

Bellevue City Council Meeting

Tuesday, August 15, 2023 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Andrew Diorio, Midlands Bible Baptist Church, 2407 Chandler Road East.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted on the rear wall of 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 August 1, 2023 City Council Minutes.
6. (*) APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS:
 - a. (*) Recommend the appointment of Scott Hankins-Alternate (Planning) to the Design Review Board for a 3-year term, ending August 2026. (Mayor Hike)
9. APPROVED CITIZEN COMMUNICATION: NONE RECEIVED
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd reading): NONE
12. ORDINANCES FOR PUBLIC HEARING (2nd reading): NONE
13. ORDINANCES FOR INTRODUCTION (1st reading):
 - a. Ordinance No. 4127: An ordinance to adopt the Annual Appropriations Bill (Budget Task Force/Finance Director)
 - b. Ordinance No. 4128: Request to rezone Lot 1, Gregg Road Subdivision, being a platting of Tax Lots 2A and 3B, located in the Northwest ¼ of Section 27, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to RG-20-PS for the purpose of multi-family residential development. Applicant: Gregg & 75, LLC. General location: 1920 Gregg Rd. (Planning Director)
 - c. Ordinance No. 4129: Request to rezone Lots 1 through 6, and Outlots A through F, Cardinal Commons Addition, being a replat of Lots 7 and 8, Old Orchard Place, from AG to RG-28-PS for the purpose of senior housing. Applicant: Excel Development Group. General location: S. 13th St. and Kasper St. (Planning Director)
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE
15. RESOLUTIONS:
 - a. Resolution No. 2023-23: A bond reimbursement resolution for FYE2024 CIP to preserve the City's flexibility in financing of capital improvements and authorize the Mayor to sign. (Finance Director)
 - b. Resolution No. 2023-25: A bond reimbursement resolution to preserve the City's flexibility in financing the Water Main Extension and authorize the Mayor to sign. (Finance Director)
 - c. Resolution No. 2023-26: A resolution approving and authorizing the Mayor to sign the Municipal Annual Certification of Program Compliance for 2023. (City Clerk)
 - d. Resolution No. 2023-27: Adopting and approving the Revised Growth Management Plan's Policies & Procedures for Sarpy County and Cities Wastewater Agency and authorizing the Mayor to sign. (Public Works Director)

16. CURRENT BUSINESS:

- a. * Request approval of the list of applications for hunting waivers, as reviewed and approved by Capt. Kurt Stroehler or Sgt. Don Pleiss. (City Clerk)
- b. * Request to small subdivision plat Lots 1 and 2, Vacanti Replat, being a replant of Lot 2, Otto's Replat. Applicant: Puglisi House, LLC. General Location: South 31st Street and Golden Boulevard. (Planning Director)
- c. * Approve and authorize the Mayor to sign the Nebraska Transportation Assistance Program Agreement with the Nebraska Department of Transportation (NDOT) for operational expenses of the Specialized Transportation Service. (Human Resource)
- d. Approve and authorize the Mayor to sign Proposal #1 from Christensen Excavating for the demolition of the structures, water & sewer disconnects, inspection & removal of all asbestos, remove all debris and to leave lot graded, seeded and in safe condition - 12510 S 9th Street. (Chief Building Inspector)
- e. Approve and authorize the Mayor to sign Proposal #1 from Christensen Excavating for the demolition of the structures, water & sewer disconnects, inspection & removal of all asbestos, remove all debris and to leave the lot graded, seeded and in safe condition at 8418 S. 36th Street, in an amount not to exceed \$13,150.00. (Chief Building Inspector)
- f. Approve and authorize the Mayor to sign Proposal #1 from Christensen Excavating for the demolition of the structures, water & sewer disconnects, inspection & removal of all asbestos, remove all debris and to leave the lot graded, seeded and in safe condition at 2611 Margo Street, in an amount not to exceed \$13,150.00. (Chief Building Inspector)
- g. Approve and authorize the Mayor to sign the Sarpy County Election Commission Usage Contract Agreement to use the Bellevue Public Library as a polling place for the Primary Election (May 14, 2024) and General Election (November 5, 2024). (Library Director)
- h. Approve and authorize the Mayor to sign the Community Development Block Grant (CDBG) Subrecipient Agreement with the Bellevue Volunteer Fire Department Inc. for the facility upgrade (Phase II), in an amount not to exceed \$40,069.00. (Finance Director, CDBG Program Specialist)
- i. Approve and authorize the Mayor to sign the Letter of Agreement with Olsson, Inc. dba "Olsson" for Professional Services to complete the Comprehensive Plan Update and Long Range Transportation Plan, in an amount not to exceed \$250,000.00. (Planning Director)
- j. Approve and authorize the Mayor to sign a Renewal Contract with Zoll Data Systems for rescue fee billing software, in an amount not to exceed \$59,572.80 for a 3-year contract. (Fire Chief)
- k. Approve the Acquisitions, Permanent and Temporary Easements for the 36th Street Improvement Project, in an amount not to exceed \$36,590.00. (Public Works Director)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(August report will be attached to September 5th Council Packet)**

18. CLOSED SESSION:

19. ADJOURNMENT

MINUTE RECORD

*5b1.
8/15/2023

Bellevue City Council Meeting, August 1, 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 1st day of August 2023 at 6:00 p.m. Present were Council Members Rich Casey, Paul Cook, Jerry McCaw, Don Preister, Thomas Burns; and Kathy Welch.

Also present were City Administrator Jim Ristow and City Attorney Aimee Bataillon.

Notice of this meeting was given in advance thereof by publication in the Sarpy County Times and posted in two public places, the designated method for giving notice and was also given to the Mayor and all members of the City Council. A copy of the affidavit of publication, the certificate of posting, and the council's acknowledgment of receipt of notice are hereby attached to these minutes.

All proceedings shown hereafter were taken while the convened meeting was open to the public.

PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Hike led the Pledge of Allegiance. Pastor Gary Fuller, Avery Presbyterian Church, 1910 Avery Road East provided 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 Burns, seconded by Preister, to approve the agenda.

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

APPROVAL OF THE CONSENT AGENDA:

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

Consent agenda included the following items: Approval of the July 18, 2023 City Council Minutes; Approval of the Claims; and Appointment of Lynn Trimpey to the Civil Service Commission to serve the remaining term of Keith Clark, ending May 2027.

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

SPECIAL PRESENTATIONS: NONE

ORGANIZATIONAL MATTERS: ITEM APPROVED UNDER CONSENT

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES: NONE

ORDINANCES FOR ADOPTION: (Third Reading):

Ordinance No. 4126: Request to rezone Lots 1 and 2, Vacanti Replat, being a replat of Lot 2, Otto's Replat, from BG to BG and RS-72, for the purpose of commercial and single-family residential development. Applicant: Puglisi House, LLC (Pat and Janelle Vacanti). General Location: South 31st Street and Golden Boulevard. (Planning Manager)

Ordinance No. 4126: An ordinance to amend the Official Zoning Map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 3619 by changing the zone classification of land located at or about South 31st Street and Golden Boulevard, more particularly described in Section 1 of the ordinance and to provide for an effective date was read for the third and final time.

Motion was made by Casey, seconded by Welch, to approve Ordinance No. 4126. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns; and Welch voted yes; voting no: none; absent: none. Motion carried.

ORDINANCES FOR PUBLIC HEARING: (Second Reading) NONE

ORDINANCES FOR INTRODUCTION (First Reading): NONE

MINUTE RECORD

Bellevue City Council Meeting, August 1, 2023, Page 2

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

Approve the Event Application for Bellevue Chamber of Commerce to hold the Veteran's Day Parade on Saturday, November 11, 2023 from 7:00 a.m. to 12:00 p.m. (parade at 10:00 a.m.) and to waive the \$50.00 event license fee. (City Clerk)

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

With no one in the audience coming forward to speak in support or opposition, Mayor Hike declared the public hearing closed.

Motion was made by Welch, seconded by McCaw, to approve the Event Application for Bellevue Chamber of Commerce to hold the Veteran's Day Parade on Saturday, November 11, 2023 from 7:00 a.m. to 12:00 p.m. (parade at 10:00 a.m.) and to waive the \$50.00 event license fee. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns and Welch voted yes; voting no: none; absent: none. Motion carried.

RESOLUTIONS: NONE

CURRENT BUSINESS:

Approve and authorize the Mayor to sign an Extension of the Motorcycle Lease Agreement with the Police Department through August 31, 2025, in an amount not to exceed \$40,320.00 (2-years). (Police Chief)

Motion was Welch, seconded by Cook, to approve and authorize the Mayor to sign an Extension of the Motorcycle Lease Agreement with the Police Department through August 31, 2025, in an amount not to exceed \$40,320.00 (2-years). Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns; and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve the purchase of a Ford F150 Crew Cab for Code Enforcement, in an amount not to exceed \$41,484.00. (City Administrator)

Motion was Welch, seconded by Casey, to approve the purchase of a Ford F150 Crew Cab for Code Enforcement, in an amount not to exceed \$41,484.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns; and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the agreement with HGM Associates, Inc. for the 2023 Bi-Annual Bridge Inspections, in an amount not to exceed \$37,650.00. (Public Works Director)

Motion was Casey, seconded by Preister, to approve and authorize the Mayor to sign the agreement with HGM Associates, Inc. for the 2023 Bi-Annual Bridge Inspections, in an amount not to exceed \$37,650.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns; and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve recommendation from LB840 Economic Development Fund Program Director to loan Switchback Entertainment, LLC funds for acquisition of machinery, in an amount not to exceed \$500,000.00. (City Administrator/LB840 Committee)

Motion was Welch, seconded by Casey, to approve recommendation from LB840 Economic Development Fund Program Director to loan Switchback Entertainment, LLC funds for acquisition of machinery, in an amount not to exceed \$500,000.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns; and Welch voted yes; voting no: none; absent: none. Motion carried.

ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports (July report attached).

CLOSED SESSION:

ADJOURNMENT

There being no further business to come before the Council at this time, on motion by Welch, seconded by McCaw, the meeting was adjourned at 6:11 p.m. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

MINUTE RECORD

Bellevue City Council Meeting, August 1, 2023, Page 3

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on August 1, 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.
8/15/2023

CLAIMS FOR AUGUST 15, 2023

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MAYOR

AT&T MOBILITY	2023/06/21-07/22 MONTHLY SERVICE	46.27
CENTURY LINK	2023/07/22-08/21 MONTHLY SERVICE	12.95
EVENTRBRITE 2023GOVERNOR'S AG	2023 GOVERNOR'S AG & ECON SUMMIT-HIKE	140.00
FLYOVER FINTECH	FLYOVER FINTECH CONF-HIKE	75.00
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		\$ 274.22

CITY ADMINISTRATOR

AMAZON.COM, LLC	TABLE CLOTH	60.22
AT&T MOBILITY	2023/06/21-07/22 MONTHLY SERVICE	92.54
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/06/20-07/19	82.76
CENTURY LINK	2023/07/22-08/21 MONTHLY SERVICE	25.05
OMAHA PUBLIC POWER DISTRICT	2023/06/12-07/23 MONTHLY SERVICE	500.56
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - JULY 2023	266.71
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		\$ 1,027.84

LEGAL

AT&T MOBILITY	2023/06/21-07/22 MONTHLY SERVICE	92.54
CENTURY LINK	2023/07/22-08/21 MONTHLY SERVICE	25.47
DROP BOX	CASE MANAGEMENT	19.99
NEBRASKA.GOV	CASE MANAGEMENT	9.00
OMAHA PUBLIC POWER DISTRICT	2023/06/12-07/23 MONTHLY SERVICE	88.33
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		\$ 235.33

CABLE ADVISORY

AT&T MOBILITY	2023/06/21-07/22 MONTHLY SERVICE	46.27
CENTURY LINK	2023/07/22-08/21 MONTHLY SERVICE	8.63
COX BUSINESS SERVICES	2023/07/19-08/18 MONTHLY SERVICE	9.04
OMAHA PUBLIC POWER DISTRICT	2023/06/12-07/23 MONTHLY SERVICE	441.67
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		\$ 505.61

CITY CLERK

CNA SURETY DIRECT BILL	NOTARY BOND-HARBIN	40.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/06/01-07/20	74.26
CENTURY LINK	2023/07/22-08/21 MONTHLY SERVICE	12.95
OMAHA PUBLIC POWER DISTRICT	2023/06/12-07/23 MONTHLY SERVICE	765.56
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		\$ 892.77

FINANCE/RISK MANAGEMENT

ABILA	RENEW MIP SOFTWARE 2023/09/01-2024/08/31	10,586.71
AICPA	AICPA MEMBERSHIP THRU 2024/7/31	340.00
AMAZON.COM, LLC	FIRST AID SUPPLIES, OFFICE SUPPLIES	367.11
AT&T MOBILITY	2023/06/21-07/22 MONTHLY SERVICE	92.54
BELLEVUE OPTICAL	SAFETY GLASSES-MEYERS	93.00
BELLEVUE PRINTING COMPANY	WINDOW ENVELOPES	531.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/06/20-07/19	130.54
CENTURY LINK	2023/07/22-08/21 MONTHLY SERVICE	62.73
INDOFF, INC	OFFICE SUPPLIES	64.20
INFOSAFE SHREDDING	SHREDDING SERVICE	60.00
OMAHA PUBLIC POWER DISTRICT	2023/06/12-07/23 MONTHLY SERVICE	647.78
PARK & GO CITY OF LINCOLN	PARKING FOR CONFERENCE	15.00
QUADIENT	POSTAGE REFILL	2,000.00
RED WING BUSINESS ADVANTAGE	SAFETY SHOES-FISCHER	200.00
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		\$ 15,190.61

MINUTE RECORD

CLAIMS FOR AUGUST 15, 2023

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LIBRARY

AMAZON.COM, LLC	AIR PLANTS, BOOKS, VIDEOS, STORAGE BOXES, PROGRAM SUPPLIES	3,671.26
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	382.20
CENTURY LINK	2023/07/22-08/21 MONTHLY SERVICE	43.16
DOUGLAS COUNTY EXTENSION	CHILDRENS PROGRAM SUPPLIES	80.00
FAMILY FARE	REFRESHMENTS FOR LIBRARY GROUNDBREAKING	73.11
INDOFF, INC	OFFICE SUPPLIES	291.55
INGRAM LIBRARY SERVICES	BOOKS	2,225.10
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	19.00
OMAHA PUBLIC POWER DISTRICT	2023/06/12-07/11 MONTHLY SERVICE	1,955.88
PETTY CASH - LIBRARY	REIMB PETTY CASH FOR VARIOUS EXPENSES	83.27
RUFF WATERS	AQUARIUM MANAGEMENT	75.00
TEQUIPMENT	AIR FILTER-MAKERSPACE	414.21
VERIZON WIRELESS	2023/07/17-08/16 MONTHLY SERVICE	400.10
WALMART SUPERSTORE	CHILDRENS PROGRAM SUPPLIES	44.08
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		\$ 9,757.92

ADMINISTRATIVE SERVICES/PERSONNEL

AMAZON.COM, LLC	OFFICE SUPPLIES	4.97
AT&T MOBILITY	2023/06/21-07/22 MONTHLY SERVICE	138.81
BENEFIT PLANS	BASE FEE, PARTICIPANTS FEE QTR END 2023/06/30	1,070.00
CENTURY LINK	2023/07/22-08/21 MONTHLY SERVICE	60.31
HUMAN RESOURCE ASSOC OF THE	2023 JULY CHAPTER PROGRAM	40.00
MATRIX BUSINESS SYSTEMS INC	MAINTENANCE SERVICE 2023/07/01-09/30	60.00
OMAHA PUBLIC POWER DISTRICT	2023/06/12-07/23 MONTHLY SERVICE	500.56
ONE SOURCE	BACKGROUND CHECKS	326.50
TRALIAN OPERATING, LLC	IMPLEMENTATION FEES	195.00
UPS	PAYROLL MAILING	50.10
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - JULY 2023	2,972.35
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		\$ 5,418.60

CODE ENFORCEMENT

AMAZON.COM, LLC	FLASHLIGHTS, SAFETY CONES	211.11
ANDERSON FORD	2023 FORD F150 TRUCK 1FTFW1E58PKE89412	41,484.00
AT&T MOBILITY	2023/06/21-07/22 MONTHLY SERVICE	431.55
CENTURY LINK	2023/07/22-08/21 MONTHLY SERVICE	25.37
NAA MILFORD	ABORIST SCHOOL REGISTRATION-M HATCHER	350.00
OMAHA PUBLIC POWER DISTRICT	2023/06/12-07/23 MONTHLY SERVICE	144.92
PAPILLION SANITATION	CODE DUMPSTER	427.75
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - JULY 2023	783.22
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		\$ 43,857.92

PUBLIC WORKS

US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - JULY 2023	130.33
AT&T MOBILITY	2023/06/21-07/22 MONTHLY SERVICE	345.24
CARASOFT TECHNOLOGY CORPORATION	RENEW SUPPORT SUBSCRIPTION 2023/09/001-2024/08/31	8,875.66
CENTURY LINK	2023/07/22-08/21 MONTHLY SERVICE	51.79
CITY OF BELLEVUE	USPS CERT MAIL VIOLATIONS-GARDNER	16.26
JEO CONSULTING GROUP, INC	BPW-230510 PCSMP REVIEW THRU 2023/07/21	4,645.00
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	72.87
NEBRASKA IOWA SUPPLY COMPANY,	DIESEL FUEL	4,710.16
OMAHA PUBLIC POWER DISTRICT	2023/06/12-07/23 MONTHLY SERVICE	243.36
TRAVELERS	LIABILITY CLAIMS LEGAL DEFENSE	1,903.00
ULINE	DOORKNOB BAGS	163.18
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		\$ 21,156.85

MINUTE RECORD

CLAIMS FOR AUGUST 15, 2023

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PARKS

ALEXANDER LAWN & LANDSCAPE, INC	MOWING	2,132.80
A-RELIEF SERVICES	PORTABLE RESTROOMS-CITY PARKS	1,217.26
AT&T MOBILITY	2023/06/21-07/22 MONTHLY SERVICE	86.31
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/06/18-07/17	12.79
CENTURY LINK	2023/07/22-08/21 MONTHLY SERVICE	38.84
HUGHES TREE SERVICE	REMOVE TREE-BLACKHAWK, BETZ/EVERETT PARK	9,450.00
MAGNAMATIC	MOWER BLADE SHARPENER	1,046.53
MENARDS	DIGITAL INFLATE, HOSE, CLAMP, VALVE, TAPE	119.30
METROPOLITAN UTILITIES DIST	2023/06/13-7/12 MONTHLY SERVICE	1,738.40
OMAHA PUBLIC POWER DISTRICT	2023/06/01-06/29 MONTHLY SERVICE	6,530.96
PRECISE MRM LLC	FLAT DATA PLAN	312.00
SITEONE LANDSCAPE SUPPLY	HERBICIDE	12,752.50
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - JULY 2023	5,826.48
WESTLAKE ACE HARDWARE	BARRICADE/CAUTION TAPE, HOSE, MULCH	83.93
		\$ 41,348.10

