed personally or under my direct supervision, and that said survey was made with reference to known and recorded monuments marked as shown of the subdivision to be known as "Childs Estate Acres Replat 7," being a replat of Lot 8, Replat Childs Estate Acres, and Lot 23, Childs Estate Acres, Bellevue, more particularly described as follows

BEGINNING at the northwest corner of said Lot 8, thence along the north line of said Lot 8, N 87°50'00" E, 51.77 feet to the northwest corner of said Lot 8, thence along the north line of said Lot 23, N 88°07'36" E, 208.28 feet to the northeast corner of said Lot 23, thence along the east line of said Lot 23, S 02°09'36" E, 304.85 feet to the southeast corner of said Lot 23, thence along the south line of said Lot 23, S 87°54'47" W, 208.68 feet to the southwest corner of said Lot 23, thence along the west line of said Lot 23, N 01°56'45" W, 66.06 feet to the south line of said Lot 8 to the southeast corner of said Lot 8, thence along the south line of said Lot 8 to the southwest corner of said Lot 8, thence along the west line of said Lot 8, N 02°06'04" W, 239.49 feet to the point of beginning.

Said Tract Contains 76,022 square feet, or 1.75 acres, more or less.
 Samuel D. Decker LS833 Date _____

DEDICATION
 KNOW ALL PERSONS BY THESE PRESENTS that we, Lauren Rascon, Jacob Rascon, and Allen Jerry Vopalka, being the owners of the property described within the Surveyor's Certificate and embraced within this plat, have caused said land to be Replatted as shown, said addition to be hereafter known as "CHILD'S ESTATE ACRES REPLAT 7" and we do hereby ratify and approve of the disposition of our property as shown on this plat and further grant perpetual easements to Omaha Public Power District (OPPD), Cox Communications, and CenturyLink across a five (5) foot wide strip of land abutting all front and side boundary lot lines, an eight (8) foot wide strip of land abutting the rear boundary lines of all interior lots, and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above-described addition. The sixteen (16) foot wide easement may be reduced to eight (8) feet wide when the adjacent land is surveyed, platted and recorded. The subdivider shall grant perpetual easements to Metropolitan Utilities District and/or Black Hills Energy, their successors and assigns to erect, install, operate, maintain, repair, and renew pipelines, hydrants, and other related facilities and to extend thereon pipes for the transmission of gas and water on, through, under, and across a five (5) foot wide strip of land abutting all cul-de-sac streets. No permanent buildings or retaining walls shall be placed in said easement ways, but the same may be used for gardens, shrubs, landscaping, and other purposes that do not then or later interfere with the aforesaid or rights herein granted.

In witness whereof, I do set my name this _____ day of _____, 2023.
 Lauren Rascon
 In witness whereof, I do set my name this _____ day of _____, 2023.
 Jacob Rascon
 In witness whereof, I do set my name this _____ day of _____, 2023.
 Allen Jerry Vopalka

ACKNOWLEDGEMENT OF NOTARY
 State of Nebraska)
 County of Sarpy)
 On this _____ day of _____, 2023, before me, a notary public, duly qualified and commissioned in and for said county and state, personally appeared Lauren Rascon, who is personally known to me to be the identical person whose name is affixed to the foregoing instrument and they did acknowledge the signing of the same to be their voluntary act and deed.

ACKNOWLEDGEMENT OF NOTARY
 State of Nebraska)
 County of Sarpy)
 On this _____ day of _____, 2023, before me, a notary public, duly qualified and commissioned in and for said county and state, personally appeared Jacob Rascon, who is personally known to me to be the identical person whose name is affixed to the foregoing instrument and they did acknowledge the signing of the same to be their voluntary act and deed.

ACKNOWLEDGEMENT OF NOTARY
 State of Nebraska)
 County of Sarpy)
 On this _____ day of _____, 2023, before me, a notary public, duly qualified and commissioned in and for said county and state, personally appeared Allen Jerry Vopalka, who is personally known to me to be the identical person whose name is affixed to the foregoing instrument and they did acknowledge the signing of the same to be their voluntary act and deed.

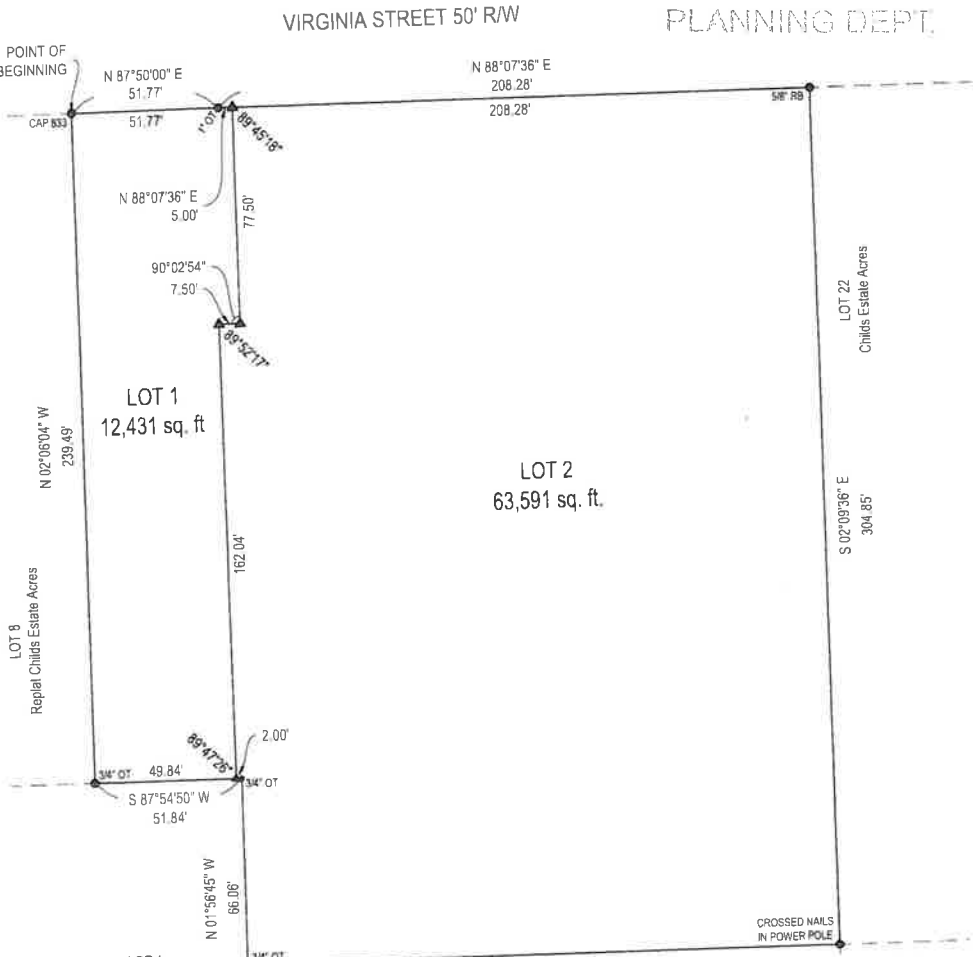
Notary Public _____ Attest _____

SARPY COUNTY TREASURER'S CERTIFICATION
 This is to certify that I find no regular or special taxes due or delinquent against the property as described in the Surveyor's Certificate and embraced within this plat as shown on the records of this office _____ day of _____, 2023.
 Sarpy County Treasurer _____

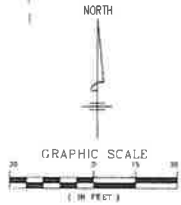
APPROVAL OF THE CITY OF BELLEVUE PLANNING COMMISSION
 This plat of CHILD'S ESTATE ACRES REPLAT 7, LOTS 1 AND 2, was approved by the Bellevue City Planning Commission _____ Date _____

REVIEWED BY SARPY COUNTY PUBLIC WORKS
 This Plat of CHILD'S ESTATE ACRES REPLAT 7, LOTS 1 AND 2, was reviewed by the Sarpy County Surveyors Office this _____ day of _____, 2023.
 Sarpy County Surveyor (Engineer) _____

BELLEVUE CITY COUNCIL APPROVAL
 This Plat of CHILD'S ESTATE ACRES REPLAT 7, LOTS 1 AND 2, was approved by the City Council of Bellevue on this _____ day of _____, 2023. Approval of this final plat shall become null and void ninety (90) days from the date of City Council approval if this final plat is not filed with the register of deeds as provided in section 4-12 of the City of Bellevue Subdivision Regulations.
 Mayor _____



NOTES:
 1) Bearings are assumed
 2) Current zoning of Lot 8 is RG-50, Lot 23 is RS-64
 3) This property is subject to easements and rights-of-way of record



BOUNDARYLINE SURVEYS
 OEHME - NIELSEN & ASSOCIATES, INC.
 10017 Pine Creek • Omaha, NE 68114 • (402) 441-2333 • fax: 402-441-6444

Small Subdivision
 Lauren Rascon, Jacob Rascon, & Allen Jerry Vopalka
 1001 & 1003 Virginia Street
 Bellevue, Nebraska

Project	Field Book	Sheet
ONI1537	367	1 of 3
Date	Page	Drawn
JAN 20, 2023	47	JN

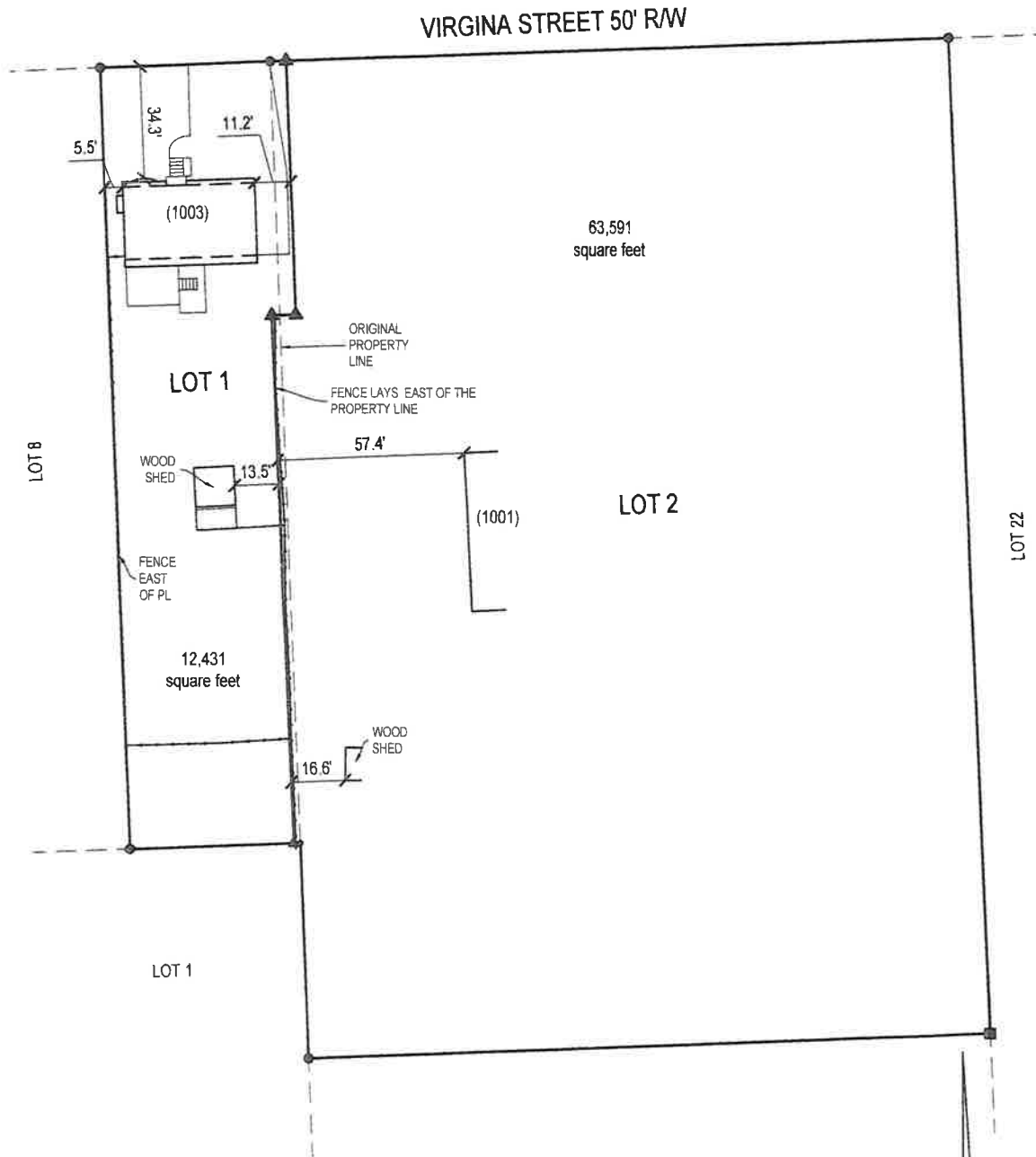
Subdivisional corner	OT Open top pipe	(P) Record bearing/distance
Property corner found	PT Pinch top pipe	(A) Measured bearing/distance
Property corner set	RB Rebar	(C) Calculated bearing/distance
Computed location	SI Solid iron pin	(S) Previous survey bearing/distance
Drill hole	PK Concrete nail	Set Pins 1/2"x24" rebar with pink cap stamped "LS-833"

AS-BUILT SURVEY

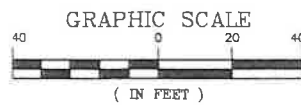


BOUNDARYLINE SURVEYS

10617 Burt Circle
Omaha, Nebraska 68114
402-334-2032



RECEIVED
APR 10 2023
PLANNING DEPT.



We are requesting a change to the zoning map to account for a proposed replat for a lot line adjustment. The use of neither lot will change the net change in lot area after the replat would be 30 square feet. The maximum displacement of the property line is 5 feet. The lot line adjustment is being made to place a meandering fence entirely on the east lot.

RECEIVED
APR 10 2023
PLANNING DEPT.

ORDINANCE NO. 4124

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 1001/1003 VIRGINIA STREET, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lot 1, Child Estate Acres Replat 7, located in the Northeast 1/4 of Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From RG-50 (General Residential – 5,000 Square Foot Zone) and RS-84 (Single-Family Residential – 8,400 Square Foot Zone) to RG-50 (General Residential- 5,000 Square Foot Zone).

Lot 2, Child Estate Acres Replat 7, located in the Northeast 1/4 of Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From RG-50 (General Residential – 5,000 Square Foot Zone) and RS-84 (Single-Family Residential – 8,400 Square Foot Zone) to RS-84 (Single-Family Residential – 8,400 Square Foot Zone).

(Bonifacio Ascencio and Eric Cano)

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

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

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

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 06/06/2023		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:

Event License Application - Kevin Power Event Application to raise donation for Food Pantry and waiving the \$50 event free

SYNOPSIS/BACKGROUND:

Kevin Power is asking for an Event License for his Private Event (10th Annual Pak-the-Pantry Neighborhood Collection Party) 108 Fox Meadow Court, from 6:00 p.m. to 12:00 a.m. (Music from 8:00 p.m. to 11:00 a.m.) on Saturday, July 22, 2023.

FISCAL IMPACT: \$00 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 DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Recommendation to approve Event Application for Kevin Power's Private Event (10th Annual Pak-the-Pantry Neighborhood Collection Party), 108 Fox Meadow Court, from 6:00 p.m. to 12:00 a.m. (Music from 8:00 p.m. to 11:00 a.m.) on Saturday, July 22, 2023 and to waive the \$50 Event Fee.

ATTACHMENTS:

- Application for Event License
- Comments from PD, Streets, & Parks
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures in blue ink]



CITY OF BELLEVUE
APPLICATION FOR EVENT LICENSE

The undersigned hereby makes application to conduct or operate a carnival, show, temporary amusement park, or music concert in the City of Bellevue, Nebraska, under the provisions of City Code Sections 5-36 thru 5-40, and hereby submits the following facts in support thereof:

Date: 5/7/23

APPLICANT NAME: KEVIN POWER ADDRESS: 108 FOX MEADOW COURT, BELLEVUE

PHONE #: 402 960 2579 EMAIL ADDRESS: POW22@KPE-INC.COM

CORPORATION (Name/Address): NA

CORPORATION OFFICERS: NA

PROPOSED ACTIVITY: PRIVATE PAK-THE-PANTRY NEIGHBORHOOD COLLECTION PARTY (10TH ANNUAL)

DAY/DATE OF PROPOSED ACTIVITY: JULY 22, 2023 RAIN DATES: NONE

LOCATION OF PROPOSED ACTIVITY: 108 FOX MEADOW COURT, BELLEVUE

HOURS OF OPERATION: 6-12 WITH LIVE MUSIC FROM 8-11

WHAT PROVISIONS, IF APPLICABLE, HAVE BEEN MADE FOR THE FOLLOWING:

1. Sanitary Facilities: HOME
2. Running Water: HOME
3. Power: HOME
4. Parking: NEIGHBORHOOD (NEIGHBORS ARE ALL INVOLVED)
5. Insurance: PRIVATE EVENT -NOT OPEN TO GENERAL PUBLIC

(Please provide Certificate of Insurance Naming City of Bellevue as Additional Insured)

Please address any specific requests of the Police/Parks/Streets Departments on the 2nd page.

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. **I understand the \$50.00 event fee is a NON-REFUNDABLE APPLICATION FEE.**

Signature of Applicant: KEVIN C POWER

Digitally signed by KEVIN C POWER
DN: cn=U.S. EMAIL=kevin.c.power@kpe-inc.com, o=KPE, cn=KEVIN C POWER
Reason: I agree to the terms defined by the placement of my signature on this document
Date: 2023.05.07.09:23:29-0500

FOR CITY OFFICE USE ONLY:



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 Stroehrer

Parks Department
 Jim Shada
 Mark Blackburn

Streets Department
 Bobby Riggs

Public Works Department
 Dave Goedeken

FROM: Susan Kluthe

DATE: May 9, 2023

SUBJECT: Approve request of application for Kevin Power (Private Fund Raiser) at his home (108 Fox Meadow Court, Bellevue on July 22, 2023 from 6:00 PM to 12:00 PM (Music from 8:00 PM to 11:00 PM) and to waive the application fee. Please review and provide any comments.

Please make comments on the above request and return to Susan Kluthe, by, **Tuesday, May 23, 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.

Capt. K. Stroehrer #171

Signature or Fill in Your Name

5-9-23

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
 - Capt. Kurt Stroehrer

- Parks Department
 - Jim Shada
 - Mark Blackburn

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Dave Goedeken

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Please make comments on the above request and return to Susan Kluthe, by **Tuesday, May 23, 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

Karen Chandler
Signature or Fill in Your Name

5/9/2023
Date

Notice of Public Hearing
Private Charity Event

Notice is hereby given, pursuant to the Bellevue City Code, on Tuesday, June 6, 2023, the Bellevue City Council will hold a public hearing on the request of an Event License Application for Kevin Power to host a Private Charity Event to raise donations for the Bellevue Food Pantry from 6:00 p.m. until 12:00 a.m. on Saturday, July 22, 2023.

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: 06/06/2023		SUBMITTED BY: 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:

Application from Kiwanis Club of Bellevue-Offutt for the Arrows to Aerospace Celebration on Friday, August 18, 2023 at the Senior Center from 11:00 a.m. to 3:00 p.m. and Saturday, August 19, 2023 at Mission Avenue and Washington Park from 6:00 a.m. to 4:00 p.m. Request to waive \$50.00 event license fee.

SYNOPSIS/BACKGROUND:

The "Arrows to Aerospace Celebration" is an annual event held by the Kiwanis Club which includes a parade and various other activities at the Bellevue Senior Center, Mission Avenue and Washington Park. The event will be held on Friday, August 18, 2023 at Senior Center from 11:00 a.m. to 3:00 p.m. and Saturday, August 20, 2022 at Mission Avenue and Washington Park from 6:00 a.m. to 4:00 p.m. Request to waive \$50.00 event license fee.

FISCAL IMPACT: Request to Waive 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 DISTRUBUTION CODE:	ACCOUNT NUMBER:	

RECOMMENDATION:

Recommend approval of application from Kiwanis Club of Bellevue-Offutt for the Arrows to Aerospace Celebration on Friday, August 18, 2023 at Senior Center from 11:00 a.m. to 3:00 p.m. and Saturday, August 19, 2023, Mission Avenue and Washington Park from 6:00 a.m. to 4:00 p.m. and to waive \$50.00 event license fee.

ATTACHMENTS:

1. Application for Event License	2. Certificate of Insurance	3. Comments from PD, Streets, & Parks
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

City of Bellevue
City Clerk
1500 Wall Street
Bellevue, NE 68005
(402) 293-3007

- Police Department
 - Asst. Chief Andy Jashinske
 - Sgt. Larry Lampman
 - Capt. Kurt Stroehrer

- Parks Department
 - Jim Shada
 - Mark Blackburn

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Dave Goedeken

FROM: Susan Kluthe

DATE: May 25, 2023

SUBJECT: Approve request of application for Arrows to Aerospace to host their annual celebration August 18-19, 2023 for the following times: Friday, August 18, 2023 from 11:00 a.m. – 3:00 p.m. at the Senior Center; and Saturday, August 19, 2023 from 6:00 a.m. – 4:00 p.m. on Mission Ave. and at Washington Park and to waive the application fee. Please review and provide any comments.

Please make comments on the above request and return to Susan Kluthe, by, **Tuesday, May 30, 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. Stroehrer
Signature or Fill in Your Name

5-25-23
Date



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

City of Bellevue
City Clerk
1500 Wall Street
Bellevue, NE 68005
(402) 293-3007

- Police Department
 - Asst. Chief Andy Jashinske
 - Sgt. Larry Lampman
 - Capt. Kurt Stroehler

- Parks Department
 - Jim Shada
 - Mark Blackburn

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Dave Goedeken

FROM: Susan Kluthe

DATE: May 25, 2023

SUBJECT: Approve request of application for Arrows to Aerospace to host their annual celebration August 18-19, 2023 for the following times: Friday, August 18, 2023 from 11:00 a.m. – 3:00 p.m. at the Senior Center; and Saturday, August 19, 2023 from 6:00 a.m. – 4:00 p.m. on Mission Ave. and at Washington Park and to waive the application fee. Please review and provide any comments.

Please make comments on the above request and return to Susan Kluthe, by **Tuesday, May 30, 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

Karen Chandler
Signature or Fill in Your Name

5/25/2023
Date



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

City of Bellevue
City Clerk
1500 Wall Street
Bellevue, NE 68005
(402) 293-3007

- Police Department
Asst. Chief Andy Jashinske
Sgt. Larry Lampman
Capt. Kurt Stroehrer

- Parks Department
Jim Shada
Mark Blackburn

- Streets Department
Bobby Riggs

- Public Works Department
Dave Goedeken

FROM: Susan Kluthe

DATE: May 25, 2023

SUBJECT: Approve request of application for Arrows to Aerospace to host their annual celebration August 18-19, 2023 for the following times: Friday, August 18, 2023 from 11:00 a.m. - 3:00 p.m. at the Senior Center; and Saturday, August 19, 2023 from 6:00 a.m. - 4:00 p.m. on Mission Ave. and at Washington Park and to waive the application fee. Please review and provide any comments.

Please make comments on the above request and return to Susan Kluthe, by Tuesday, May 30, 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

Bellevue Streets will assist the police department with traffic control and messaging for the annual event.

Bobby Riggs - Street Superintendent

05/22/2023

Signature or Fill in Your Name

Date



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

City of Bellevue
City Clerk
1500 Wall Street
Bellevue, NE 68005
(402) 293-3007

- Police Department
Asst. Chief Andy Jashinske
Sgt. Larry Lampman
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- Streets Department
Bobby Riggs

- Public Works Department
Dave Goedeken

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Please make comments on the above request and return to Susan Kluthe, by, Tuesday, May 30, 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

Bellevue Streets will assist the police department with traffic control and messaging for the annual event.

Bobby Riggs - Street Superintendent

Dave Goedeken

Signature or Fill in Your Name

05/22/2023

05/25/2023

Date

Handwritten signature of Dave Goedeken and date 5/25/23



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

APPLICATION FOR EVENT LICENSE

The undersigned hereby makes application to conduct or operate a carnival, show, temporary amusement park, or music concert in the City of Bellevue, Nebraska, under the provisions of City Code Sections 5-36 thru 5-40, and hereby submits the following facts in support thereof:

Organization Name: Kiwanis Club of Bellevue-Offutt Date: 5/23/2023

Contact Person Information for Organization:

Name: Karen Mier Phone: 402-990-1295 Email: gjmier@cox.net
Address: 12802 S. 33rd St. City: Bellevue State: NE Zip: 68123

Event Information:

Event Name: Arrows to Aerospace celebration

Location of Event/Alternate Location:

Senior Center (Friday); Mission Ave. and Washington Park (Saturday)

Dates of Event: August 18-19, 2023 Alternate Dates: none Hours of Event: 6am to 4pm (Sat) 11am to 3pm (Fri)

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

- 1. Sanitary Facilities: We order Porta-potties for Washington Park and along the parade route.
2. Running Water:
3. Power:
4. Parking: Police department contacts residents along the parade line-up streets.
5. Insurance: Covered by Kiwanis International

(Please provide Certificate of Insurance Naming City of Bellevue as Additional Insured)

Please address any specific requests of the Police/Parks/Streets Departments on the 2nd page.