RECREATION

AMAZON.COM, LLC	OFFICE SUPPLIES	29.96
AT&T MOBILITY	2023/06/21-07/22 MONTHLY SERVICE	92.54
BAKERS BELLEVUE	CONCESSIONS, WATER, FIRST AID SUPPLIES	343.03
CENTURY LINK	2023/07/22-08/21 MONTHLY SERVICE	54.52
DICK'S CLOTHING AND SPORTING	BASEBALL EQUIPMENT	667.04
DOLLAR GENERAL	STACK & CARRY	14.98
J & J SMALL ENGINE SERVICE	HANDHELD BLOWER	200.00
JAMIE STOULIL	REFUND POOL PARTY DEPOSIT	130.00
MENARDS	RETRO MICROWAVE, GLOVES	79.98
OMAHA PUBLIC POWER DISTRICT	2023/06/21-07/20 MONTHLY SERVICE	289.89
PRIMA DISTRIBUTION	CONCESSIONS	112.03
SAM'S CLUB DIRECT	CONCESSIONS	1,366.00
TOMMY'S EXPRESS - PAPILLION	VEHICLE MAINTENANCE	21.50
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - JULY 2023	939.49
WESTLAKE ACE HARDWARE	GLOVES, MULCH, TRASH CAN	70.95
		\$ 4,411.91

FACILITY MAINTENANCE

AMAZON.COM, LLC	BALLASTS, POOL SAFETY GATE LATCHES	235.50
AQUA-CHEM	CHEMICALS FOR POOL	507.20
AT&T MOBILITY	2023/06/21-07/22 MONTHLY SERVICE	138.81
CENTURY LINK	2023/07/22-08/21 MONTHLY SERVICE	4.32
ECHO GROUP, INC	LED DRIVER	224.54
ECHO GROUP, INC	LIGHTS-LAKEWOOD TENNIS COURT	76.96
FERGUSON #227	GASKETS, TANK TO BOWL, SEAT, GASKETS, FLEX TUBE	19.94
FERGUSON ENTERPRISES LLC #228	BOWL, SEAT, REPAIR KIT	412.62
FIRE PROTECTION SERVICES, LLC	TAGGED EXTINGUISHERSREVIEW FIRE PANEL	297.00
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	140.18
MENARDS	BATTERIES, BALLASS, CLEANING SUPPLIES, HOSES, DOWNLIGHTS, PUTTY, RATCHET, HINGES	935.70
MENARDS- COUNCIL BLUFFS	LIGHT BULBS	67.84
NEBRASKA FLOODPLAIN & STORMWATER MGR ASSN	2023 ANNUAL CONF NE FSMA	160.00
OMAHA PUBLIC POWER DISTRICT	2023/06/12-07/11 MONTHLY SERVICE	1,768.59
OVERHEAD DOOR CO OF OMAHA	REPLACE CABLES-SW SHOP	249.00
SOUTHERN CARLSON, INC	IMPACT DRIVER, BITS	192.02
THE HOME DEPOT PRO	JANITORIAL SUPPLIES	776.63
TK ELEVATOR CORPORATION	ELEVATOR MAINTENANCE 2023/08/01-08/31	529.98
TRICO MECHANICAL SERVICES	REPLACE COMPRESSOR-SR CENTER, AC SERVICE	3,975.78
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - JULY 2023	729.45
WESTLAKE ACE HARDWARE	BATTERIES, TRIMMER LINE, MORTAR, SEAL, SCRUBBER	217.68
ZORO TOOLS INC	SEALANT TUBES	66.76
		\$ 11,726.50

MINUTE RECORD

CLAIMS FOR AUGUST 15, 2023

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CEMETERY

AT&T MOBILITY	2023/06/21-07/22 MONTHLY SERVICE	46.27
CENTURY LINK	2023/07/22-08/21 MONTHLY SERVICE	4.32
COLDSPRING GRANITE COMPANY	CEMETERY COLUMBARIUM	49,789.00
OMAHA PUBLIC POWER DISTRICT	2023/06/21-07/20 MONTHLY SERVICE	132.79
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - JULY 2023	1,751.39
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		\$ 51,723.77

STREETS

AMERICAN CONCRETE PRODUCTS CO	CONCRETE INLET TOPS	24,000.00
AT&T MOBILITY	2023/06/21-07/22 MONTHLY SERVICE	231.35
CARROLL CONSTRUCTION SUPPLY	RESIN FLOAT, GROOVER ATT	107.00
CENTURY LINK	2023/07/22-08/21 MONTHLY SERVICE	38.84
CITY OF BELLEVUE	SARPY CTY REG OF DEEDS-FILING FEES	174.00
CONCRETE SUPPLY, INC	CONCRETE	2,466.00
CROW LAWN CARE LLC	ROW MOWING-CYCLE 3 AND 4	20,313.56
DAVE EARNEST	REIMB CDL LICENSE FEE	64.00
GARY L SCHNEEKLOTH	EASEMENT PAYMENT-36TH ST	91,470.00
HGM ASSOCIATES INC	BPW-211224 BRIDGE APPROACH HARLAN	1,663.20
	2022/07/19-2023/07/15	
JACOBS ENGINEERING GROUP, INC	BPW-230306 STORM DRAINAGE IMPROVEMENT	21,904.42
	2023/05/27-06/30	
JARED WIESE	EASEMENT PAYMENT-36TH ST	200.00
JMN CONSTRUCTION, LLC	BPW-221019 PEDESTRIAN BRIDGE DEMOLITION	105,685.65
LOGAN CONTRACTORS SUPPLY	CAUTION TAPE	276.48
MARTIN ASPHALT	BULK OIL	596.00
MARY LYNNE HELWIG	EASEMENT PAYMENT-36TH ST	123,020.00
MENARDS	SPRAY PAINT, PRIMER, LUMBER, SCREWS	337.12
METROPOLITAN COMMUNITY COLLEGE	TUITION-J GUERRERO	2,128.00
MIDWEST RIGHT OF WAY SERVICES, INC	BPW-191118 ACQUISITION SERVICES 36TH ST	23,535.68
OMAHA PUBLIC POWER DISTRICT	2023/06/01-06/29 MONTHLY SERVICE	14,076.78
OMNI ENGINEERING	ASPHALT	12,366.15
PRECISE MRM LLC	FLAT DATA PLAN	1,800.00
READY MIXED CONCRETE COMPANY	CONCRETE	44,846.53
RYNE FISCHER	REIMB LEARNER'S PERMIT	16.25
STRAIGHT-LINE STRIPING, INC	TRAFFIC PAINT	58,390.00
THIELE GEOTECH	BPW-221019 PEDESTRIAN BRIDGE DEMO	612.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - JULY 2023	3,388.88
		<hr/>
		\$ 553,707.89

FLEET MAINTENANCE

911 CUSTOM, LLC	LIGHTS, EXPANSION MODULE	812.40
AA WHEEL & TRUCK SUPPLY, INC	TOP WIND JACK	98.77
AGRIVISION EQUIPMENT GROUP	O-RING, BACKUP RI, HYDRAULIC, STARTER GRIP	300.83
ALLIED OIL & SUPPLY COMPANY	ANTI FREEZE, TRANSMISSION FLUID	2,406.21
AMAZON.COM, LLC	BATTERY, WIRE, TESTER TOOL, CRIMPING TOOL, SWITCHES, PARTS	728.11
AT&T MOBILITY	2023/06/21-07/22 MONTHLY SERVICE	46.27
AUTO VALUE PARTS - SOUTH OMAHA	FILTERS, SPARK PLUGS, POWER BRAKE BOOSTER, SEALS, WINDSHIELD ADHESIVE, PARTS	678.12
AUTOMOTIVE WAREHOUSE DIST, INC	FORNEY PARTS	396.48
BAUER BUILT TIRE & SERVICE	TIRES FOR ST22	1,756.38
BAXTER FORD	CLAMPS, FILTERS, GASKETS, HOSE NUTS, RING, HOSES, INSULATORS, RESERVOIR, SEPARATOR, SPROCKET, PIPES, SHIELD	4,097.43
BEARDMORE CHEVROLET	PIPER, SHIELD	116.67
BOBCAT OF OMAHA	BOOT, LATCH, COUPLERS, SEALS, BOOTS, HINGES, TIRES, FILTERS	2,809.07
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/06/20-07/19	21.31
CENTURY LINK	2023/07/22-08/21 MONTHLY SERVICE	30.21
CORNHUSKER INTERNATIONAL TRUCKS	BUZZER, CLAMPS, CONNECTORS, GASKETS	1,871.19
CUMMINS SALES AND SERVICE	FUEL FILTERS	470.57
CUMMINS SALES AND SERVICE	SERVICE DONE ON WW TRUCK 21	1,060.59

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CLAIMS FOR AUGUST 15, 2023

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FLEET MAINTENANCE (cont'd)

DANKO EMERGENCY EQUIPMENT	HOSE, BOOSTER, COUPLING	466.83
EDWARDS CHEVROLET-CADILLAC	ARM	50.61
EDWARDS CHRYSLER DODGE JEEP RAM	CAM SENSOR, VALVE, PARTS	160.23
EQUIPMENT TECHNOLOGY, LLC	BUMPER, PAD	145.73
FACTORY MOTOR PARTS CO	WINDOW REG POWER, PARTS, MOTOR	129.46
FORCE AMERICA DISTRIBUTING, LLC	CONNECTORS, TRUCK MOUNT, FLANGE	212.35
GRAHAM TIRE COMPANY	TIRES	1,656.12
HENDERSON PRODUCTS, INC	BREATHER CAPS, PINS	209.74
HOSELINE, INC	AF KIT	671.97
INDOFF, INC	CREDIT-OFFICE SUPPLIES	(27.57)
INTERSTATE BATTERIES	BATTERIES	1,291.33
INTERSTATE POWER SYSTEMS, INC	ENGINE PARTS	1,323.09
J & J SMALL ENGINE SERVICE	BELTS	366.52
JIM HAWK TRUCK TRAILERS	PARTS	25.68
JOHNSTONE SUPPLY	HARD START AC POWER, CAPACITOR	21.35
KEYMASTERS OF GREATER OMAHA, INC	DUPLICATE KEY	10.00
KRIHA FLUID POWER CO	COUPLERS, PLUGS, CAPS, ADAPTERS, PIPES, FITTINGS, SWIVEL, TRIPLE LOK PIPE	476.37
LIBRA SAFETY PRODUCTS	LENS WIPES	61.00
MATHESON TRI-GAS INC	WELDING SUPPLIES	255.62
MENARDS	CONTRACTOR BAGS, TOWELS, WALL CLOCK, SHELF BINS, BUSHINGS	128.68
MENARDS	DRAIN CLEANER	6.44
MURPHY TRACTOR	FILTERS, ELEMENTS, HOSE	286.17
NAFA FLEET MANAGEMENT	MEMBERSHIP RENEWAL	549.00
NAPA AUTO PARTS	FILTERS, V-BELTS, SPARK PLUGS, BRAKE PARTS CLEANER, GLOVES, SWITCHES, BATTERY CABLES	1,395.46
NEBRASKA IOWA INDUSTRIAL FASTENERS, INC	WASHERS, NUTS, TY-RAP BLACK, DRILL BITS, CLAMPS, CONNECTORS, WASHERS	1,624.24
OMAHA PUBLIC POWER DISTRICT	2023/06/22-07/21 MONTHLY SERVICE	1,032.72
O'REILLY AUTO PARTS	ASSORTED PLUGS, ROD CLIPS	43.69
OTE INTERNATIONAL HOLDINGS, LLC	REFURBISH KIT, TEMP CONTROL MODULE	855.00
QUALITY TIRE, INC	TURF-MASTER	360.00
STATE STEEL	TUBING AND ANGLE IRON FOR POLICE BUILD	2,982.67
STEELCREST CORP	MOLLE PANEL FOR PO402	4,240.36
TOOL SHED OF OMAHA	CARBIDE TIP HOLE SAW, ZIPCUT WHEEL	312.44
TURFWERKS	SERVICE WORK DONE TO PA409	1,488.45
TY'S OUTDOOR POWER & SERVICE	BLADES. BOLTS, SPINDLE GUARD	141.28
UNITED LABORATORIES	LUBE, DEGREASER	653.92
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - JULY 2023	856.79
WALKERS UNIFORM RENTAL	UNIFORM CLEANING SERVICE, FENDER COVERS	276.58
WATEROUS COMPANY	DRAIN VALVE CABLE & ASSY	884.57
WELDON PARTS INC	STROBE LAMPS, LED PIGTAIL	264.06
WESTLAKE ACE HARDWARE	CAM LOCK	6.59
WOODHOUSE PARTS DIRECT	REPAIR UNIT 635	590.17
		\$ 44,186.32

SOLID WASTE

PAPILLION SANITATION	GLASS RECYCLING-JUN 2023	370.48
		\$ 370.48

PLANNING

AT&T MOBILITY	2023/06/21-07/22 MONTHLY SERVICE	46.27
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/06/18-07/17	55.89
CENTURY LINK	2023/07/22-08/21 MONTHLY SERVICE	12.95
INDOFF, INC	OFFICE SUPPLIES	25.74
OMAHA PUBLIC POWER DISTRICT	2023/06/12-07/23 MONTHLY SERVICE	220.13
OMAHA WORLD HERALD	LEGAL AD	32.70
		\$ 393.68

MINUTE RECORD

CLAIMS FOR AUGUST 15, 2023

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PERMITS & INSPECTIONS

AT&T MOBILITY	2023/06/21-07/22 MONTHLY SERVICE	277.62
BELLEVUE PRINTING COMPANY	INSPECTIONS STICKERS, APPROVAL STICKERS	820.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/06/08-07/17	95.36
CENTURY LINK	2023/07/22-08/21 MONTHLY SERVICE	21.58
INTERNATIONAL CODE COUNCIL	CODE BOOKS	855.23
NATIONAL FIRE PROTECTION	CODE BOOKS	342.95
OMAHA PUBLIC POWER DISTRICT	2023/06/12-07/23 MONTHLY SERVICE	294.11
SERVICE ONE	CHECK TO CLEAR CREDIT ON ACCT	13.45
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - JULY 2023	1,157.24
		<u>\$ 3,877.54</u>

POLICE

ACTION SIGNS	NEW GRAPHICS-UNIT 647	33.48
AMAZON WEB SERVICES, INC	WEB SERVICES JULY 2023	426.56
AMAZON.COM, LLC	AIR TAGS, BOX FAN, OFFICE SUPPLIES, PRINTERS, TOOL BOX ORGANIZERS, CROW BARS, TRAINING	3,713.02
ANYTIME TEES	EVOC SHIRTS	42.80
A-RELIEF SERVICES	PORTABLE RESTROOMS SERVICE-GUN RANGE	136.00
AT&T MOBILITY	2023/06/21-07/22 MONTHLY SERVICE	4,259.28
AUTEL ROBOTICS USA LLC	AUTEL DRONE REPAIR	1,012.50
AVERY L LOSCHEN	RENT FOR K9 BUILDING-SEPT 2023	1,300.00
BELLEVUE PRINTING COMPANY	FIELD INTERVIEW CARDS	550.00
BRIAN BENSHOOF	REIMB TRAINING EXPENSES-SUPERVISOR	206.50
BROWNELLS	EAR MUFFS, PATCHES	324.85
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023-06/17-07/16	507.00
CASEYS GENERAL STORE #2966	WELCOME EVENT	55.64
CELLEBRITE USA CORP	SUBSCRIPTIONS 2023/09/07-2024/11/09	26,549.98
CENTURY LINK	2023/07/22-08/21 MONTHLY SERVICE	369.76
CITY OF BELLEVUE	REIMB FINANCE PETTY CASH FOR EXPENSES	233.76
CITY OF OMAHA	OFF-SITE INCINERATION-JAN/JUN 2023	986.02
COLT MANUFACTURING	MARRS-ARMORER COURSE FEE	550.00
COX COMMUNICATIONS	SUBPEONA FOR INVESTIGATIONS	50.00
CULLIGAN OF OMAHA	BOTTLED WATER 2023/08/01-08/31	551.70
DALLAS CHILDREN'S ADVOCACY	ANDAHL/BAILEY-CRIMES AGAINST CHILDREN CONF	1,650.00
DONTRELL DUCKER	REIMB PER DIEM FOR TRAINING-NASRO	324.50
ENTERPRISE FM TRUST	DEA VEHICLE LEASE - JULY 2023	557.32
GALLO PROFESSIONAL POLYGRAPH	POLYGRAPH SERVICE	800.00
GALL'S, LLC	UNIFORM ITEMS	2,847.12
GLOCK PROFESSIONAL, INC	HOLWERDA-ARMORER COURSE FEE	250.00
GREAT PLAINS UNIFORMS	BALLISTIC VESTS, CARRIERS, LUMEN PEN LIGHTS	4,934.10
INFOSAFE SHREDDING	SHREDDING SERVICE	120.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	89.61
JESSICA MANNING	REIMB TRAINING EXPENSES-SRO	777.07
JIM SEVERN	REIMB TRAINING EXPENSES-NASRO	729.95
JO DONS	OFFICER OF THE QUARTER PLAQUE	60.00
JON HOBBS	REIMB TRAINING EXPENSES-NASRO	629.95
JW MARRIOTT-INDIANAPOLIS	LODGING FOR CONFERENCE-NASRO 4 EMP	4,188.60
JW MARRIOTT-INDIANAPOLIS	CPS-LODGING FOR TRAINING-DUCKER, HOBBS	1,807.62
KIESLER POLICE SUPPLY & AMMO	PEPPERBALL CONTROL VESTS	795.70
LASER LABS INC	TINT METER	356.00
LP POLICE	MONTHLY POLICE PLAN FEE-JUNE 2023	259.90
MARISSA HOLWERDA	REIMB TRAINING EXPENSES-ARMORER'S COURSE	328.23
MATRIX BUSINESS SYSTEMS INC	TONER FOR PRINTER, COPIER EXPENSE	349.17
MATTHEW VANN	REIMB TRAINING EXPENSES-NASRO	349.49
NATHAN RIDLEY	REIMB UNMANED AIRCRAFT CERTIFICATE	175.00
NAT'L TACTICAL OFFICERS	C BROWN-NTOA SWAT COMMAND LEADERSHIP	765.00
NEB ASSOC OF PROPERTY & EVIDENCE	MEMBERSHIP DUES FOR NEW RECRUITS	90.00
NEBRASKA FBI	MELVIN-NEBRASKA FBINAA FALL LUNCHEON	15.00

MINUTE RECORD

CLAIMS FOR AUGUST 15, 2023

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POLICE (cont'd)

OMAHA PUBLIC POWER DISTRICT	2023/06/12-07/11 MONTHLY SERVICE	5,248.58
PORTABLE STORAGE OF NEBRASKA,	CPS-PODS FOR EVIDENCE STORAGE	402.00
PORTABLE STORAGE OF NEBRASKA,	MONTHLY RENTAL OF CONTAINER 2023/07/26-08/25	328.00
RDR CUSTOM KYDEX INC	MARRS-HOLSTERS FOR OFFICERS	184.85
ROBERT MARKVE	REIMB PER DIEM FOR TRAINING-SUPERVISOR	147.50
SAM'S CLUB DIRECT	WELCOME EVENT	23.96
SARPY COUNTY TREASURER (FISCAL ADMINISTRATION)	DATA PROCESSING, LRMS-SEPT 2023	15,330.15
SOUTHWEST AIRLINES	ANDAHL/CRIMES AGAINST CHILDREN CONF-TRAVEL	1,264.86
TIM JANDA	REIMB UNMANED AIRCRAFT CERTIFICATE	175.00
TRI-TECH FORENSICS, INC	EVIDENCE SUPPLIES	337.90
TWIN CREEK ANIMAL HOSPITAL	VET FEES-3 K9	537.37
U.S. CELLULAR	2023/07/04-08/03 MONTHLY SERVICE	266.48
ULTIMATE TRAINING MUNITIONS	TRAINING MAGAZINES	634.23
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - JULY 2023	16,445.13
VERIZON WIRELESS	SUBPEONA FEE	50.00
VISTA PRINT	BUSINESS CARDS-J SPENCER	56.19
WESTLAKE ACE HARDWARE	SPRAY PAINT, SUPPLIES	17.98
		\$ 106,558.36

FIRE & RESCUE

AARON SPENCER	REIMB APPLICATION, CLINICAL EXCHANGE	180.00
AIRGAS USA, LLC	MEDICAL OXYGEN	330.30
AMAZON.COM, LLC	BOOTS, KITCHEN SUPPLIES, OFFICE SUPPLIES	208.95
AT&T MOBILITY	2023/06/21-07/22 MONTHLY SERVICE	1,911.28
BELLEVUE PRINTING COMPANY	BUSINESS CARDS-STRACHOTA	15.00
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	8,021.74
CENTURY LINK	2023/07/22-08/21 MONTHLY SERVICE	109.99
CONDUENT	REFUND FOR SERVICE-O'NEILL	628.20
CONNOR MCDONNELL	REIMB MEDIC TEST PREP, NAT REGISTRY	214.99
EC DATA SYSTEMS, INC	CPS-SHARE OF FAX SERVER	7.95
ED M FELD EQUIPMENT CO	COMPRESSOR MAINTENANCE	660.36
GREAT PLAINS UNIFORMS	UNIFORM BADGES/COLLAR BRASS, 7 EMP	5,559.95
INTERNATIONAL ASSOCIATION OF FIRE	MEMBERSHIP DUES 2023/07/21-2024/07/31	240.00
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	673.69
MENARDS	SAFETY RAIN SUITS, CLEANING SUPPLIES	728.17
OMAHA PUBLIC POWER DISTRICT	2023/06/12-07/11 MONTHLY SERVICE	7,238.13
SANDRY FIRE SUPPLY, LLC	FIRE TOOLS -STEEL BAR	600.00
TELEFLEX FUNDING, LLC	MEDICAL SUPPLIES	1,665.50
THE NEBRASKA MEDICAL CENTER	MEDICAL DIRECTOR- Q4 APR-JUN 2023	11,132.44
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - JULY 2023	9,052.60
		\$ 49,179.24

NON-DEPARTMENTAL/CONTRACTS

AMAZON.COM, LLC	PRIME MEMBERSHIP	191.53
AMERICAN NATIONAL BANK	BANK FEES-JUN 2023	612.91
CENTURY LINK	2023/06/20-07/19 MONTHLY SERVICE	264.21
GOTOMEETING	CPS-MONTHLY CONFERENCE CALLS	17.12
LEAGUE OF NEBRASKA MUNICIPALITIES	LEAGUE OF NEBRASKA MUNICIPALITIES DUES 2023/09/01-2024/08/31	57,770.00
METRO AREA TRANSIT	MAT SERVICE MAY 2023-2186 MILES	6,843.00
METRO AREA TRANSIT	MAT SERVICE APR 2023-1793 MILES	4,570.00
QUADIENT FINANCE USA, INC	POSTAGE METER TAPE	32.30
SARPY COUNTY COURT HOUSE	ANIMAL CONTROL-SEPT 2023	17,231.00
SCOTT WELCH	MONTHLY WEB HOSTING	125.00
TRISTAR	NEW CLAIMS FEES 2023/07/23-09/23	3,750.00
		\$ 91,407.07

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CLAIMS FOR AUGUST 15, 2023

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INFORMATION TECHNOLOGY

AMAZON.COM, LLC	EARPIECES, EXTENDER	327.18
HOSTGATOR.COM	MONTHLY DOMAIN	69.95
HUNTEL COMMUNICATIONS, INC	MITEL SOFTWARE ASSURANCE 2023/08/26-	9,558.71
INTERSTATE ALL BATTERY CENTER	BATTERY	306.80
MOTOROLA SOLUTIONS, INC	FLEX ASSEMBLY WITH SPACER	143.62
SARPY COUNTY TREASURER (FISCAL ADMINISTRATION)	DATA PROCESSING, LRMS-SEPT 2023	28,080.00
TJ CABLE	LOCATES-JULY 2023	100.00
WESTLAKE ACE HARDWARE	SOCKET ASSCEEORIES, EXT BAR	79.96
		<u>\$ 38,666.22</u>

WASTEWATER

AMAZON.COM, LLC	BATTERY, OFFICE SUPPLIES, STEERING SHAFT	156.48
AT&T MOBILITY	2023/06/21-07/22 MONTHLY SERVICE	1,361.07
CENTURY LINK	2023/07/04-08/03 MONTHLY SERVICE	728.39
ELLIOTT EQUIPMENT CO	CAMERA RECHARGE KIT, AI VALVE	784.80
GEARHART CONSTRUCTION & GRAINGER	LIABILITY CLAIMS-BACKWATER VALVE, WALLACE AVE	26,000.00
HDR ENGINEERING, INC	BACK SUPPORTS	62.27
	BPW-181013 QUAIL CREEK LIFT STATION 2023/04/02-05/06	2,056.05
HDR ENGINEERING, INC	BPW-201109 SO LIFT STATION 2023/04/02-05/06	288.33
HDR ENGINEERING, INC	BPW-201109 SO LIFT STATION 2023/04/02-05/06	917.97
HDR ENGINEERING, INC	BPW-181013 QUAIL CREEK LIFT 2023/07/02-07/29	3,027.54
MENARDS	CREDIT-RETURN FOR TAX, PIPE WRENCH	(11.04)
OMAHA PUBLIC POWER DISTRICT	2023/06/12-07/11 MONTHLY SERVICE	3,727.00
THE CHARLES MACHINE WORKS, INC	CCTV CAMERA PARTS	1,751.96
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - JULY 2023	3,083.38
		<u>\$ 43,934.20</u>

ECONOMIC DEVELOPMENT- LB840

BELLEVUE CHAMBER OF COMMERCE	ECONOMIC DEVELOPMENT CONTRACT	3,000.00
		<u>\$ 3,000.00</u>

COMMUNITY BETTERMENT

OMAHA PUBLIC POWER DISTRICT	2023/07/26 MONTHLY SERVICE	100.47
		<u>\$ 100.47</u>

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CDBG CONSULTANT EXPENSES-2023/07/16-07/21	1,857.52
		<u>\$ 1,857.52</u>

G.O. BONDS

BOKF, NA	SID 289-PAYING AGENT FEE THRU 2023/06/30	700.00
		<u>\$ 700.00</u>

TOTAL CLAIMS FOR AUGUST 15, 2023 \$ 1,145,466.94

TOTAL PAYROLL FOR AUGUST 4, 2023 \$ 1,567,358.55

*8a.
8/15/2023



We Influence The World!

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

MEMO

To: Council President Paul Cook & Council Members

From: Rusty Hike, Mayor

Subject: Appointment to the Design Review Board

Date: July 18th, 2023

Please consider the following for appointment to the Design Review Board.

Scott Hankins-Alternate (Planning)
1206 Bryan Ave
Bellevue, NE 68005
(W) 598-4954
Term: Aug 2026

SCOTT HANKINS

1206 Bryan Avenue
Bellevue, NE 68005

(402) 598-4954
hankinsgroup@gmail.com

SUMMARY OF QUALIFICATIONS

Exceptionally well organized and resourceful Real Estate professional with more than twenty years' experience and a solid academic background (**MBA**); excellent analytical and problem-solving skills; exceptional communication skills and a demonstrated ability to create and manage cohesive, productive work teams able to handle multiple projects while producing high quality work in a timely manner. Planning Commissioner for the City of Bellevue, Nebraska responsible for designing and executing suitable policies for economic development.

EDUCATION

Master of Business Administration (MBA), Bellevue University, June 2007

Bachelor of Science, University of Nebraska-Lincoln, August 1998

Relevant Coursework

Strategic Management	Financial Strategy	Prod. & Operations Mgmt
Adv. Organizational Behavior	Financial Accounting	Managerial Accounting

PROFESSIONAL EXPERIENCE

Hankins Group, Inc., Omaha, NE, February 2004 to present

Real Estate Appraiser/Analyst (Nebraska/Texas) and Realtor (Nebraska)

- Analyze financial information to forecast business, industry, and economic conditions for use in making investment decisions. Gather and analyze industry, regulatory and economic information. Create pro forma financial models for the financial analysis of investment properties. Analyze the critical data involved in the acquisition or disposition of a property.
- Prepare reports to illustrate trends, future payoffs, and possible risks of various investment opportunities. Advanced knowledge of accounting and auditing principles relative to property appraisal and income producing properties. Interpret data concerning price, yield, stability, and future trends of investments.

Noble Capital, Austin, TX, January 2008 – July 2008

Quality Control Manager and Fund Operations Consultant

- Design and implement quality control measures and processes that will become SOP's (Standard Operating Procedures) focusing on REO Management, Construction Control Management, Field Underwriting Management, Appraisal Process Management and Fund Management.
- Responsible for daily tracking of fund performance and identification of action tasks, communications and planning. Responsible for analysis of fund performance and maintenance needs including utilization of fund management software and implementation of sound strategy and discipline to achieve high level performance.

Nebraska Furniture Mart, Omaha, NE, September 2000 – July 2006

Manager, May 2006 – July 2006

- Directed team of 12 full time and part time associates.
- Established and maintained business relationships with external/internal customers.

Delivery Operations Coordinator, February 2005 – May 2006

- Oversaw delivery of furniture, appliances and electronics to customers.
- Participated in the training of employees in new location on customer service, opening/closing procedures, receiving and inventory maintenance.

Customer Pick-Up Dock Specialist, September 2000 – February 2005

- Assisted in merchandising and maintaining inventory control.
- Established working relationship with sales and management personnel by serving on company committees to identify, communicate and initiate corrective action for problems.

Werner Enterprises, Omaha, NE

Business Analyst, January 2000 – July 2002

- Performed workflow analysis, customized database design and systems development.
- Served an active role in the programming and design of business applications.

TECHNICAL KNOWLEDGE & SKILLS

ARGUS Valuation
SQL/Visual Basic
WinTotal

YARDI
Business Objects
Crystal Reports
MS Office (Word, Excel, Power Point, Access)

SalesLOGIX
Cognos Impromptu
QuickBooks

LICENSES & ACCREDITATIONS

Certified Real Property Appraiser (Nebraska/Iowa/Texas)
Licensed Realtor (Nebraska)
General Notary Public (Nebraska)
Graduate of the Real Estate Institute, GRI

REAL ESTATE EDUCATION

Fundamentals of Real Estate Appraisal

URAR Residential Form Preparation

National Uniform Standards of Professional Appraisal Practice (USPAP)

Cost Approach

Income Approach to Valuation

Capitalization Approach

Mold Identification and Solutions

Real Estate Principles & Practice

Residential Appraisal Forms and USPAP Compliance

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 08/15/2023		SUBMITTED BY: Budget Task Force	
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:

Administration's 2023-2024 Budget (Fiscal Year Ending September 30, 2024).

SYNOPSIS/BACKGROUND:

This budget proposes appropriating expenditures of \$155.2 million in fiscal year 2023-24. This is an increase of \$45.8 million from the 2022-23 budgeted expenditures (due primarily to the increased capital improvements of \$42.4 million).

This budget provides funding for the City's operations and capital improvements. The General Fund will use bonding and existing cash reserves to fund certain capital expenditures. The Wastewater Fund will use bonding of new projects to preserve its cash reserve. All other funds balance expenditures with revenues.

2023-2024 Budgeted Resources Available (Revenues and Cash Balances) of \$179,591,211 and Expenditures of \$155,222,111 leave a cash balance of \$24,369,100, a decrease of \$3,000,000 in cash reserves.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

No action taken at this meeting other than the 1st reading (August 15, 2023).

ATTACHMENTS:

1. <input type="text" value="Budget Ordinance #4127"/>	2. <input type="text" value="Budget Tax Request Resolution 2023-24"/>	3. <input type="text" value="State Budget Forms"/>
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:



Rich Severson



Attachment 1

ORDINANCE NO. 4127

AN ORDINANCE TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATIONS BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That after complying with all procedures required by law, the budget, Exhibit A, as presented and set forth in the budget statement, is hereby approved as the Annual Appropriations Bill for the fiscal year beginning October 1, 2023, through September 30, 2024. All sums of money contained in the budget statement are hereby appropriated for the necessary expenses and liabilities of the City of Bellevue. A copy of the budget document, Exhibit A, shall be forwarded as provided by law to the Auditor of Public Accounts, State Capitol, Lincoln, Nebraska, and to the County Clerk of Sarpy County, Nebraska, for use by the levying authority.

Section 2. This ordinance shall take effect and be in full force from and after its passage, approval, and publication as required by law.

PASSED AND ADOPTED THIS [redacted] day of September, 2023.

APPROVED AS TO FORM:

City Attorney

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

First Reading: 08/15/2023
Second Reading: 09/05/2022
Special Budget Hearing: 09/12/2023
Joint Public Hearing: 09/21/2023
Third Reading: 09/26/2023

Attachment 2

RESOLUTION NO. 2023-24

WHEREAS, Nebraska Revised Statutes Section 77-1601.02 provides that the property tax request for the prior year shall be the property tax request for the current year for purposes of the levy set by the County Board of Equalization unless the Governing Body of the City of Bellevue passes by a majority vote a resolution or ordinance setting the tax request at a different amount;

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request; and

WHEREAS, it is in the best interests of the City of Bellevue that the property tax request for the current year be a different amount than the property tax request for the prior year.

NOW THEREFORE, the Governing Body of the City of Bellevue, Nebraska, by a majority vote, resolves that:

1. The 2023-2024 property tax request be set at:

General Fund	\$27,248,842.76
Bond Fund	\$ 7,379,894.92
<u>Total Property Tax Request</u>	<u>\$34,628,737.68</u>
2. The total assessed value of property differs from last year's total assessed value by 14 percent.
3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property would be 0.533578 per \$100 of assessed value.
4. The City of Bellevue proposes to adopt a property tax request that will cause its tax rate to be 0.610000 per \$100 of assessed value.
5. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of Bellevue will increase last year's budget by 42 percent.
6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 15, 2023.

Motion by _____, seconded by _____ to adopt Resolution #2023-__.

Voting yes were:

Voting no were:

PASSED AND APPROVED this _____th day of September, 2023.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

Attachment 3

2023-2024
STATE OF NEBRASKA
CITY/VILLAGE BUDGET FORM

City of Bellevue
 TO THE COUNTY BOARD AND COUNTY CLERK OF
 Sarpy County

This budget is for the Period October 1, 2023 through September 30, 2024

Upon Filing, The Entity Certifies the Information Submitted on this Form to be Correct:

<p>The following PERSONAL AND REAL PROPERTY TAX is requested for the ensuing year:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: right;">\$</td> <td style="width: 15%; text-align: right;">27,248,842.76</td> <td style="width: 70%;">Property Taxes for Non-Bond Purposes</td> </tr> <tr> <td style="text-align: right;">\$</td> <td style="text-align: right;">7,379,894.92</td> <td>Principal and Interest on Bonds</td> </tr> <tr> <td style="text-align: right;">\$</td> <td style="text-align: right;">34,628,737.68</td> <td>Total Personal and Real Property Tax Required</td> </tr> </table>	\$	27,248,842.76	Property Taxes for Non-Bond Purposes	\$	7,379,894.92	Principal and Interest on Bonds	\$	34,628,737.68	Total Personal and Real Property Tax Required	<p style="text-align: center;">Projected Outstanding Bonded Indebtedness as of October 1, 2023 <i>(As of the Beginning of the Budget Year)</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Principal</td> <td style="width: 40%; text-align: right;">\$ 69,185,000.00</td> </tr> <tr> <td>Interest</td> <td style="text-align: right;">\$ 11,433,883.45</td> </tr> <tr> <td>Total Bonded Indebtedness</td> <td style="text-align: right;">\$ 80,618,883.45</td> </tr> </table>	Principal	\$ 69,185,000.00	Interest	\$ 11,433,883.45	Total Bonded Indebtedness	\$ 80,618,883.45
\$	27,248,842.76	Property Taxes for Non-Bond Purposes														
\$	7,379,894.92	Principal and Interest on Bonds														
\$	34,628,737.68	Total Personal and Real Property Tax Required														
Principal	\$ 69,185,000.00															
Interest	\$ 11,433,883.45															
Total Bonded Indebtedness	\$ 80,618,883.45															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: right;">\$</td> <td style="width: 15%; text-align: right;">5,676,842,243</td> <td style="width: 70%;"> Total Certified Valuation (All Counties) <i>(Certification of Valuation(s) from County Assessor MUST be attached)</i> </td> </tr> </table>	\$	5,676,842,243	Total Certified Valuation (All Counties) <i>(Certification of Valuation(s) from County Assessor MUST be attached)</i>	<p style="text-align: center;">Report of Joint Public Agency & Interlocal Agreements</p> <p>Was this Subdivision involved in any Interlocal Agreements or Joint Public Agencies for the reporting period of July 1, 2022 through June 30, 2023?</p> <p style="text-align: center;"> <input type="checkbox"/> YES <input type="checkbox"/> NO </p> <p style="text-align: center;"><i>If YES, Please submit Interlocal Agreement Report by September 30th.</i></p>												
\$	5,676,842,243	Total Certified Valuation (All Counties) <i>(Certification of Valuation(s) from County Assessor MUST be attached)</i>														
<p>County Clerk's Use ONLY</p>	<p style="text-align: center;">Report of Trade Names, Corporate Names & Business Names</p> <p>Did the Subdivision operate under a separate Trade Name, Corporate Name, or other Business Name during the period of July 1, 2022 through June 30, 2023?</p> <p style="text-align: center;"> <input type="checkbox"/> YES <input type="checkbox"/> NO </p> <p style="text-align: center;"><i>If YES, Please submit Trade Name Report by September 30th.</i></p>															
<p>APA Contact Information</p>	<p>Submission Information</p>															
<p style="text-align: center;">Auditor of Public Accounts PO Box 98917 Lincoln, NE 68509</p> <p>Telephone: (402) 471-2111 FAX: (402) 471-3301</p> <p style="text-align: center;">Website: auditors.nebraska.gov</p> <p>Questions - E-Mail: Jeff.Schreier@nebraska.gov</p>	<p style="text-align: center; font-size: 1.5em;">Budget Due by 9-30-2023</p> <p>Submit budget to:</p> <ol style="list-style-type: none"> 1. Auditor of Public Accounts -Electronically on Website or Mail 2. County Board (SEC. 13-508), C/O County Clerk 															