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. I understand the \$50.00 event fee is a NON-REFUNDABLE APPLICATION FEE.

Signature of Applicant: Karen E Mier

Police Department Requests:

We work with the Police Department regarding the closing of streets for the parade and around Washington Park on Saturday.

Parks Department Requests:

We've contacted the Recreation Department to indicate that we'd like to reserve Washington Park for the day and ask that no weddings be scheduled in the church across the street for that day.

Street Department Requests:

Street closures are coordinated with the Police Department.

Special Request:

We request that the City waive the license fee for this event.

FOR CITY OFFICE USE ONLY:

Notice of Hearing published in a legal newspaper on 5/31, 2023
City Council hearing date: 6/16/23
License Fee of \$50 paid on: _____ Receipt #: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant - Indianapolis 10401 North Meridian St, Ste 200 Indianapolis IN 46290	CONTACT NAME: Lisa Christenson PHONE (A/C, No, Ext): 317-817-5172 FAX (A/C, No): 317-817-5151 E-MAIL ADDRESS: kiwaniscert@hylant.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company	NAIC # 19437
INSURED Kiwanis International, All Clubs and Their Members 3636 Woodview Trace Indianapolis IN 46268	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 440312572 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		013136005	11/1/2022	11/1/2023	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Liquor Liability	\$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>			013136005	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N					PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Self-Insured Retention			013136005	11/1/2022	11/1/2023	All Claims	\$75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder and others as defined in the written agreement are additional insured subject to the terms, conditions, and exclusions on the policy with respect to the General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term are included). August 17th through 19th, 2023 or any future date(s) during the policy term. Arrows to Aerospace Celebration, Parade, Food, Bounce Houses and Pony Rides Located @ Bellevue Senior Center, Washington Park and Nearby Locations in Bellevue, NE Kiwanis Club of Bellevue-Offutt

CERTIFICATE HOLDER City of Bellevue, NE 1500 Wall St. Bellevue NE 68005	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Judy K. Wilson</i>

ENDORSEMENT

This endorsement, effective 12:01 AM 11/01/2022

Forms a part of policy no.: 013136005

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG 2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

City of Bellevue, NE
1500 Wall St.
Bellevue, NE 68005

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.



Authorized Representative

Notice of Public Hearing
Arrows to Aerospace Event

Notice is hereby given, pursuant to Sec. 5-36 through 5-40 of the Bellevue City Code, on Tuesday, June 6, 2023, the Bellevue City Council will hold a public hearing on the request of an Event License Application for Arrows to Aerospace to host their annual celebration on August 18-19, 2023 during the following times: Friday, August 18, 2023 from 11:00 a.m. – 3:00 p.m. at the Senior Center; and Saturday, August 19, 2023 from 6:00 a.m. – 4:00 p.m. on Mission Ave. and at Washington Park.

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
Bellevue City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15a.
6/6/2023

COUNCIL MEETING DATE: 06/06/2023	SUBMITTED BY: Wastewater/Public Works	Prepared by: 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 type="checkbox"/>
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Resolution to amend the Master Fee Schedule regarding trash and recycling collection fees

SYNOPSIS/BACKGROUND:

The various city departments review fees on a regular basis. Based on these reviews, Public Works/Wastewater Dept. is requesting to update trash and recycling collection fees.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Approve and authorize the Mayor to sign Resolution No. 2023-13 updating the Master Fee Schedule regarding trash and recycling collection fees.

ATTACHMENTS:

1. Resolution 2023-13 (Red-lined version)	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: _____

RESOLUTION NO. ~~2023-11~~ 13

WHEREAS, the Bellevue City Council passed and adopted the code of the City of Bellevue, Section 11-120 of Article VII, which provides for a Master Fee Schedule for various permits, fees and taxes to be collected by the City of Bellevue, and

WHEREAS, the code of the City of Bellevue, Section 11-120 of Article VII, provides that the Master Fee Schedule may be established and amended by resolution of the Bellevue City Council, and

WHEREAS, the Bellevue City Council has determined that the Master Fee Schedule established by Resolution 2009-04, passed March 9, 2009, shall be amended from time to time to fix various fees and taxes for goods and services provided by the City, and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Bellevue that Resolution 2009-04 establishing the Master Fee Schedule, and last amended by Resolution No. 2023-~~33~~-11 passed ~~November 1, 2022~~ May 2, 2023 is amended as follows:

MASTER FEE SCHEDULE

BUILDING & USE FEES

Arterial Street Improvement Program (“ASIP”) fees:

1. For all new agricultural construction, including single family dwellings and buildings for uses permitted in the Agricultural District, a fee of \$1,500.00 shall be charged at the time the building permit is issued.
2. For all the new residential construction, including single family dwellings, town homes (per living unit), and duplexes (per living unit), a fee of \$1,500.00 shall be charged at the time the building permit is issued.
3. For new mobile home pads, a fee in the amount of \$1,000.00 per unit shall be charged when the site is permitted.
4. For new multi-family residential construction, a fee in the amount of \$5,000.00 per development acre shall be charged when the building permit is issued.
5. For new civic, office and commercial use type construction, as defined in the City of Bellevue’s Zoning Code, a fee in the amount of \$5,000.00 per development acre (as such term is defined in Bellevue City Code Section 28-179) shall be charged when the building permit is issued.
6. For new industrial construction, a fee in the amount of \$1,000.00 per development acre shall be charged when the building permit is issued.

Building Permit

Building, Plumbing, Mechanical
Electrical and Grading

1997 Uniform Administrative Code fees as amended

Penalty Fee

4x regular permit fee

BUILDING & USE FEES (Continued)

Refund Policy	Up to 80% in accordance with Section 304.6 of the 1997 Uniform Administrative Code; NO refund will be given after 180 days
Pre-connect deposit fees	\$500
Penalty Fee 2 nd revocation	\$1,500
Penalty Fee 3 rd revocation	\$5,000
Papio Creek and South Sarpy Watershed Partnership Fees	
(Effective July 1, 2022 – June 30, 2023)	
Residential – up to a four plex	\$1002 per dwelling unit
Multi-family – greater than a four plex	\$4410 per gross acre
Commercial and Industrial	\$5345 per gross acre
(Effective July 1, 2023 – June 30, 2024)	
Residential – up to a four plex	\$1027 per dwelling unit
Multi-family – greater than a four plex	\$4520 per gross acre
Commercial and Industrial	\$5478 per gross acre
These fees shall apply to the issuance of building permits for new development and significant redevelopment of property in the Papio Creek and South Sarpy Watersheds, as provided for in the Papio Creek Watershed Partnership Agreement and the South Sarpy Watershed Partnership Agreement. Developing subdivisions platted prior to 2009 shall be exempt from the collection of Watershed Fees.	
Plan Review Fee (New Construction)	
Commercial	25% of building permit fee
Demolition of Building Permit (\$25,000 bond for each)	
Residential accessory structures less than 1200 square feet	\$40
One- and two-family dwellings	Determined by total cost of contract as calculated from Table 3-A of the 1997 Uniform Administrative Code
Non-residential structures	Determined by 40% of Sarpy County assessed value and calculated from Table 3-A of 1997 Uniform Administrative Code
Building Moving Permit (120 sq. ft. or greater)	\$25
Sheds	Shed based on the 1997 Uniform Administrative Code fees as amended by ordinance.

FIRE ALARM/FIRE EXTINGUISHING SYSTEM FEES

Smoke Detectors (low voltage)	\$ 1.10 each
Pull Stations	\$ 1.10 each
Heat Detectors	\$ 1.10 each
Water Flow Switches	\$ 1.10 each
Tamper Switches	\$ 1.10 each
Panel/ Circuit Connections	\$ 4.75 each
Remote Annunciators	\$ 1.10 each
Range Hood Fire Extinguishing	\$10.65 each
Issuance Fee	\$23.50 each
Issuing each Supplemental	\$ 7.25 each

CITY LICENSE – PLUMBING: MECHANICAL: SEWER: CONTRACTOR

License Fees

Mechanical Master/Master Plumber/ Sewer Layer	\$75 initial/\$75 renewal
Journeyman Plumber/Mechanical Journeyman/ Sheet Metal Journeyman/Mechanical Apprentice	\$25 initial/\$25 renewal
Lawn Sprinkler Contractor/Lawn Sprinkler Installer	\$25 initial/\$25 renewal
Apprentice Plumber	\$25 initial/\$25 renewal
Late Renewal Fees after Expiration of License Master & Journeyman Plumber/Master & Journeyman Mechanical/Sewer Layer/ Lawn Sprinkler Contractor & Installer	\$20 per month or part of/ up to 3 months.
Reinstatement fee for Mechanical, Plumbing, Lawn Sprinkler, Tile Layer Licenses	yearly license fee + late fees X2
Special Master Mechanical/Plumber (1 job only)	\$150
CLASS A General Contractor Unlimited	\$250 per year
CLASS B General Contractor Limited	\$200 per year
CLASS C Residential Contractor Unlimited	\$100 per year
CLASS D Residential Contractor Limited	\$ 75 per year
CLASS E Roofing Contractor Unlimited	\$ 50 per year
Late Contractor Renewal Fees after Expiration of License Class A General Contractor Unlimited	\$100/mo. or part of, up to 3 months
Class B General Contractor Limited	\$100/mo. or part of, up to 3 months
Class C Residential Contractor Unlimited	\$50/mo. or part of, up to 3 months
Class D Residential Contractor Limited	\$50/mo. or part of, up to 3 months
Class E Roofing Contractor Unlimited	\$20/mo. or part of, up to 3 months

NON-EMERGENCY FIRE AND RESCUE SQUAD FEES

MULTIPLE/FREQUENT REFUSALS/LIFT ASSISTS

1ST Weekly Call Per Patient will be FREE

2nd Call for Same Patient, In Same Week, will be \$ 400.00

3rd Call and Each Subsequent Call for Same Patient, within the Same Week will be \$ 500.00

Should a Facility Call for a Lift Assist or a Call that Results in a Refusal, the Facility will be billed \$ 400.00 Per Patient.

FIRE TRAINING FACILITY FEES

***Fees outlined for use of the fire training facility may be waived or reduced by the Bellevue Fire Chief with permission/approval from the City Council for good cause shown. If the use of the Fire Training Facility needs to be made prior to the time it can be brought before the City Council for approval, the City Administrator may approve the waiver or reduction of fees for good cause shown.**

Training Tower Only

TMA Fee/Public Fee

Annual Usage

5-4 Hour Scheduled Events Per Year

\$ 400.00/ \$ 700.00

10-4 Hour Scheduled Events Per Year

\$ 800.00/ \$1,400.00

15-4 Hour Scheduled Events Per Year

\$1,200.00/ \$2,150.00

Hour Rate

4 Hours

\$100.00/ \$150.00

8 Hours

\$200.00/ \$300.00

1 Gas/Tower Operator

Included/ Included

* Plus Consumable Material Used

Training Tower and Fire Simulator

TMA/ Public Fee

Annual Usage

5-4 Hour Scheduled Events Per Year

\$ 800.00/ \$1,950.00

10-4 Hour Scheduled Events Per Year

\$1,600.00/ \$3,900.00

15-4 Hour Scheduled Events Per Year

\$2,400.00/ \$5,850.00

Single Usage

1-4 Hour Scheduled Event

\$200.00 / \$400

Natural Gas

Included/ Included

1 Gas/Tower Operator

Included/ Included

*Additional Gas Operator

\$25.00 p/h / \$32.50 p/h

*Plus Consumable Material Used

Rail Car Simulator

TMA Fee/Public Fee

Annual Usage

5-4 Hour Scheduled Events Per Year

\$ 640.00/ \$ 640.00

10-4 Hour Scheduled Events Per Year

\$1,280.00/ \$1,280.00

FIRE TRAINING FACILITY FEES (Continued)

Single Usage 1-4 Hour Scheduled Event	\$160.00 / \$160.00
Natural Gas 1 Gas/Tower Operator	Included/ Included Included/ Included
Confined Space	TMA Fee/Public Fee
Annual Usage 5-4 Hour Scheduled Events Per Year	\$ 800.00/ \$1,450.00
10-4 Hour Scheduled Events Per Year	\$1,600.00/ \$2,800.00
Single Usage 1-4 Hour Scheduled Event	\$200.00 / \$300.00
2 Observers	Included/ Included
Driving Area	TMA Fee/Public Fee
Annual Usage 5-4 Hour Scheduled Events Per Year	\$400.00 / \$400.00
10-4 Hour Scheduled Events Per Year	\$800.00 / \$800.00
Single Usage 1-4 Hour Scheduled Event Per Year	\$100.00 / \$100.00
1 Observer	Included/Included
Cones	Included/Included
Extrication Area	TMA Fee/Public Fee
Annual Usage 5-4 Hour Scheduled Events Per Year	\$400.00 / \$400.00
10-4 Hour Scheduled Events Per Year	\$800.00 / \$800.00
Single Usage 5-4 Hour Scheduled Event Per Year	\$100.00 / \$100.00
1 Observer	Included/Included
*Each Vehicle	\$ 50.00 / \$50.00
Classroom Area	TMA Fee/Public Fee
Annual Usage: Contract Bellevue FD Training Site	

FIRE TRAINING FACILITY FEES (Continued)

Single Usage

Room 1

1-4 Hour Scheduled Events Per Year \$150.00 / \$150.00

10-4 Hour Scheduled Events Per Year \$300.00 / \$300.00

Room 2

1-4 Hour Scheduled Events Per Year \$100.00 / \$100.00

10-4 Hour Scheduled Events Per Year \$200.00 / \$200.00

Room 3

1-4 Hour Scheduled Events Per Year \$100.00 / \$100.00

1-8 Hour Scheduled Events Per Year \$200.00 / \$200.00

Rooms 1, 2 and 3

1-4 Hour Scheduled Events Per Year \$300.00 / \$300.00

1-8 Hour Scheduled Events Per Year \$600.00 / \$600.00

Available AV Equipment

Included/Included

Chairs

Included/Included

Janitorial Fee

Included/Included

Entire Training Site

TMA Fee/Public Fee

Annual Usage

Contact Bellevue FD Training Site

Single Use:

1-4 Hour Scheduled Events Per Year \$ 600.00 / \$ 600.00

1-8 Hour Scheduled Events Per Year \$1,200.00 / \$1,200.00

FIRE INSPECTION FEE SCHEDULE

Hospitals:

50 Beds or Less \$ 50.00

51 – 100 \$100.00

101 and Up \$150.00

Health Care Facilities

50 Beds or Less \$ 50.00

51 – 100 \$100.00

101 and Up \$150.00

Hospital and Nursing Home Revisits

\$50.00 up to one hour

\$25.00 for each additional ½ hour

NOT TO EXCEED \$150.00

Liquor Inspections:

Non-Consumption Establishment \$50.00

Consumption Establishments \$75.00

FIRE INSPECTION FEE SCHEDULE (Continued)

Revisits for either	\$50.00
Child Care Inspections:	
1 to 8 Children	\$40.00
9 to 12 Children	\$50.00
13 or More Children	\$60.00
Revisits for any of the above	\$40.00
Foster Care Inspections:	
Initial Inspection	\$20.00
Revisit Inspection	\$20.00
Investigative Reports:	
Fee for Reports	\$3.00 plus actual cost of printing

CODE ENFORCEMENT FEES

Seasonal Grass Mowing (required within a 12-month period commencing Jan. 1 of each year)	
1st mowing	\$200/min/hour + \$50 Admin fee
2nd mowing	\$400/min/hour + \$50 Admin fee
3rd or subsequent mowing	\$600/min/hour + \$50 Admin fee
Snow Removal	
1 st removal	\$100/min/hour + \$50 Admin fee
2 nd removal	\$200/min/hour + \$50 Admin fee
3 rd removal	\$300/min/hour + \$50 Admin fee
General Clean-up (includes junk, litter, concrete, building materials, tires, furniture, appliances, dog/cat waste, or similar)	
Small	\$300/min/hour + \$50 Admin fee
Large	\$500/min/hour + \$50 Admin fee
Trees and Brush (does not include contracted tree removal that would include jobs beyond the expertise of city crews)	
Small	\$300/min/hour + \$50 Admin fee
Large	\$700/min/hour + \$50 Admin fee
Graffiti removal	\$200/min/hour + \$50 Admin fee
Application Fee for Nuisance Violation Hearing	\$35

POLICE RANGE TRAINING FACILITY

Facility may only be utilized by approved law enforcement agencies at the availability of a Bellevue Police Firearms Instructor; each request must be reviewed and/or modified and approved by the Chief of Police

\$100/hour

GRADE PERMIT FEES

10 acres or less

1997 Uniform Administrative Code Fees as amended + \$750 NPDES Fee

More than 10 acres

1997 Uniform Administrative Code Fees as amended + \$1,250 NPDES fee

ZONING FEES

Comprehensive Plan Amendment

\$ 500

Change of Zone

less than 1 acre

\$ 175

1-5 acres

\$ 325

over 5 acres

\$ 525

Zoning Text Amendment

\$ 250

Subdivision Text Amendment

\$ 250

Conditional Use Permit

1 acre or less

\$ 175

more than 1 acre

\$ 325

Conditional Use Permit Amendment

1 acre or less

\$ 175

more than 1 acre

\$ 325

Administrative Review of Wireless Antennas

\$ 150

Preliminary Platting

\$1,000 + \$10 per lot

Final Platting

\$ 600 + \$5 per lot

Revised Preliminary Plat

\$1,000 + \$10 per lot

Extension of Date for Preliminary & Final Plats

\$ 200

Small Subdivision Plat

\$ 250 Administrative Approval +

\$ 300 City Council Approval

Vacation of Plat

\$ 150

Board of Adjustment Application

\$ 300

Flood Plain Development Permit

\$ 50

Sign Permit (by size of sign)

35 square feet or less

\$ 40

36 – 75 square feet

\$ 80

76 – 150 square feet

\$150

151 – 300 square feet

\$200

ZONING FEES (Continued)

Over 300 square feet Awnings	\$300 \$ 4.00/100 square foot of vertical projected area of awning or fraction thereof; \$40 minimum
Design Review Board Hearing Request	\$ 250
Application for Hearing/Hard Surface Parking Comm.	\$ 100
Zoning Verification Letter	\$ 50

SMALL WIRELESS FACILITIES (SWF) FEES

All permits necessary to deploy including but not limited to excavation, electrical, and building permit (s).	\$500.00 per application containing as few as one (1) and up to five (5) SWF \$100.00 for each additional SWF
An application of a new, modified, or replacement utility pole or support structure intended to support one or more SWF's and the associated SWF.	\$250 per pole or structure

OCCUPATION TAXES

Liquor License Occupation Taxes & Fees (Annual fee in addition to State License Fees)	
Class A Liquor License Holder	\$200
Class B Liquor License Holder	\$200
Class C Liquor License Holder	\$600
Class D Liquor License Holder	\$400
Class I Liquor License Holder	\$500
Class K Catering	\$200
Class L Craft Breweries	\$500
Class Y Farm Winery License Holder	\$500
Special Designated Permit	\$ 40/day
Transfer of Liquor License to Another Location	\$ 25 processing fee
Addition to Currently Licensed Premises	\$ 25 processing fee
Publication Charges	\$ 15
Natural Gas Distributors	3 % of Annual Gross
Telephone Companies Occupation Tax	6.25% of gross receipts
(includes land lines, wireless, cellular, & mobile)	
Hotel Operators Occupation Tax	5.5% of gross receipts
Music, Vending, & Amusement Machines	
Musical Machine for Profit	\$ 25/machine + \$100/year distributor
Tobacco	\$ 25/machine
Electronic Video/Mechanical	
Amusement Machine for Profit	\$ 25/machine + \$100/year distributor
Merchandise Vending Machine for Profit	\$ 5.00/machine + \$75/year distributor

OTHER FEES

Arborist	\$ 75 initial/\$50 renewal
Barricades	
Rental Deposit Fee	\$ 50/barricade/day
Construction Use	\$ 50/barricade/day (5 days maximum)
Beekeeping Permit	\$ 20
Bicycle License	\$ 2
Bus Bench Permit	\$ 75/per bench
Cemetery:	
Open/Close Fees: (includes Pre-Pay)	\$ 850 Full Size
	\$ 450 Cremains
	\$ 400 Infant
	\$ 275 Niche
Saturday Funeral (extra charge)	\$ 100
Winter Funerals (extra charge)	\$ 40
(November 15 – March 15)	
Other Fees:	
	\$ 10 Stone Setting Permit
	\$ 100 Government Marker setting fee
	\$ 125 Attach VA Marker to Niche Door or or Engraving
Disinterment Fees:	
	\$1,100 Full size
	\$ 600 Cremains
	\$ 555 Infant
Grave Spaces:	
	\$ 800 Full Size (New Sections G & H)
	\$ 125 Infant
	\$ 800 Niche
Walkway Plots	\$1,000
Columbarium Plots	
	\$1,200 Row 1 (Top of Columbarium)
	\$1,000 Row 2
	\$ 800 Row 3
	\$ 600 Row 4
	\$ 400 Row 5
Green Burial Space:	\$1,600 Full Size (includes marker)
In-Ground Cremation Space:	\$ 900 (includes marker)
Scattering Garden:	\$ 400 (includes brass plaque)
Commemorative Street Application Fee	\$25

Dog, Cat & Pot-Bellied Pig Fees (Collected by NE Humane Society-not City of Bellevue)	
Dog/Cat License (Annual Fee)	\$5 each if spayed/neutered, (no charge for owners age 65 and older) \$15 each if not spayed/neutered (\$5 of fee held in trust for owner and refunded if proof of sterilization shown within 6 months)
Pot-bellied Pig License (Annual Fee)	\$35
Dog, Cat, & Pot-bellied Pig License Handling Fee (if not applied for in person)	\$5
Dog, Cat, & Pot-bellied Pig License Replacement if Lost	\$ 0.50
Dog, Cat Pet Advocacy Permit	Obtained thru the NE Humane Society \$100 for initial permit \$50 annual renewal fee
Dog, Cat, & Pot-bellied Pig Capture and Confinement Fee	\$13/per day Kennel Fee 1 st impoundment \$30 2 nd impoundment \$60 3 rd impoundment \$100
Vaccination Fee	\$20 (in trust and refunded upon proof of vaccination within 9 months)
Purchase of Unclaimed Animal Fee	Nebraska Humane Society Adoption Fee plus license fee
Kennel License (if allowed by zoning)	\$100/year

OTHER FEES (Continued)

Dog & Cat License Late Charge	Double applicable license fee
Pot-bellied Pig License Late Charge	\$50
Feral Cat Colony Caretaker Permit Fee (Collected by NE Humane Society-not City of Bellevue)	\$25
Election Filing Fee	1% of Annual Salary of Position (per State Statute)
Farmers Market Fees (City-Run)	
Season Vendor	\$200 per season
Electricity	\$ 25 per outlet per season
Weekly Vendor	\$ 10 per week
Electricity	\$ 2 per outlet per week
Farmers Market – Privately Operated on City Property (with prior City approval of application)	\$0
Season Operator Fee (electricity included)	

OTHER FEES (Continued)

Fireworks Annual License Fee (Non-Profits Only)	\$ 600 + \$1,000 bond
Fireworks Annual Distributor or Jobber License Fee	\$1,000
Hen Permit Fee (Five Year)	\$ 100
Mini-Bus	\$ 2 each way per trip in town \$ 4 each way per trip out of town
Opening Burning Permit	\$10 (per State Statute)
Pawnbrokers Permit Fee	\$50/year and \$5,000 surety bond
Pet Store and/or Grooming Shop License	\$50/year
Transfer of Ownership	\$ 5
Returned Check (NSF) & Returned ACH Transaction Fee	\$25
Temporary Business Licenses:	
Seasonal Merchant	\$25 license valid for 1 month \$50 license valid for 4 months \$15 one-month extension – maximum of two (2) one-month extensions ONLY applies to 4-month license
Itinerant Merchant/Peddlers/Solicitor/ Street Vendor/Transient Merchant/ Mobile Vendor	\$50/day/person or \$300/year/person plus Certificate of Insurance naming City as Additional Insured + \$10 non- refundable processing fee to be certified to license fee issued
Carnival/Circus/Public Amusement Show/ Music Concert/Temporary Amusement Park	\$50/event to be paid by event organizer or sponsor + \$10/day, or portion thereof, for each ride, show, tent, booth, concession stand, etc., when in operation and open to the public
Tobacco License	\$15 license fee per State Statute + \$10 administrative fee

OTHER FEES (Continued)

Trash and Recycling Residential Collection Fee, effective June 1, ~~6, 2022~~ **2023**

~~\$15.15~~ **15.68** per month, per residence for 35-gallon service
~~\$18.40~~ **19.04** per month, per residence for 65-gallon service
~~\$21.60~~ **22.35** per month, per residence for 95-gallon service
 \$15.00 for each bulky item pick up
 \$2.00 for each one-half (1/2) cubic yard extra material, not to exceed 25 pounds
 \$1.00 for each extra bag of material, not to exceed 13 gallons or 25 pounds
 \$9.60 for each additional cart