City of Bellevue in Sarpy County

Line No.	Beginning Balances, Receipts, & Transfers	Actual 2021 - 2022 (Column 1)	Actual/Estimated 2022 - 2023 (Column 2)	Adopted Budget 2023 - 2024 (Column 3)
1	Net Cash Balance	\$ 40,979,694.53	\$ 41,410,223.13	\$ 27,369,099.94
2	Investments			
3	County Treasurer's Balance	\$ 293,549.92		
4	Beginning Balance Proprietary Function Funds (Only If Page 6 is Used)			\$ -
5	Subtotal of Beginning Balances (Lines 1 thru 4)	\$ 41,273,244.45	\$ 41,410,223.13	\$ 27,369,099.94
6	Personal and Real Property Taxes (Columns 1 and 2 - See Preparation Guidelines)	\$ 27,442,248.24	\$ 19,538,621.80	\$ 34,285,878.89
7	Federal Receipts	\$ 63,622.68	\$ 108,086.51	\$ 50,000.00
8	State Receipts: Motor Vehicle Pro-Rate	\$ 64,218.21	\$ 63,007.04	\$ 95,600.00
9				
10	State Receipts: Highway Allocation and Incentives	\$ 6,577,420.62	\$ 6,497,952.67	\$ 7,069,320.00
11	State Receipts: Motor Vehicle Fee	\$ 481,980.97	\$ 507,146.06	\$ 517,100.00
12	State Receipts: State Aid			
13	State Receipts: Municipal Equalization Aid	\$ 1,470,037.03	\$ 1,643,005.05	\$ 1,756,096.63
14	State Receipts: Other	\$ 9,518.00	\$ 16,015.36	\$ 13,600.00
15	State Receipts: Property Tax Credit			
16	Local Receipts: Nameplate Capacity Tax	\$ -	\$ -	\$ -
17	Local Receipts: Motor Vehicle Tax	\$ 1,471,166.93	\$ 1,082,708.13	\$ 2,193,400.00
18	Local Receipts: Local Option Sales Tax	\$ 16,983,511.54	\$ 15,974,523.01	\$ 18,105,500.00
19	Local Receipts: In Lieu of Tax	\$ 1,060,192.36	\$ 1,204,310.63	\$ 280,000.00
20	Local Receipts: Other	\$ 44,664,115.02	\$ 44,211,800.01	\$ 86,648,615.26
21	Transfers In of Surplus Fees			
22	Transfers In Other Than Surplus Fees	\$ 1,197,000.00	\$ 1,197,000.00	\$ 1,207,000.00
23	Proprietary Function Funds (Only if Page 6 is Used)			\$ -
24	Total Resources Available (Lines 5 thru 23)	\$ 142,758,276.05	\$ 133,454,399.40	\$ 179,591,210.72
25	Total Disbursements & Transfers (Line 22, Pg 3, 4 & 5)	\$ 101,348,052.92	\$ 106,085,299.46	\$ 155,222,110.78
26	Balance Forward/Cash Reserve (Line 24 MINUS Line 25)	\$ 41,410,223.13	\$ 27,369,099.94	\$ 24,369,099.94
27	Cash Reserve Percentage			30%
PROPERTY TAX RECAP		Tax from Line 6		\$ 34,285,878.89
		County Treasurer Commission at 1%		\$ 342,858.79
		Total Property Tax Requirement		\$ 34,628,737.68

City of Bellevue in Sarpy County

To Assist the County For Levy Setting Purposes

The Cover Page identifies the Property Tax Request between Principal & Interest on Bonds and All Other Purposes. If your municipality needs more of a breakdown for levy setting purposes, complete the section below.

Property Tax Request by Fund:		Property Tax Request
General Fund	\$	27,248,842.76
Bond Fund	\$	7,379,894.92
_____ Fund		
_____ Fund		
Total Tax Request	** \$	34,628,737.68

** This Amount should agree to the Total Personal and Real Property Tax Required on the Cover Page 1.

Cash Reserve Funds

Statute 13-503 says cash reserve means funds required for the period before revenue would become available for expenditure but shall not include funds held in any special reserve fund. If the cash reserve on Page 2 exceeds 50%, you can list below funds being held in a special reserve fund.

Special Reserve Fund Name		Amount
American Rescue Plan Act		
Wastewater/Economic Development	\$	8,401,492.46
Debt Service, Community Betterment	\$	12,620,755.56
Total Special Reserve Funds	\$	21,022,248.02
Total Cash Reserve	\$	24,369,099.94
Remaining Cash Reserve	\$	3,346,851.92
Remaining Cash Reserve %		4%

Documentation of Transfers of Surplus Fees:

(Only complete if Transfers of Surplus Fees Were Budgeted)

Please explain where the monies will be transferred from, where the monies will be transferred to, and the reason for the transfer.

Transfer From: _____	Transfer To: _____
Amount: _____	
Reason:	

Transfer From: _____	Transfer To: _____
Amount: _____	
Reason:	

Transfer From: _____	Transfer To: _____
Amount: _____	
Reason:	

City of Bellevue in Sarpy County

Line No.	2023-2024 ADOPTED BUDGET Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	Transfers Out (F)	TOTAL
1	Governmental:							
2	General Government	\$ 9,244,596.53	\$ 3,950,000.00	\$ 60,000.00	\$ 6,575,220.10	\$ 982,411.60	\$ -	\$ 20,812,228.23
3	Public Safety - Police and Fire	\$ 32,939,689.75	\$ -	\$ 985,000.00	\$ -	\$ -	\$ -	\$ 33,924,689.75
4	Public Safety - Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Public Works - Streets	\$ 5,898,449.78	\$ 27,841,000.00	\$ 1,185,000.00	\$ 1,153,716.43	\$ (822,160.00)	\$ -	\$ 35,256,006.21
6	Public Works - Other	\$ 4,691,633.35	\$ 30,685,000.00	\$ 392,000.00	\$ -	\$ -	\$ -	\$ 35,768,633.35
7	Public Health and Social Services	\$ 1,169,700.50	\$ -	\$ 156,000.00	\$ -	\$ -	\$ -	\$ 1,325,700.50
8	Culture and Recreation	\$ 4,422,608.55	\$ 2,635,000.00	\$ -	\$ -	\$ 755,000.00	\$ -	\$ 7,812,608.55
9	Community Development	\$ 1,046,616.78	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,046,616.78
10	Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Business-Type Activities:							
12	Airport	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	Nursing Home	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Hospital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	Electric Utility	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	Solid Waste	\$ 4,415,137.80	\$ -	\$ -	\$ -	\$ 12,000.00	\$ -	\$ 4,427,137.80
17	Transportation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Wastewater	\$ 9,578,899.19	\$ 4,260,000.00	\$ 425,000.00	\$ 304,590.42	\$ 280,000.00	\$ -	\$ 14,848,489.61
19	Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Proprietary Function Funds (Page 6)					\$ -		\$ -
22	Total Disbursements & Transfers (Lns 2 thru 21)	\$ 73,407,332.23	\$ 69,371,000.00	\$ 3,203,000.00	\$ 8,033,526.95	\$ 1,207,251.60	\$ -	\$ 155,222,110.78

- (A) **Operating Expenses** should include Personal Services, Operating Expenses, Supplies and Materials, and Equipment Rental.
- (B) **Capital Improvements** should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.
- (C) **Other Capital Outlay** should include other items to be inventoried (i.e. equipment, vehicles, etc.).
- (D) **Debt Service** should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.
- (E) **Other** should include Judgments, and Proprietary Function Funds if a separate budget is filed.
- (F) **Transfers** should include Transfers and Transfers of Surplus Fees

City of Bellevue in Sarpy County

Line No.	2022-2023 ACTUAL/ESTIMATED Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	Transfers Out (F)	TOTAL
1	Governmental:							
2	General Government	\$ 7,339,636.67	\$ 2,526,976.00	\$ 140,767.00	\$ 6,816,479.60	\$ 273,381.98	\$ -	\$ 17,097,241.25
3	Public Safety - Police and Fire	\$ 31,056,669.68	\$ 750,000.00	\$ 1,737,999.92	\$ -	\$ -	\$ -	\$ 33,544,669.60
4	Public Safety - Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Public Works - Streets	\$ 5,669,037.58	\$ 15,556,509.48	\$ 406,213.43	\$ 962,948.64	\$ -	\$ -	\$ 22,594,709.13
6	Public Works - Other	\$ 4,770,162.95	\$ 2,120,355.87	\$ -	\$ -	\$ -	\$ -	\$ 6,890,518.82
7	Public Health and Social Services	\$ 1,069,109.41	\$ -	\$ 26,000.00	\$ -	\$ -	\$ -	\$ 1,095,109.41
8	Culture and Recreation	\$ 4,572,375.31	\$ 287,231.41	\$ 109,455.70	\$ -	\$ 755,000.00	\$ -	\$ 5,724,062.42
9	Community Development	\$ 1,107,277.74	\$ 145,061.46	\$ -	\$ -	\$ -	\$ -	\$ 1,252,339.20
10	Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Business-Type Activities:							
12	Airport	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	Nursing Home	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Hospital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	Electric Utility	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	Solid Waste	\$ 3,996,951.46	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 3,998,951.46
17	Transportation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Wastewater	\$ 7,589,882.91	\$ 5,563,385.15	\$ 80,000.00	\$ 374,430.11	\$ 280,000.00	\$ -	\$ 13,887,698.17
19	Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Proprietary Function Funds							\$ -
22	Total Disbursements & Transfers (Ln 2 thru 21)	\$ 67,171,103.71	\$ 26,949,519.37	\$ 2,500,436.05	\$ 8,153,858.35	\$ 1,310,381.98	\$ -	\$ 106,085,299.46

- (A) **Operating Expenses** should include Personal Services, Operating Expenses, Supplies and Materials, and Equipment Rental.
- (B) **Capital Improvements** should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.
- (C) **Other Capital Outlay** should include other items to be inventoried (i.e. equipment, vehicles, etc.).
- (D) **Debt Service** should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.
- (E) **Other** should include Judgments, and Proprietary Function Funds if a separate budget is filed.
- (F) **Transfers** should include Transfers and Transfers of Surplus Fees

City of Bellevue in Sarpy County

Line No.	2021-2022 ACTUAL Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	Transfers Out (F)	TOTAL
1	Governmental:							
2	General Government	\$ 5,499,762.94	\$ 3,923,186.94	\$ 84,771.55	\$ 15,733,136.78	\$ 83,488.79	\$ -	\$ 25,324,347.00
3	Public Safety - Police and Fire	\$ 27,528,839.69	\$ -	\$ 933,617.66	\$ -	\$ -	\$ -	\$ 28,462,457.35
4	Public Safety - Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Public Works - Streets	\$ 5,069,582.59	\$ 9,289,220.78	\$ 1,716,092.44	\$ 750,512.84	\$ 226,947.32	\$ -	\$ 17,052,355.97
6	Public Works - Other	\$ 4,006,160.58	\$ 454,598.06	\$ 154,832.00	\$ -	\$ -	\$ -	\$ 4,615,590.64
7	Public Health and Social Services	\$ 1,084,008.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,084,008.20
8	Culture and Recreation	\$ 4,157,063.47	\$ 4,027,898.15	\$ 29,724.00	\$ -	\$ 746,566.23	\$ -	\$ 8,961,251.85
9	Community Development	\$ 363,226.72	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 363,226.72
10	Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Business-Type Activities:							
12	Airport	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	Nursing Home	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Hospital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	Electric Utility	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	Solid Waste	\$ 4,158,137.50	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 4,160,137.50
17	Transportation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Wastewater	\$ 7,754,046.42	\$ 2,892,745.04	\$ -	\$ 306,538.75	\$ 371,347.48	\$ -	\$ 11,324,677.69
19	Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Proprietary Function Funds							\$ -
22	Total Disbursements & Transfers (Ln 2 thru 21)	\$ 59,620,828.11	\$ 20,587,648.97	\$ 2,919,037.65	\$ 16,790,188.37	\$ 1,430,349.82	\$ -	\$ 101,348,052.92

- (A) **Operating Expenses** should include Personal Services, Operating Expenses, Supplies and Materials, and Equipment Rental.
- (B) **Capital Improvements** should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.
- (C) **Other Capital Outlay** should include other items to be inventoried (i.e. equipment, vehicles, etc.).
- (D) **Debt Service** should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.
- (E) **Other** should include Judgments, and Proprietary Function Funds if a separate budget is filed.
- (F) **Transfers** should include Transfers and Transfers of Surplus Fees

CORRESPONDENCE INFORMATION

ENTITY OFFICIAL ADDRESS

If no official address, please provide address where correspondence should be sent

NAME	Mayor Rusty Hike
ADDRESS	1500 Wall Street
CITY & ZIP CODE	Bellevue, NE 68005
TELEPHONE	(402) 293-3000
WEBSITE	bellevue.net

	BOARD CHAIRPERSON	CLERK/TREASURER/SUPERINTENDENT/OTHER	PREPARER
NAME	Rusty Hike	Rich Severson	Rich Severson
TITLE /FIRM NAME	Mayor	Treasurer	Treasurer
TELEPHONE	(402) 293-3000	(402) 293-3088	(402) 293-3088
EMAIL ADDRESS	rusty.hike@bellevue.net	rich.severson@bellevue.net	rich.severson@bellevue.net

For Questions on this form, who should we contact (please one): Contact will be via email if supplied.

- Board Chairperson
- Clerk / Treasurer / Superintendent / Other
- Preparer

City of Bellevue in Sarpy County

2023-2024 LID SUPPORTING SCHEDULE

Calculation of Restricted Funds

Total Personal and Real Property Tax Requirements	(1)	\$	34,628,737.68
Motor Vehicle Pro-Rate	(2)	\$	95,600.00
In-Lieu of Tax Payments	(3)	\$	280,000.00
Prior Year Budgeted Capital Improvements that were excluded from Restricted Funds.			
Prior Year Capital Improvements Excluded from Restricted Funds (From Prior Year Lid Support, Line (17))		\$	7,535,000.00
LESS: Amount Spent During 2022-2023	(4)	\$	7,000,000.00
LESS: Amount Expected to be Spent in Future Budget Years	(5)	\$	535,000.00
Amount to be included as Restricted Funds (<u>Cannot Be A Negative Number</u>)	(6)	\$	-
Motor Vehicle Tax	(7)	\$	2,193,400.00
Local Option Sales Tax	(8)	\$	18,105,500.00
Transfers of Surplus Fees	(9)	\$	-
Highway Allocation and Incentives	(10)	\$	7,069,320.00
	(11)	\$	-
	(12)	\$	-
Motor Vehicle Fee	(13)	\$	517,100.00
Municipal Equalization Fund	(14)	\$	1,756,096.63
Insurance Premium Tax	(15)	\$	-
Nameplate Capacity Tax	(15a)	\$	-
TOTAL RESTRICTED FUNDS (A)	(16)	\$	64,645,754.31

Lid Exceptions

Capital Improvements (Real Property and Improvements on Real Property)		\$	48,726,000.00
LESS: Amount of prior year capital improvements that were excluded from previous lid calculations but were not spent and now budgeted this fiscal year (<i>cannot exclude same capital improvements from more than one lid calculation.</i>)	(17)	\$	535,000.00
Agrees to Line (6).	(18)	\$	48,191,000.00
Allowable Capital Improvements	(19)	\$	
Bonded Indebtedness	(20)	\$	
Public Facilities Construction Projects (Statutes 72-2301 to 72-2308)	(21)	\$	
Interlocal Agreements/Joint Public Agency Agreements	(22)	\$	1,786,751.80
Public Safety Communication Project (Statute 86-416)	(23)	\$	
Benefits Paid Under the Firefighter Cancer Benefits Act	(23a)	\$	
Payments to Retire Interest-Free Loans from the Department of Aeronautics (Public Airports Only)	(24)	\$	
Judgments	(25)	\$	
Refund of Property Taxes to Taxpayers	(26)	\$	
Repairs to Infrastructure Damaged by a Natural Disaster	(27)	\$	
TOTAL LID EXCEPTIONS (B)	(28)	\$	49,977,751.80

TOTAL RESTRICTED FUNDS For Lid Computation (To Line 9 of the Lid Computation Form)	\$	14,668,002.51
<small>To Calculate: Total Restricted Funds (A)-Line 16 MINUS Total Lid Exceptions (B)-Line 28</small>		

Total Restricted Funds for Lid Computation cannot be less than zero. See Instruction Manual on completing the Lid Supporting Schedule.

City of Bellevue
IN
Sarpy County

LID COMPUTATION FORM FOR FISCAL YEAR 2023-2024	
PRIOR YEAR RESTRICTED FUNDS AUTHORITY OPTION 1 OR OPTION 2	
OPTION 1	
Prior Year Restricted Funds Authority (Base Amount) = Line (8) from last year's Lid Form	<u>56,553,335.48</u> <small>Option 1 - (Line 1)</small>
OPTION 2	
<i>Only use if a vote was taken at a townhall meeting to exceed Lid for one year</i>	
Line (1) of Prior Year Lid Computation Form	
Allowable Percent Increase Less Vote Taken (Prior Year Lid Computation Form Line (6) - Line (5))	<u> </u> <small>Option 2 - (A)</small>
Dollar Amount of Allowable Increase Excluding the vote taken Line (A) times Line (B)	<u> </u> <small>Option 2 - (B)</small>
Calculated Prior Year Restricted Funds Authority (Base Amount) Line (A) Plus Line (C)	<u> </u> <small>Option 2 - (C)</small>
<u> </u> <small>Option 2 - (Line 1)</small>	
CURRENT YEAR ALLOWABLE INCREASES	
1 <u>BASE LIMITATION PERCENT INCREASE (2.5%)</u>	<u>2.50</u> % <small>(2)</small>
2 <u>ALLOWABLE GROWTH PER THE ASSESSOR MINUS 2.5%</u>	<u> </u> % <small>(3)</small>
$\frac{\text{2023 Value Attributable to Growth per Assessor}}{\text{2022 Valuation}} = \frac{4,965,635,087.00}{0.00} = \text{ } \%$	$\frac{\text{2023 Value Attributable to Growth per Assessor}}{\text{2022 Valuation}} = \frac{4,965,635,087.00}{0.00} = \text{ } \%$
3 <u>ADDITIONAL ONE PERCENT COUNCIL/BOARD APPROVED INCREASE</u>	<u>1.00</u> % <small>(4)</small>
$\frac{\text{\# of Board Members voting "Yes" for Increase}}{\text{Total \# of Members in Governing Body at Meeting}} = \frac{6}{6} = \text{100.00} \%$	$\frac{\text{\# of Board Members voting "Yes" for Increase}}{\text{Total \# of Members in Governing Body at Meeting}} = \frac{6}{6} = \text{100.00} \%$
ATTACH A COPY OF THE BOARD MINUTES APPROVING THE INCREASE.	
4 <u>SPECIAL ELECTION/TOWNHALL MEETING - VOTER APPROVED % INCREASE</u>	<u> </u> % <small>(5)</small>
Please Attach Ballot Sample and Election Results OR Record of Action From Townhall Meeting	
TOTAL ALLOWABLE PERCENT INCREASE = Line (2) + Line (3) + Line (4) + Line (5)	<u>3.50</u> % <small>(6)</small>
Allowable Dollar Amount of Increase to Restricted Funds = Line (1) x Line (6)	<u>1,979,366.74</u> <small>(7)</small>
Total Restricted Funds Authority = Line (1) + Line (7)	<u>58,532,702.22</u> <small>(8)</small>
Less: Restricted Funds from Lid Supporting Schedule	<u>14,668,002.51</u> <small>(9)</small>
Total Unused Restricted Funds Authority = Line (8) - Line (9)	<u>43,864,699.71</u> <small>(10)</small>
LINE (10) MUST BE GREATER THAN OR EQUAL TO ZERO OR YOU ARE IN VIOLATION OF THE LID LAW.	