Tree Damage

Tree DBH (Diameter at Breast Height)

Up to 4"	\$ 600
>4" to 8"	\$ 850
>8" to 12"	\$1,340
>12" to 16"	\$2,370
>16" to 20"	\$3,700
>20" to 24"	\$5,300
>24" to 28"	\$6,700
Over 28"	\$6,700 + \$500 for every inch over 28"

Limb Circumference

Up to 4"	\$350
>4" to 8"	\$500
>8" to 12"	\$700

Vehicle Impoundment Fees

Tow Fee	\$100/\$85 for motorcycles
Storage Fee	\$25/per day
Storage for Victimless Incidents – City lots	\$25/day outside; \$50/day inside
Administration Fee	\$ 30
Locksmith Fee	\$ 30
Straight Trucks Licensed for more than Four (4) tons	\$100
Other vehicles (snowmobiles, boats, etc.)	\$ 85
Extraordinary tows (i.e. flatbed and accident clean up)	Per towing company contract

Street/Alley Vacation

Application Fee	\$50
Administrative Fee	\$300

PUBLIC RECORDS

Audio Tapes, Video Tapes, CD/DVD or other media	\$10 per tape, CD, DVD, or other media
Comprehensive Plan	\$50
Zoning Map	\$5
Zoning Ordinance w/Map	\$25
Subdivision Regulations	\$15
Bellevue City Maps 200E3	\$0.75 - \$20 depending upon size (price range for all maps, plats, etc., reproduced by Public Works)
Fire Report	\$50
Police Report	\$10
Police Photos (Digital)	\$20 per CD or other digital media device
35 mm photos	\$20 per roll
Certification by City Clerk	\$5 certification fee + cost of copies
Records Search Fee (paper or electronic)	\$5 per request + applicable copy fee
Copy Fee (paper or electronic)	\$0.25 per page

If the estimated cost of any public records request is more than fifty (50) dollars, the City may require the requester to furnish a deposit prior to fulfilling such request. "A special service charge reflecting the calculated labor cost may be included in the fee for time required in excess of four cumulative hours since that large of a request may cause some delay or disruption of the other responsibilities of the custodian's office, except that the fee for records shall not include any charge for the services of an attorney to review the requested public records seeking a legal basis to withhold the public records from the public." (R.R.S.84-172)

ALARM SYSTEMS/FALSE AND NUISANCE ALARMS

Registration Fee for Alarm System	\$25
Renewal Fee for Alarm System	\$25
Late Registration Charge	Double

False Alarm Fee for any false alarm generated by the registrant's alarm system, a fee in accordance with the following schedule (from 1 January through 31 December of each year) shall be charged:

Number of False/Nuisance Alarms	False/Nuisance Alarm Charge
1	No Charge
2	\$125
3	\$250
4	\$275

LIBRARY FEES

Membership

Non-resident Membership, Semi-Annual (Family)	\$20
Non-resident Membership, Annual (Family)	\$40
Non-resident Student Fee, Annual	\$10
Replacement of Lost Card	\$1

Fines:

Books, Audio Books, CD's, DVDs	\$0.10/day
Watt Detectors	\$1/ day
Leisure Passes	\$5 for replacement

Interlibrary Loan:

Postage	\$3 per item
Lost Interlibrary Loan Items	Price set by lender

Proctor Fees

Prints	\$0.10/page (single sided)
Postage	\$3 per item

Makerspace

Based on amount/type of consumable used for project

Lost Items

Replacement cost of item (or purchase like item as replacement)

Damaged Items

Damage cost assessed up to full value of item

Materials Processing

Replacement of Materials	\$2 per item (for replacement of hubs, spine labels, book covers, plastic inserts for books on CD, clear hanging bags, music CD Cases, CD and DVD locks, DVD cases, AV inserts)
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Replacements for Books on CD Cases	\$ 8 for small, \$ 9 for medium, \$ 10 for large
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Replacements for Game/Stamp Boxes	\$5
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Replacements for Binge & Hotspot Boxes	\$10
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Copier/Printer Rates

Black & White Copies/Prints	\$0.10/page (single sided)
Color Prints	\$0.50/page (single sided)

RECREATION FEES

100% BEFORE first day

Reed Center – Rental

\$375 – Friday/Sunday

\$425 – Sunday

\$200 – Non-profit

Reed Center – Damage Deposit

\$300

Field Rentals

\$40 per hour light fee +

\$200 per day

Jr. T-Ball

\$30

T-Ball/Coach Pitch

\$40

Baseball/Softball

\$45

Adult Softball – Church League

\$70

Tennis Lessons

Juniors

\$25

Adults

\$30

Swimming Pools:

Swimming Lessons

\$40

Daily Swim Fee

Youth (18 - Under)

\$3.00

Adult (19 & Over)

\$5.00

Wading Pool (2 year – Adult)

\$2.00

Seniors (55 & Over)

Free

Season Swim Pass

Youth Pass

\$ 50

Adult Pass

\$ 60

Family

\$135

Pool Parties

Pool Rental Fee

\$130

Lifeguard Fee (2)

\$ 60

Track Club

\$40

Youth Sports Camp

\$35 single session

\$45 both sessions

Youth Soccer League	
Spring	\$40
Fall	\$40
Youth Flag Football League	
Spring	\$40
Fall	\$40
Historic Presbyterian Church Rental Fee	\$425

SEWER CONNECTION FEES

Residential	
Single Family Dwelling (includes manufactured/ modular/mobile homes)	\$ 900
Duplex	\$1,600
Multiple Family	\$700 per unit
Commercial/Industrial	\$3,900 per acre, minimum \$1,950 based on the building footprint
Sewer Tap Inspection Fee	
Service Line (all sizes)	\$118
Re-inspection Fee (after two inspections)	\$47

TAX INCREMENT FINANCING (TIF) FEES

Application Fee	\$ 500
Processing Fee	\$3,000
Administrative Fee (upon approval of redevelopment plan based on requested TIF principal amount)	
TIF principal amount:	
First \$500,000	None
Next \$1,500,000	1.5%
Next \$2,000,000	1%
No fees of TIF amounts over \$4,000,000	

The maximum fee as a result of this section is \$42,500. By way of illustration, the fee on a loan with a TIF principal amount of three million dollars is \$32,500, which is calculated by taking one and one-half (1.5) percent of the amount between a half million and two million (\$22,500) and one percent of the next million dollars (\$10,000).

ANIMAL RELATED FEES in effect through December 31, 2022:
(Fees to be collected by the NHS, not the City of Bellevue)

Dog and Cat License (Annual Fee)		
\$5.00	if spayed/neutered	No charge for owners aged 65 and older
\$15.00	if not spayed/neutered	\$5 of the fee will be held in trust for owner and refunded if proof of sterilization shown within 60 days
Dog and Cat License (Late Fees)		
Double applicable license fee	if spayed/neutered	
Double applicable license fee	if not spayed/neutered	
Dog and Cat Pet Advocacy Permit		
\$100.00	Initial permit	Obtained through the NHS
\$50.00	Annual renewal fee	Obtained through the NHS
Pot-bellied Pig License (Annual Fee)		
\$35.00		
Pot-bellied Pig License (Late Fees)		
\$50.00		
Dog, Cat & Pot-Bellied Pigs (Misc. Fees)		
\$5.00	Handling fee	if not applied for in person
\$0.50	Replacement license if lost	
\$16.00/per day	Kennel Fee for capture and confinement	
\$30.00	1 st impoundment	
\$60.00	2 nd impoundment	
\$100.00	3 rd impoundment	
\$20.00	Vaccination Fee	(held in trust and refunded upon proof of vaccination within 9 months)
TBD	Purchase of Unclaimed Animal Fee	NHS Adoption Fee plus license fee
\$100.00/year	Kennel License	(if allowed by zoning)
\$25.00	Feral Cat Colony Caretaker Permit fee	
\$1.25	License fee for State of Nebraska	Funds the Commercial Dog & Cat Operation Inspection Program

Animal Related Fees effective beginning January 1, 2023:
(Fees to be collected by the NHS, not the City of Bellevue)

Dog and Cat License (Annual Fee)		
\$12.00	if spayed/neutered	No charge for owners aged 65 and older
\$25.00	if not spayed/neutered	\$5 of the fee will be held in trust for owner and refunded if proof of sterilization shown within 60 days
Dog and Cat License (Late Fees)		
\$10.00	if spayed/neutered	
\$20.00	if not spayed/neutered	
Dog and Cat Pet Advocacy Permit		
\$100.00	Initial permit	Obtained through the NHS
\$50.00	Annual renewal fee	Obtained through the NHS
Pot-bellied Pig License (Annual Fee)		
\$35.00		
Pot-bellied Pig License (Late Fees)		
\$50.00		
Dog, Cat & Pot-Bellied Pigs (Misc. Fees)		
\$5.00	Handling fee	if not applied for in person
\$6.00	Replacement license if lost	
\$16.00/per day	Kennel Fee for capture and confinement	
\$30.00	1 st impoundment	
\$60.00	2 nd impoundment	
\$100.00	3 rd impoundment	
\$20.00	Vaccination Fee	(held in trust and refunded upon proof of vaccination within 9 months)
TBD	Purchase of Unclaimed Animal Fee	NHS Adoption Fee plus license fee
\$100.00/year	Kennel License	(if allowed by zoning)
\$25.00	Feral Cat Colony Caretaker Permit fee	
\$1.25	License fee for State of Nebraska	Funds the Commercial Dog & Cat Operation Inspection Program

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Bellevue City Council of the City of Bellevue, Nebraska that this Master Fee Schedule shall become effective on the 6th day of June 2023.

PASSED AND APPROVED THIS 6th DAY OF June, 2023

CITY OF BELLEVUE

Mayor

ATTEST:

City Clerk

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

15b.
6/6/2023

COUNCIL MEETING DATE: June 6, 2023		SUBMITTED BY: Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Resolution No. 2023-14: Approving the proposed FY 2023-2024 Budget for the Sarpy County and Cities Wastewater Agency

SYNOPSIS/BACKGROUND:

The Sarpy County and Cities Wastewater Agency consists of Sarpy County and the cities of Papillion, Bellevue, Springfield, La Vista and Gretna. The Agency and its members are required to approve the annual budget and amendments. The Agency Board has approved the FY 2023-2024 budget. The City Council needs to review and approve the same.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize Mayor to sign Resolution 2023-14.

ATTACHMENTS:

1. <input type="text" value="Resolution No. 2023-14"/>	2. <input type="text" value="Exhibit A"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

[Handwritten signatures in blue ink over signature lines]

RESOLUTION NO. 2023-14
RESOLUTION APPROVING THE SARPY COUNTY AND CITIES WASTEWATER
AGENCY PROPOSED FY2023-2024 BUDGET

WHEREAS, the City of Bellevue (“Bellevue”) is a party to an interlocal agreement (as amended, the “Formation Interlocal”) entered into pursuant to the Interlocal Cooperation Act, set out at Neb. Rev. Stat. § 13-801 et seq., by and between Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna (the “Members”), which formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the “Agency”); and,

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

WHEREAS, pursuant to Agency Resolution No. 2023-012, the Agency Board approved the proposed FY2023-2024 Budget, a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, the Bellevue City Council deems it appropriate and advisable to approve the proposed FY2023-2024 Budget which has been approved by the Agency Board and is attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Bellevue that the proposed FY2023-2024 Budget is hereby approved.

The above Resolution were approved by a vote of the City Council of the City of Bellevue at a public meeting duly held in accordance with applicable law on the 6th day of June 2023.

ADOPTED AND APPROVED this ____ day of June 2023.

Mayor, Rusty Hike

ATTEST:

Approved as to Form:

City Clerk

City Attorney

Exhibit A

FY2023-2024 Budget

[Attached]

**RESOLUTION APPROVING THE SARPY COUNTY AND CITIES WASTEWATER
AGENCY FY2023-2024 BUDGET**

WHEREAS, pursuant to the Interlocal Cooperation Act, set out at Neb. Rev. Stat. § 13-801 et seq., (hereinafter the “Act”), Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna entered into an agreement (as amended, “Formation Interlocal”) and formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (hereinafter the “Agency”);

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

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

WHEREAS, the Agency Board discussed the proposed FY2023-2024 Budget and after discussion the Board deemed it advisable to approve the proposed FY2023-2024 Budget, attached hereto as **Exhibit A**, and pursuant to Section IX of the Agency Formation Agreement the FY2023-2024 Budget shall be presented to the governing body of each Agency Member for review and approval.

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD that the FY2023-2024 Budget is hereby approved and shall be presented to and subject to the approval of the individual governing body of each Agency Member; and

NOW, THEREFORE, IT FURTHER BE RESOLVED BY THE AGENCY BOARD that the Agency Board Chair is hereby authorized to execute, on behalf of the Agency Board, any and all documents associated with or in furtherance of the FY2023-2024 Budget.

The above Resolutions were approved by a vote of the Sarpy County and Cities Wastewater Agency Board at a public meeting duly held in accordance with applicable law on the 26th day of April, 2023.



Sarpy County and Cities
Wastewater Agency Secretary





Sarpy County and Cities Wastewater
Agency Board Chair

Exhibit "A"

Exhibit A

FY2023-2024 Budget

[Attached]

SARPY COUNTY & CITIES WASTEWATER AGENCY
FY 2024 DRAFT BUDGET
07/01/2023 to 06/30/2024

	FY2023 Budget Amendment #1	Proposed FY2024 Budget	Amount Changed
10000 Money Market			
10010 Operation and Maintenance	\$ 1,424,075	\$ 1,920,729	\$ 496,654
10020 Loan Payment	\$ 1,500,000	\$ 1,520,625	\$ 20,625
10030 County Repayment	\$ -	\$ -	\$ -
10040 Surplus	\$ 4,171,519	\$ 2,558,646	\$ (1,612,873)
Total 10000 Money Market	\$ 7,095,594	\$ 6,000,000	\$ (1,095,594)
REVENUES:			
25000 CWSRF Planning Loan	\$ -	\$ -	\$ -
25010 CWSRF Construction Loan	\$ 58,663,500	\$ 24,324,748	\$ (34,338,752)
25020 Additional Construction Loan (WIFIA) or Grants	\$ -	\$ 55,081,552	\$ 55,081,552
26000 Member PILOT Contributions	\$ 589,659	\$ 150,000	\$ (439,659)
28000 Bellevue Expanded Force Main Contribution	\$ 3,650,000	\$ 500,000	\$ (3,150,000)
40005 Gemini Customer Contribution Funds Used	\$ 5,970,000	\$ 2,790,000	\$ (3,180,000)
40100 Connection Fees	\$ 2,055,000	\$ 936,629	\$ (1,118,371)
40150 Springfield Omaha Sewer Charge Reimbursement	\$ -	\$ 32,000	\$ 32,000
40200 User Rate Charges	\$ -	\$ -	\$ -
40250 User Rate Charges - CWB (ISS)	\$ -	\$ 134,420	\$ 134,420
40300 Misc. Revenue	\$ -	\$ -	\$ -
40310 Federal Earmark	\$ 3,400,000	\$ 3,500,000	\$ 100,000
40320 Sarpy County ARPA Funds	\$ 7,000,000	\$ 500,000	\$ (6,500,000)
45001 Interest	\$ 150,000	\$ 105,000	\$ (45,000)
TOTAL REVENUES:	\$ 81,478,159	\$ 88,054,349	\$ 6,576,190
TOTAL RESOURCES AVAILABLE:	\$ 88,573,753	\$ 94,054,349	\$ 5,480,596
EXPENDITURES:			
Principal Repayment to NDEE for Planning Loan	\$ 500,000	\$ 500,000	\$ -
60001 Financial Advisor Fees	\$ 200,000	\$ 200,000	\$ -
60005 Consulting Fees			
60005.01 Steven Jensen Consulting	\$ 30,000	\$ 5,000	\$ (25,000)
60005.02 Christine Myers Consulting	\$ 12,000	\$ 20,500	\$ 8,500
60005.40 Midwest ROW Consulting	\$ 442,000	\$ 50,000	\$ (392,000)
Total 60005 Consulting Fees	\$ 484,000	\$ 75,500	\$ (408,500)
60006 Engineering Fees			
60006.01 Misc. Engineering Fees	\$ 20,000	\$ 50,000	\$ 30,000
60006.02 Phase 1A Engineering Design Fees	\$ 150,000	\$ -	\$ (150,000)
60006.03 Task Order 3 Engineering Design Fees	\$ 31,000	\$ 24,500	\$ (6,500)
60006.04 ISS Engineering Design Fees	\$ -	\$ -	\$ -
Total 60006 Engineering Fees	\$ 201,000	\$ 74,500	\$ (126,500)
60007 Agency Loan Admin Fees	\$ 49,000	\$ 20,625	\$ (28,375)
60010 Legal & Professional Services			
60020 Printing & Legal Notices	\$ 2,000	\$ 2,000	\$ -
60030 Insurance: Commercial Liability and Public Officials	\$ 28,500	\$ 31,350	\$ 2,850
60040 Bookkeeping, Financial Statements & Payroll Fees	\$ 60,000	\$ 150,000	\$ 90,000
60050 Audit Fees	\$ 18,000	\$ 25,000	\$ 7,000
60060 Legal Services	\$ 550,000	\$ 450,000	\$ (100,000)
60070 Other Professional Services	\$ 115,500	\$ 50,000	\$ (65,500)
60080 Rate Study Services	\$ 70,000	\$ 72,872	\$ 2,872
Total 60010 Legal & Professional Services	\$ 844,000	\$ 781,222	\$ (62,778)

SARPY COUNTY & CITIES WASTEWATER AGENCY
FY 2024 DRAFT BUDGET
07/01/2023 to 06/30/2024

	FY2023 Budget Amendment #1	Proposed FY2024 Budget	Amount Changed
60100 USSWS Project Costs			
60110 Right-of-Way, Easements, and Land Acquisitions	\$ 1,700,000	\$ 60,000	\$ (1,640,000)
60120 Springfield Creek Interceptor Sewer (SCI)	\$ 6,200,000	\$ 2,200,000	\$ (4,000,000)
60130 Industrial Sewer System (ISS)	\$ 5,700,000	\$ 1,000,000	\$ (4,700,000)
60140 Lift Stations (LS)	\$ 8,930,000	\$ 19,627,400	\$ 10,697,400
60143 Force Main, Segments 1-4 (FM)	\$ 43,360,000	\$ 58,066,000	\$ 14,706,000
60146 Zwiebel Creek Subbasin 3 Interceptor Sewer (ZC3)	\$ 5,350,000	\$ 1,390,100	\$ (3,959,900)
60148 Odor Control Equipment	\$ -	\$ 230,000	\$ 230,000
60150 SCI Bid Phase Services	\$ -	\$ -	\$ -
60160 ISS Bid Phase Services	\$ -	\$ -	\$ -
60170 SCI Construction Phase Services	\$ 415,500	\$ 50,000	\$ (365,500)
60175 HDR LS, FM & ZC3 Phase 1A Construction Phase Services	\$ 1,600,000	\$ 911,000	\$ (689,000)
60180 ISS Construction Phase Services	\$ 366,000	\$ 50,000	\$ (316,000)
60185 LS, FM & ZC3 Phase 1A Construction Testing; Surveying	\$ 315,000	\$ 297,300	\$ (17,700)
Total 60100 USSWS Project Costs	\$ 73,936,500	\$ 83,881,800	\$ 9,945,300
62000 USSWS Operations & Maintenance			
62010 ISS/Basin Electrical O&M	\$ 500	\$ 2,000	\$ 1,500
62020 ISS/Basin Grounds O&M	\$ 2,500	\$ 5,000	\$ 2,500
62030 ISS Line O&M	\$ 500	\$ 1,000	\$ 500
62040 ISS/Basin Manhole/Structure O&M	\$ 500	\$ 1,000	\$ 500
62050 ISS/Basin Misc. O&M	\$ 500	\$ 1,000	\$ 500
62060 ISS/Basin Permit Complainece	\$ 500	\$ 5,000	\$ 4,500
62070 ISS/Basin Sampling & Testing	\$ 1,200	\$ 10,000	\$ 8,800
62080 ISS/Basin Software	\$ 1,500	\$ 5,000	\$ 3,500
62090 ISS/Basin Supply Power	\$ 1,200	\$ 5,000	\$ 3,800
62100 ISS/Basin Wireless/Internet	\$ 1,200	\$ 1,500	\$ 300
62310 USSWS Electrical O&M	\$ -	\$ -	\$ -
62320 USSWS Grounds O&M	\$ 2,500	\$ 2,500	\$ -
62330 USSWS Line O&M	\$ -	\$ 55,000	\$ 55,000
62340 USSWS Manhole O&M	\$ -	\$ -	\$ -
62350 USSWS Misc. O&M	\$ 500	\$ 500	\$ -
62360 USSWS Permit Complainece	\$ 500	\$ -	\$ (500)
62370 USSWS Sampling & Testing	\$ 500	\$ -	\$ (500)
62380 USSWS SCADA System	\$ -	\$ -	\$ -
62390 USSWS Supply Power	\$ 600	\$ 25,000	\$ 24,400
62400 USSWS Wireless/Internet	\$ 600	\$ -	\$ (600)
62500 USSWS One-Call Locates	\$ -	\$ 2,500	\$ 2,500
62510 ISS One-Call Locates	\$ 300	\$ 1,500	\$ 1,200
62540 Misc. Shipping	\$ 100	\$ 500	\$ 400
62550 Contracted Services	\$ 1,000	\$ 13,600	\$ 12,600
62660 Flow Metering Expense	\$ -	\$ 350,000	\$ 350,000
62700 Omaha Capital Connection Fees	\$ -	\$ 243,190	\$ 243,190
62950 O&M Contingency Funds	\$ 10,000	\$ 10,000	\$ -
Total 62000 USSWS Operations & Maintenance	\$ 26,700	\$ 740,790	\$ 714,090
63000 Vehicles & O&M Equipment			
63001 Vehicles	\$ 60,300	\$ 88,500	\$ 28,200
63003 Large Equipment (+\$5,000)	\$ 6,000	\$ 42,100	\$ 36,100
63006 Small Equipment (-\$5,000)	\$ 3,500	\$ 15,000	\$ 11,500
63008 Equipment/Tool Rental	\$ 3,000	\$ -	\$ (3,000)
63010 Vehicle Fuel	\$ 9,000	\$ 9,600	\$ 600
63020 Equipment Fuel	\$ 1,000	\$ 7,400	\$ 6,400
63040 Vehicle Repairs & Maintenance	\$ 4,000	\$ 4,000	\$ -
63050 Equipment Repairs & Maintenance	\$ -	\$ 16,200	\$ 16,200

SARPY COUNTY & CITIES WASTEWATER AGENCY
FY 2024 DRAFT BUDGET
07/01/2023 to 06/30/2024

	FY2023 Budget Amendment #1	Proposed FY2024 Budget	Amount Changed
63070 Safety / PPE	\$ 2,000	\$ 2,000	\$ -
63090 Insurance: Commercial Automobile	\$ 3,500	\$ 3,850	\$ 350
63950 Equipment Contingency Funds	\$ 10,000	\$ 10,000	\$ -
Total 63000 Vehicles & O&M Equipment	\$ 102,300	\$ 198,650	\$ 96,350
64000 Office Equipment & Supplies			
64005 Office Supplies	\$ 300	\$ 500	\$ 200
64010 Office Tools, Equipment & Maintenance	\$ 600	\$ 1,500	\$ 900
64020 Computers, Printers & Furniture	\$ 6,000	\$ 3,000	\$ (3,000)
64030 Software / SAS	\$ 17,000	\$ 16,400	\$ (600)
64035 SCIS IT Services	\$ 12,000	\$ 12,000	\$ -
64040 Insurance: Electronic Data Processing	\$ 250	\$ 275	\$ 25
64050 Office Rental	\$ 18,000	\$ 9,000	\$ (9,000)
64060 Postage & Shipping	\$ 90	\$ 200	\$ 110
Total 64000 Office Equipment & Supplies	\$ 54,240	\$ 42,875	\$ (11,365)
65000 Personnel & Benefits			
65010 Salaries, Full Time	\$ 226,000	\$ 237,300	\$ 11,300
65012 Phone Allowance	\$ 2,400	\$ 2,400	\$ -
65020 Payroll Taxes	\$ 18,080	\$ 18,984	\$ 904
65030 Deferred Compensation	\$ 27,500	\$ 28,875	\$ 1,375
65040 Health Insurance	\$ 50,000	\$ 52,500	\$ 2,500
65045 Post-Employment Health Insurance Plan	\$ 2,845	\$ 2,987	\$ 142
65050 Dental Insurance	\$ 1,800	\$ 1,890	\$ 90
65060 Life Insurance	\$ 110	\$ 116	\$ 6
65070 Disability Insurance	\$ 800	\$ 840	\$ 40
65080 Unemployment / Benefit Payout	\$ 1,000	\$ 1,050	\$ 50
65090 Workers Compensation Insurance	\$ 12,500	\$ 13,750	\$ 1,250
65100 Uniform Allowance	\$ 2,500	\$ 1,500	\$ (1,000)
65110 Licenses / Certifications	\$ 1,500	\$ 2,000	\$ 500
65120 Books / Periodicals	\$ 500	\$ 500	\$ -
65130 Organizational Dues	\$ 1,800	\$ 2,000	\$ 200
65140 Professional Dev. / Conferences	\$ 2,000	\$ 2,500	\$ 500
65150 Travel & Lodging	\$ 2,000	\$ 2,500	\$ 500
65160 Recruitment & Onboarding	\$ 1,000	\$ -	\$ (1,000)
65170 Personnel Contingency Funds	\$ 10,000	\$ 10,000	\$ 10,000
Total 65000 Personnel & Benefits	\$ 364,335	\$ 381,692	\$ 17,357
TOTAL EXPENDITURES:	\$ 76,762,075	\$ 86,897,654	\$ 10,135,579
NET REVENUES - EXPENDITURES:	\$ 4,716,084	\$ 1,156,696	\$ (3,559,388)
ENDING MONEY MARKET BALANCE:	\$ 11,811,678	\$ 7,156,696	\$ (4,654,982)

FY 2024 Budget Adopted by Agency Governing Body: 4/26/2023

FY 2024 Budget Adopted by Sarpy County Governing Body: _____

FY 2024 Budget Adopted by Bellevue Governing Body: _____

FY 2024 Budget Adopted by Gretna Governing Body: _____

FY 2024 Budget Adopted by La Vista Governing Body: _____

FY 2024 Budget Adopted by Papillion Governing Body: _____

FY 2024 Budget Adopted by Springfield Governing Body: _____

FY 2024 Agency Budget Effective Date: _____

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

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: June 6, 2023		SUBMITTED BY: Epiphany Ramos, Wastewater Superintendent	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Resolution 2023-15: Approving the First Amendment to Interlocal Agreement for the Contribution and Allocation of Omaha Public Power District Payments in Lieu of Taxes

SYNOPSIS/BACKGROUND:

The City of Bellevue is party to a Formation Interlocal with Sarpy County, and the Cities of Papillion, Springfield, La Vista, and Gretna. These parties entered into a Revised Interlocal Agreement for the Contribution and Allocation of Omaha Public Power District Payments in Lieu of Taxes. The Agency and members desire to amend that Agreement to clarify how and from what sources the member Cities are obligated to pay the Agency their respective member PILOT Contributions. This resolution approves and authorizes the City to execute that amendment.

FISCAL IMPACT: 00.00 BUDGETED FUNDS?: GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and Authorize Mayor to Sign Resolution 2023-15.

ATTACHMENTS:

1. Resolution 2023-15
2. Exhibit A
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]

RESOLUTION NO. 2023-15
RESOLUTION APPROVING THE FIRST AMENDMENT TO INTERLOCAL
AGREEMENT FOR THE CONTRIBUTION AND ALLOCATION OF OMAHA PUBLIC
POWER DISTRICT PAYMENTS IN LIEU OF TAXES

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, et seq. (the “Act”), Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna entered into that certain Interlocal Agreement Creating the Sarpy County and Cities Wastewater Agency dated September 19, 2017 (as amended, the “Formation Interlocal”) and formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the “Agency”);

WHEREAS, the City of Bellevue (the “City”), the Agency, and the other Members (as defined in the Formation Interlocal) are parties to that certain Revised Interlocal Agreement for the Contribution and Allocation of Omaha Public Power District Payments in Lieu of Taxes with an effective date of November 6, 2019 (the “PILOT Agreement”); The PILOT Agreement is authorized under Agency Resolution No. 2019-016, and pursuant to separate approvals by the governing bodies of the each of the Members;

WHEREAS, the Agency and the Members desire to amend the PILOT Agreement to clarify how and from what sources the Members are obligated to pay to the Agency their respective Member PILOT Contributions (as defined in the PILOT Agreement);

WHEREAS, pursuant to Agency Resolution No. 2023-013, the Agency Board approved and executed the First Amendment to Interlocal Agreement for the Contribution and Allocation of Omaha Public Power District Payments in Lieu of Taxes in the form of the instrument attached hereto as **Exhibit “A”** (the “First Amendment”); and

WHEREAS, City Council of the City of Bellevue deems it appropriate and advisable to approve the First Amendment and authorize its execution on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Bellevue that the attached First Amendment is hereby approved; and

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE City Council of the City of Bellevue that Mayor is hereby authorized to execute the First Amendment on behalf of the City.

The above Resolutions were approved by a vote of the City Council of the City of Bellevue at a public meeting duly held in accordance with applicable law on the 6th day of June 2023.

ADOPTED AND APPROVED this ____ day of June 2023.

Mayor, Rusty Hike

ATTEST:

Approved as to Form:

City Clerk

City Attorney

EXHIBIT A

First Amendment

[Attached]

**RESOLUTION APPROVING AND AUTHORIZING THE AGENCY BOARD CHAIR
TO EXECUTE THE FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR
THE CONTRIBUTION AND ALLOCATION OF OMAHA PUBLIC POWER DISTRICT
PAYMENTS IN LIEU OF TAXES**

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, et seq. (the “Act”), Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna entered into that certain Interlocal Agreement Creating the Sarpy County and Cities Wastewater Agency dated September 19, 2017 (as amended, the “Formation Interlocal”) and formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the “Agency”) (all capitalized terms not otherwise expressly defined herein shall have the same meanings as provided in the Formation Interlocal). The Formation Interlocal is incorporated herein by this reference;

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

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

WHEREAS, the Agency and the Members are parties to that certain Revised Interlocal Agreement for the Contribution and Allocation of Omaha Public Power District Payments in Lieu of Taxes with an effective date of November 6, 2019 (the “PILOT Agreement”); The PILOT Agreement is authorized under Agency Resolution No. 2019-016, and pursuant to separate approvals by the governing bodies of the each of the Members;

WHEREAS, the Agency and the Members desire to amend the PILOT Agreement to clarify how and from what sources the Members are obligated to pay to the Agency their respective Member PILOT Contributions (as defined in the PILOT Agreement);

WHEREAS, the Agency Board has discussed the proposed First Amendment to Interlocal Agreement for the Contribution and Allocation of Omaha Public Power District Payments in Lieu of Taxes in the form of the instrument attached hereto as **Exhibit “A”** (the “First Amendment”), and after discussion, the Agency Board has deemed it appropriate, necessary, convenient and advisable to approve the First Amendment, and authorize its execution on behalf of the Agency;

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD that the attached First Amendment is hereby approved and, to the extent not already approved prior to the date hereof, shall be presented to and subject to the approval of the individual governing body of each Member; and

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE AGENCY BOARD THAT the Agency Board Chair is hereby authorized to execute on behalf of the Agency Board the First Amendment.

The above Resolutions were approved by a vote of the Sarpy County and Cities Wastewater Agency Board at a public meeting duly held in accordance with applicable law on the 26th day of April, 2023.

Lisa A. Haine

Sarpy County and Cities
Wastewater Agency Secretary



David R. Kelly

Sarpy County and Cities Wastewater
Agency Board Chair

EXHIBIT A

First Amendment

[Attached]

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR THE CONTRIBUTION
AND ALLOCATION OF OMAHA PUBLIC POWER DISTRICT PAYMENTS IN LIEU
OF TAXES**

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR THE CONTRIBUTION AND ALLOCATION OF OMAHA PUBLIC POWER DISTRICT PAYMENTS IN LIEU OF TAXES (this "First Amendment") is made by and between the County of Sarpy, Nebraska, the City of Papillion, Nebraska, the City of Bellevue, Nebraska, the City of Springfield, Nebraska, the City of LaVista, Nebraska, and the City of Gretna, Nebraska (individually, a "Member"; collectively, the "Members"), and the Sarpy County and Cities Wastewater Agency (the "Agency"). Capitalized terms used herein shall have the same meaning as defined in the PILOT Agreement (as defined below), unless otherwise specified herein.

WHEREAS, the Agency and the Members are parties to that certain Revised Interlocal Agreement for the Contribution and Allocation of Omaha Public Power District Payments in Lieu of Taxes with an effective date of November 6, 2019 (the "PILOT Agreement");

WHEREAS, the Agency and the Members desire to amend the PILOT Agreement to clarify how and from what sources the Members are obligated to pay to the Agency their respective Member PILOT Contributions under the PILOT Agreement; and

WHEREAS, the Agency and the Members agree to amend the PILOT Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agency and the Members agree as follows:

1. **Contribution to the Agency of Annual PILOT Distributions.** Effective January 1, 2022, the PILOT Agreement is hereby amended as follows:

(a) For purposes of calculating the Member PILOT Contributions due and payable to the Agency under the PILOT Agreement on and after January 1, 2022, the applicable "Baseline PILOT Distributions" shall be the corresponding amounts set forth on **Exhibit D-1** attached hereto and incorporated herein by reference. As of January 1, 2022, **Exhibit D-1** attached to this First Amendment shall replace and supersede Exhibit D attached to the PILOT Agreement.

(b) Beginning with Member PILOT Contributions due and payable by the applicable Members under the PILOT Agreement on and after January 1, 2022, the Members are not obligated to use Restricted Funds (as defined herein) toward the calculation of and the payment to the Agency of their respective Member PILOT Contributions. Annual PILOT Distributions collected by each respective Member that are allocated to Restricted Funds are exempt from the calculation and payment of the respective Member's PILOT Contributions. For purposes of this section, the term "Restricted Funds" shall mean the applicable Member restricted funds described on **Schedule 1** attached hereto and incorporated herein by reference.

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

3. **Effective Date.** Except for as expressly modified by this First Amendment, the PILOT Agreement shall remain in full force and effect. This First Amendment shall not be effective until the governing body of each Member duly approves and executes this First Amendment. Such approvals shall include all actions of each Member prior to such date taken in reliance upon and in accordance with the terms of this First Amendment, and each Member shall furnish to the Agency a certified copy of the resolution of its governing body. This First Amendment shall be in full force and effect as of such effective date and shall continue until the PILOT Agreement is terminated in accordance with its terms.

4. **Miscellaneous.** No representations were made or relied upon by any party other than those that are expressly set forth herein. No agent, employee or other representative of any party is empowered to alter any of the terms hereof except as provided herein. If any provision of this First Amendment is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this First Amendment will remain in full force and effect. All covenants, stipulations and agreements in this First Amendment shall inure to the benefit of the parties hereto and extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

The recitals at the beginning of this First Amendment and all other documents referenced in this First Amendment shall be incorporated herein by this reference.

This First Amendment is authorized by the vote and approval of the Agency and each Member at public meetings duly held in accordance with applicable law, and the following execution by their respective authorized representatives.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

Signed by the Sarpy County and Cities Wastewater Agency this 26th day of April, 2023.

SARPY COUNTY AND CITIES
WASTEWATER AGENCY,
A Political Subdivision



By David R. Kelly
Chairperson, Agency Board

ATTEST:

Lisa A. Haine
Secretary, Agency Board

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

Signed by Sarpy County this ____ day of _____, 2023.

SARPY COUNTY, NEBRASKA,
A Political Subdivision

By _____
Chairperson, Board of Commissioners

Attest:

Approved as to form:

Sarpy County Clerk

Sarpy County Attorney

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

Signed by the City of Bellevue this _____ day of _____, 2023.

ATTEST:

CITY OF BELLEVUE, a Nebraska
Municipal Corporation

City Clerk

Rusty Hike, Mayor

CITY SEAL

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

Signed by the City of Papillion this ____ day of _____, 2023.

ATTEST:

CITY OF PAPILLION, a Nebraska
Municipal Corporation

Nicole Brown, City Clerk

David P. Black, Mayor

CITY SEAL

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

Signed by the City of La Vista this ____ day of _____, 2023.

ATTEST:

CITY OF LA VISTA, a Nebraska
Municipal Corporation

Pamela A. Buehe, City Clerk

Douglas Kindig, Mayor

CITY SEAL

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

Signed by the City of Gretna this ____ day of _____, 2023.

ATTEST:

CITY OF GRETNA, a Nebraska
Municipal Corporation

Tammy L. Tisdall, City Clerk

Mike Evans, Mayor

CITY SEAL

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

Signed by the City of Springfield this _____ day of _____, 2023.

ATTEST:

CITY OF SPRINGFIELD, a Nebraska
Municipal Corporation

Kathleen Gottsch,
City Administrator/City Clerk

Robert Roseland, Mayor

CITY SEAL

SCHEDULE 1

Restricted Funds

<u>Agency Member</u>	<u>Restricted Fund Name</u>
Bellevue	Bellevue City Bond Fund
Gretna	Gretna City Bond Fund
Gretna	Gretna City Street Fund
Papillion	Papillion City Bond Fund
Papillion	Papillion Capital Improvement Fund
Springfield	Springfield City Bond Fund
Sarpy County	County Bond Fund
Sarpy County	County Sinking Fund

EXHIBIT D-1

Baseline PILOT Distributions

Revised effective: January 1, 2022

Member	Baseline PILOT Distribution
Bellevue	\$0.00
Gretna	\$5,168.93
Papillion	\$4,227.01
Sarpy County	\$21,171.08
Springfield	\$18,497.28
Total	\$49,064.30

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16a.
6/6/2023

COUNCIL MEETING DATE: June 6, 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:

Agreement with JEO Consulting Group Inc. for engineering services

SYNOPSIS/BACKGROUND:

FY 2023/2024 assistance with post construction stormwater management plans. Review of documents associated with PCSMP, meetings, additional services as needed.

FISCAL IMPACT: \$39,000.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: JEO consulting Group Inc INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Assistance with PCSMP

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: 6033 ACCOUNT NUMBER: 10-10-6033

RECOMMENDATION:

Approve and authorize the Mayor to sign the agreement with JEO consulting Group Inc. for engineering consulting services.

ATTACHMENTS:

- Agreement
- Exhibit A- Scope of Service
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

David Goedeken
[Signature]
[Signature]



**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of June 6, 2023 between City of Bellevue ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Bellevue FY23/24 Assistance with PCSMP Reviews in Permix ("Project").

JEO Project Number: R230825.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC
Exhibit A - Scope of Services

Project Description: Assist the City of Bellevue Public Works Department with review of Post Construction Stormwater Permit (PCSMP) applications submitted for development within the city. The City will be responsible for review and approval of all applications in Permex. All reviews would be completed in the Permex System. Additionally, the following services can be provided on an as needed basis:

- assistance with grading permit reviews.
- Review of documents during the platting process (preliminary or final) on PCSMP related studies or plans.

Review of Documents associated with Post Construction Stormwater Permitting:

1. Review of post construction stormwater permit technical documents, including but not limited to those listed below:
 - a. Drainage Study
 - b. Post Construction Stormwater Plans
 - c. Permanent easement documents
 - d. As-built plans
 - e. Two Inspections are included in the scope of work; one after installation of PSCMP items and one prior to final close out.
 - f. Assistance with non-compliance issues can be provided, as needed.

Meetings Associated with the project:

1. Kick off Meeting to review the projects in the backlog, discuss prioritization, establish communication plans and timing along with other topics related to the project. This meeting would be an in-person meeting.
2. Quarterly progress meetings to review project progress, status of budget and any adjustments to the project communication plan or schedule. These meeting would be conducted remotely via Microsoft Teams.

Additional Services on an as needed basis:

1. Provide assistance with review of grading permits and associated documents, when requested by city staff. Document review include but are not limited to:
 - a. Stormwater Pollution Prevention Plan (SWPPP)
 - b. NPDES Permit Documents
 - c. Grading permit inspections are NOT included.
2. Review of the documents provided during the platting process, including but not limited to those listed below, as requested.
 - a. Drainage Studies
 - b. PCSMP Plans
 - c. Erosion Control Plans

Proposed Schedule:

Reviews will be completed as they are received or based on a prioritization set by City Staff. The kick off meeting will be scheduled within a week of the notice to proceed and the progress meetings will be established at the kick off meeting.

Clearance of Backlogged Applications	June 2023 thru August 31, 2023
Permit Reviews for FY 23/24	Completed within 2 weeks of receipt
Other Services	Completion schedule as determined with city staff

Fee proposal:

The estimated total fee for this scope of work is:

Clearance of Backlogged Applications	\$20,000.00
Permit Reviews for FY 23/24	\$14,500.00
Meetings	\$ 4,500.00
TOTAL	\$39,000.00

4.02 Total Agreement

A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Bellevue, Nebraska

Engineer: JEO Consulting Group, Inc.

By: Rusty Hike

By: Ryan Joe

Title: Mayor

Title: Project Manager

Date Signed:

Date Signed: *Ryan Joe*

Address for giving notices:

Address for giving notices:

City of Bellevue

JEO Consulting Group, Inc.

1500 Wall Street

11213 Davenport Street, Suite 200

Bellevue, NE 68123

Omaha, NE 68154

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC
Exhibit A - Scope of Services

- Fee's incurred will be billed based on current hourly rates for time incurred on requested services.
- Current (2023) hourly rates are subject to change on or around January 1st annually. Anticipated staff assigned to this project are:

<u>STAFF MEMBER:</u>	<u>2023 Rate Schedule</u>
Julie Ogden, PE	\$230.00
Ryan Joe	\$140.00
Terry Lage	\$175.00
Rebekah Simmons	\$100.00
Mark McCabe	\$275.00
Ann Nissen	\$170.00

- Additional JEO staff may be utilized, as needed, when a particular discipline or specialty is needed for review.

JEO CONSULTING GROUP INC. □ JEO ARCHITECTURE INC.

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement

shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other

JEO CONSULTING GROUP INC □ JEO ARCHITECTURE INC

harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
 - i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use 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 pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: June 6, 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:

Embris Group professional services

SYNOPSIS/BACKGROUND:

The oldest wastewater collection system components within the City of Bellevue are within the Olde Towne area. The wastewater collection system in this area has been identified in the city's capital improvement plan for rehabilitation to provide reliable sanitary sewer service to the residents of Bellevue. The City of Bellevue wishes to engage Embris group in developing a cured-in-place-pipe procurement package for an area with the Olde Towne area of Bellevue. The City wishes to utilize this procurement package as a template for future City-managed projects and will work with Engineer to implement city desired elements into the technical specifications.

FISCAL IMPACT: \$91,900.00 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Olde Towne CIPP Rehabilitation Package

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIPP Pipline Rehab, Industrial area CIP PROJECT NAME:

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S): CIPW W 3(6)

ACCOUNTING DISTRUBUTION CODE: 7000 ACCOUNT NUMBER: 20-00

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and Embris Group.

ATTACHMENTS:

1. Exhibit B - 6 pages 2. 3. 4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]

This is Task Order No. 230021.02,

Consisting of 6 pages

Task Order

In accordance with the Master Services Agreement Between Owner and Engineer for Professional Services dated April 18th, 2023 ("Agreement"), Owner and Engineer agree as follows:

Specific Project Data

A. Title: Olde Towne CIPP Rehabilitation Package

B. Description: The oldest wastewater collection system components within the City of Bellevue are within the Olde Towne area. The wastewater collection system in this area has been identified in the city's capital improvement plan for rehabilitation to provide reliable sanitary sewer service to the residents of Bellevue and decrease maintenance needs for City wastewater collection system staff. The Owner wishes to engage Engineer in developing a cured-in-place-pipe (CIPP) Procurement Package for an area within the Old Towne area of Bellevue. Owner wishes to utilize this procurement package as a template for future City-managed projects and will work with Engineer to implement city desired elements into the technical specifications.

1. Services of Engineer

See Attachment "A".

2. Owner's Responsibilities

Exhibit "A" from the Master Agreement Between Owner and Engineer for Professional Services as referenced above is modified as follows:

3. Times for Rendering Services

Within a reasonable amount of time following notice to proceed.

4. Payments to Engineer

A. For Hourly Rates. Owner shall pay Engineer for Services as follows:

1. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class.
2. The total compensation for Services is estimated to be \$91,970. See Attachment "B".
3. Engineer's estimate of the amounts that will become payable are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
4. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are

This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the **Master Agreement between Owner and Engineer for Professional Services** dated April 18th, 2023.



completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall be paid for all services rendered hereunder.

5. Other Modifications to Master Agreement:

Approval and Acceptance: Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this document as part of the Agreement. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, _____.

Engineer

Owner

Kylie Wilmes 5/2/2023
Signature Date

Signature Date

Kylie Wilmes, PE
Name

Name

Principal
Title

Title

Title: Olde Towne CIPP Rehabilitation Package

Description: The oldest wastewater collection system components within the City of Bellevue are within the Olde Towne area. The wastewater collection system in this area has been identified in the city's capital improvement plan for rehabilitation to provide reliable sanitary sewer service to the residents of Bellevue and decrease maintenance needs for City wastewater collection system staff. The Owner wishes to engage Engineer in developing a cured-in-place-pipe (CIPP) Procurement Package for an area within the Old Towne area of Bellevue. Owner wishes to utilize this procurement package as a template for future City-managed projects and will work with Engineer to implement City desired elements into the technical specifications.

Services of Engineer:

Task 1: Project Management

- 1.1 Provide project management oversight over all facets and phases of the project. Project management shall include the following services:
 - a. Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
 - b. Provide oversight to ensure scope of services and schedule are met.
 - c. Review billed hours by project team and prepare invoice statements for Owner.

Task 1 Deliverables:

- Monthly Invoicing

Task 2: Pre-Design Phase

- 2.1 Attend a kick-off meeting with the City of Bellevue staff to review the project scope, schedule, and design details. Conduct a site walkthrough of the project area to review the existing site. Receive existing data from Client including:
 - 2.1.1 Owner identified project area.
 - 2.1.2 Relevant original plans.
 - 2.1.3 Relevant pipeline inspection CCTV reports.
 - 2.1.4 Other pertinent data to the overall project.
- 2.2 Engineer to conduct planning analysis to include:
 - 2.2.1 Reviewing existing data obtained from Owner.
 - 2.2.2 Evaluating Owner's needs with information obtained.
 - 2.2.3 Developing Engineer's recommendations for CIPP locations.
 - 2.2.4 Preparing a recommendation to Owner within a memo for concurrence on basis of design. Conduct a virtual meeting to review the results.

Task 2 Meetings:

- Kickoff Meeting with Site Visit

Task 2 Deliverables:

- Kickoff Meeting Minutes
- Basis of Design Technical Memorandum

Task 3: Procurement Package

- 3.1 90% Design:
 - a. Develop Drawings for the CIPP area using Owner GIS data. Drawings to include:

- Site plan illustrating locations to install CIPP
 - Identify relevant pipe size and material
 - Identify approximate depth
 - Identify locations of spot repairs and restorations (if needed)
 - Identify service lateral locations to be restored and method of sealing up joint
- b. Develop the technical performance specification for the Owner for the CIPP procurement package. Engineer to utilize the National Association of Sewer Service Companies (NASSCO) CIPP guideline specification as a starting point.
- a. Receive Division 00 procurement and contract documents from the City of Bellevue and incorporate into overall Project Manual.
- b. Create a 90% Project Manual.
- c. Prepare an engineer's opinion of probable cost.
- d. Conduct an internal 90% QA/QC review of the Drawings and Project manual.
- e. Conduct a 90% review with City of Bellevue staff of the Drawings, Project Manual, and opinion of probable cost.
- f. Submit package to the Nebraska Department of Environment and Energy (NDEE) for a construction permit.

3.2 Design Finalization:

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

Task 3 Deliverables:

- 90% Drawings and Project Manual
- Signed and Sealed Drawings and Project Manual
- NDEE Construction Permit

Task 3 Meetings:

- 90% Review Meeting

Task 4: Procurement Assistance

- 4.1 Assist owner with procurement, review bid results and provide a letter of recommendation.

Task 5: Services During Construction

5.1 Meetings During Construction

- a. Attend pre-construction meeting at the site (1 assumed).
- b. Attend meetings onsite for issues (2 assumed).
- c. Attend Final Inspection meeting (1 assumed).

5.2 Construction Administration

- a. Respond to contractor's requests for clarifications and interpretations and coordinate response with OWNER.
- b. Review shop drawing submittals as requested of the owner. Reviewed shop drawings will be provided to the OWNER and Contractor.
- c. Review and make recommendations to OWNER regarding accepting or rejecting work as it relates to compliance with the design criteria and testing reports.
- d. Assist in the close-out of Owner-obtained project permits.

DESIGN EXCLUSIONS THAT CAN BE PROVIDED AS AN ADDITIONAL SERVICE INCLUDE, BUT ARE NOT LIMITED TO:

- Pipe and manhole inspections including CCTV
- Plan and profile drawings
- Design for manhole to manhole pipe replacement
- Design for bypass pumping (assumed to be handled by contractor)
- Design for traffic plan (assumed to be handled by contractor)
- Manhole rehabilitation design or analysis
- Topographic survey (GIS is assumed to be utilized for preparation of site plan drawings)
- Property line delineation, boundary survey, easement or land acquisition services.