City of Bellevue in Sarpy County

2023-2024 CAPITAL IMPROVEMENT LID EXEMPTIONS

<u>Description of Capital Improvement</u>	<u>Amount Budgeted</u>
Library Improvement (Building)	\$ 3,200,000.00
Street Improvements	\$ 27,526,000.00
Water Main Extension	\$ 18,000,000.00

Total - Must agree to Line 17 on Lid Support Page 8

\$ 48,726,000.00

Municipality Levy Limit Form
City of Bellevue in Sarpy County

Municipality Levy

Personal and Real Property Tax Request	(1)		34,628,737.68
Judgments (Not Paid by Liability Insurance)	(2)	0.00	
Pre-Existing Lease - Purchase Contracts-7/98	(3)	0.00	
Bonded Indebtedness	(4)	7,379,894.92	
Interest Free Financing (Public Airports)	(5)	0.00	
Benefits Paid Under Firefighter Cancer Benefits Act	(6)	<u>0.00</u>	
Total Levy Exemptions	(7)		<u>7,379,894.92</u>
Tax Request Subject to Levy Limit	(8)		27,248,842.76
Valuation	(9)		<u>5,676,842,243</u>
Municipality Levy Subject to Levy Authority	(10)		0.480000
Levy Authority Allocated to Others-			
Airport Authority	(11)		0.000000
Community Redevelopment Authority	(12)		0.000000
Transit Authority	(13)		0.000000
Off Street Parking District Valuation	(14)		
Off Street Parking District Levy (Statute 77-3443(2))	(15)	<u>0.000000</u>	0.000000
Other	(16)		<u>0.000000</u>
Total Levy for Compliance Purposes	(17)		<u><u>0.480000</u></u> (A)
Levy Authority			
Municipality Levy Limit	(18)		0.450000
Municipality property taxes designated for interlocal agreements	(19)	<u>1,786,751.80</u>	0.031474
Total Municipality Levy Authority	(20)		<u><u>0.481474</u></u> (B)
Voter Approved Levy Override	(21)		0.000000 (C)

Note: (A) must be less than the greater of (B) or (C) to be in compliance with the Statutes

This Form is to be completed to ensure compliance with the levy limits established in State Statute Section 77-3442. The levy limit applicable to municipalities is 45 cents plus 5 cents for interlocal agreements.

State Statute Section 86-416 allows for a special tax to fund Public Safety Communication projects, the tax has the same status as bonded indebtedness. State Statute 72-2301 through 72-2308 allows bonds to be issued for Public Facilities Construction Projects. Amounts should be included as Bonded Indebtedness on Line 7 above.

A municipality may exceed the limits in State Statute Section 77-3442 by completing the requirements of State Statute Section 77-3444 (Election or Townhall Meeting). If an amount is entered on Line 21, a sample ballot and election results **MUST** be submitted with budget. If voter approved override was completed at a Townhall Meeting, minutes of that meeting, and a list of registered voters in the municipality must be submitted. Please refer to the statutes to ensure all requirements are met.

City of Bellevue in Sarpy County

2023-2024 ALLOWABLE GROWTH PERCENTAGE COMPUTATION FORM

YES

This budget is for a VILLAGE; therefore the allowable growth provisions of the Property Tax Request Act DO NOT apply.

CALCULATION OF ALLOWABLE GROWTH PERCENTAGE

Prior Year Total Property Tax Request (1) \$ 30,290,374.03
(Total Personal and Real Property Tax Required from prior year budget - Cover Page)

Base Limitation Percentage Increase (2%) 2.00 % (2)

Real Growth Percentage Increase

$$\frac{\text{2023 Real Growth Value per Assessor}}{\text{Prior Year Total Real Property Valuation per Assessor}} = \underline{0.00} \% (3)$$

Note: Real Growth Value per Assessor for purposes of the Property Tax Request Act (§77-1631) is different than the growth value for purposes of the Lid on Restricted Funds (§13-518). The County Assessor must provide you with separate growth amounts.

Total Allowable Growth Percentage Increase (Line 2 + Line 3) (4) 2.00 %

Allowable Dollar Amount of Increase to Property Tax Request (Line 1 x Line 4) (5) \$ 605,807.48

TOTAL BASE PROPERTY TAX REQUEST AUTHORITY (Line 1 + Line 5) (6) \$ 30,896,181.51

ACTUAL PROPERTY TAX REQUEST

2023-2024 ACTUAL Total Property Tax Request (7) \$ 34,628,737.68
(Total Personal and Real Property Tax Required from Cover Page)

Property Tax Request exceeds allowable growth percentage. Political subdivision MUST complete the postcard notification requirements, and participate in the joint public hearing.

If line (7) is **greater than** line (6), your political subdivision **is required** to participate in the joint public hearing, and complete the postcard notification requirements of §77-1633. You must provide your information to the County Assessor electronically by September 4th. You are not required to hold the Special Hearing to Set the Final Tax Request outlined in §77-1632. The joint public hearing is completed in lieu of this hearing.

If line (7) is **less than** line (6), your political subdivision **is not required** to participate in the joint public hearing, or complete the postcard notification requirements of §77-1633. You are required to hold the Special Hearing to Set the Final Tax Request outlined in §77-1632.

City of Bellevue
IN
Sarpy County, Nebraska

NOTICE OF BUDGET HEARING AND BUDGET SUMMARY

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 12th day of September 2023, at 6:00 o'clock P.M., at 1500 Wall Street, Bellevue, Nebraska for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget. The budget detail is available at the office of the Clerk during regular business hours.

2021-2022 Actual Disbursements & Transfers	\$ 101,348,052.92
2022-2023 Actual/Estimated Disbursements & Transfers	\$ 106,085,299.46
2023-2024 Proposed Budget of Disbursements & Transfers	\$ 155,222,110.78
2023-2024 Necessary Cash Reserve	\$ 24,369,099.94
2023-2024 Total Resources Available	\$ 179,591,210.72
Total 2023-2024 Personal & Real Property Tax Requirement	\$ 34,628,737.68
Unused Budget Authority Created For Next Year	\$ 43,864,699.71

Breakdown of Property Tax:

Personal and Real Property Tax Required for Non-Bond Purposes	\$ 27,248,842.76
Personal and Real Property Tax Required for Bonds	\$ 7,379,894.92

NOTICE OF SPECIAL HEARING TO SET FINAL TAX REQUEST

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1632, that the governing body will meet on the 26st day of September 2023, at 6:00 o'clock P.M., at 1500 Wall Street, Bellevue, Nebraska for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request.

	2022	2023	Change
Operating Budget	109,488,361.04	155,222,110.78	42%
Property Tax Request	\$ 30,290,374.03	\$ 34,628,737.68	14%
Valuation	4,965,635,087	5,676,842,243	14%
Tax Rate	0.610000	0.610000	0%
Tax Rate if Prior Tax Request was at Current Valuation	0.533578		

RESOLUTION SETTING THE PROPERTY TAX REQUEST

RESOLUTION NO. _____

WHEREAS, Nebraska Revised Statute 77-1632 and 77-1633 provides that the Governing Body of the City of Bellevue passes by a majority vote a resolution or ordinance setting the tax request; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request;

NOW, THEREFORE, the Governing Body of the City of Bellevue resolves that:

- 1. The 2023-2024 property tax request be set at:

General Fund: \$ 27,248,842.76

Bond Fund: \$ 7,379,894.92

- 2. The total assessed value of property differs from last year's total assessed value by 14.32 percent.

- 3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property would be 0.533578 per \$100 of assessed value.

- 4. The City of Bellevue proposes to adopt a property tax request that will cause its tax rate to be 0.61 per \$100 of assessed value.

- 5. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of Bellevue will increase (or decrease) last year's budget by 41.77 percent.

- 6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 15, 2023.

Motion by _____, seconded by _____ to adopt Resolution # _____.

Voting yes were:

Voting no were:

Dated this _____ day of _____, 2023

REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS
REPORTING PERIOD JULY 1, 2022 THROUGH JUNE 30, 2023

City of Bellevue

Sarpy County

SUBDIVISION NAME		COUNTY	Amount Used as Lid Exemption (Column 4)
Parties to Agreement (Column 1)	Agreement Period (Column 2)	Description (Column 3)	
Bellevue, Sarpy County	13-15-22 to 3-15-24	Animal Control Services with the Nebraska Humane Society	\$ 172,200.00
Bellevue, Sarpy County	10-1-22 to 9-30-25	IT Services	\$ 116,813.00
Bellevue, Sarpy County, Gretna, Papillion, LaVista, and Springfield	7-1-11 until terminated	800 MHZ System (E-911)	\$ -
Bellevue, Gretna, Papillion, LaVista, and Springfield	4-10-2017 until terminated	United Cities of Sarpy County. Interlocal Cooperation Agreement to promote common legislative interests.	\$ 9,014.80
Bellevue, Gretna, Papillion, LaVista, Springfield, Papio-Missouri River NRD & Sarpy County	7-1-2013 to 6-30-2019 7-1-2019 to 6-30-2025	Geographic Information System (GIS)	\$ 72,000.00
Sarpy County and City of Bellevue	7-28-14 until terminated	Cost sharing the professional services agreement with Burns & McDonnell & the software update & support services agreement with Azteca Systems for Cityworks Software	\$ -
Bellevue, Boys Town, Gretna, Lavista, Omaha, Papillion, Ralston, Sarpy County, Papio- Missouri NRD	7-1-14 to 6-30-19 7-1-19 to 6-30-24	Papillion Creek Watershed Partnership (Storm Water Management)	\$ 36,400.00
Bellevue, Papio-Missouri River Natural Resources District	6-26-2016 until terminated	Bellevue/Offutt Drainage Maintenance	\$ 60,000.00
Bellevue Public Schools	10-13-14 Apprv'd Continue Annually unless terminated by either party in writing by May 1st	Two School Resource Officers; one for Bellevue West High School and one for Bellevue East High School	\$ -
Cities of Papillion and Bellevue (Fire Departments)	12-30-09 to N/A	Purchase & Maintenance of records management hardware, software, training, travel & deployment	\$ -
Cities of Papillion and Bellevue (Fire Departments)	3-2-11 to N/A	Purchase & Maintenance of fax utility server for electronic patient care report project (ePCR)	\$ -
Douglas County Sheriff's Office	11/2014 - 11/19 1-19 to 11-30-24	Forensic Services	\$ -
Eastern Sarpy County Fire Protection District	7-23-12 to 7-22-17 and automatically renewed for 5 year terms	To provide fire and rescue services	\$ -
Southern Sarpy Watershed Partnership	7-1-2019 to 6-30-2024 and remain in effect until continuation agreement is adopted	Watershed fees from new development within the Southern Sarpy Watershed will be collected specifically for development of Southern Sarpy Watershed Management Plan & implementation	\$ 26,000.00
		Amount From Page 2 of 4	\$ 32,500.00
		Amount From Page 3 of 4	\$ 161,824.00
		Amount From Page 4 of 4	\$ 1,100,000.00

Total Amount used as Lid Exemption \$ 1,866,751.80 Page 1

REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS 2/4

REPORTING PERIOD JULY 1, 2022 THROUGH JUNE 30, 2023

City of Bellevue

SarpyCounty

SUBDIVISION NAME		COUNTY	Amount Used as Lid Exemption (Column 4)
Parties to Agreement (Column 1)	Agreement Period (Column 2)	Description (Column 3)	
LaVista, Omaha, Papillion, Ralston, Sarpy County, Douglas County, and State of Nebraska	4-28-97 to N/A	Extraterritorial Law Enforcement Authority	
Metro Area Planning Agency (MAPA), all Cities and Counties in Omaha Metropolitan Area	1-8-74 to N/A	Regional Council of Government	
Nebraska Community Energy (NCEA) South Sioux City, Bellevue, Nebraska City, Central City, Seward, Lexington, Gothenburg, Holdrege, Wayne	Amended & Restated June 2014 continuing for 60 years	Interlocal Agreement to receive grant funds for electric vehicles & electric charging stations	
Omaha	4-22-86 to 4-28-2011 Renewed 4-25-11 to 4-24-2036	Omaha Public Power District (OPPD) Franchise to provide electric distribution	
Omaha	10-31-73 to N/A	Metropolitan Area Transit (MAT)	
Omaha	5-29-12 to N/A	Crime Lab Services	
Omaha and Bellevue	7/20/21 Until terminated	Cost Sharing Harrison Street Project	
Omaha Fire Department	2-13-12 to N/A	Operational Response of Automatic Aid for Service Memorandum of Understanding for assistance in certain "zones"	
Omaha Public Schools	10-1-16 to 7-31-19 8-1- 19 to 6-1-2022 6-1-22 to 6-1-24	School Resource Officers for Bryan Middle & High Schools	
Papillion Fire Department	2-3-12 until terminated	Operational Response of Automatic Aid for Service Memorandum of Understanding for assistance in certain "zones" (Amended 9-22-14)	
Papillion, LaVista, and Bellevue	6-8-92 to N/A	Jurisdictional Boundries	
Papio- Missouri Natural Resource District (PMNRD)	11-01-00 to N/A	Bellevue Trail Management	
Papio-Missouri River Natural Resources District	5-14-12 for 50 years following completion of construction	Special Operations & Maintenance Agreement for city to maintain restrooms in Jewell Park & McCann Park (part of \$20,000 grant from PMRNRD)	
Eastern NE Clean Energy Assessment District; City of Omaha; Bellevue; Bellevue Clean Energy Assessment District	Initial term 10 yrs; Renewal of 5 yrs for 3 consecutive periods; 9-24-18 to 9-24-28	City of Omaha - Clean Energy Assessment Program	
Sarpy County, Bellevue, LaVista, and Papillion	5-1-22 to 4-30-23 5-1-23 to 4-30-24	Sharing of costs of ProPhoenix, an integrated Public Safety Software System (Law Records mgmt)	\$ 32,500.00
55th Wing, Offutt Air Force Base	1-19-21 to 6-19-26	Fire & emergency services during a pandemic or other State of Emergency	

REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS 3/4

REPORTING PERIOD JULY 1, 2022 THROUGH JUNE 30, 2023

City of Bellevue

SarpyCounty

SUBDIVISION NAME		COUNTY	Amount Used as Lid Exemption (Column 4)
Parties to Agreement (Column 1)	Agreement Period (Column 2)	Description (Column 3)	
Douglas County and Cooperating Agencies	7-21-20 to 7-21-25	Backup to other agencies & to grant authority beyond primary jurisdiction	
Papio-Missouri River Natural Resources District	1/14/13 with permanent duration	Missouri River Floodway Purchase Program for purchase of 1600 Bluff Street	
Papio-Missouri River Natural Resources District and Sarpy County	5-27-12 with permanent duration	Missouri River Floodway Purchase Program	
Plattsmouth	4-19-04 until terminated	South Metro SWAT Team services	
Sarpy County	1-27-09 Automatically renews for 3-year terms unless either party terminates	Agreement to charge and be billed by Sarpy County for use of landfill by Papillion Sanitation for trash service in the City of Bellevue	
Sarpy County	Apprv'd 8-27-12 Ongoing	Construction of a Wastewater System for Southeast Sarpy County (First Amended Agreement apprv'd 10-28-13)	
Sarpy County	1-1-17 to 12-31-36	Interlocal Lease for 911 Tower Sites	
Sarpy County	8-24-10 to N/A	Mutual Law Enforcement Assistant Agreement for Joint Jurisdiction Area to include Harlan Lewis Road and the Columban Fathers Property	
State of NE - Dept. of Roads	Annually 1-1-20 to 12-31-20 1-1-21 to 12-31-21 1-22 to 12-31-22	Highway 370 Maintenance Agreement	
Sarpy County, Papillion, LaVista, and Bellevue	4-1-19 to 3-31-22 4-1-22 to 3-31-24	Interlocal Agreement for Special Weapons, Tactics Teams and Crisis Negotiations	
Sarpy County, Bellevue, Springfield, LaVista, Gretna, Papillion	9-25-19 until terminated by mutual agreement	Contribution and Allocation of OPPD in lieu of taxes	
Papio Missouri River Resource District	1-21-2020 until terminated	Interlocal Agreement for placement of a permanent pumping station near the Offutt ditch	
Sarpy County and City of Bellevue	9-17-2019 to end of obligations of project	Cost Share Preliminary Design for 36th Street from 370N to Cornhusker - 50/50 Cost Share	\$ 125,000.00
Sarpy County and Cities	5-1-21 to 4-30-22 Yearly Automatic Renewal	Regarding jail facilities, prosecutorial functions, and other services	
Sarpy County and Cities Wastewater Agency / City of Bellevue	5-18-2021 until terminated	SCCWVA - Operation of Bellevue sewer services located within the Agency's jurisdiction	
Sarpy County	Ongoing	GIS& Aerial	\$ 36,824.00

Page 3 of 4 Total \$ 161,824.00

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13b.
8/15/2023

COUNCIL MEETING DATE: August 15, 2023		SUBMITTED BY: Tammi Palm, Planning Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to rezone Lot 1, Gregg Road Subdivision, being a platting of Tax Lots 2A and 3B, located in the Northwest 1/4 of Section 27, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska from AG to RG-20-PS, with site plan approval, for the purpose of multi-family residential development; preliminary plat Lot 1, Gregg Road Subdivision; and final plat Lot 1, Gregg Road Subdivision. Applicant: Gregg & 75, LLC. General Location: 1920 Gregg Road.

SYNOPSIS/BACKGROUND:

Willie Douglas, on behalf of Gregg & 75 LLC, is requesting a change of zone with site plan approval and to preliminary plat and final plat Lot 1 Gregg Road Subdivision, for the purpose of constructing a 156-unit multi-family residential development. This project will have 156 apartment units in six buildings with a mix of studio, one-, and two-bedroom units. Additionally, eight detached garage units are proposed. The applicant is also proposing a pool, dog run, gazebo, and a clubhouse (within one of the buildings) with a private fitness center, and community room with a kitchenette and coffee bar as amenities for residents. The intent of the requested RG-20 district is to permit moderately high-density development that are typical and compatible in the operation of apartment houses. The -PS zoning overlay allows for the construction of multiple buildings on one lot and to encourage the creative design of new living areas. Site plan approval is required with the -PS zoning overlay. This request is in conformance with the comprehensive plan.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and Planning Commission have recommended approval of this application.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Gregg & 75, LLC
CASE #'s: Z-2304-10, S-2304-06, S-2304-07
CITY COUNCIL HEARING DATE: September 5, 2023

REQUEST: to rezone Lot 1, Gregg Road Subdivision, from AG to RG-20-PS for the purpose of multi-family residential development with site plan approval; preliminary plat Lot 1, Gregg Road Subdivision; and final plat Lot 1, Gregg Road Subdivision.