SERVICES DURING CONSTRUCTION EXCLUSIONS THAT CAN BE PROVIDED AS AN ADDITIONAL SERVICE INCLUDE, BUT ARE NOT LIMITED TO:

- Materials Testing
- Construction Staking
- Resident Services:
 - Meetings:
 - Coordinating meetings, preparing meeting agendas and distributing meeting notes for meetings.
 - Contractor Coordination:
 - Manage, distribute, and coordinate contractor submittals.
 - Record and manage requests for interpretation/information of plans and specifications by the contractor.
 - Manage construction change process. Issue response letters, field orders, work change directives, and change proposal requests.
 - Negotiating and preparing change orders for execution to the Owner for final review and approval.
 - Reviewing and approving pay applications.
 - Field Services:
 - Tracking of daily activities.
 - Field measuring of quantities for final quantity concurrence.
 - Providing notification of work not performed in accordance with the plans and specifications.
 - Verification of materials delivered are in accordance with approved shop drawings.
 - Reviewing and coordinating materials field testing as required of the project.
 - Collect all material delivery tickets.
 - Construction Closeout:
 - Scheduling a final project walkthrough/inspection of the project.
 - Preparation and submittal of a final punchlist.
 - Preparing as-built drawings.
 - Create and distribute substantial completion certificate, punch list, final concurrence, final estimate, and final acceptance letters to the Contractor.
 - Organize and deliver all project related files, both electronic and hard copy, to the Owner upon final acceptance.

Attachment B - Breakdown of Cost

Project: Olde Towne CIPP Rehabilitation Package

Date: 5/2/2023

		Embris Group
Task 1: Project Management		
1.1 Project Management		\$2,220.00
	Subtotal	\$2,220.00
Task 2: Pre-Design Phase		
2.1 Kickoff Meeting		\$3,120.00
2.2 Review Existing Data		\$20,800.00
2.3 BOD TM & Review Meeting		\$13,400.00
	Subtotal	\$37,320.00
Task 3: Final Design Phase		
3.1 90% Design		\$28,300.00
3.2 Design Finalization		\$13,400.00
	Subtotal	\$41,700.00
Task 4: Procurement Assistance		
4.1 Procurement Assistance		\$1,110.00
	Subtotal	\$1,110.00
Task 5: Services During Construction		
5.1 Meetings During Construction		\$2,960.00
5.2 Construction Administration		\$5,920.00
5.3 Final Inspection		\$740.00
	Subtotal	\$9,620.00
TOTALS		\$91,970.00

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: June 6, 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:

Acquisitions, Permanent and Temporary Easements for 36th Street Improvement Project

SYNOPSIS/BACKGROUND:

Midwest Right-of-Way has provided documentation for the requested acquisitions, easements and cost breakdown for the phase two of 36th Street Improvement Project. The complete documentations is available upon request. This is the first group of requests for acquisitions and easements. This is an 80/20 split with NDOT.

FISCAL IMPACT: \$37,610.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: YES

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: 36th Street Improvement Project

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

CIP PROJECT NAME: ROW Acquisition 36th Street CIP PROJECT NAME: ST23(5)

STREET DISTRICT NAME (S): 36th St-Sheridan Rd to Platteview STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRUBUTION CODE: 10-15 ACCOUNT NUMBER: 6243

RECOMMENDATION:

Approve the Acquisitions, Permanent and Temporary Easements for the 36th Street Improvement Project.

ATTACHMENTS:

- Letters from Midwest Right-of-Way
-
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

David Goedeken
[Signature]
[Signature]



MIDWEST

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April 24, 2023

City of Bellevue Public Works
c/o Matt Knight
1510 Wall Street
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska
36th Street, Sheridan to Platteview
Project #MAPA-3773(1)
Control #22288
Tract #C1

Dear Mr. Knight:

Enclosed are executed copies of the Purchase Agreement, and Warranty Deed for Tract C1, James F. and Deborah L. Bose. The authorized representative of the City of Bellevue will need to sign all copies of the Purchase Agreement. One signed original is to be kept by the county and placed in the completed file. The second original should be sent with payment to the property owner.

The Warranty Deed needs to be recorded at the Sarpy County Register of Deeds' office. The original, recorded documents should be kept in the completed file.

Please send an original executed Purchase Agreement, a copy of the recorded Warranty Deed and a check in amount of \$6,390.00 made payable to:

**James F. and Deborah L. Bose
13911 South 36th Street
Bellevue, Nebraska 68123**

Please e-mail copies of the signed contract, and a copy of the payment to blissd@midwestrow.com to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Denny Bliss'.

Denny Bliss
Acquisition Agent

Enclosures



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May 8, 2023

City of Bellevue Public Works
c/o Matt Knight
1510 Wall Street
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska
36th Street, Sheridan to Platteview
Project #MAPA-3773(1)
Control #22288
Tract #B15

Dear Mr. Knight:

Enclosed are executed copies of the Purchase Agreement for Tract B15, Alan L. and Virginia G. Steffen. The authorized representative of the City of Bellevue will need to sign all copies of the Purchase Agreement. One signed original is to be kept by the City and placed in the completed file. The second original should be sent with payment to the property owner.

Please send an original fully executed Purchase Agreement and a check in amount of \$560.00 made payable to:

**Alan L. and Virginia G. Steffen
14402 South 35th Street
Bellevue, Nebraska 68123**

Please e-mail copies of the signed contract, and a copy of the payment to blissd@midwestrow.com to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,

A handwritten signature in black ink, appearing to read 'Denny Bliss'.

Denny Bliss
Acquisition Agent

Enclosures



MIDWEST

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May 12, 2023

City of Bellevue Public Works
c/o Matt Knight
1510 Wall Street
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska
36th Street, Sheridan to Platteview
Project #MAPA-3773(1)
Control #22288
Tract #A1

Dear Mr. Knight:

Enclosed are executed copies of the Purchase Agreement for Tract A1, Michael J. Benak. The authorized representative of the City of Bellevue will need to sign all copies of the Purchase Agreement. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

Please send an original executed Purchase Agreement and a check in amount of \$360.00 made payable to:

**Michael J. Benak
3611 Lynx Circle
Bellevue, Nebraska 68123**

Please e-mail a copy of the signed contract and a copy of the payment to cschescke@midwestrow.com to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,

Caleb Schescke
Acquisition Agent

Enclosures



May 1, 2023

City of Bellevue Public Works
c/o Matt Knight
1510 Wall Street
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska
36th Street, Sheridan to Platteview
Project #MAPA-3773(1)
Control #22288
Tract #B42

Dear Mr. Knight:

Enclosed are executed copies of the Purchase Agreement, and Permanent Easement for Tract B42, Ben and Marsha Smoot. The authorized representative of the City of Bellevue will need to sign all copies of the Purchase Agreement. One signed original is to be kept by the county and placed in the completed file. The second original should be sent with payment to the property owner.

The Permanent Easement needs to be recorded at the Sarpy County Register of Deeds' office. The original, recorded documents should be kept in the completed file.

Please send an original executed Purchase Agreement, a copy of the recorded Permanent Easement and a check in amount of \$7,490.00 made payable to:

**Ben and Marsha Smoot
3506 Tammy Street
Bellevue, Nebraska 68123**

Please e-mail copies of the signed contract, and a copy of the payment to blissd@midwestrow.com to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,

A handwritten signature in black ink, appearing to read 'Denny Bliss'.

Denny Bliss
Acquisition Agent

Enclosures



May 2, 2023

City of Bellevue Public Works
c/o Matt Knight
1510 Wall Street
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska
36th Street, Sheridan to Platteview
Project #MAPA-3773(1)
Control #22288
Tract #C8

Dear Mr. Knight:

Enclosed are executed copies of the Purchase Agreement for Tract C8, Steven A. and Pamela M. Rugg, Trustees. The authorized representative of the City of Bellevue will need to sign all copies of the Purchase Agreement. One signed original is to be kept by the City and placed in the completed file. The second original should be sent with payment to the property owner.

Please send an original fully executed Purchase Agreement and a check in amount of \$2,100.00 made payable to:

**Steven A. and Pamela M. Rugg, Trustees
3601 Fox Ridge Drive
Bellevue, Nebraska 68123**

Please e-mail copies of the signed contract, and a copy of the payment to blissd@midwestrow.com to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,

A handwritten signature in black ink, appearing to read 'Denny Bliss'.

Denny Bliss
Acquisition Agent

Enclosures



April 19, 2023

City of Bellevue Public Works
c/o Matt Knight
1510 Wall Street
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska
36th Street, Sheridan to Platteview
Project #MAPA-3773(1)
Control #22288
Tract #B18

Dear Mr. Knight:

Enclosed are executed copies of the Purchase Agreement for Tract B18, Zachary S. Schneider. The authorized representative of the City of Bellevue will need to sign all copies of the Purchase Agreement. One signed original is to be kept by the City and placed in the completed file. The second original should be sent with payment to the property owner.

Please send an original fully executed Purchase Agreement and a check in amount of \$390.00 made payable to:

**Zachary S. Schneider
14336 South 35th Street
Bellevue, Nebraska 68123**

Please e-mail copies of the signed contract, and a copy of the payment to blissd@midwestrow.com to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,

Denny Bliss
Acquisition Agent

Enclosures



April 24, 2023

City of Bellevue Public Works
c/o Matt Knight
1510 Wall Street
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska
36th Street, Sheridan to Platteview
Project #MAPA-3773(1)
Control #22288
Tract #B40

Dear Mr. Knight:

Enclosed are executed copies of the Purchase Agreement for Tract B40, Thomas R. Taylor, Jr. and Louise Taylor. The authorized representative of the City of Bellevue will need to sign all copies of the Purchase Agreement. One signed original is to be kept by the City and placed in the completed file. The second original should be sent with payment to the property owner.

Please send an original fully executed Purchase Agreement and a check in amount of \$350.00 made payable to:

**Thomas R. Taylor, Jr. and Louise Taylor
14002 South 35th Street
Bellevue, Nebraska 68123**

Please e-mail copies of the signed contract, and a copy of the payment to blissd@midwestrow.com to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,

Denny Bliss
Acquisition Agent

Enclosures



April 26, 2023

City of Bellevue Public Works
c/o Matt Knight
1510 Wall Street
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska
36th Street, Sheridan to Platteview
Project #MAPA-3773(1)
Control #22288
Tract #C3

Dear Mr. Knight:

Enclosed are executed copies of the Purchase Agreement, and Warranty Deed for Tract C3, James R. and Claudia A. Morgia. The authorized representative of the City of Bellevue will need to sign all copies of the Purchase Agreement. One signed original is to be kept by the county and placed in the completed file. The second original should be sent with payment to the property owner.

The Warranty Deed needs to be recorded at the Sarpy County Register of Deeds' office. The original, recorded documents should be kept in the completed file.

Please send an original executed Purchase Agreement, a copy of the recorded Warranty Deed and a check in amount of \$19,970.00 made payable to:

**James R. and Claudia A. Morgia
13815 South 36th Street
Bellevue, Nebraska 68123**

Please e-mail copies of the signed contract, and a copy of the payment to blissd@midwestrow.com to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,

Denny Bliss
Acquisition Agent

Enclosures

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 06/06/2023		SUBMITTED BY: Julie Dinville	
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 checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Agreement with Omaha Integrative Care, LLC

SYNOPSIS/BACKGROUND:

The Bellevue Public Library would like to partner with Omaha Integrative Care, LLC, 2126 N. 117th Ave., Omaha, NE, 68164, to provide two sessions of a Sound Bath Experience for the Young Adult Summer Library Program on Thursday, July 13, 2023, for a total of one hour. The program's total cost of \$275 will be funded by the Bellevue Library Foundation.

FISCAL IMPACT: 0 BUDGETED FUNDS?: GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Omaha Integrative Care Client Agreement

CONTRACT EFFECTIVE DATE: 7/13/23 CONTRACT TERM: 1 day CONTRACT END DATE: 7/13/23

PROJECT NAME: Sound Bath Experience program for Young Adult Summer Library Program

START DATE: 7/13/23 END DATE: 7/13/23 PAYMENT DATE: Within 30 days INSURANCE REQUIRED: No

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approval of agreement

ATTACHMENTS:

1. Contract with Omaha Integrative Care 2. 3.
4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Julie Dinville
[Signature]



OMAHA INTEGRATIVE CARE CLIENT AGREEMENT

This OMAHA INTEGRATIVE CARE CLIENT AGREEMENT ("Agreement") is made and entered into May 12th, 2023 ("Effective Date"), by and between **OMAHA INTEGRATIVE CARE, LLC**, a Nebraska limited liability company with offices at 2126 N. 117th Ave, Omaha, Nebraska ("OIC") and the undersigned ("Client"). OIC and Client may be individually referred to herein as a "party" and collectively as the "parties."

1. **Term of the Agreement.** The term of this Agreement shall be for one (1) year commencing on the Effective Date, unless sooner terminated as provided for in this Agreement. The Agreement will automatically renew for consecutive one (1) year terms.
2. **Termination Without Cause.** After the first anniversary of this Agreement, either party may terminate this Agreement upon ninety (90) days' written notice to the other party.
3. **Termination for Cause.** Either party shall have the right to terminate this Agreement upon written notice of such termination to the other party in the event that either party is in material breach of any provision of this Agreement and the breaching party has not cured the breach within thirty (30) days of receipt of written notice from the non-breaching party.
4. **Additional Terms and Conditions.** The parties agree that this Agreement shall be subject to the additional terms and conditions contained on **Attachment A** attached hereto and by this reference made a part hereof.
5. **Services.**
 - a. OIC agrees to perform the services specifically set forth in **Attachment B** ("Services").
 - b. OIC shall provide the Services to Client in accordance with the fee schedule set forth on **Attachment B** ("Fees") subject to the payment terms contained therein.
6. **Entire Agreement.** This Agreement, together with Attachments A and B shall constitute the entire agreement by and between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

Bellevue Public Library
1003 Lincoln Road
Bellevue, NE 68005

OMAHA INTEGRATIVE CARE, LLC
2126 N. 117th Ave
Omaha, Nebraska 68164

By: _____

By: _____

Name: _____

Name: Julie Luzarraga

Title: _____

Title: Member

Signature Date: _____

Signature Date: _____

ATTACHMENT A

ADDITIONAL TERMS AND CONDITIONS

1. Limited Warranty: Disclaimer of Warranties.

a. Warranty of Services. OIC warrants and represents any services performed by OIC or by a permitted subcontractor or agent of OIC shall be performed in a professional manner, consistent with the best practices in the industry and in a diligent, workmanlike, and expeditious manner. OIC acknowledges that time is of the essence for all services provided hereunder.

2. Services Provided.

a. OIC shall provide the services outlined in Attachment B.

3. Cancellation Policy.

a. Notice of cancellations by Client must be given to OIC no later than seven (7) days before the date the services are to be rendered.

b. Client shall be responsible for payment for services that would have been rendered if Client fails to notify OIC according to Section 3(a).

3. Effect of Government Regulations. Parties agree to mutually amend this Agreement, without liability, to comply with any legal order, ruling, opinion, procedure, policy, or other guidance issued, by any federal or state agency, or to comply with any provision of law, regulation, or any requirement of accreditation, tax-exemption, federally-funded health care program participation or licensure which: (i) invalidates or is inconsistent with the provisions of this Agreement; (ii) would cause a party to be in violation of the law; (iii) jeopardizes the tax-exempt status of either party; (iv) jeopardizes the tax-exempt status of any bonds issued for the benefit of either party; or (v) jeopardizes the good standing status of licensure, accreditation or participation in any Federally Funded Health Care Program, including the Medicare and Medicaid programs, of either party. If either party deems it necessary to amend this Agreement as provided in this Section, it shall furnish the other party with written notice thereof, along with a written opinion of its legal counsel supporting such determination. If the parties are unable to reach an agreement concerning the amendment of this Agreement within the earlier of forty-five (45) days after the date of the notice seeking amendment or the effective date of the change, or if the change is effective immediately, then either party may immediately terminate this Agreement by written notice to the other party.

4. Excluded Provider Warranty. OIC hereby represents and warrants that it is not now and at no time has been excluded from participation in any Federally Funded Health Care Program. Federal Funded Health

Care Program shall include Medicare and Medicaid, TRICARE, any health care program of the Department of Veterans Affairs, the Maternal and Child Health Services Block Grant program, and State Social Services Block Grant program, any State Children's Health Insurance program or any other similar program. Each party hereby agrees to immediately notify within five (5) days the other of any notice of intent to exclude or actual exclusion from any Federally Funded Health Care Program. Each party further represents and warrants that none of its employees or contractual staff are now excluded from participation in any Federally Funded Health Care Program. In the event that either party is excluded from participation in any Federally Funded Health Care Program during the term of this Agreement, either party may, as of the effective date of such exclusion or breach, terminate this Agreement.

5. Independent Contractor. None of the provisions of this Agreement are intended to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties, nor any of their respective officers, directors, employees or agents, shall have the authority to bind the other or shall be deemed or construed to be the agent, employee or representative of the other except as may be specifically provided herein. Neither party, nor any of their employees or agents, shall have any claim under this Agreement or otherwise against the other party for Social Security benefits, workers' compensation, disability benefits, unemployment insurance, vacation, sick pay or any other employee benefits of any kind.

6. Insurance. In order to adequately insure their respective personnel for liability arising out of the activities to be performed under this Agreement, each party agrees to obtain and maintain in force and effect liability insurance to insure themselves and their respective personnel for liability arising out of activities to be performed under, or in any manner related to, this Agreement. Each party shall, throughout the Term of this Agreement and for a period of three (3) years after, maintain comprehensive general liability, including blanket contractual liability, automobile insurance, and completed operations insurance coverage in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. If for any reason, such liability insurance policy is cancelled or does not renew, OIC, shall immediately purchase a replacement policy containing substantially the same terms which includes "Prior Acts Coverage Endorsement" effective from the Effective Date. Upon request, the parties agree to furnish to the other appropriate certificates of insurance.

7. Confidentiality.

a. Confidential Information. Both parties acknowledge that certain material and information which

has or will come into the possession of each party, pursuant to this Agreement or the performance thereof, consists of the other party's confidential and proprietary information (the "Confidential Information"), and that any unauthorized use or disclosure of such Confidential Information may cause irreparable damage or harm to its owner. Confidential Information may include, without limitation, documentation, research, development, trade secrets, or business affairs of the parties to this Agreement, their employees, customers, subsidiaries, affiliates and agents, database information, including, but not limited to, , entity information, compensation criteria and related data. Notwithstanding the foregoing, the receiving party shall have no confidentiality obligation with respect to any information received from the disclosing party which (i) was known to the receiving party prior to disclosure by the disclosing party without any obligations to maintain its confidentiality, (ii) is lawfully obtained by the receiving party from a third party under no obligation of confidentiality, (iii) is or becomes generally known or available other than by the receiving party's unauthorized disclosure, (iv) is independently developed by the receiving party, or (v) is disclosed to a third party, without any obligation of confidentiality. Both parties agree to clearly and completely reproduce all confidential marks and/or legends when copying any confidential information. The presence of a copyright notice on any Confidential Information will not constitute publication or otherwise impair the confidential nature thereof.

b. Use of Confidential Information. Each party will (i) use the Confidential Information of the other party exclusively to perform this Agreement, and (ii) take all reasonable precautions necessary to safeguard the confidentiality of the Confidential Information including (a) those used to protect the party's own Confidential Information, and (b) those reasonable precautions requested from time to time by the other party. OIC acknowledges and agrees any and all Confidential Information provided by Client shall remain the sole property of Client and may only be disclosed in accordance with this Agreement. Upon termination of this Agreement, at the sole discretion of Client, OIC shall return or destroy all Confidential Information received from, or created or received by OIC on behalf of Client that OIC still maintains in any form and shall retain no copies of such information.

c. Non-Disclosure of Confidential Information. The party receiving Confidential Information pursuant to this Agreement ("Recipient") will not disclose, in whole or part, any item of the Confidential Information that the party disclosing Confidential Information pursuant to this Agreement ("Disclosing Party") designates as confidential, to any individual, entity or other person except to: (i) those of Recipient's employees, consultants, or employees of a third party contracting to provide products or services to Recipient which involve the use of the Confidential Information who are contractually obliged or otherwise agree to comply with the use and non-disclosure restrictions applicable to Recipient under this Agreement; or (ii) as required by law; or (iii) as mutually agreed by the parties.

d. Unauthorized Use of Confidential Information. The parties acknowledge that any unauthorized use or disclosure of Confidential Information received pursuant to this Agreement, by Recipient or any third party receiving such Confidential Information from Recipient, may cause irreparable damage to the Disclosing Party or its licensor. If an unauthorized use or disclosure occurs, the Recipient will immediately notify Disclosing Party and take, at Recipient's expense, all steps which may be available to recover the disclosed material and to prevent any subsequent unauthorized use or dissemination, including availing itself of actions for seizure and injunctive relief. If Recipient fails to take such steps in a timely and adequate manner, the Disclosing Party may take such steps in its own name or Recipient's name, and at Recipient's expense including, but not limited to, seeking injunctive and equitable relief against Recipient, its employees and third parties. In any event, Recipient shall be responsible for any disclosure or breach of confidentiality by any of its employees or by third parties that gained access to the Confidential Information through Recipient.

e. Survival of Termination. The obligations of this Section and any section that should by its nature survive termination or expiration will survive the termination or expiration of this Agreement.

8. Governing Law: Submission to Jurisdiction. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEBRASKA.** EACH PARTY IRREVOCABLY AGREES THAT ANY CLAIM BROUGHT BY IT IN ANY WAY ARISING OUT OF THE AGREEMENT MUST BE BROUGHT SOLELY AND EXCLUSIVELY IN STATE OR FEDERAL COURTS LOCATED IN NEBRASKA AND EACH PARTY IRREVOCABLY ACCEPTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION OF EACH OF THE AFORESAID COURTS IN PERSONAM, GENERALLY AND UNCONDITIONALLY, WITH RESPECT TO ANY ACTION, SUIT, OR PROCEEDING BROUGHT BY IT OR AGAINST IT BY THE OTHER PARTY.

9. Severability. If any provision of this Agreement shall, for any reason, be found to be unenforceable or illegal, this Agreement shall remain in full force and effect, except for the unenforceable or illegal provision.

10. Assignment. Neither this Agreement nor any rights or duties under this Agreement may be assigned by either party, except upon written agreement signed by both parties.

11. Amendments. Except as otherwise provided in this Agreement, this Agreement may not be amended except upon written agreement signed by both parties.

12. Waiver. No failure by any party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement and term of this

Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.

13. Counterparts. This Agreement may be executed and delivered (including by facsimile transmission or e-mail) in one or more counterparts, and by the different parties in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

14. Force Majeure. Neither party shall be liable for any delay in performance or any failure in performance hereunder caused in whole or in part by reason of force majeure, which shall be deemed to include the occurrence of any event beyond the control of the parties, war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot and other acts of civil disobedience, action of a public enemy, laws, regulations or acts of any national, state or local government (or any agency, subdivision or instrumentality thereof), judicial action, labor dispute, accident, fire, explosion, flood, storm or other act of God. In the event OIC excuses its performance of any of the requirements of this Agreement or otherwise invokes the Force Majeure, the payment provisions of this Agreement shall be suspended for an equal period of time, and no fees shall accrue during such period of time when OIC is unable or unwilling to perform.

15. Access to Books and Records. To the extent that Section 952 of the Omnibus Reconciliation Act of 1980 (the "Act") and the regulations promulgated thereunder are applicable to this Agreement, OIC and the organizations related to it, if any, performing any of the duties pursuant to this Agreement valued at Ten Thousand Dollars (\$10,000) or more in any twelve (12)-month period shall, until four (4) years after the furnishing of Services pursuant to this Agreement, comply with requests by the Comptroller General, the Secretary of the Department of Health and Human Services, and their duly authorized representatives for access (in accordance with Section 952 of the Act) to any contract or agreement between OIC and Client for Services and to any contract or agreement between OIC and such related organizations, as well as the books, documents and records of OIC and its related organizations, if any, which are necessary to verify the cost of the Services provided. OIC shall promptly advise Client of such request, and shall promptly provide to Client copies of any documents so provided. Neither party shall be deemed to have waived any attorney-client or work-product privilege by virtue of this Section.

18. Notices. All notices, payments, consents, waivers and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a party when: (i) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (ii) sent by fax with confirmation of transmission by the transmitting equipment; or (iii) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses or fax numbers and marked to the attention of the person (by name or title) designated below

(or to such other address, fax number or person as a party may designate by notice to the other party):

To OIC: Omaha Integrative Care, LLC
2126 N 117th Ave
Omaha, Nebraska 68164
Attn: Julie Luzarraga

To Client: **Bellevue Public Library**
1003 Lincoln Road
Bellevue, NE 68005

19. Indemnification. OIC shall defend, indemnify and hold Client, 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) OIC's performance under this Agreement; (ii) any breach or default in or any violations or nonperformance of any covenant, term, provision, condition, or agreement ("Default") in this Agreement to be kept, observed, satisfied or performed by OIC; (iii) any alleged act, error, omission or negligence of OIC, its employees, subcontractors, agents or any other person acting on behalf of OIC; (iv) any material misrepresentation by OIC; or (v) OIC's operations in or about any Services site while OIC is performing Services on such site except to the extent such claims result or arise from or out of solely and proximately, City's negligence, unlawful conduct or material breach of this Agreement.