On August 27, 2023, the City of Bellevue Planning Commission voted nine yes, zero no, zero absent and zero abstained:

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

VOTE:

Yes:	Nine:	No:	Zero:	Abstain:	Zero:	Absent:	Zero:
	Hankins						
	Jacobson						
	Sims						
	Taylor-Jones						
	Aerni						
	Ackley						
	Lasenburg						
	Bennett						
	Perrin						

Planning Commission Hearing (s) was held on: August 7, 2023

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2304-10
S-2304-06
S-2304-07

FOR HEARING OF:
REPORT #1: July 27, 2023
REPORT #2: September 5, 2023

I. GENERAL INFORMATION

A. APPLICANT:

Gregg & 75, LLC
Attn: Willie Douglas
21008 Cumberland Drive, Ste. 108
Elkhorn, NE 68022

B. PROPERTY OWNER:

Gregg & 75, LLC
Attn: Willie Douglas
21008 Cumberland Drive, Ste. 108
Elkhorn, NE 68022

C. GENERAL LOCATION:

1920 Gregg Road

D. LEGAL DESCRIPTION:

Lot 1, Gregg Road Subdivision, being a platting of Tax Lots 2A and 3B, located in the Northwest ¼ of Section 27, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lot 1, Gregg Road Subdivision, from AG to RG-20-PS with site plan approval.
2. Preliminary Plat Lot 1, Gregg Road Subdivision
3. Final Plat Lot 1, Gregg Road Subdivision

F. EXISTING ZONING AND LAND USE:

AG/Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain a change of zone and platting for the purpose of constructing a 156-unit multi-family residential development.

H. SIZE OF SITE:

The site is approximately 9.4 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is vacant and most recently used agriculturally.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Single Family Residential/Vacant, RD-60/BG
2. **East:** Highway 75 right-of-way
3. **South:** Commercial, BG
4. **West:** Multi-family residential, RG-28-PS

C. REVELANT CASE HISTORY:

1. On August 7, 2023, the Planning Commission recommended approval of a request to rezone Lot 1, Gregg Road Subdivision, being a platting of Tax Lots 2A and 3B, located in the Northwest ¼ of Section 27, T14N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to RG-20-PS, for the purpose of multi-family residential development with site plan approval; preliminary plat Lot 1, Gregg Road Subdivision; and final plat Lot 1, Gregg Road Subdivision.

D. APPLICABLE REGULATIONS:

1. Section 5.14, Zoning Ordinance, regarding RG-20 uses and requirements.
2. Section 5.17, Zoning Ordinance, regarding -PS Planned Subdivision uses and requirements.
3. Chapter 3, Subdivision Regulations, regarding Preliminary Plats.
4. Chapter 4, Subdivision Regulations, regarding Final Plats.

5. Chapter 7, Subdivision Regulations, regarding Capital Improvements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data information available for this area.
2. Access is proposed from Gregg Road.

D. UTILITIES:

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

E. ANALYSIS:

1. Willie Douglas, on behalf of Gregg & 75, LLC, has submitted a request for a rezoning for Lot 1, Gregg Road Subdivision, from AG to RG-20-PS for the purpose of a multi-family residential development.
2. In conjunction with the change of zone, the applicant is also requesting site plan approval for the apartment buildings, a preliminary plat, and a final plat.
3. The RG-20 zoning district is intended to permit moderately high-density development and uses that are typical and compatible in the operation of apartment houses.
4. The proposal consists of 156 units in six buildings. The buildings are a mix of studio, one-, and two-bedroom units. Additionally, eight detached garage structures are proposed.
5. The site plan shows 250 surface parking stalls for the development, in addition to 65 garage spaces, for a total of 315 parking spaces. The ordinance requires a minimum of 312 parking stalls.

6. The applicant is proposing a pool, dog run, gazebo, and a clubhouse (within one of the buildings) with a private fitness center, and community room with a kitchenette and coffee bar as amenities for its residents.

7. The landscape plan has been reviewed by staff and meets the minimum requirements of the zoning ordinance.

8. The proposed buildings will need to meet the requirements of Section 8.12, Zoning Ordinance, regarding design standards. Compliance for this will be reviewed at such time a building permit is submitted.

9. This application was sent out to the following departments for review: Public Works, Streets Department, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Public Works, Metropolitan Utilities District, Cox Cable, Black Hills Energy, Sarpy County GIS/911, OPPD, MAPA, Papio Missouri River NRD, 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, requested technical revisions to the site plan, civil exhibits, and drainage report. These comments have since been satisfied by the applicant's engineer.

Sarpy County Public Works requested technical revisions to the final plat. These comments have since been satisfied by the applicant's engineer.

No other comments were received on this case.

10. The Future Land Use Map of the Comprehensive Plan shows this area as multi-family residential.

11. This request is in conformance with the Comprehensive Plan and abuts existing multi-family residential to the west and commercial uses to the south. Given the existing development and infrastructure, this is an infill development opportunity for the city.

12. The developer will owe \$7,981.50 in park development fees prior to the filing of the final plat.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

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

VI. ATTACHMENTS TO REPORT

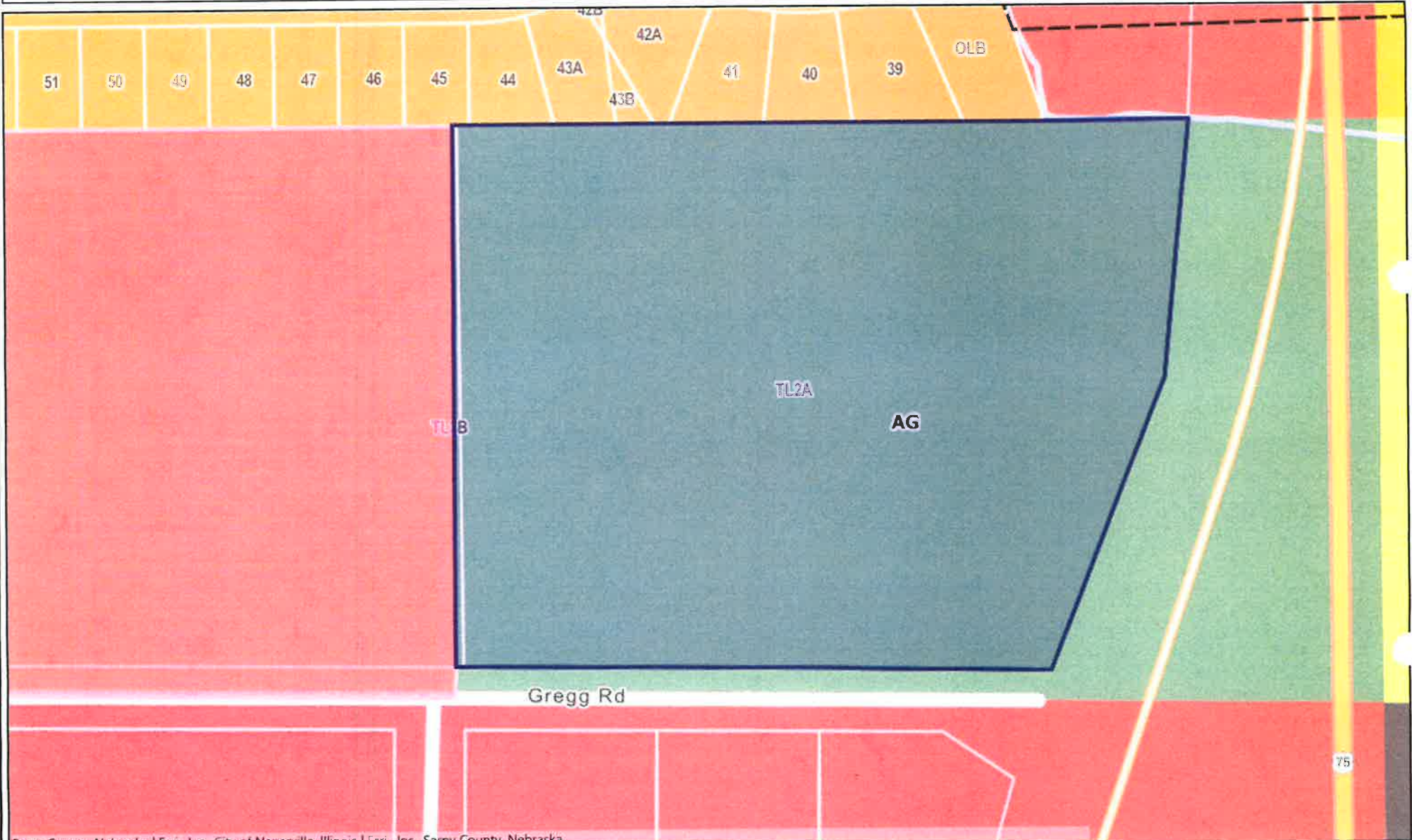
1. Vicinity map/Zoning Map
2. 2022 GIS aerial photo of the property
3. Letter from Jeff Stoll, E & A Consulting Group received June 12, 2023
4. Site Plan received July 12, 2023
5. Landscaping Plan received July 12, 2023
6. Preliminary Plat received June 12, 2023
7. Final Plat received June 12, 2023

VII. COPIES OF REPORT TO:

1. Gregg & 75, LLC
2. E & A Consulting Group, Inc.
3. Pansing Hogan Ernst & Bachman, LLP
4. Public Upon Request


Assistant Planning Manager

 08/08/23
Planning Director Date of Report



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



Map Scale 1: 2257

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

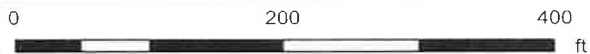


Notes





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



Map Scale 1: 2257

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



Notes





E & A CONSULTING GROUP, INC.

Engineering Answers

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

June 12, 2023

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

RECEIVED
JUN 12 2023
PLANNING DEPT.

RE: Lot 1, Gregg Road Subdivision - Planned Subdivision District Zoning Justification Letter
E&A File: P2022.348.001

Dear Tammi,

On behalf of our client, Willie Douglas, please allow this letter serve as the Planned Subdivision District justification letter per Section 5.17 of the City of Bellevue's Zoning Ordinance.

5.17.03(1): The proposed modification of the primary district regulations as to platting of lots and space limits will be in the public interest and in harmony with the purpose of this ordinance, and will not adversely affect nearby properties.

Response: This section of ground has a future land use designation of MFR, Multi-Family Residential. RG-20-PS zoning should fit within this designation and thus fits the proposed character of this portion of the City of Bellevue's extraterritorial jurisdiction and thusly shouldn't adversely affect neighboring properties. The neighboring property to the west holds an RG-28 zoning designation, the properties to the south of Lot 1 are commercial and the properties to the north and east are single family residential lots. A zoning designation of RG-20-PS would provide a zoning gradation between the commercial and lower density residential zones.

5.17.03 (2): The configuration, topography, vegetation, drainage, or other natural feature of the parcel is such that the normal lot arrangement would not be appropriate, and the natural state of the parcel can best be preserved by application of the Planned Subdivision District classification.

Response: The designation of the Planned Subdivision allows this development to better fit the topography and space limitations on this proposed property. Lot 1 has a natural grade of 12%. A normal lot arrangement would not be appropriate for a lot with this topography and therefore a Planned Subdivision District classification will allow for Bellevue's desired Multi Family Residential use of this property while permit the site's overall existing natural drainage rout to remain intact.

5.17.03 (3): The owner will utilize new and innovation planning methods to develop a subdivision of sound character and in the public interest, and the planned subdivision will be superior to a conventional subdivision.

Response: This development will utilize newer ideologies and planning methods in that it will allow for higher density living within walkable distance to nearby commercial amenities that are not typically or traditionally available within lower density developments. Community members within this development will be within walking distance of grocery and convenience stores, retail, restaurants, places of worship, banks, Bellevue High School, and other local amenities. This plan also allows for strong internal pedestrian circulation and access to amenities.

5.17.03 (4): The request for PS, Planned Subdivision District classification is not solely for purposes of convenience, profit, or caprice.

Response: We do not feel that the requested classification of Planned Subdivision District should be considered for the purposes of convenience, profit or caprice. The developer is creating a development that fits within the future land use designation set by the city of Bellevue. This development will allow for higher density near many of the city's amenities as well as provide for recreational needs of its residents on site such as community spaces, a pool, fitness area and green space that people in this market typically would not likely have access to if they lived in a lower density housing development.

If you have any questions regarding this justification letter, please contact me at 402-895-4700 or by email at jstoll@eacg.com.

Sincerely,
E & A Consulting Group, Inc.



Jeff Stoll
Platting Services Assistant Manager

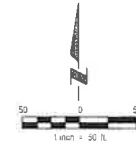
RECEIVED

JUL 12 2023

PLANNING DEPT.



VICINITY MAP



LEGEND

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EQUIPMENT
- SETBACK

RG-26-PS ZONING SETBACK TABLE (LOT 1)	
FRONT YARD	20
INTERIOR SIDE YARD	5
STREET SIDE YARD	10
REAR YARD	10
LOT WIDTH	40 MIN.
LOT AREA	2,000 SQ. FT. MIN.

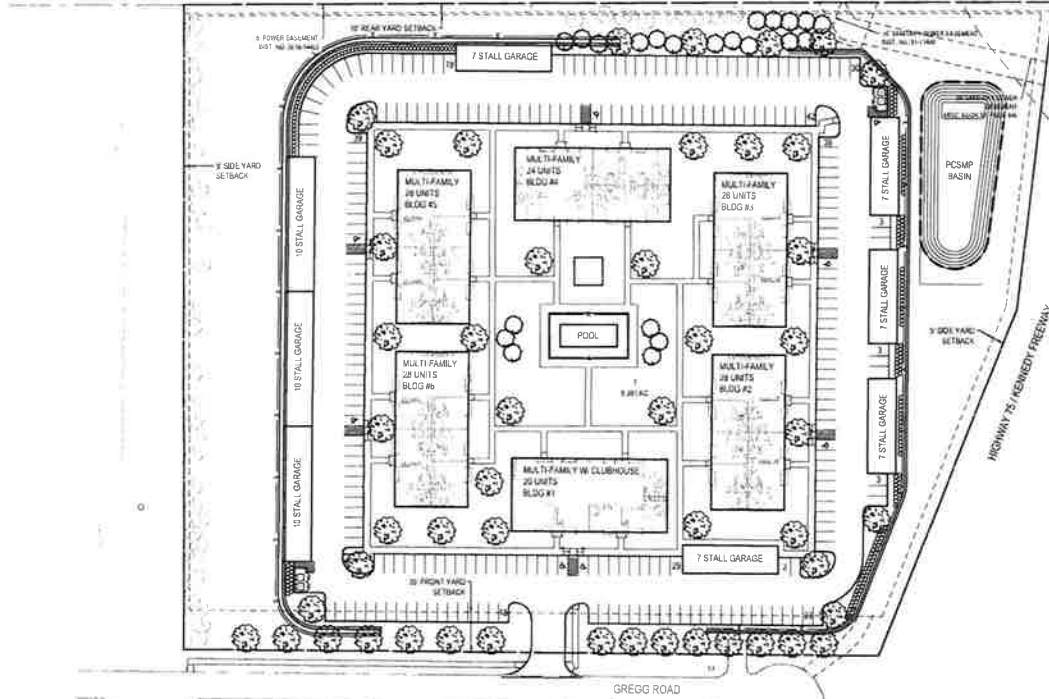
ZONING

EXISTING AG
PROPOSED RG-26-PS LOT 1

NOTES

- DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO KENNEDY FREEWAY FROM LOT 1
- TEMPORARY SURROUNDINGS WILL BE CONSTRUCTED AT ALL DEAD-END STREETS
- TYPICAL UTILITY BASINMENTS WILL BE DEDICATED WITH THE FINAL PLAN

PARKING SUMMARY	
SURFACE STALLS	250
DETACHED GARAGE STALLS	66
PROVIDED STALLS	316
REQUIRED STALLS	
72 STALLS / APPT UNIT	
156 UNITS TOTAL	312
REQUIRED ADA STALLS (301-400)	2
PROVIDED SURFACE ADA STALLS	7
PROVIDED GARAGE ADA STALLS	1
PROVIDED TOTAL ADA STALLS	8



E & A CONSULTING GROUP, INC.
 Engineering • Planning • Environmentals & Field Services
 3800 S. Main Street, Suite 100 • Omaha, NE 68104
 Phone: 402.935.4100 • Fax: 402.935.1299
 www.eandagroup.com



GREGG ROAD SUBDIVISION
 BELLEVUE, NEBRASKA

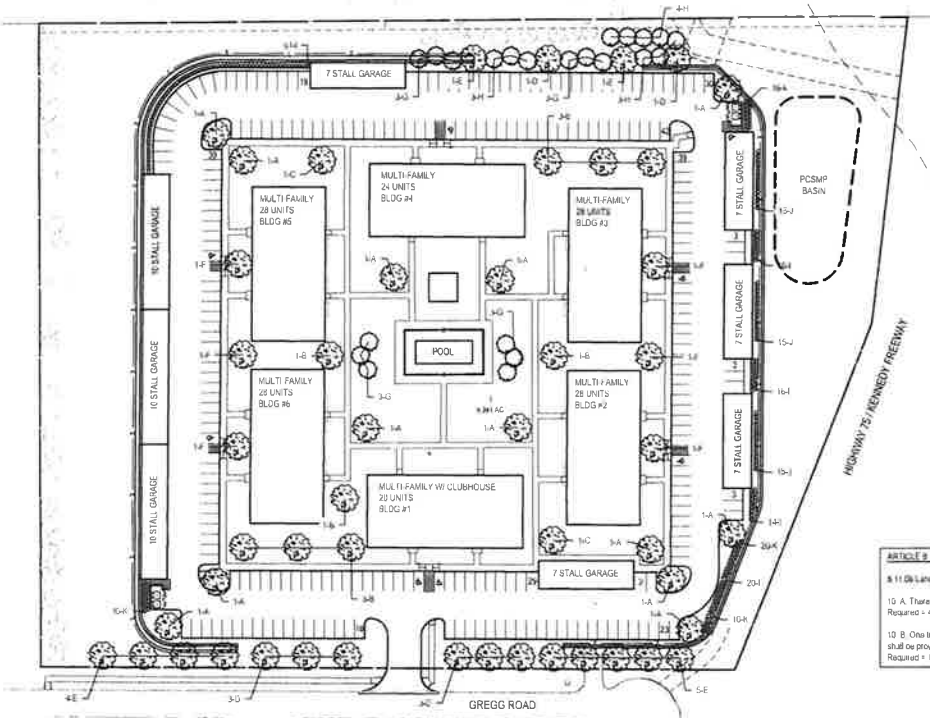
PLANNED SUBDIVISION
 SITE PLAN

Project No.	2022-248-01
Date	10/20/22
Drawn By	ME
Checked By	ME
Scale	AS SHOWN
Sheet No.	1 of 1

RELEASED BY: 11/14/2023 10:00 AM BY: 11/14/2023 10:00 AM

RECEIVED

JUL 12 2023

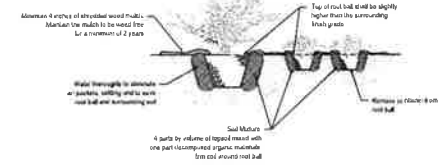


PLANT SCHEDULE

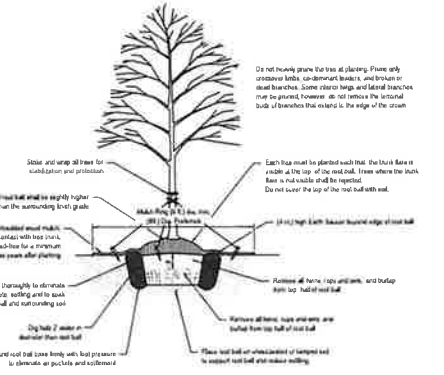
Table with columns: SYM, QTY, BOTANICAL NAME, COMMON NAME, SIZE, TYPE. Lists plants like Gladiolus, Acer, Quercus, Ginkgo, Picea, Juniperus, and Euonymus.

TREE NOTES: 1. Landscape contractor must coordinate with all utilities and general contractor to hold verify all utility locations... LEGEND: - Existing Trees to Remain (37).