ATTACHMENT B
Services and Fees

Services Provided	Fees for Services
1. Sound Bath Experience Dates of Service: Thursday July 13th, 2023 6-6:30pm, break 6:30-6:45pm, 6:50-7:20pm	1. \$275 per hour Total: \$275

Payment Terms: Fees shall be paid monthly, which amount shall be paid within thirty (30) days of the date of invoicing. Any increase in the fees following the initial term of this Agreement, shall be communicated to the Client at least thirty (30) days prior to such increase.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 6/6/23		SUBMITTED BY: Administration/Legal	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Settlement and Payment Plan Agreement with L&J Asset Holdings, LLC

SYNOPSIS/BACKGROUND:

L&J Asset Holdings, LLC filed suit against the City arising from the City's assessment of a lien on property owned by L&J Asset Holdings, LLC after the City completed flood clean-up measures on the property. The City and L&J Holdings, LLC seek to resolve the dispute according to the terms set forth in the Settlement and Payment Plan Agreement.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the Mayor to sign the Settlement and Payment Plan Agreement with L&J Asset Holdings, LLC.

ATTACHMENTS:

1. <input type="text" value="Agreement and Exhibits"/>	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: _____

Shirley Brill


SETTLEMENT AND PAYMENT-PLAN AGREEMENT

THIS SETTLEMENT AND PAYMENT-PLAN AGREEMENT ("Agreement") is made and entered as of the last date signed below ("Effective Date"), by and between L&J ASSET HOLDINGS, LLC, a Delaware limited liability company ("L&J"), and the CITY OF BELLEVUE, a municipal corporation of the State of Nebraska, and CITY OF BELLEVUE BOARD OF EQUALIZATION (collectively, "City"). L&J and the City are herein referred to individually as the "Party" and collectively as the "Parties."

RECITALS

A. L&J is the owner of certain real property comprising three (3) parcels commonly known as 3510 Hancock Street, Bellevue 68005, and more particularly described in Exhibit A, attached hereto and incorporated herein ("Property");

B. Following flooding on or around the Property in 2019, the City condemned and engaged in certain flood-cleanup measures on or about certain mobile homes on the Property (collectively, "Flood Cleanup");

C. On November 6, 2019, the City obtained approval from the Federal Emergency Management Agency ("FEMA") for Private Property Debris Removal and Demolition under FEMA-4420-DR-NE ("FEMA Grant");

D. As a condition to the approval of the FEMA Grant, FEMA required that the City place a special assessment/lien for the costs of demolition and debris removal against the Property and stated that when, and if, such costs are recouped by the City, such recoupment would be immediately due to FEMA;

E. The City, through its City Council acting as a Board of Equalization, issued Resolution BOE No. 2020-0831-01, a copy of which is attached hereto as Exhibit B and incorporated herein, which purported to levy a special assessment against the Property in the amount of Seven Hundred Ninety Eight Thousand Five Hundred Sixty Dollars and 00/100 (\$798,560.00) ("Special Assessment") plus fourteen percent (14%) per annum interest ("Interest");

F. Per the City's direction, the Sarpy County Treasurer levied the Special Assessment against the Property, and it has accumulated Interest for more than two (2) years;

G. According to the City, the Special Assessment is attributable to the Property owner's repayment obligation to the City for the Flood Cleanup costs;

H. The City withheld certain permits for the Property on the basis of the unpaid Special Assessment, including L&J's application for an electrical permit attached hereto as Exhibit C and incorporated herein ("Permit");

I. L&J contests the Permit denial, as well as the validity and amount of the Special Assessment, and has initiated or intends to initiate litigation on those bases;

J. L&J and the City are presently parties to *L&J Asset Holdings, LLC v. City of Bellevue and City of Bellevue Board of Equalization*, Case No. 8:23-cv-44, in the United States District Court for the District of Nebraska (including all claims, counterclaims, cross-claims and the like) (collectively, the "Special Assessment Dispute"); and

K. A bona-fide dispute regarding the Permit denial and Special Assessment exists between the Parties, and the Parties wish to forgo the cost, expense, and uncertainty of litigation, including but not limited to the Special Assessment Dispute, and wish to resolve these matters pursuant to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth are true and correct and are hereby incorporated into this Agreement.

2. **Settlement Amount.** L&J agrees to dismiss, without prejudice, its claims under the Special Assessment Dispute and pay the "Settlement Amount" which shall be Fifty Thousand and 00/100 Dollars (\$50,000.00). In exchange, the City agrees to dismiss, without prejudice, its claims under the Special Assessment Dispute, and further, to simultaneously execute and perform the Waiver of Interest and Bond Agreement, which includes the joint stipulation to dismiss all claims associated with the Special Assessment Dispute without prejudice, attached hereto as Exhibit D and incorporated herein ("Waiver"). In addition, the City shall have the rights set forth in paragraph 4(d) below. The Parties acknowledge and agree that the Settlement Amount is commercially reasonable given the bona-fide dispute regarding the Special Assessment and the Parties' desire to forgo the cost, expense, and uncertainty of litigation.

3. **Commencement Conditions.** Subject to paragraph 4(b) and (d) below, the City waives, and shall be estopped from, any claim or request for any additional amount from L&J other than the Settlement Amount that is in any way attributable or related to the Special Assessment, Flood Cleanup, Property, or this Agreement. Further, the City's responsibilities shall specifically include, but not be limited to, the following, which shall be performed within three (3) business days of the Effective Date of this Agreement (except for items 3(c), (d), and (e)):

a. The City shall make a public record during the minutes of a special or regular meeting, simultaneously with the execution of this Agreement, of the City Council's vote on the agreement to and execution of the Waiver and execution by its counsel of the joint stipulation to dismiss all claims associated with the Special Assessment Dispute without prejudice;

b. The City shall notify the Sarpy County Treasurer, on a form acceptable to the Sarpy County Treasurer, of the terms of the Waiver and request the Sarpy County Treasurer to provide to the City evidence that it removed any reference to Interest in accordance with the terms of the Waiver;

c. Upon receipt of any evidence provided by the Sarpy County Treasurer that it has indeed removed any reference to Interest in accordance with the terms of the Waiver, the City will promptly forward same to L&J;

d. If in compliance with the City's municipal code and building code, the Permit (as well as any other license or permit application(s) that L&J submits to the City) shall be approved by the City in its normal course of review and approval, and further without any delay; and

e. The City has obtained approval of the Agreement from FEMA and NEMA as set forth in paragraph 4(d) below.

These responsibilities shall collectively be known as the "Commencement Conditions." This Paragraph shall be construed broadly to allow L&J's use of the Property in accordance with the Waiver. The Parties shall abide by the terms of the Waiver to the extent the Special Assessment continues to encumber the Property following the Commencement Date (defined below) and shall execute any documents necessary to effect the Waiver, and further, to remove the Special Assessment from any and all land records and tax rolls upon FEMA's and NEMA's acceptance of

the Agreement. If, however, the Waiver terminates, this Agreement shall automatically be null and void, in which case all of the Parties' respective rights, obligations, and duties under this Agreement shall be null and void and the Parties shall have all rights to raise all claims, including those tolled by the terms of this Agreement.

4. Payment Plan. L&J's payment of the Settlement Amount shall be subject to the following terms and conditions:

a. **Term.** L&J's payment of the Settlement Amount shall not commence until the date on which the City has completed all of the Commencement Conditions, each in a writing sufficient for recording purposes ("Commencement Date"). L&J shall provide written notice to the City when, in L&J's reasonable judgment, the Commencement Date has occurred. Following the Commencement Date, L&J shall have a term of five (5) years during which to make full payment on the Settlement Amount ("Term"). Neither the Settlement Amount nor any part thereof shall be due and owing until the end of the Term, subject to the payment plan set forth in Paragraph 4(d) below.

b. **Consultation.** The City, with written notice to L&J, shall consult with the Federal Emergency Management Agency ("FEMA") and Nebraska Emergency Management Agency ("NEMA") to determine if FEMA and NEMA will accept this Agreement, along with the City's other commercially reasonable efforts, as satisfaction for the FEMA Grant. L&J shall, at no cost to L&J (except for its own attorney's fees), cooperate in all such consultations and shall have the right to review, modify, and preapprove any document that the City provides to FEMA or NEMA and meaningfully participate in any communications between the City and FEMA or NEMA. The City shall provide any document that the City receives from FEMA or NEMA arising from or relating to this Agreement to L&J within three (3) business days of the City's receipt.

c. If within one (1) year of the Commencement Date, the City receives a rejection of this Agreement from FEMA or NEMA, then, within ten (10) business days of L&J's receipt of the rejection notice, (i) the Parties may mutually agree to extend the City's efforts to obtain FEMA and NEMA acceptance; or (ii) if no such extension can be agreed upon, this Agreement shall automatically terminate, in which case all of the Parties' respective rights, obligations, and duties under this Agreement shall be null and void and the Parties shall have all rights to raise all claims, including those tolled by the terms of this Agreement.

d. If, instead, within one (1) year of the Commencement Date, the City obtains approval of the this Agreement, or written modifications thereto agreed upon in a writing executed by the City and L&J, the Parties agree to the following releases, which apply only to claims based upon facts actually known to each party as of the Effective Date of this Agreement:

i. **L&J's Release.** If the condition in paragraph 4(d) is fulfilled, L&J, on its behalf and on behalf of its respective parents, subsidiaries and affiliates, past and present, as well as its present and former directors, officers, managers, associates, employees, servants, stockholders, members, partners, predecessors, successors, insurers, lenders, franchisees, assigns, representatives, agents, attorneys and their present and former representatives, spouses, heirs and assigns, acting by, through, under, or in concert with it, past or present (collectively, "L&J's Releasers"), hereby fully and finally release and forever discharge the City and its present and former officers, managers, associates, employees, council members, elected representatives, predecessors, successors, insurers, lenders, assigns, representatives, agents and attorneys (collectively "City Releasees"), of and from any and all manner of actions, causes of action, claims for relief, in law or in equity, statutory relief, statutory claims, statutory violations, suits, liens, administrative remedies, injunctions, debts, torts, reports, applications, licensing,

practices and procedures, frauds, contracts, promissory notes, agreements, promises, liabilities, claims, demands, wages, damages, interest, losses, invoices, penalties, costs, fees or expenses, of any nature whatsoever, based upon facts actually known to L&J as of the Effective Date of this Agreement ("L&J's Claims"), which the L&J's Releasers, or any of them, now have or have ever had against the City's Releasees. L&J, on behalf of itself and the L&J's Releasers hereby warrant that they have not transferred, encumbered or assigned any of L&J's Claims to any other person or entity.

ii. **City's Release.** If the condition in paragraph 4(d) is fulfilled, the City, on its behalf and on behalf of its present and former officers, managers, associates, employees, council members, elected representatives, predecessors, successors, insurers, lenders, assigns, representatives, agents and attorneys (collectively, "City's Releasers"), hereby fully and finally release and forever discharge L&J, and all of its respective parents, subsidiaries and affiliates, past and present, as well as its present and former directors, officers, managers, associates, employees, servants, stockholders, members, partners, predecessors, successors, insurers, lenders, franchisees, assigns, representatives, agents, attorneys and their present and former representatives, spouses, heirs and assigns, acting by, through, under, or in concert with it, past or present (collectively, "L&J's Releasees"), of and from any and all manner of actions, causes of action, claims for relief, in law or in equity, statutory relief, statutory claims, statutory violations, suits, liens, administrative remedies, injunctions, debts, torts, reports, applications, licensing, practices and procedures, frauds, contracts, promissory notes, agreements, promises, liabilities, claims, demands, wages, damages, interest, losses, invoices, penalties, costs, fees or expenses, of any nature whatsoever, based upon facts actually known to the City as of the Effective Date of this Agreement (the "City's Claims"), which the City's Releasers, or any of them, now have or have ever had against L&J's Releasees. The City, on behalf of itself and the City's Releasers hereby warrant that they have not transferred, encumbered or assigned any of the City's Claims to any other person or entity.

e. **Interest Prohibited.** The Parties agree that the Settlement Amount is the total amount allowable under this Agreement and that the City thus may not charge any fees or interest on the Settlement Amount or any portion thereof without the express written consent of L&J.

f. **Payment Plan.** Following the Commencement Date and throughout the Term, L&J shall make an annual payment to the City, each payment in partial satisfaction of the Settlement Amount. L&J shall endeavor to make each such payment in an amount equal to one fifth (1/5) of the Settlement Amount. However, the amount of each payment shall be in L&J's sole and absolute discretion.

g. **Receipts.** Within ten (10) days after the City has received any payment from L&J in accordance with this Agreement, the City shall provide a receipt evidencing, at minimum: (i) the amount and date of L&J's payment; and (ii) how much of the Settlement Amount remains due and owing. Failure of the City to provide such receipt within ten (10) days shall not constitute a waiver or release of L&J's obligation to pay any amount due and owing under the terms of this Agreement.

h. **Early Repayment.** Notwithstanding anything to the contrary, L&J shall have the right, but not the obligation, to pay off any or all of the Settlement Amount in one lump sum at any time, including before the end of the Term. No prepayment penalty may be charged.

i. Stipulated Dismissal and Release. Simultaneously herewith, the Parties, through their respective counsel, shall each execute and jointly file the Joint Stipulation in a form substantially similar to Exhibit C of the Waiver, attached hereto and incorporated herein. Subject to this Agreement, as of the Effective Date and throughout the Term of this Agreement, neither Party shall file or bring any action, cause of action, claim for relief, in law or in equity, relating or substantially similar to the claims or counterclaims brought in the Special Assessment Dispute. Each Party also warrants that it has not transferred, encumbered, or assigned any of its claims or counterclaims under this paragraph to any other person or entity.

5. Duty to Cooperate. Each Party shall promptly cooperate, at no charge, with the other Party's reasonable requests to execute documents and to issue or cooperate in all approvals such that (i) the Waiver is simultaneously executed with this Agreement; (ii) the Permit, as well as any other license or permit application(s) that L&J has submitted or does submit to the City, are reasonably approved; and (iii) L&J is allowed to develop the Property in L&J's intended manner and for L&J's intended purpose, consistent with all applicable law.

6. Default. Unless otherwise provided for in this Agreement, if either Party fails to materially comply with any obligation or duty set forth herein and fails to cure the same within five (5) business days of written notice from the other Party, such other Party may pursue any remedy available at law or in equity, including, without limitation, specific performance of this Agreement.

7. Miscellaneous.

a. Successors and Assigns. Until the Commencement Date, L&J may not assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the City, which consent the City may condition or withhold in its sole and absolute discretion. On or after the Commencement Date, L&J may assign and delegate its rights and duties under this Agreement and shall not need the City's permission therefor. If L&J assigns or delegates its duties under this Agreement in full, the assignee or delegate shall assume L&J's duties under this Agreement and the City shall execute a novation with L&J releasing L&J from any duties under this Agreement, except to the extent L&J or an assignee or delegate has an uncured breach of one of the terms of this Agreement. During the Term, the City may not assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of L&J, which consent L&J may condition or withhold in its sole and absolute discretion. Any purported assignment or delegation contrary to this Paragraph is void. Any permitted assignee or delegate of L&J's or the City's rights or duties under this Agreement shall be bound by this Agreement. Except as otherwise provided herein, this Agreement and all of the rights and duties herein shall be binding upon and shall inure to the benefit of the Parties, including any permitted heirs, executors, administrators, successors, and assigns.

b. Entire Agreement. This Agreement, together with all exhibits, constitutes the entire agreement between the City and L&J respecting its subject matter. Neither Party may modify this Agreement except in a writing that both Parties execute.

c. Severability. Should any provision of this Agreement be held invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect, unimpaired by the holding.

d. Ambiguity. Each Party has been represented by counsel in the negotiations and drafting of this Agreement. Accordingly, any rules of construction or interpretation that resolve ambiguities against the drafting Party shall be inapplicable to this Agreement.

e. Counterparts. This Agreement, and any amendments, may be executed in any number of counterparts and by each Party on separate counterparts, each of which when taken together shall constitute one and the same instrument.

f. Choice of Law. The laws of the State of Nebraska shall govern this Agreement in all respects without regard to any conflict of laws principles that would direct application of another jurisdiction's laws. Any dispute arising out of or in connection with this Agreement shall be resolved in the state courts located in Sarpy County, Nebraska.

g. Authorized Signature. Each person signing on behalf of a Party represents and warrants that such person has been properly authorized and empowered to sign this Agreement on behalf of such Party. To the extent the City needs authorization from its City Council or other bodies, the person signing on behalf of the City below warrants and represents that it has obtained such authorization and is acting in accordance therewith.

[The balance of this page is intentionally blank. Signatures commence on the next page.]

**L&J ASSET HOLDINGS, LLC,
a Delaware limited liability company**

By: _____
Derek L. Brown, Manager

Date: June __, 2023

**THE CITY OF BELLEVUE, a municipal
corporation of the State of Nebraska, and
CITY OF BELLEVUE BOARD OF
EQUALIZATION**

By: _____
Rusty Hike, Mayor

Date: June __, 2023

Approved as to form:

By: _____
_____, City Attorney

Attest:

By: _____
Susan Kluthe, City Clerk

Exhibit A
Legal Description

Lot 1 Paradise Park, a Subdivision in Sarpy County, State of Nebraska (Parcel ID #: 011587744);

Lot 2 Paradise Park, a Subdivision in Sarpy County, State of Nebraska (Parcel ID #: 011587745);
and

Lot 3 Paradise Park, a Subdivision in Sarpy County, State of Nebraska (Parcel ID #: 011587746).

**Exhibit B
Resolution**

RESOLUTION BOE NO. 2020-0831-01

WHEREAS, the following property owners were billed by the City of Bellevue, Nebraska for costs associated with the demolitions & removal of debris, and/or general property clean-up efforts on the following properties within the City of Bellevue:

Name (I, f)	Service Address	Parcel #	Legal Description	Amount
Paradise Park Inc.	3510 Harlan Lewis Road, 68005	011587744	Lot 1 Paradise Park	\$798,560.00
Paradise Park Inc.	3510 Harlan Lewis Road, 68005	011587745	Lot 2 Paradise Park	
Paradise Park Inc.	3510 Harlan Lewis Road, 68005	011587746	Lot 3 Paradise Park	
TOTAL				\$798,560.00

WHEREAS, these bills have not been paid to the City of Bellevue; and

WHEREAS, the property owners were notified by certified mail and regular mail that a hearing would be held on the 31st day of August, 2020, at 5:30 p.m. at which time they would have an opportunity to show cause why these bills should not be placed as liens against their properties, and

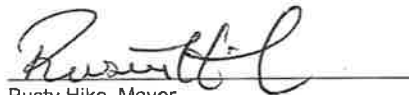
WHEREAS, the following written objections to the assessment of the costs were received or filed in the office of the City Clerk: None

NOW THEREFORE BE IT RESOLVED, that the amounts as shown above for demolitions and removal of debris, and/or other property clean-up efforts be placed as a lien against the properties so listed above and that said liens shall draw interest at the rate of fourteen (14%) percent per annum from the date of the lien, namely August 31, 2020, until paid; and the notice of such lien shall be forwarded to the County Treasurer of Sarpy County, Nebraska with instructions to place upon the records in the office of the County Treasurer the imposition of these liens upon the properties listed and said County Treasurer shall be authorized to collect the payment of these liens, including interest, for the City of Bellevue.

PASSED AND APPROVED this 31st day of August, 2020.

APPROVAL AS TO FORM:


City Attorney


Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk



Exhibit C Permit Application



CITY OF BELLEVUE, NEBRASKA ELECTRICAL PERMIT APPLICATION

402-293-3814 office / 402-293-3855 fax

Code No:

Permit No:

1. Job Address: 3510 Hancock Street, Bellevue, NE 68005																																																																																																															
2. Legal Description Lot 1 Block: Subdivision Name: Paradise Park	Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																																																																																														
3. Owner Name: L & J Asset Holdings, LLC	Phone: (503) 477-9306																																																																																																														
4. Owner Mailing Address: 8950 SW Hampton Ste 336	City: Tigard, OR, 97223																																																																																																														
5. Company/Contractor Name	Phone: License #																																																																																																														
6. Company/Contractor Address:	City: State: Zip:																																																																																																														
7. Class of Work: <input type="checkbox"/> New <input type="checkbox"/> Addition <input type="checkbox"/> Alteration <input checked="" type="checkbox"/> Repair																																																																																																															
8. Describe Work: Repair of Streetlights & Sanitary Sewer Lift Station Equipment																																																																																																															
Notes: Repairing control panel for (2) 50hp grinder pumps, plus 10 street lights Email Address: derek@dibcapman.com	QUANTITIES MUST BE FILLED IN																																																																																																														
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>Total Number</th> <th>Price Each</th> <th colspan="2">Fee</th> </tr> </thead> <tbody> <tr> <td>Receptacle/Switch And lighting outlets</td> <td>1-20</td> <td>1.10</td> <td>\$</td> <td></td> </tr> <tr> <td></td> <td>21+</td> <td>0.73</td> <td>\$</td> <td></td> </tr> <tr> <td rowspan="2">Light Fixture</td> <td>1-20</td> <td>1.10</td> <td>\$</td> <td>11 00</td> </tr> <tr> <td>21+</td> <td>0.73</td> <td>\$</td> <td></td> </tr> <tr> <td>Residential Appliance</td> <td></td> <td>4.75</td> <td>\$</td> <td></td> </tr> <tr> <td>Non-Residential Appliance</td> <td></td> <td>4.75</td> <td>\$</td> <td></td> </tr> <tr> <td>Power apparatus up to 1 HP</td> <td></td> <td>4.75</td> <td>\$</td> <td rowspan="4" style="text-align: center; vertical-align: middle;">\$24 60</td> </tr> <tr> <td>Over 1 and not over 10 HP each</td> <td></td> <td>12.30</td> <td></td> </tr> <tr> <td>11 to not over 50 HP each</td> <td></td> <td>24.60</td> <td></td> </tr> <tr> <td>51 to not over 100 HP each</td> <td></td> <td>49.50</td> <td></td> </tr> <tr> <td>Over 100 HP each</td> <td></td> <td>74.50</td> <td></td> <td></td> </tr> <tr> <td>Private Swimming Pools</td> <td></td> <td>49.50</td> <td>\$</td> <td></td> </tr> <tr> <td>Motors:</td> <td></td> <td></td> <td>\$</td> <td></td> </tr> <tr> <td>Misc:</td> <td></td> <td>18.20</td> <td>\$</td> <td></td> </tr> <tr> <td rowspan="2">Signs</td> <td>One branch circuit</td> <td>24.60</td> <td>\$</td> <td></td> </tr> <tr> <td>Additional branch circuits within the same sign</td> <td>4.75</td> <td>\$</td> <td></td> </tr> <tr> <td>Temp Power Service</td> <td></td> <td></td> <td>\$</td> <td></td> </tr> <tr> <td rowspan="3">Signature of Contractor or Authorized Agent: _____ Date: _____</td> <td rowspan="3">Service</td> <td>0-200 amp</td> <td>30.50</td> <td>\$</td> </tr> <tr> <td>201-1000 amp</td> <td>62.15</td> <td>\$</td> </tr> <tr> <td>Over 1000 amp</td> <td>124.30</td> <td>\$</td> </tr> <tr> <td colspan="3" style="text-align: right;">Supplemental Permit Fee</td> <td>\$</td> <td>7 25</td> </tr> <tr> <td colspan="3" style="text-align: right;">Permit Issuing Fee</td> <td>\$</td> <td>23 50</td> </tr> <tr> <td colspan="3" style="text-align: right;">Total Fee</td> <td>\$</td> <td>66 35</td> </tr> </tbody> </table>		Total Number	Price Each	Fee		Receptacle/Switch And lighting outlets	1-20	1.10	\$			21+	0.73	\$		Light Fixture	1-20	1.10	\$	11 00	21+	0.73	\$		Residential Appliance		4.75	\$		Non-Residential Appliance		4.75	\$		Power apparatus up to 1 HP		4.75	\$	\$24 60	Over 1 and not over 10 HP each		12.30		11 to not over 50 HP each		24.60		51 to not over 100 HP each		49.50		Over 100 HP each		74.50			Private Swimming Pools		49.50	\$		Motors:			\$		Misc:		18.20	\$		Signs	One branch circuit	24.60	\$		Additional branch circuits within the same sign	4.75	\$		Temp Power Service			\$		Signature of Contractor or Authorized Agent: _____ Date: _____	Service	0-200 amp	30.50	\$	201-1000 amp	62.15	\$	Over 1000 amp	124.30	\$	Supplemental Permit Fee			\$	7 25	Permit Issuing Fee			\$	23 50	Total Fee			\$
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<p style="text-align: center;">NOTICE</p> <p>Separate permits are required for building, electrical, plumbing, heating, ventilation, or air conditioning.</p> <p>This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced.</p> <p>I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of law and ordinances governing this type of work will be complied with whether specified herein or not. The granting of permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.</p> <p>ALL permits require inspections.</p>																																																																																																															
Signature of Owner (If Owner/Builder): <i>Derek Brown</i>	Date: 5/25/2022																																																																																																														

Exhibit D
Waiver of Interest and Bond Agreement

[Attached]

WAIVER OF INTEREST AND BOND AGREEMENT

THIS WAIVER OF INTEREST AND BOND AGREEMENT ("Waiver") is made and entered as of the last date signed below ("Effective Date"), by and between L&J ASSET HOLDINGS, LLC, a Delaware limited liability company ("L&J"), and the CITY OF BELLEVUE, a municipal corporation of the State of Nebraska, and CITY OF BELLEVUE BOARD OF EQUALIZATION (collectively, "City"). L&J and the City are herein referred to individually as the "Party" and collectively as the "Parties."