ARTICLE 9 LANDSCAPING SCREENING AND FINISHING REGULATIONS 9.11 (b) Landscaping Design Criteria. 10 A. There shall be 19 square feet of landscape area per parking stall... 10 B. One tree which provides shade or is capable of providing shade at maturity shall be provided for every 300 square feet of paved landscape area.



SHRUB & PERENNIAL PLANTING DETAIL NOT TO SCALE



TREE PLANTING DETAIL - B & B TREE NOT TO SCALE

- LANDSCAPE NOTES: 1. Locate and verify the location of all underground utilities prior to the start of any construction... 2. All plant material shall be of good quality and sizes shall meet required purchase specifications... 3. All plants are to be watered immediately after planting and then watered once a week for a period of two months from time of planting...

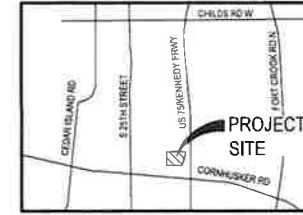
- SEEDING NOTES: 1. Seeding shall be Superficial (no topsoil) lateral spread seed to, use ammonia based fertilizer... 2. Mating shall be installed over all seeding areas... SODDING NOTES: 1. The contractor shall match the architect at least four (4) inches in advance of the time he intends to begin sodding...

E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services. GREGG ROAD SUBDIVISION BELLEVUE AREA. PLANNED SUBDIVISION LANDSCAPE PLAN. Includes project details and contact information.

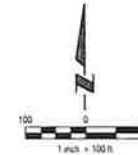
GREGG ROAD SUBDIVISION

LOT 1

A TRACT OF LAND BEING ALL OF TAX LOTS 2A AND 3B, SAID TAX LOTS LOCATED IN THE NE1/4 OF THE NW1/4 OF SECTION 27 TOWNSHIP 14 NORTH RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.



VICINITY MAP



LEGEND

NOTE: FOR REFERENCE ONLY, ITEMS DEPICTED IN LEGEND MAY NOT APPEAR ON PLANS.

- BOUNDARY LINE
- - - EASEMENTS
- ⊕ EXIST. SECTION CORNER
- ⊖ EXIST. SECTION CORNER
- - - EXIST. PROPERTY LINES
- - - EXIST. EASEMENTS
- SETBACK LINE
- ▭ BUILDING
- ⚡ POWER RISER
- ⚡ POWER POLE
- ⚡ GUY WIRE
- ⚡ LIGHT POLE
- ⚡ TELEPHONE RISER
- ⚡ CABLE TV RISER
- ⚡ FIRE HYDRANT
- ⚡ UTILITY VALVE (WATER)
- ⚡ MANHOLE
- ⚡ FLARED END SECTION (SIZE NOTED)
- ⚡ CURB INLET
- ⚡ UTILITY VALVE (GAS)
- ⚡ SIGN
- ⚡ FENCE LINE
- ⚡ GAS LINE
- ⚡ WATER LINE
- ⚡ POWER LINE (OVERHEAD)
- ⚡ POWER LINE (UNDERGROUND)
- ⚡ COMMUNICATION LINE (TELEPHONE, TV)
- ⚡ SANITARY SEWER LINE
- ⚡ STORM SEWER LINE
- ⚡ FIBER OPTICS LINE
- ⚡ DECIDUOUS TREE

RG-20-PS ZONING SETBACK TABLE (LOT 1)	
FRONT YARD	35'
INTERIOR SIDE YARD	8'
STREET SIDE YARD	10'
REAR YARD	10'

LEGAL DESCRIPTION

A TRACT OF LAND BEING ALL OF TAX LOTS 2A AND 3B, SAID TAX LOTS LOCATED IN THE NE1/4 OF THE NW1/4 OF SECTION 27, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

SAID TRACT OF LAND CONTAINS A TOTAL AREA OF 496.88 SQUARE FEET OR 0.021 ACRES, MORE OR LESS.

OWNER DEVELOPER

GREGG & FILL
2100 CUMBERLAND DRIVE, SUITE 108
ELKHORN, NE 68022

EXISTING

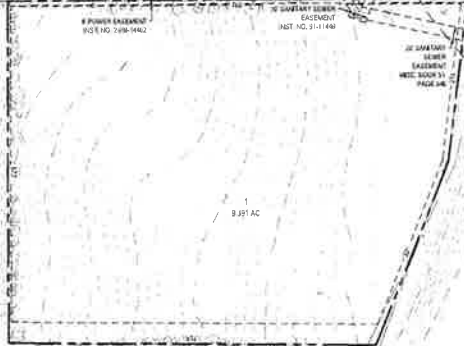
AD
PROPOSED: RG-20-PS, LOT 1

NOTES

1. DRIVE CT VEHICULAR ACCESS WILL NOT BE ALLOWED TO KENNEDY FREEWAY FROM LOT 1.
2. TEMPORARY TURNAROUNDS WILL BE CONSTRUCTED AT ALL DEADEND STREETS.
3. TYPICAL UTILITY EASEMENTS WILL BE DEDICATED WITH THE FINAL PLAN.

SECTION CORNER (S) 22.22 TO 0" W/14 IN 1981
NE 34.37 TO 0" W/14 IN 1981
E 23.72 TO 0" W/14 IN 1981
W/14 TO 0" W/14 IN 1981
NORTH EAST CORNER
OF THE NE1/4 OF THE NORTH OF
SEC. 27 T4W R13E
S&F ADJACENT

ZONE #
AREAS DETERMINED
TO BE OUTSIDE THE
EYNANKING CHANCE
FLOOD PLAIN



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JUN 12 2023
PLANNING DEPT.

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
10000 148th Street, Suite 1007, Omaha, NE 68154
Phone: 402-491-1100, Fax: 402-491-1101
www.eagroup.com



GREGG ROAD SUBDIVISION
LOT 1
BELLVIEW, NEBRASKA

PRELIMINARY PLAN

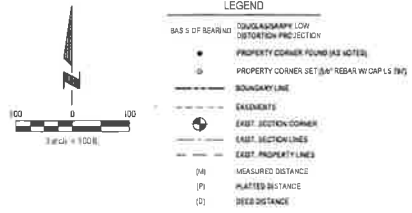
Project No.	2202020101
Date	6/12/2023
Designed By	AM
Drawn By	AM
Scale	1" = 50'
Sheet	1 of 1

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GREGG ROAD SUBDIVISION

LOT 1

A TRACT OF LAND BEING ALL OF TAX LOTS 2A AND 3B, SAID TAX LOTS LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 13 EAST OF THE 6TH P.M. SAPPY COUNTY, NEBRASKA.



SURVEYOR CERTIFICATION
 I, BRIAN L. NEVILL, NEBRASKA REGISTERED LAND SURVEYOR NO. 1767, SOLELY REGISTERED UNDER THE LAND SURVEYORS REGULATION ACT, DO HEREBY STATE THAT I HAVE PERFORMED A SURVEY OF THE LAND DEPICTED ON THE ACCOMPANYING PLAT THAT SAID PLAT IS A TRUE DELINEATION OF SAID SURVEY PERFORMED PERSONALLY FOR UNLESS BY DIRECT SUPERVISION, THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS MARKERS AS SHOWN AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND IN ACCORDANCE WITH THE LAND SURVEYORS REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY.

LEGAL DESCRIPTION
 A TRACT OF LAND BEING ALL OF TAX LOTS 2A AND 3B SAID TAX LOTS LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 13 EAST OF THE 6TH P.M. SAPPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHWEST CORNER OF SAID NE 1/4 OF THE NW 1/4 OF SECTION 27, THENCE S 87° 15' 10" W ALONG BEARING BEING DOUGLASS RAMP LOW DIRECTION INDICATION ALONG THE NORTH LINE OF SAID NE 1/4 OF THE NW 1/4 OF SECTION 27, A DISTANCE OF 411.13 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF KENNEDY FREEWAY, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 2, BONAFC ADDITION, A SUBDIVISION LOCATED IN THE SW 1/4 OF SECTION 27, SAID TOWNSHIP 18 NORTH, RANGE 13 EAST, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID TAX LOT 2A, SAID POINT ALSO BEING THE POINT OF BEGINNING, THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF KENNEDY FREEWAY ON THE FOLLOWING (2) COURSES: (1) THENCE S 87° 15' 10" W BY A DISTANCE OF 174.11 FEET, (2) THENCE S 27° 16' 00" W BY A DISTANCE OF 331.11 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE OF KENNEDY FREEWAY AND THE NORTHEASTLY RIGHT-OF-WAY LINE OF GREGG ROAD, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TAX LOT 2A, THENCE N 87° 15' 10" W ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF GREGG ROAD, A DISTANCE OF 411.13 FEET TO THE NORTHWEST CORNER OF SAID TAX LOT 1B, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 1, GREGG COURT, A SUBDIVISION LOCATED IN SAID NW 1/4 OF SECTION 27, THENCE N 87° 15' 10" W ALONG THE EASTERLY LINE OF SAID TAX LOT 1B, A DISTANCE OF 427.88 FEET TO THE NORTHWEST CORNER OF SAID TAX LOT 1A, ALSO BEING THE NORTHWEST CORNER OF SAID LOT 1, GREGG COURT, ALSO BEING ON SAID NORTH LINE OF THE NW 1/4 OF SECTION 27, ALSO BEING THE SOUTHWEST CORNER OF SAID NE 1/4 OF SECTION 27, A SUBDIVISION LOCATED IN SAID SW 1/4 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 13 EAST, THENCE N 87° 15' 10" W ALONG SAID NORTH LINE OF THE NW 1/4 OF SECTION 27, SAID LINE ALSO BEING SAID SOUTH LINE OF SAID GREEN WOODS, ALSO BEING THE SOUTH LINE OF SAID LOT 2, BONAFC ADDITION, A DISTANCE OF 146.43 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS A TOTAL AREA OF 268.94 SQUARE FEET OR 0.21 ACRES, MORE OR LESS.

DEED CERTIFICATE
 KNOW ALL MEN BY THESE PRESENTS THAT WE, GREGG & P, L.L.C., OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYORS CERTIFICATION AND ENCOMPASSED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE MARKETED AS SHOWN, SAID SUBDIVISION TO BE HEREINAFTER KNOWN AS GREGG ROAD SUBDIVISION, LOTS TO BE MARKETED AS SHOWN, AND WE DO HEREBY RATIFY AND APPROVE OF THE SUBDIVISION OF SAID PROPERTY AS SHOWN ON THIS PLAT, AND WE DO HEREBY GRANT UNLIMITED AS SHOWN ON THIS PLAT, WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE DRAIN PUBLIC POWER DISTRICT (DPPD), DICE COMMUNICATIONS, AND CITY OF BELLEVUE ACROSS THE 10' 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 TERMS EXTERIOR LOTS IS HEREBY DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ADDITION. THE SIXTEEN FOOT WIDE EASEMENT MAY BE REDUCED TO EIGHT (8) FEET WHERE THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED. THE SUBDIVIDER SHALL GRANT PERPETUAL EASEMENTS TO AUTHORITY HAS JURISDICTION TO INSTALL 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 CALL AND WATER ON, THROUGH, UNDER AND ABOVE A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL STREET FRONTAGE OF ALL LOTS, NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN SAID EASEMENT STRIPS, BUT THE SAME MAY BE USED FOR GARAGES, DRIVEL, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEM OR LATER INTERFERE WITH THE APPROVED OR RIGHTS HEREIN GRANTED.

GREGG & P, L.L.C.

WILLIAM J. DOUGLAS, MANAGER DATE _____

ACKNOWLEDGMENT OF NOTARY
 STATE OF NEBRASKA
 COUNTY OF _____
 ON THIS _____ DAY OF _____, 2023, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAUSE WILLIAM J. DOUGLAS, MANAGER OF GREGG & P, L.L.C., WHO IS PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEED CERTIFICATE ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE HIS VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC _____

COUNTY TREASURER'S CERTIFICATE
 THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND ENCOMPASSED IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

COUNTY TREASURER DATE _____

NOTES
 1. DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO USE EASTWARDLY FREEWAY FRONT LOTS
 2. ALL DIMENSIONS SHOWN ON THIS DRAWING ARE FOR THE LOCATION OF EASEMENTS. REFER TO THE FINAL SUBDIVISION RECORDED DOCUMENT FOR THE OFFICIAL LOCATION.

THIS _____ DAY OF _____, 2023.

COUNTY SURVEYOR / ENGINEER _____

BELLEVUE CITY COUNCIL APPROVAL
 THIS PLAT OF GREGG ROAD SUBDIVISION LOTS NUMBERED AS SHOWN WAS APPROVED BY THE CITY COUNCIL OF BELLEVUE ON THIS _____ DAY OF _____, 2023, APPROVAL OF THIS FINAL PLAT SHALL BECOME FINAL AND VOID UNLESS OTHERWISE PROVIDED BY THE CITY COUNCIL. APPROVING IF THIS FINAL PLAT IS NOT FILED WITH THE REGISTER OF DEEDS AS PROVIDED BY SECTION 4-10 OF THE CITY OF BELLEVUE SUBDIVISION REGULATIONS.

W/CHOR _____

ATTEST _____

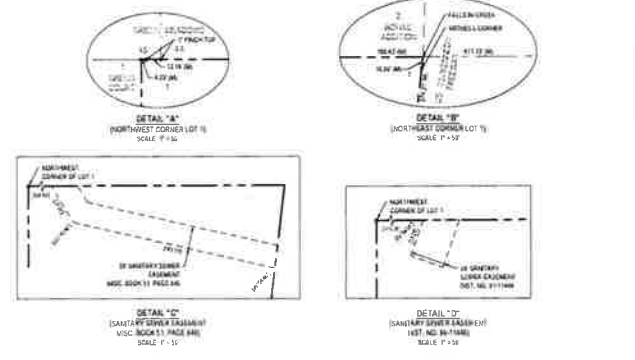
APPROVAL OF BELLEVUE CITY PLANNING COMMISSION
 THIS PLAT OF GREGG ROAD SUBDIVISION LOTS NUMBERED AS SHOWN WAS APPROVED BY THE BELLEVUE CITY PLANNING COMMISSION.

CHAIRMAN OF CITY PLANNING COMMISSION DATE _____

SEAL BY SAPPY COUNTY PLANS DIVISION
 THIS PLAT ON GREGG ROAD SUBDIVISION WAS REVIEWED BY THE SAPPY COUNTY SURVEYORS OFFICE.

THIS _____ DAY OF _____, 2023.

COUNTY SURVEYOR / ENGINEER _____



RO-20PS ZONING SETBACK TABLE (LOT 1)

FRONT YARD	REAR
15 FEET	10 FEET
15 FEET	10 FEET
15 FEET	10 FEET
15 FEET	10 FEET

RECEIVED
 JUN 12 2023
 PLANNING DEPT.

E & A CONSULTING GROUP, INC.
 Engineering • Planning • Environmental & Field Services
 1830 N. 10TH ST., SUITE 200, LINCOLN, NE 68502
 Phone: 402.333.8338 Fax: 402.333.8398
 www.eandagroup.com
 Brian L. Nevill, Registered Professional Engineer



GREGG ROAD SUBDIVISION
 LOT 1
 BELLEVUE, NEBRASKA

FINAL PLAT

Drawn By	Checked By	Reviewed By

ORDINANCE NO. 4128

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 3619 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 1920 GREGG ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lot 1, Gregg Road Subdivision, being a platting of Tax Lot 2A, and 3B, all located in the Northwest ¼ of Section 27, T14N, R13E of the 6th P.M., Sarpy County, Nebraska

From AG (Agricultural District) to RG-20-PS (General Residential – 2,000 Square Foot Zone – Planned Subdivision)

(Gregg & 75, LLC)

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

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

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

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

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: August 15, 2023		SUBMITTED BY: Tammi Palm, Planning Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to rezone Lots 1 through 4, and Outlots A through E, Cardinal Commons, being a replat of Lots 7 and 8, Old Orchard Place, from AG to RG-28-PS for the purpose of senior housing; and preliminary plat Lots 1 through 3, and Outlots A through D, Cardinal Commons Addition. Applicant: Excel Development Group. General Location: S. 13th St. and Kasper St.

SYNOPSIS/BACKGROUND:

Connor Menard, on behalf of Excel Development Group, is requesting a change of zone with site plan approval and to preliminary plat and final plat Lots 1 through 4, and Outlots A through E, Cardinal Commons Addition, for the purpose of an affordable senior housing project. This project will have 31 duplexes consisting of 62 units of affordable senior (55+) housing as well as a community building. The intent of the requested RG-28 district is to permit medium-density, low-rise development that will be compatible when located near and among lower density types of housing. The -PS zoning overlay allows for the construction of multiple buildings on one lot and to encourage the creative design of new living areas. Site plan approval is required with the -PS zoning overlay. This request is in conformance with the Comprehensive Plan.

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

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:

The Planning Department and Planning Commission have recommended approval of this application.

ATTACHMENTS:

1. Planning Commission Recommendation Sheet	2. Staff Report	3. Rezoning Ordinance No. 4129
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

Aimee Bortolotta

FINANCE APPROVAL AS TO FORM:

[Signature]

ADMINISTRATOR APPROVAL AS TO FORM:

[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Excel Development Group

CASE #'s: Z-2305-11, S-2305-08

CITY COUNCIL HEARING DATE: September 5, 2023

REQUEST: to rezone Lots 1 through 4, and Outlots A through E, Cardinal Commons Addition, being a replat of Lots 7 and 8, Old Orchard Place, from AG to RG-28-PS for the purpose of senior housing; and preliminary plat Lots 1 through 3, and Outlots A through D, Cardinal Commons Addition.

On August 7, 2023, the City of Bellevue Planning Commission voted nine yes, zero no, zero absent and zero abstained:

APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, Comprehensive Plan, and lack of perceived negative impact upon the surrounding area; APPROVAL contingent upon satisfaction of the technical deficiencies prior to this case moving forward to the City Council.

VOTE:

Yes:	Nine:	No:	Zero:	Abstain:	Zero:	Absent:	Zero:
	Hankins						
	Jacobson						
	Sims						
	Taylor-Jones						
	Aerni						
	Ackley						
	Lasenburg						
	Bennett						
	Perrin						

Planning Commission Hearing (s) was held on: August 7, 2023

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2305-11
S-2305-08

FOR HEARING OF:
REPORT #1: July 27, 2023
REPORT #2: September 5, 2023

I. GENERAL INFORMATION

A. APPLICANT:

Excel Development Group
Attn: Connor Menard
8551 Lexington Avenue
Lincoln, NE 68505

B. PROPERTY OWNER:

Muriel L Hagmann Trustee
Attn: Linda Lee
1012 Kasper Street
Bellevue, NE 68147

C. GENERAL LOCATION:

South 13th Street and Kasper Street

D. LEGAL DESCRIPTION:

Lots 1 through 4, and Outlots A through E, Cardinal Commons, being a replat of Lots 7 and 8, Old Orchard Place, located in the Southeast ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lots 1 through 4, and Outlots A through E, Cardinal Commons, from AG to RG-28-PS, with site plan approval.
2. Preliminary Plat Lots 1 through 4, and Outlots A through E, Cardinal Commons

F. EXISTING ZONING AND LAND USE:

AG/Single Family Residential

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain a change of zone and preliminary plat for the construction of an affordable senior housing development.