RECITALS

A. L&J is the owner of certain real property comprising three (3) parcels commonly known as 3510 Hancock Street, Bellevue 68005, and more particularly described in Exhibit A, attached hereto and incorporated herein ("Property");

B. The City, through its City Council acting as a Board of Equalization, issued Resolution BOE No. 2020-0831-01, a copy of which is attached hereto as Exhibit B and incorporated herein, which purported to levy a special assessment against the Property in the amount of Seven Hundred Ninety Eight Thousand Five Hundred Sixty Dollars and 00/100 (\$798,560.00) ("Special Assessment") plus fourteen percent (14%) per annum interest, which interest has accumulated for more than two (2) years ("Interest"); and

C. The Parties are engaged in litigation regarding, in part, the Special Assessment and Interest, in Case Number 8:23-cv-00044 in the U.S. District Court for the District of Nebraska ("Litigation"); and

D. The Parties wish to document that (i) each Party will dismiss its claims in the Litigation simultaneously with the execution of this Waiver by the joint stipulation attached hereto as Exhibit C and incorporated herein; (ii) the Interest is null and void; (iii) the City's encumbrance against the Property is, at most, the alleged Seven Hundred Ninety Eight Thousand Five Hundred Sixty Dollars and 00/100 (\$798,560.00) comprising the Special Assessment; and (iv) the City agrees to limit its recovery in a foreclosure action, if ever pursued, to the Bond (defined below).

AGREEMENT

NOW, THEREFORE, in consideration of L&J's payment of ten dollars (\$10.00) and the promises and mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth are true and correct and are hereby incorporated into this Waiver.

2. **Waiver of Interest.** The City agrees to (i) waive and forfeit any right to collect or assess the Interest and (ii) notify the Sarpy County Treasurer, in a form acceptable to the Sarpy County Treasurer, that the Interest is null and void and should be cancelled and removed in any official records relating to the Property. Such waiver shall not be deemed to reflect any acknowledgment or acceptance by either of the Parties regarding the legitimacy or illegitimacy of the Special Assessment. Rather, this Waiver documents the Parties' resolution of the Interest issue regarding the Special Assessment, and so that L&J can know the maximum potential amount of the Special Assessment at issue with respect to the Bond (defined below). Notwithstanding anything to the contrary, L&J reserves all rights to contest and invalidate the Special Assessment under the Parties' separate agreement. Nothing herein should be construed as a waiver or forfeiture of those rights or as a resolution between the Parties as to the legitimacy or illegitimacy of the Special Assessment.

3. **Dismissal of All Claims and Counter-Claims.** Simultaneously with the execution of this Waiver, each of the Parties will undertake dismissal of all claims associated with the Litigation by executing the joint stipulation attached hereto and incorporated herein as Exhibit C.

4. **Bond.** The Parties agree that, within five (5) business days of executing this Waiver, L&J will obtain a bond to secure payment of the Special Assessment based upon the fixed amount of Seven Hundred Ninety Eight Thousand Five Hundred Sixty Dollars and 00/100 (\$798,560.00) ("Bond"). Within ten (10) days of obtaining the Bond, L&J will provide a true and correct copy of the Bond to the City. Further, the City agrees that if it ever pursues a foreclosure action on the Special Assessment, and judgment is entered in favor of the City, execution of said judgment will be sought against the Bond and not against the Property identified in Exhibit A. The City also agrees to cooperate in good faith to provide any other documentation required for L&J to satisfy the title company, the bond company, or any lender in connection with L&J's use of the Property. In no event shall this term be interpreted as an acceptance by L&J of the validity or legality of the Special assessment. If L&J cannot obtain a Bond within the timeframe set forth in this Section, this Waiver shall automatically be deemed null and void without any further action by the Parties.

5. **Miscellaneous.**

a. **Severability.** Should any provision of this Agreement be held invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect, unimpaired by the holding.

b. **Ambiguity.** Each Party has been represented by counsel in the negotiations and drafting of this Agreement. Accordingly, any rules of construction or interpretation that resolve ambiguities against the drafting Party shall be inapplicable to this Agreement.

c. **Counterparts.** This Agreement, and any amendments, may be executed in any number of counterparts and by each Party on separate counterparts, each of which when taken together shall constitute one and the same instrument.

d. **Choice of Law.** The laws of the State of Nebraska shall govern this Agreement in all respects without regard to any conflict of laws principles that would direct application of another jurisdiction's laws. Any dispute arising out of or in connection with this Agreement shall be resolved in the state courts located in Sarpy County, Nebraska.

e. **Authorized Signature.** Each person signing on behalf of a Party represents and warrants that such person has been properly authorized and empowered to sign this Agreement on behalf of such Party. To the extent the City needs authorization from its City Council or other bodies, the person signing on behalf of the City below warrants and represents that it has obtained such authorization and is acting in accordance therewith.

[The balance of this page is intentionally blank. Signatures commence on next page.]

L&J ASSET HOLDINGS, LLC,
a Delaware limited liability company

By: _____
Derek L. Brown, Manager

Date: June __, 2023

**THE CITY OF BELLEVUE, A MUNICIPAL
CORPORATION OF THE STATE OF
NEBRASKA, AND CITY OF BELLEVUE
BOARD OF EQUALIZATION**

By: _____
Rusty Hike, Mayor

Date: June __, 2023

Approved as to form:

By: _____
_____, City Attorney

Attest:

By: _____
Susan Kluthe, City Clerk

Exhibit A
Legal Description

Lot 1 Paradise Park, a Subdivision in Sarpy County, State of Nebraska (Parcel ID #: 011587744);

Lot 2 Paradise Park, a Subdivision in Sarpy County, State of Nebraska (Parcel ID #: 011587745);
and

Lot 3 Paradise Park, a Subdivision in Sarpy County, State of Nebraska (Parcel ID #: 011587746).

**Exhibit B
Resolution**

RESOLUTION BOE NO. 2020-0831-01

WHEREAS, the following property owners were billed by the City of Bellevue, Nebraska for costs associated with the demolitions & removal of debris, and/or general property clean-up efforts on the following properties within the City of Bellevue:

Name (l, f)	Service Address	Parcel #	Legal Description	Amount
Paradise Park Inc.	3510 Harlan Lewis Road, 68005	011587744	Lot 1 Paradise Park	\$798,560.00
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Paradise Park Inc.	3510 Harlan Lewis Road, 68005	011587746	Lot 3 Paradise Park	
TOTAL				\$798,560.00

WHEREAS, these bills have not been paid to the City of Bellevue; and

WHEREAS, the property owners were notified by certified mail and regular mail that a hearing would be held on the 31st day of August, 2020, at 5:30 p.m. at which time they would have an opportunity to show cause why these bills should not be placed as liens against their properties, and


WHEREAS, the following written objections to the assessment of the costs were received or filed in the office of the City Clerk: None

NOW THEREFORE BE IT RESOLVED, that the amounts as shown above for demolitions and removal of debris, and/or other property clean-up efforts be placed as a lien against the properties so listed above and that said liens shall draw interest at the rate of fourteen (14%) percent per annum from the date of the lien, namely August 31, 2020, until paid; and the notice of such lien shall be forwarded to the County Treasurer of Sarpy County, Nebraska with instructions to place upon the records in the office of the County Treasurer the imposition of these liens upon the properties listed and said County Treasurer shall be authorized to collect the payment of these liens, including interest, for the City of Bellevue.

PASSED AND APPROVED this 31st day of August, 2020.

APPROVAL AS TO FORM:


City Attorney


Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk



**Exhibit C
Joint Stipulation**

[Attached]

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA**

L&J ASSET HOLDINGS, LLC,

Plaintiff,

v.

CITY OF BELLEVUE and CITY OF
BELLEVUE BOARD OF EQUALIZATION,

Defendants,

CASE NO. 8:23-cv-00044

**JOINT STIPULATION OF DISMISSAL
WITHOUT PREJUDICE**

Pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), Plaintiff L&J Asset Holdings LLC and Defendants City of Bellevue and City of Bellevue Board of Equalization hereby stipulate that the above matter, including Plaintiff's claims and Defendants' counterclaim, are dismissed without prejudice, each party to pay its own existing costs and attorneys' fees incurred in this matter.

Dated this ____ day of June, 2023.

L&J ASSET HOLDINGS, LLC, Plaintiff,

By: /s/

Kenneth W. Hartman (NE# 21954)

Vanessa A. Silke (NE# 25105)

Hannes D. Zetzsche (NE# 27115)

of BAIRD HOLM LLP

1700 Farnam Street, Suite 1500

Omaha, NE 68102-2068

Phone: 402-344-0500

Email: khartman@bairdholm.com

Email: vsilke@bairdholm.com

Email: hzetzsche@bairdholm.com

Attorneys for Plaintiff

AND

CITY OF BELLEVUE AND CITY OF

BELLEVUE BOARD OF

EQUALIZATION, Defendants,

By: /s/

Ryan M. Kunhart (NE# 24692)

Chloe L. Kuehner (NE#27346)

Dvorak Law Group, LLC

9500 W. Dodge Rd., Ste. 100

Omaha, NE 68114

(402) 934-4770

(402) 933-9630 (facsimile)

Email: rkunhart@ddlawgroup.com

Email: ckuehner@ddlawgroup.com

Attorneys for Defendants

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16f.
6/6/2023

COUNCIL MEETING DATE: 6/6/23		SUBMITTED BY: Administration/Legal	
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:

Waiver of Interest and Bond Agreement with L&J Asset Holdings, LLC

SYNOPSIS/BACKGROUND:

L&J Asset Holdings, LLC filed suit against the City arising from the City's assessment of a lien on property owned by L&J Asset Holdings, LLC after the City completed flood clean-up measures on the property. The City and L&J Holdings, LLC seek to resolve the dispute according to the terms set forth in the Settlement and Payment Plan Agreement, which includes as an exhibit the Waiver of Interest and Bond Agreement.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the Mayor to sign the Waiver of Interest and Bond Agreement with L&J Asset Holdings, LLC.

ATTACHMENTS:

1. <input type="text" value="Agreement and Exhibits"/>	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:

Shirone Borjesson

[Signature]

[Signature]

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D. The Parties wish to document that (i) each Party will dismiss its claims in the Litigation simultaneously with the execution of this Waiver by the joint stipulation attached hereto as Exhibit C and incorporated herein; (ii) the Interest is null and void; (iii) the City's encumbrance against the Property is, at most, the alleged Seven Hundred Ninety Eight Thousand Five Hundred Sixty Dollars and 00/100 (\$798,560.00) comprising the Special Assessment; and (iv) the City agrees to limit its recovery in a foreclosure action, if ever pursued, to the Bond (defined below).

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e. **Authorized Signature.** Each person signing on behalf of a Party represents and warrants that such person has been properly authorized and empowered to sign this Agreement on behalf of such Party. To the extent the City needs authorization from its City Council or other bodies, the person signing on behalf of the City below warrants and represents that it has obtained such authorization and is acting in accordance therewith.

[The balance of this page is intentionally blank. Signatures commence on next page.]

L&J ASSET HOLDINGS, LLC,
a Delaware limited liability company

By: _____
Derek L. Brown, Manager

Date: June __, 2023

**THE CITY OF BELLEVUE, A MUNICIPAL
CORPORATION OF THE STATE OF
NEBRASKA, AND CITY OF BELLEVUE
BOARD OF EQUALIZATION**

By: _____
Rusty Hike, Mayor

Date: June __, 2023

Approved as to form:

By: _____
_____, City Attorney

Attest:

By: _____
Susan Kluthe, City Clerk

Exhibit A
Legal Description

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and

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TOTAL				\$798,560.00

WHEREAS, these bills have not been paid to the City of Bellevue; and

WHEREAS, the property owners were notified by certified mail and regular mail that a hearing would be held on the 31st day of August, 2020, at 5:30 p.m. at which time they would have an opportunity to show cause why these bills should not be placed as liens against their properties, and


WHEREAS, the following written objections to the assessment of the costs were received or filed in the office of the City Clerk: None

NOW THEREFORE BE IT RESOLVED, that the amounts as shown above for demolitions and removal of debris, and/or other property clean-up efforts be placed as a lien against the properties so listed above and that said liens shall draw interest at the rate of fourteen (14%) percent per annum from the date of the lien, namely August 31, 2020, until paid; and the notice of such lien shall be forwarded to the County Treasurer of Sarpy County, Nebraska with instructions to place upon the records in the office of the County Treasurer the imposition of these liens upon the properties listed and said County Treasurer shall be authorized to collect the payment of these liens, including interest, for the City of Bellevue.

PASSED AND APPROVED this 31st day of August, 2020.

APPROVAL AS TO FORM:


City Attorney


Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk



Exhibit C
Joint Stipulation

[Attached]

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA**

L&J ASSET HOLDINGS, LLC,

Plaintiff,

v.

CITY OF BELLEVUE and CITY OF
BELLEVUE BOARD OF EQUALIZATION,

Defendants,

CASE NO. 8:23-cv-00044

**JOINT STIPULATION OF DISMISSAL
WITHOUT PREJUDICE**

Pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), Plaintiff L&J Asset Holdings LLC and Defendants City of Bellevue and City of Bellevue Board of Equalization hereby stipulate that the above matter, including Plaintiff's claims and Defendants' counterclaim, are dismissed without prejudice, each party to pay its own existing costs and attorneys' fees incurred in this matter.

Dated this ____ day of June, 2023.

L&J ASSET HOLDINGS, LLC, Plaintiff,

By: /s/

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AND

CITY OF BELLEVUE AND CITY OF
BELLEVUE BOARD OF
EQUALIZATION, Defendants,

By: /s/

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Attorneys for Defendants

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16g.
6/6/2023

COUNCIL MEETING DATE: June 6, 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:

Agreement with Olsson Inc for Hwy 370 traffic study and signal timing.

SYNOPSIS/BACKGROUND:

Olsson Inc to provide professional traffic engineering services to conduct traffic studies and implement timing improvement in/along the 370 corridor in Bellevue.

FISCAL IMPACT: \$68,081.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Olsson Inc 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: 10-15-6033 ACCOUNT NUMBER:

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign into agreement with Olsson Inc to provide professional traffic engineering services.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

David Goedeken
[Signature]
[Signature]



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

May 23, 2023

City of Bellevue
Attn: Bobby Riggs
1500 Wall Street
Bellevue, NE 68005

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
N-370 Signal Timing
Bellevue, NE

Dear Mr. Riggs:

It is our understanding that City of Bellevue ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project: as more specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: June 12, 2023
Anticipated Completion Date: October 31, 2023

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s), and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed \$69,081.00

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Bobby Riggs.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of maximum 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By Shane A. King
Shane King, PE, PTOE

By Kara A. Kosiski
Kara Kosiski, PE, PTOE

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

CITY OF BELLEVUE

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments

General Provisions

Scope of Services

Fee Breakdown

Standard Labor Rate Schedule

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated May 23, 2023 between City of Bellevue ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate

schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed

Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client

understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for

any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by

Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 Except to the extent prohibited by law, the prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that party in connection with the Dispute.

6.3 Certification of Merit [omitted]

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims,

damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson 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, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable

under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual

orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials

shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be

governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet 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, except to the extent that any assignment, subletting or transfer is mandated by law or 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 Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 [omitted]

7.16 Entire Agreement/Severability

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.

General Provisions updated 06/02/2023

Scope of Services

N-370 Signal Timing

PROJECT DESCRIPTION

The overall purpose of this project is to update basic timing parameters including vehicle clearance values, prepare and implement optimized traffic signal timings, and record "Before" and "After" performance measures to quantify the changes in traffic operations resulting from the signal timing updates. The scope of services for this project includes signalized intersections along the N-370 corridor at:

- 48th Street
- 42nd Street
- 36th Street
- Golden Boulevard
- 25th Street
- US-75 SB Ramp
- US-75 NB Ramp

The following tasks are included in the scope of services for this project.

TASK 1. Project Management

a. Project Management

Project management and technical oversight of the CONSULTANT will be provided throughout the duration of the contract. This task includes necessary modifications to the project work plan and schedule based on discussion with City staff and ongoing project needs. The CONSULTANT project manager will serve as the point of contact while maintaining project schedule and budget. The CONSULTANT project manager will maintain frequent and effective communication with the City of Lincoln project manager. Monthly progress reports and invoices will be prepared to document project progress, issues encountered, corrective strategies, and planned work for the next month.

b. Quality Assurance / Quality Control (QA/QC)

Quality control will be conducted throughout the project and prior to submittal of all project deliverables. The CONSULTANT will utilize corporate quality control plans to guide the quality control process for the CONSULTANT throughout the duration of the project.

TASK 2. Project Meetings

a. Kick-Off Meeting (1)

Once notice to proceed has been received, the CONSULTANT will schedule, coordinate, and attend a kick-off meeting with City staff.

b. *Progress/Review Meeting (1)*

The CONSULTANT will participate in a virtual progress/review meeting to review and discuss preliminary signal timing plans. The CONSULTANT project manager will also coordinate the development and distribution of meeting agendas at least 48 hours prior to all progress/review meetings. The CONSULTANT will prepare and distribute meeting minutes within seven (7) days of the meeting.

TASK 3. Data Collection / Review

a. *Existing Data Review*

The CONSULTANT will review existing data provided by the City related to project intersections. This task will include the review of existing timing plans and traffic signal design / modification plans.

The CONSULTANT will also obtain and review the signal timing plans of N-370 signals immediately adjacent to the project signals to assure continued progression along a given corridor is appropriate. This will include NDOT coordination regarding timing plans implemented by that agency in May 2023.

b. *Field Inventory and Observations*

The CONSULTANT will perform field inventory activities to become familiar with intersection configurations and basic operations. Data to be verified / collected includes:

1. Intersection lane configurations
2. Posted speed limits
3. Distance between intersections
4. Distance to advance flashers
5. Grades (if estimated greater than 2%)
6. Movement restrictions
7. Push button locations
8. Left-turn path distances

Approved desktop inventories such as the County GIS website may be used in measuring distances between signalized intersections and for vehicular intersection widths and paths where field measuring is difficult or hazardous.

The City will provide a summary of existing detection functionality.

c. *Turning Movement Volumes*

CONSULTANT will coordinate the collection of turning movement volumes at the project intersections. Two locations will be collected over 120-hours (Wed-Sun), and seven intersections will be collected from 6-9am, 11am-2pm, and 3-6pm.

TASK 4. Synchro Model Updates and Intersection Improvements

a. *Base Synchro Files*

The CONSULTANT will generate Synchro files (AM, Midday, PM, and Offpeak) to reflect the existing data review and field inventory and observations conducted in Task 3. Signal timings in the Synchro files will be updated based on existing timing plans. Synchro (version 11) will be used for all Synchro-related efforts on this project.

The updated AM, Midday, and PM Synchro files will include peak hour volumes during those portions of the day. The traffic volumes for the updated Offpeak Synchro file will be derived from 24-hour counts, as available. The CONSULTANT will develop Off-peak traffic volumes based on existing count data and discussion with City staff. The CONSULTANT will provide updated Synchro files to the City. The CONSULTANT will use the updated Synchro files as the basis for developing updated traffic signal timing plans.

b. Intersection Improvements and Left-Turn Phasing Evaluation

The CONSULTANT will identify deficiencies in the observable existing signal equipment, lane assignment and configurations, roadway geometry, and signal phasing that may provide better safety and/or operational characteristics if enhancements are implemented. This will include an evaluation of left-turn phasing needs and recommendations for left-turn phasing for each left-turn movement by time of day. Intersection recommendations will be based on left-turn phasing evaluation, Synchro operations analysis, existing data review, and field inventory and observations.

TASK 5. Vehicle Clearance Intervals

a. Vehicle and Clearance Intervals

The CONSULTANT will calculate vehicle clearance intervals at each signalized intersection based on signal timing standards. Calculation of clearance intervals will use measurements of vehicle crossing distances collected in Task 3. Calculated values will be submitted to City staff for review and approval.

It is assumed that the City will remove or cover pedestrian heads and pushbuttons prior to timing plan implementation. Pedestrian clearance intervals will not be incorporated into the timing plans.

TASK 6. Signal Timing Development, Implementation and Results

a. Timing Plan Development

The CONSULTANT will develop the following coordinated timing plans for the corridor:

- AM
- Midday
- PM
- Off-peak

Coordinated timing plans will be developed to optimize traffic signal operations to improve traffic flow and reduce delay at each study intersection. Side-street and left-turn operations (delays and queues) will be reviewed to ensure that side street operations remain acceptable. Further refinements to timing plans will be made based on findings from field adjustments conducted in Task 6c.

It is expected that the begin and end times of each timing plan at study intersections will conform to those implemented at the adjacent intersections. A review of the timing plans and 24-hour volumes will be used to determine any change from these time of day begin and end times that are recommended for study intersections.

Cycle length evaluations and optimal phase split determination will be performed separately for each timing plan to reduce overall delay.

Progression will be reviewed related to optimal offset calculations.

b. Implementation

The CONSULTANT team will convert timing plans into Maxtime, check for errors, and load to usb drive to upload new timing plans directly into the controller at the cabinet. Each intersection's database will be tested in-house to ensure proper functionality.

c. Field Adjustments

CONSULTANT staff will conduct thorough field reviews after implementation of the timing plans. The areas will be driven to ensure that signals are serving all movements, sequences match the model, and no major queues/delays have developed from the implementation of each plan. Observations will be conducted during weekdays. If necessary, the CONSULTANT team will adjust the timings to address issues noted during field observations. Revised timings will be provided in Synchro files, as needed, based on changes made during the field review and adjustment task.

Each period (or as necessary), controller clocks will be re-set to establish a calibrated network.

d. Performance Evaluation

The CONSULTANT will perform "Before" and "After" analysis using actual travel-time runs and prepare a brief summary for City staff review (such as Excel tables) outlining the benefits derived from this project. The CONSULTANT will collect and evaluate detailed point-to-point travel time data using Tru-Traffic as directed by the City. At least five (5) travel time runs will be collected in each direction for designated corridors during each study period (AM, Midday, PM). Video of travel time runs will be collected as a quality control measure to review select runs for anomalies.

The "Before" and "After" studies will be performed in a two-step process, as follows:

- "Before" travel time runs will be conducted immediately prior to the implementation of new signal timings to assess existing conditions.
- "After" travel time runs will be conducted following the implementation of new signal timings and field fine tuning activities.

The CONSULTANT will compile a summary of corridor performance measures based on the output of travel time data collected with Tru-Traffic.

TASK 7. Documentation

a. Documentation

The CONSULTANT will develop a Draft and Final Project Report. The CONSULTANT will provide an overview of study intersection data collection, evaluations, updated signal timings, and performance evaluations for inclusion in the Project Report.

A draft of the Project Report will be prepared for review by City staff and other stakeholders. Based on comments received, the CONSULTANT will prepare a Final Project Report. The final report will include an executive summary for ease of review by City Management, elected officials, and other non-technical stakeholders.

All submissions and work products shall be submitted in electronic format suitable for archiving by the City. Submissions shall include but are not limited to meeting minutes, database and spreadsheet files created for this project, GIS files if used, reports, etc.

CONSULTANT will not copyright any work product and work will remain property of the City.

Staffing Plan **N-370 Signal Timing**

Project Name: N-370 Signal Timing City Proj. Number: _____
 Consultant: Olsson Consultant Proj. Number: _____
 Consultant PM: Shane King
 City PM: Bobby Riggs
 Date: May 22, 2023

#	Code	Classification	#	Code	Classification
1	PM	Project Manager	6	TECH	Technician
2	SE	Senior Engineer	7	ADMIN	Administrative Coordinator
3	AE	Associate Engineer	8		
4	AE2	Assistant Engineer	9		
5	DM	Design Manager	10		

Overhead Rate ^[1]	0.00%
Fee for Profit Rate ^[2]	0.00%
FCCM (if applicable)	0.00%
Net Multiplier:	1

BLENDED RATES TABLE

Employee Name	Job Title ^[3]	Hourly Salary Rate ^[4]	% Assigned
Project Manager			
Shane King	Technical Leader	\$211.00	100%
		Blended Rate: \$ 211.00	\$ -
Senior Engineer			
Meredith Emery	Senior Engineer	\$212.00	75%
Jeremy Stretz	Senior Engineer	\$212.00	25%
		Blended Rate: \$ 212.00	\$ -
Associate Engineer			
Andy Wicks	Associate Engineer	\$149.00	25%
John Dlediker	Associate Engineer	\$149.00	75%
		Blended Rate: \$ 149.00	\$ -
Assistant Engineer			
Pavel Karamshin	Assistant Engineer	\$126.00	100%
		Blended Rate: \$ 126.00	\$ -
Design Manager			
Matt Blessinger	Design Manager	\$175.00	100%
		Blended Rate: \$ 175.00	\$ -
Technician			
Jamal Gloe	Assistant Technician	\$84.00	100%
		Blended Rate: \$ 84.00	\$ -
Administrative Coordinator			
Heather Baksys	Administrative Coordinator	\$95.00	100%
		Blended Rate: 95.00	\$ -
##			
		Blended Rate: \$ 0.00	\$ -
##			
		Blended Rate: \$ -	\$ -
##			
		Blended Rate: \$ -	\$ -

^[1] Enter firms most recent Audited Overhead Rate.
^[2] Enter firms Fee for Profit Rate
^[3] Input actual employee classification as designated by firm.
^[4] Input employee's hourly rate as designated by firm.
 FCCM = Facilities Capital Cost of Money.

**N-370 Signal Timing
ESTIMATE OF HOURS**

Task No.	Description of Work Items / Tasks	PM	SE	AE	AE2	DM	TECH	ADMIN	\$0.00	\$0.00	\$0.00	Total Hours
1	Project Management											
1.1	Project Management	20						2				22
1.2	QA/QC		20									20
												42
2	Project Meetings											
2.1	Kick-Off Meeting	6	2	4								12
2.2	Progress Meetings	2	2	2								6
												18
3	Data Collection / Review											
3.1	Existing Data Review				8							8
3.2	Field Inventory and Observations			16								16
3.3	Turning Movement Volumes				4							4
												28
4	Synchro Model Updates / Intersection Improvements											
4.1	Base Synchro Files			16								16
4.2	Intersection Improvements and Left-turn Phasing Evaluation			16								16
												32
5	Vehicle Clearance Intervals											
5.1	Vehicle Clearance Intervals			8								8
												8
6	Signal Timing Development and Implementation											
6.1	Timing Plan Development			40								40
6.2	Implementation		32			24						56
6.3	Field Adjustments		16	40								56
6.4	Performance Evaluation				48							48
												200
7	Documentation											
7.1	Documentation	4		32			16	2				54
												54
	Total Estimate of Hours	32	72	174	60	24	16	4	0	0	0	382
	Total Labor	\$6,752	\$15,264	\$25,926	\$7,560	\$4,200	\$1,344	\$380	\$0	\$0	\$0	\$61,426
	Total Labor, OH, Profit, & FCCM	\$6,752	\$15,264	\$25,926	\$7,560	\$4,200	\$1,344	\$380	\$0	\$0	\$0	\$61,426

Project Cost Breakdown
Time and Materials: Billing Rate
N-370 Signal Timing
0

Direct Labor Costs						
Task No.	Task Description	Direct Labor	Overhead	Profit	FCCM	Total Fee
1	Project Management	\$8,650.00	\$0.00	\$0.00	\$0.00	\$8,650.00
2	Project Meetings	\$3,430.00	\$0.00	\$0.00	\$0.00	\$3,430.00
3	Data Collection / Review	\$3,896.00	\$0.00	\$0.00	\$0.00	\$3,896.00
4	Synchro Model Updates / Intersection Improve	\$4,768.00	\$0.00	\$0.00	\$0.00	\$4,768.00
5	Vehicle Clearance Intervals	\$1,192.00	\$0.00	\$0.00	\$0.00	\$1,192.00
6	Geotechnical Investigation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7	Signal Timing Development and Implementatio	\$32,344.00	\$0.00	\$0.00	\$0.00	\$32,344.00
8	Documentation	\$7,146.00	\$0.00	\$0.00	\$0.00	\$7,146.00
					Subtotal	\$61,426.00

DIRECT EXPENSES	Amount
Subconsultants:	\$5,275.00
Printing and Reproduction:	\$0.00
Unmanned Aerial Vehicle:	\$0.00
Lodging/Meals (GSA Established Rates)	\$1,070.00
Other Miscellaneous Costs:	\$1,310.00
Subtotal	\$7,655.00

TOTAL PROJECT COSTS	Amount
Direct Labor Costs	\$61,426.00
Overhead @ 0.00%	\$0.00
Profit @ 0.00%	\$0.00
Facility Capital Cost of Money (FCCM) @ 0.00%	\$0.00
Direct Expenses	\$7,655.00
Total Fee	\$69,081.00

Olsson 2023 Billing Rate Schedule

<u>Classification</u>	<u>Billing Rate</u>
Regional / Practice Leader	\$ 376.00
Office Leader / Sr Project Manager	\$ 289.00
Senior Project Manager	\$ 289.00
Client Relationship Manager / Industry Expert	\$ 289.00
Team Leader	\$ 249.00
Technical Leader	\$ 211.00
Senior Engineer	\$ 212.00
Project Engineer	\$ 175.00
Associate Engineer	\$ 149.00
Assistant Engineer	\$ 126.00
Senior Scientist	\$ 191.00
Project Scientist	\$ 147.00
Associate Scientist	\$ 123.00
Assistant Scientist	\$ 100.00
Senior Planner	\$ 193.00
Project Planner	\$ 147.00
Associate Planner	\$ 124.00
Assistant Planner	\$ 102.00
Senior Landscape Architect	\$ 191.00
Project Landscape Architect	\$ 152.00
Associate Landscape Architect	\$ 128.00
Assistant Landscape Designer	\$ 105.00
GIS Specialist	\$ 152.00
Systems Specialist	\$ 151.00
Senior Architect	\$ 198.00
Project Architect	\$ 159.00
Associate Architect	\$ 131.00
Assistant Architect	\$ 109.00
Design Manager / Technical Manager	\$ 175.00
Design Associate	\$ 140.00
Senior Technician	\$ 114.00
Associate Technician	\$ 96.00
Assistant Technician	\$ 84.00
Commissioning Technical Manager / Manager	\$ 242.00
Commissioning Agent	\$ 212.00
Commissioning Senior Technician	\$ 180.00
Commissioning Associate Technician	\$ 154.00
Commissioning Assistant Technician	\$ 128.00
Stormwater Compliance Senior Specialist / Leader	\$ 196.00
Stormwater Compliance Specialist / Sr Coordinator	\$ 151.00
Stormwater Compliance Coordinator	\$ 119.00
Stormwater Compliance Assistant	\$ 93.00

Olsson 2023 Billing Rate Schedule

<u>Classification</u>	<u>Billing Rate</u>
Project Senior Coordinator	\$ 131.00
Project Coordinator	\$ 100.00
Accounting Senior Specialist	\$ 166.00
Administrative Manager / Sr Specialist	\$ 114.00
Administrative Specialist/Sr Coordinator	\$ 107.00
Administrative Coordinator	\$ 95.00
Administrative Assistant	\$ 72.00
Public Engagement Specialist / Sr Coordinator	\$ 133.00
Public Engagement Coordinator	\$ 105.00
Public Engagement Assistant	\$ 88.00
Student Intern - Level 3	\$ 98.00
Student Intern - Level 2	\$ 84.00
Student Intern - Level 1	\$ 70.00

Note: Olsson's labor rates will increase by 5% on January 1st every year of a multi-year contract

Billing Rate Schedules for Surveying, Construction, Drilling, and Special Inspections/Materials Testing will be provided as an Appendices, as needed.

June 2nd, 2023

Administration

- Weekly legislative meeting with Lobbyist and UCSC to review bills that impact Bellevue/Sarpy.
- Weekly meetings with Sarpy County and Sarpy Cities for Wastewater Agency issues.
- Bi-monthly Agenda meeting
- Meeting with City real estate representative regarding project development.
- Legal department meeting regarding Port Authority development.
- Project development updates on several projects in the works.
- Budget meetings.
- Multiple meetings regarding legislative issues.
- Meeting with Bridge Flats developer.
- Meeting with Everlight Solar.
- Premier Sports Village negotiations.
- Google licensing agreement review.
- Attended Bellevue Chamber after hours with KPE.
- Meeting with Councilwoman Welch and project coordinator for Dept of Energy.
- Weekly meeting regarding NC3 project.
- Meeting with Fastwyre representatives.
- Meeting with Grow Sarpy – Project Orange.
- Meeting with Dr. Biskup – tenant at Longo building.
- Attended state of the County.
- Discussion with PW and Omaha on yard waste.
- BPOA meeting.
- IAFF meeting.
- Grow Sarpy update status.
- Meeting with Russ Zeeb for street dedication.
- Meeting with Habitat for Humanity.
-

Finance

(See Attached)

Public Works

- COMPREHENSIVE REVIEW OF ALL BUDGETING, INVOICING AND REVENUE REPORTING AND PROCESSES (ALL DEPARTMENTS)
- ATTENDED VARIOUS MEETINGS
- PROJECTING REVIEWING PROJECTS FOR 2024

Engineering:

- Various design projects
- Planning and P&I plan review as needed
- SWPPP monitoring for NDEQ compliance as needed
- Closeout of Galvin and Birchcrest Signal Project
- Citywide pavement replacement
- CDBG 41st and Valley View
- Citywide overlay, Cedar Island Road, Chandler Road
- Replace Sidewalks Faulkland Park

Parks:

- Working on Work Orders that are submitted
- Tree maintenance in various parks
- Summer Duties
- Pools Open May 30

Street Maintenance:

- Various ditch repairs and cleanout
- Grade, rock roads and alleys
- Summer Duties

Waste Water:

- JETTING
- REPAIRING LINES FOUND DURING JETTING AND TV SCHEDULED INSPECTIONS AS NEEDED
- LIFT STATION INSPECTIONS

Police

- 04/03 – Director’s Meeting
- 04/04 – City Council Meeting
- 04/07 – PCAN Legislative Call
 - National Policing Institute Fellows Call
- 04/10 – National Association of Women Law Enforcement Executives Conference

CITY OF BELLEVUE
ADMINISTRATION REPORT

- 04/18 – City Council Meeting (AC Jashinske)
- 04/21 – National Policing Institute Fellows Quarterly Meeting
- 04/24 – Meeting with Congressman Bacon (AC Jashinske)
- 04/25 – JTTF Executive Board Meeting (AC Jashinske)
- 04/27 – PCAN Legislative Call
- 04/28 – Bellevue Public Schools Scholarship Breakfast

Library

- About 120 persons attended the free presentation by bestselling author and Nebraska native Alex Kava at the Papillion Landing on Thursday, May 11. The presentation was sponsored by the five Sarpy County libraries (Bellevue, Gretna, La Vista, Papillion, and Springfield) and the Ralston library. After talking about her books and her writing, Kava took questions from the audience and then signed copies of books brought by the audience or purchased that night. A portion of the proceeds (just over \$300) will go to Promise4Paws Senior Dog Sanctuary in Council Bluffs, a nonprofit which Kava supports. The Sarpy and Ralston libraries will be looking for a new program on which to collaborate in the coming year.
- The Adult Library Program concluded Monday, May 15th. Activities in late April and May included four Humanities Nebraska speakers: Chris Sayre with Nebraska's Musical Smorgasbord; Preston Love Jr. on Cycles of Voter suppression; Helen Lewis on Jane Addams of Hull House; and Eileen Wirth on Women of the Nebraska Press. Other activities included yoga, a cottage food class, makerspace classes, and the Friday swaps. The final swap was May 12th at which folks could leave off houseplants or pick up new ones. About 65 persons attended. ALP Grand prizes included two Samsung Galaxy tablets donated by the Friends of the Library; a Yoga Beginners Kit; a Digital Camera Kit; and a Singer Simple Sewing Machine and accessories.
- The Bellevue Public Library Advisory Board met for a regular monthly meeting on Wednesday, May 17. Among other items, the Board heard previews of the 2023 Summer Library Programs for children and young adults; heard an update on the book club kit lending program (36 new kits have been added with half of those coming from participating club donations or the Bethel Memorial donation to the Bellevue Library Foundation); were updated on the renovation/addition project; and learned the Bellevue Library Foundation's book sale netted just over \$1,600.
- The Bellevue Library Foundation raised around \$12,000 from an event held at the Tregaron Clubhouse on April 28th. These monies will go toward the renovation/addition building project of the new library space. In addition, a private donation of \$6,700 to the Foundation completed a fundraising goal for a new aquarium for the new space. With other donations

CITY OF BELLEVUE
ADMINISTRATION REPORT

from the public, a total of \$8,300 was raised for the proposed new aquarium.

- The Kids Cruisin' Kitchen meal program will again be held at the library from May 31 to Aug. 4. Sponsored by the Omaha Salvation Army, the program provides free meals to children 18 years and younger. The KCK is at the Bellevue Library Monday through Friday from 12:15 to 1 p.m. (no meals will be served June 19 and July 4).

Fire (See Attached)

Current Fiscal Year 2022-2023 Financials

The first eight months (preliminary) show a favorable variance to budget and favorable spending versus the prior year. These continue to be encouraging results. There are significant revenues and expenditures that we expect to change by the end of the fiscal year but we expect to stay within budget. Here is the forecasted performance year-to-date and through the end of the year:

City-Wide Financial Forecast- For the Year Ending September 30, 2023 (Preliminary)

	Year-To-Date May 2023			Full Year Forecast		
	Better / (Worse)	Better / (Worse)			Better / (Worse)	
	Than	Than	FYE 2023	FYE 2023	Than	
Preliminary	Budget	Prior Year Actual	Forecast	Budget	Budget	
Revenues						
Property Taxes	20,836,169	94,747	1,774,534	33,612,969	33,612,969	0
Sales Taxes	11,466,716	(108,284)	615,270	17,362,500	17,362,500	0
Occupation/Business Taxes	1,119,744	(180,953)	(143,764)	1,668,133	1,668,133	0
Other Revenues Including	23,873,195	2,948,757	(10,524,577)	53,844,759	53,844,759	0
Bond Proceeds						
Total Revenues	<u>57,295,824</u>	<u>2,754,267</u>	<u>(8,278,537)</u>	<u>106,488,361</u>	<u>106,488,361</u>	<u>0</u>
Expenditures						
Personnel	25,538,292	2,452,598	(1,209,535)	42,492,020	42,492,020	0
Department Expenditures	14,903,257	2,975,735	(1,298,192)	26,382,094	26,382,094	0
Capital Expenditures	5,533,328	(5,533,328)	4,579,106	30,216,600	30,216,600	0
Other Expenditures Including	3,878,431	79,498	10,770,512	10,397,647	10,397,647	0
Bond Expenditures						
Total Expenditures	<u>49,853,308</u>	<u>(25,497)</u>	<u>12,841,891</u>	<u>109,488,361</u>	<u>109,488,361</u>	<u>0</u>
Net Revenues	<u>7,442,516</u>	<u>2,728,770</u>	<u>4,563,354</u>	<u>(3,000,000)</u>	<u>(3,000,000)</u>	<u>0</u>

Debt

As planned.

**City of Bellevue
Bonded Indebtedness Forecast**

	Total Debt	Total Debt to Valuation	Lease-Purchase Debt	Wastewater Bonds	GO Debt	G.O. Debt to Valuation
Beginning Bonded Indebtedness at 10-01-21	\$ 78,645,000	1.72%	\$10,295,000	\$1,925,000	\$ 66,425,000	1.45%
Principal Payments During Year	(7,950,000)		\$ (890,000)	\$ (255,000)	\$ (6,805,000)	
New Debt Issued	3,910,000		\$ 3,910,000	\$ -		
Rounding						
Ending Bonded Indebtedness at 09-30-22	74,605,000	1.50%	\$13,315,000	\$1,670,000	\$ 59,620,000	1.20%
Principal Payments During Year	(5,420,000)		\$ (1,100,000)	\$ (260,000)	\$ (4,060,000)	
New Debt To Be Issued	11,701,250		\$ -	\$5,300,000	\$ 6,401,250	
Rounding						
Ending Bonded Indebtedness at 09-30-23	\$ 80,886,250	1.63%	\$12,215,000	\$6,710,000	\$ 61,961,250	1.25%

Valuation: \$4,965,635,000

2022-2023 [current year] Budget Summary

**City of Bellevue
2022-23 Annual Budget
Fund Balance Cash Roll-Forward by Fund**

	Fund							
	Total	F10 General	F20 Wastewater	F50 Community Betterment	F55 Economic Development	F60 Community Development	F80 & F81 Police Funds	F95 Debt Service
Forecasted Fund Balance (Cash) at 09-30-23	\$ 46,076,996.37	\$31,878,427	\$ 6,007,306	\$ 3,555,972	\$ 595,939	\$ 196,164	\$ 118,706	\$ 3,724,482
Budgeted Revenues	\$ 106,488,361.04	79,158,355	16,765,873	1,181,790	750,120	1,046,617	53,000	7,532,606
Budgeted Expenditures	\$ 109,488,361.04	82,158,355	16,765,873	1,181,790	750,120	1,046,617	53,000	7,532,606
Budgeted Net increase / (decrease)	\$ (3,000,000.00)	(3,000,000)	-	-	-	-	-	-
Budgeted Fund Balance (Cash) at 09-30-23	\$ 43,076,996.37	\$28,878,427	\$ 6,007,306	\$ 3,555,972	\$ 595,939	\$ 196,164	\$ 118,706	\$ 3,724,482

Other

FYE2024 Budget

The budget process for the fiscal year beginning October 1, 2023 and ending September 30, 2024 began with a meeting of the Budget Task Force. A preliminary draft has been compiled and indicates that the city will use some cash reserves that have been accumulated from favorable results in prior years. Capital improvements, primarily public works projects, will be challenging. There are several projects that are vital to keep Bellevue’s offerings as a place to live, work and play first class. Serious prioritization and determination of fiscally responsible funding mechanisms still need to be accomplished.

FYE2022 Audit

The Financial Report for the fiscal year October 1, 2021 through September 30, 2022 was audited and will be available on the city’s web site [City of Bellevue Nebraska > Departments > Finance > Documents | Forms | Reports](#) in the Audited Financial Statements folder.



City of Bellevue

Fire Department

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Bellevue Fire Department Council Report

Report Date 5/30/2023

A. General Items:

- QA/QI
- City lifeguard CPR training
- Preparing for Bellevue Rocks
- Preparing for street name dedication June 8th
- Working on budget and CIP information for 2023-2024
- Completed all school fire drills and on-site evaluations.
- New EMS guidelines being distributed.
- Battalion Chiefs written test complete assessment center week of June 5th.

B. Training:

- Pedi cardiac arrest lecture
- Run reviews with Dr. Ernest and Dr Lord
- Manikin intubations

C. Inspections:

- Fire sprinkler remodel plan review OPPD 8906 S. 36th St.
- Fire alarm test and final building inspection Belcan 3200 Samson Way # 101.
- Plan review remodel Tulip Daycare 10135 S. 25th St.
- Plan review Red Line Auto 903 Alberta Ave.
- Plan review remodel Knights of Columbus 1020 Lincoln Rd.
- Fire alarm plan review Wolf Creek Apts 11006 S. 15th St.
- Plan review life safety updates Fort Crook Elementary School 12501 S.25th St.
- Final remodel inspection Cake Expressions 3503 Samson Way # 100.
- Final remodel inspection and liquor licenses inspection Moran's Grill 3909 Twin Creek Dr # 105-107.



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- Revised plan review Walmart 10504 S.15th St.
- Plan review Asha's House 8680 S. 25th St.
- Plan review remodel Bellevue Public Library 2206 Longo Dr.
- Plan review Day Care 2516 Chandler Rd. E.
- Suppression hood acceptance test Wild Chicken Grill 3604 Twin Creek Dr # 104.
- Final building inspection 2361 Betty Court Deer Creek Apts.
- Plan review Bellevue University Field House 1000 Galvin Rd. S.

D. Calls: April 23rd through May 29th

Fire – 132

Rescue - 483

E. Ambulance Billing

April 1-30, 2023

\$ 323,641.10 was billed to insurance companies (367 insurance claims)
<\$ 145,638.50> approximate amount we will have to write off due to mandatory
adjustments/write-offs
(45% of \$323,641.10)

=====

\$ 178,002.60 is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:

\$143,202.93 deposited into the bank April 1-30, 2023

11,356.62 additional revenue in Credit/Debit card payments were received April 1-30, 2023.

\$154,559.55 TOTAL April 1-30, 2023 rescue fee revenue

Statement Billing:

517 statements were mailed to patients for unpaid account balances

These statements totaled \$ 324,951.22

This is money owed the City from patients who have balances on their accounts after their insurance has paid **OR** patients who are self-pay.



City of Bellevue

Fire Department

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F. Manpower Report Staffing

Staffing Report from 4/24/2023 through 4/30/2023

Monday	AM	E1, T21, T31	3 Person	
Monday	PM	E1, T21, T31	3 Person	
Tuesday	AM	E1, T31 3 Person, T21 Closed		No Batt. 2
Tuesday	PM	E1, T21, T31	3 Person	No Batt. 2
Wednesday	AM	E1, T21, T31 & E41	3 Person	
Wednesday	PM	E1	3 Person	
Thursday	AM	E1, T21, E41 3 Person, T31 Closed		
Thursday	PM	E41	3 Person	
Friday	AM	E1, T21, T31 & E41	3 Person	
Friday	PM	E1, T21, T31 & E41	3 Person	
Saturday	AM	E1, T21, T31 & E41	3 Person	No Batt. 2
Saturday	PM	E1, T21, T31 & E41	3 Person	No Batt. 2
Sunday	AM	E1, T21, T31 & E41	3 Person	No Batt. 2
Sunday	PM	E1, T21, T31 & E41	3 Person	

Staffing Report from 5/1/2023 through 5/7/2023

Monday	AM	E1, T21, T31 & E41	3 Person	No Batt. 2
Monday	PM	E1	3 Person	
Tuesday	AM	E1, E41	3 Person	
Tuesday	PM	T31	3 Person	
Wednesday	AM	E1, T21, T31 3 Person, E41 Closed		
Wednesday	PM	E1, T21 & E41	3 Person	No Batt. 2
Thursday	AM	E1, T21, T31 & E41	3 Person	No Batt. 2
Thursday	PM	E1, T31 & E41	3 Person	No Batt. 2
Friday	AM	T31, E41 3 Person, E1 Closed		
Friday	PM	T21, T31 3 Person, E1 Closed		
Saturday	AM	E1, T21, T31 & E41	3 Person	No Batt. 2
Saturday	PM	E1, T21, T31 & E41	3 Person	No Batt. 2
Sunday	AM	E1, T31, E41 3 Person, T21 Closed		No Batt. 2
Sunday	PM	E1, T31, E41 3 Person, T21 Closed		No Batt. 2



City of Bellevue

Fire Department

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Staffing Report from 5/8/2023 through /14/2023

Monday	AM	E1, T21, T31 & E41	3 Person	
Monday	PM	E1, T31 & E41	3 Person	
Tuesday	AM	E1, T21, T31	3 Person	No Batt. 2
Tuesday	PM	E1, T21	3 Person	No Batt. 2
Wednesday	AM	T31 & E41	3 Person	
Wednesday	PM	E1, T21, T31 & E41	3 Person	
Thursday	AM	E1, T31 & E41	3 Person	No Batt. 2
Thursday	PM	Full		
Friday	AM	E1, T21, T31 & E41	3 Person	No Batt. 2
Friday	PM	E1, T21, T31 & E41	3 Person	No Batt. 2
Saturday	AM	E1, T31 3 Person, E41 Closed		
Saturday	PM	E1, T31 3 Person, E41 Closed		
Sunday	AM	T31, E41 3 Person, E1 Closed		
Sunday	PM	E1, T21, T31 & E41	3 Person	

Staffing Report from 5/15/2023 through 5/21/2023

Monday	AM	E1, T31 & E41	3 Person	
Monday	PM	T31 & E41	3 Person	
Tuesday	AM	E1, T21, T31 & E41	3 Person	
Tuesday	PM	E1, E41	3 Person	
Wednesday	AM	E1, T21, T31	3 Person	
Wednesday	PM	E1, T21	3 Person	
Thursday	AM	E1, T21, T31 & E41	3 Person	
Thursday	PM	T21, E41	3 Person	
Friday	AM	E1, T21	3 Person	
Friday	PM	E1, T21, & E41	3 Person	
Saturday	AM	E1, T31, E41 3 Person, T21 Closed		No Batt. 2
Saturday	PM	E1, T31, E41 3 Person, T21 Closed		
Sunday	AM	E1, E41 3 Person, T31 Closed		
Sunday	PM	E1, T21, T31 & E41	3 Person	No Batt. 2



City of Bellevue

Fire Department

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Staffing Report from 5/22/2023 through 5/28/2023

Monday	AM	T21 3 Person, E41 Closed	No Batt. 2
Monday	PM	E1, T21, T31 & E41 3 Person	No Batt. 2
Tuesday	AM	E1, T21, T31 & E41 3 Person	
Tuesday	PM	T21 3 Person	
Wednesday	AM	E1, T21, T31 & E41 3 Person	
Wednesday	PM	E1, T21, T31 3 Person	
Thursday	AM	E1, T21, T31 & E41 3 Person	No Batt. 2
Thursday	PM	E1, E41 3 Person	No Batt. 2
Friday	AM	E1, T21, & E41 3 Person	
Friday	PM	E1, T21, T31 & E41 3 Person	No Batt. 2
Saturday	AM	E1 3 Person, T31 Closed	No Batt. 2
Saturday	PM	E1 3 Person, T31 Closed	No Batt. 2
Sunday	AM	E1, T21, T31 3 Person, E41 Closed	No Batt. 2
Sunday	PM	E1 3 Person, E41 Closed	No Batt. 2