H. SIZE OF SITE:

The site is approximately 11 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently developed with a single-family residence constructed in 1928, along with several outbuildings. Additionally, there is a telecommunications tower in the northwest corner of the development.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Single-Family Residential, RG-50
2. **East:** Multi-Family Residential and Industrial/RG-20 and ML
3. **South:** Agriculture and Single-Family Residential/Vacant and RS-120
4. **West:** Single Family Residential, RS-72 and AG

C. REVELANT CASE HISTORY:

1. On July 18, 2023, the City Council approved a redevelopment plan for Lots 7 and 8, Old Orchard Place, for the purpose of an affordable senior housing development.
2. On August 7, 2023, the Planning Commission recommended approval for a request to rezone Lots 1 through 4, and Outlots A through E, Cardinal Commons, being a replat of Lots 7 and 8, Old Orchard Place, located in the Southeast ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to RG-28-PS, for the purpose of an affordable senior housing development; and preliminary plat Lots 1 through 4, and Outlots A through E, Cardinal Commons.

D. APPLICABLE REGULATIONS:

1. Chapter 3, Subdivision Regulations, regarding Preliminary Plats.
2. Chapter 7, Subdivision Regulations, regarding Capital Improvements.

3. Section 5.13, Zoning Ordinance, regarding RG-28 uses and requirements.
4. Section 5.17, Zoning Ordinance, regarding -PS Planned Subdivision, uses and requirements.

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. Access is proposed from a private drive (Hagmann Plaza) which will connect to South 13th Street as well as Kasper Street.

D. UTILITIES:

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

E. ANALYSIS:

1. Connor Menard, on behalf of Excel Development Group, has submitted a request for a rezoning for Lots 1 through 4, and Outlots A through E, Cardinal Commons Addition, from AG to RG-28-PS, for the purpose of an affordable senior housing project.
2. In conjunction with the change of zone, the applicant is also requesting site plan approval, a preliminary plat, and a final plat.
3. The RG-28 zoning district is intended to permit low rise, medium density development that will be compatible when located near and among lower density types of housing, including single-family and two-family on small lots.
4. This project will have 31 duplexes consisting of 62 units of affordable senior housing (55+), as well as a community building.

The development is planned in two phases with 18 duplexes and the community building in phase one, and 13 duplexes in phase two.

5. The applicant is proposing a community building with a kitchen, a community use space for residents, and a storm shelter. The community building will be constructed with phase 1. A community garden is also planned for the second phase of the development.

6. The property is currently designated as blighted and substandard. The applicant is currently pursuing Tax Increment Financing (TIF) for the project.

7. The applicant is proposing private streets and infrastructure for this project. As such, the developer will maintain once constructed.

8. This application was sent out to the following departments for review: Public Works, Streets Department, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Public Works, Metropolitan Utilities District, Cox Cable, Black Hills Energy, Sarpy County GIS/911, OPPD, MAPA, Papio Missouri River NRD, 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, requested technical revisions to the plat, civil exhibits, and drainage report. All comments pertaining to the plat, civil exhibits, and drainage report have since been satisfied by the applicant's engineer.

Sarpy County GIS/911 requested revisions to the private street names. The street names have since been revised.

Don Gifford, Bellevue Fire Department, commented on the placement of fire hydrants. The developer is aware of this comment and has stated they will comply.

No other comments were received on this case.

9. The city is allocating funds to overlay Kasper Street. This will be a temporary fix, likely lasting seven to ten years. Long-term improvements will be necessary in the near future. A Memorandum of Understanding (MOU) and/or interlocal agreement between the developer and city will need to be determined with the final plat. The developer is aware of this and has been in discussions with the city.

10. There is an existing telecommunications tower located on Proposed Lot 4. This tower and leasing area will remain as-is. The purpose of Outlot A is to allow for the proper tower setback from the residences. The circle on the plat depicts the setback area for the tower. The proposed duplexes are shown outside of this area.

11. The Future Land Use Map of the Comprehensive Plan shows this area as medium density residential. This request is in conformance with the Comprehensive Plan.

12. The applicant has submitted a Subdivision Agreement, which is being reviewed by the City Attorney. The Subdivision Agreement will be approved with the final plat.

13. This request is in conformance with the Comprehensive Plan. The requested zoning is compatible with the adjacent neighborhoods and provides a transition between the industrial and multi-family residential development to the east and the single-family residential areas to the west. This will also provide an opportunity for infill development and development of a blighted and substandard area.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, Comprehensive Plan, and lack of perceived negative impact to the surrounding area; APPROVAL contingent upon satisfaction of the technical deficiencies prior to this case moving forward to the City Council.

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, Comprehensive Plan, and 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. Zoning Justification received July 17, 2023.
4. Preliminary plat received July 17, 2023
5. Site plan received July 17, 2023

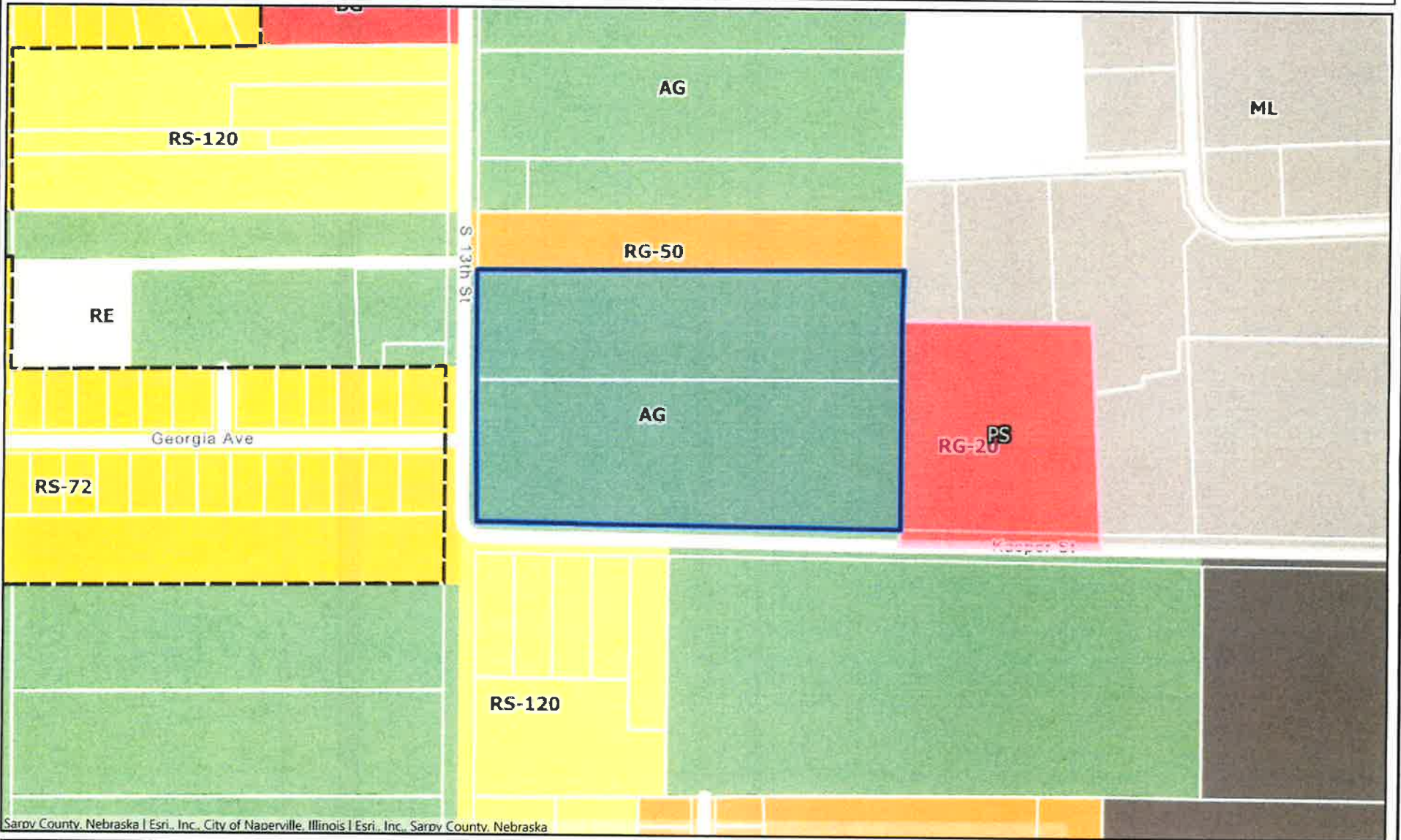
VII. COPIES OF REPORT TO:

1. Excel Development Group
2. REGA Engineering
3. Cline Williams
4. Public Upon Request


Assistant Planning Manager


Planning Director


Date of Report



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



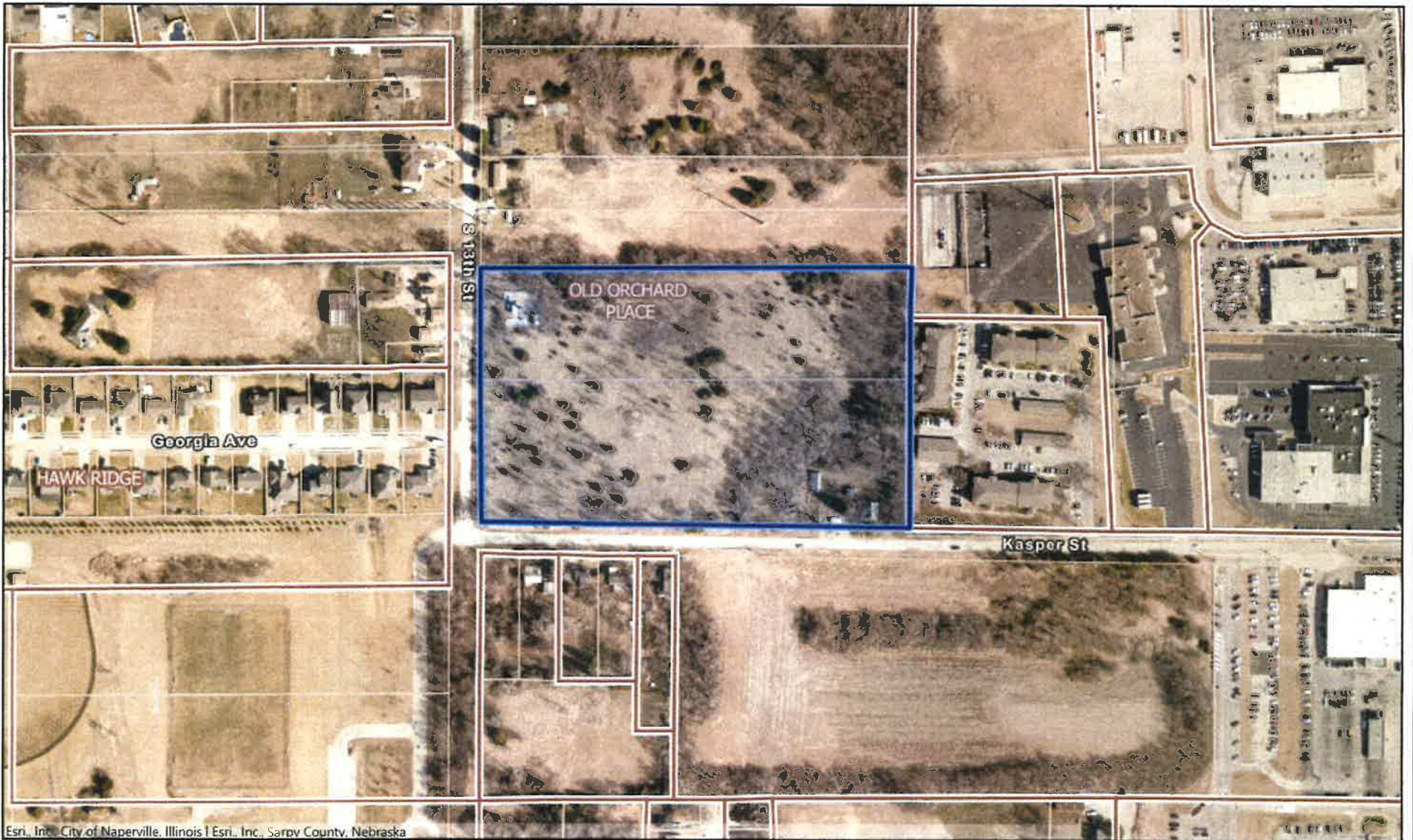
Map Scale 1: 4514

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



Notes





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



Map Scale 1: 4514

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



Notes



JUSTIFICATION FOR REZONING
FOR
CARDINAL COMMONS I & II

LOTS 7 AND 8, OLD ORCHARD PLACE ADDITION
BELLEVUE, NEBRASKA
SUBMITTED: June 23, 2023

Submitted to:
Chairman and Members of the Planning Board

Submitted by:

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

Contact: Connor Menard
402-219-3943
connor@exceldg.com

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JUL 17 2023
PLANNING DEPT.

Project Background:

The projects sites are generally located at the Northeast corner of the intersection of South 13th Street and Kasper Street. The project site presently consists of portions of Lots 7 and 8, Old Orchard Place Addition, City of Bellevue, Sarpy County Nebraska, and is approximately 11.3 acres.

Once completed the developments will offer 62 new duplex units for rental to tenant's 55 and older with 80% of the units having incomes below 60% of the applicable medium income. The project will support the continued growth and housing needs of the Bellevue community.

The City of Bellevue was one of the hardest hit areas from the record breaking 2019 floods. The first phase of Cardinal Commons I was awarded \$2 million in Community Development Block Grant Disaster Recovery (CDBG-DR) funds to add much needed affordable housing in Bellevue and to increase community resiliency in the face of future natural disasters by adding affordable housing in non-flood zone areas of Bellevue.

According to the Sarpy County & Communities, Nebraska County-Wide Housing Study with Strategies for Housing Affordability findings a majority of the 399 lost housing units in Sarpy County due to the 2019 disaster, an estimated 340 units, were in areas occupied by low- to moderate-income individuals and families. This includes an estimated 200 manufactured, modular and mobile homes in the City of Bellevue. At least 278 rental units are recommended for very low and low-income Sarpy County households by 2025. An estimated 154 rental housing units should be designated for seniors in the City of Bellevue.

The Bellevue Affordable Housing Action Plan shows a need for 104 affordable housing units for seniors (55+) and a need for 165 affordable housing units for seniors (55+) by 2032. This residential development conforms to the general plan for the City as a whole because it is consistent with the residential uses east and south of the project site. Additionally, the project furthers the City's goal of adding residential development to the area in a manner that is economically feasible.

Redevelopment of this site is anticipated to begin in 2023. It is anticipated that the construction of the first phase of the 18 duplexes consisting of 36 units of affordable senior housing and a separate community building for this project will be completed in 2024. The second phase is anticipated to start construction in 2024 with 13 duplexes consisting of 26 units of affordable senior housing and various other amenities to be completed in 2025.

Existing Land Use and Conditions of the Redevelopment Site:

The project site is currently zoned as AG – Agriculture.

Lots 7 and 8, Old Orchard Place Addition, are currently owned by Muriel Hagmann, Trustee of the Muriel Hagmann Family Trust. Excel Development Group has a binding contract to purchase this property upon the approval of the final plat by the City of Bellevue.

The project site is currently used as a residence with an adjoining acreage. The residence is a single-family house that is 94 years old. There is also a horse barn, pole barn, and tool shed. All of these structures are more than 40 years old and are in a deteriorated condition.

The project site has been declared to be blighted and substandard by the City of Bellevue pursuant to the standards of the Community Development Law, Neb. Rev. Stat. § 18-2101, et. seq. Redevelopment of the property will support the City of Bellevue's elimination of blighted and substandard areas within its boundaries as well as provide needed additional housing in the City.

Proposed Use and Project Details:

The project is proposed to be rezoned to RG-28-PS from the existing AG –Agricultural. To the north of the site is an OPPD Electrical line zoned RG-50 - General Residence. To the west of the site are single-family homes zoned Zoning District: RS-72 - Single Family Residence. To the south of site are single-family acreages zoned RS-120 - Single Family Residence as well as a site for a future Habitat for Humanity project currently zoned AG – Agriculture. To the east of the project is an apartment complex zoned RG-20 - General Residence.

The Preliminary Plat is attached as Exhibit B - Preliminary Plat. The project site for phase I will be the land designated as portions of Lots 1, 2, and Outlot B and all of Outlot C, Cardinal Commons Preliminary Plat. The project site for phase II will be the land designated as portions of Lots 1, 2 & Outlot B as well as all of Lot 3 and Outlot A, D, & E on the Cardinal Commons Preliminary Plat. Lot 4 on the Cardinal Commons Preliminary Plat is where the current cell tower is located and will remain owned by the current owner.

The Applicant proposes to construct a total of 31 duplexes consisting of 62 units of affordable senior housing known as Cardinal Commons I & II. Each unit will have 2 bedrooms and 1 bathroom, and have approximately 1,034 square feet living area, 53 SF storage area, 292 SF single-car garage, total of 1,379 SF. The Applicant will also construct a 2,052 square foot community center which will have a kitchen, a community use space for residents, and a storm shelter. A community garden will be built in the second phase.

Recreational needs of the development will be met with the duplexes offering sidewalks for people to walk through the development. residents will have front and rear patios that will connect to their yards to use for various activities. A community building with a kitchen, a community use space for residents, and a storm shelter will be provided for residents for monthly potlucks and for residents to rent out for birthday parties, card nights, etc. A community garden will be built in the second phase of the development.

The residential structures will be built by a contractor selected by the Applicant. The architectural plans are being designed by Architectural Design Associates (ADA). Engineering services are provided by REGA Engineering.

Applicant anticipates beginning grading and construction of necessary infrastructure in 2023, and anticipates completing the construction of both phases in 2025.

Applicant will operate the project as an affordable senior rental project for with at least one qualifying tenant living in the unit being aged 55 or older. The Applicant has received an allocation of federal and state low-income housing tax credits from the Nebraska Investment Finance Authority (“NIFA”). The project will be subject to a Land Use and Restriction Agreement with NIFA that will require 40% of the units to have overall rents affordable at or below 60% of the applicable median income for a period of 45 years.

Parking Plan for Proposed Project:

Each residence will have an attached garage and driveway available for parking. There will be parking along the roads within the development as well. There will be a parking lot available for the community building.

Access to the Development by Phase

Phase I of Cardinal Commons will have access from Kasper Street from the south and from S 13th Street from the west. All of Hagmann Plz and S 9th Ct will be constructed during the first phase of the development, which will connect Kasper St to S 13th St.

Phase II of Cardinal Commons will have access from S 13th Street to the west and Kasper Street to the south which goes through phase I of the development. Will look to use S 13th St as construction entrance for phase II.

Conclusion

Rezoning the project site from AG – Agriculture to RG-28-PS will provide a huge economic and social benefit to the City of Bellevue by allowing the Cardinal Commons I & II projects to move forward. It will help address the needs for more high-quality affordable housing for seniors found in both the Bellevue Affordable Housing Action Plan and the Sarpy County Housing Study. It will also increase the communities resiliency in the face of future natural disasters by adding affordable housing in non-flood zone areas of Bellevue. Adding duplexes helps bring missing middle housing to the area and fits right in between the apartment complex to the east and the single-family homes to the west. In conclusion, our seniors deserve a high-quality affordable place to call home and that’s what Cardinal Commons I & II will provide.

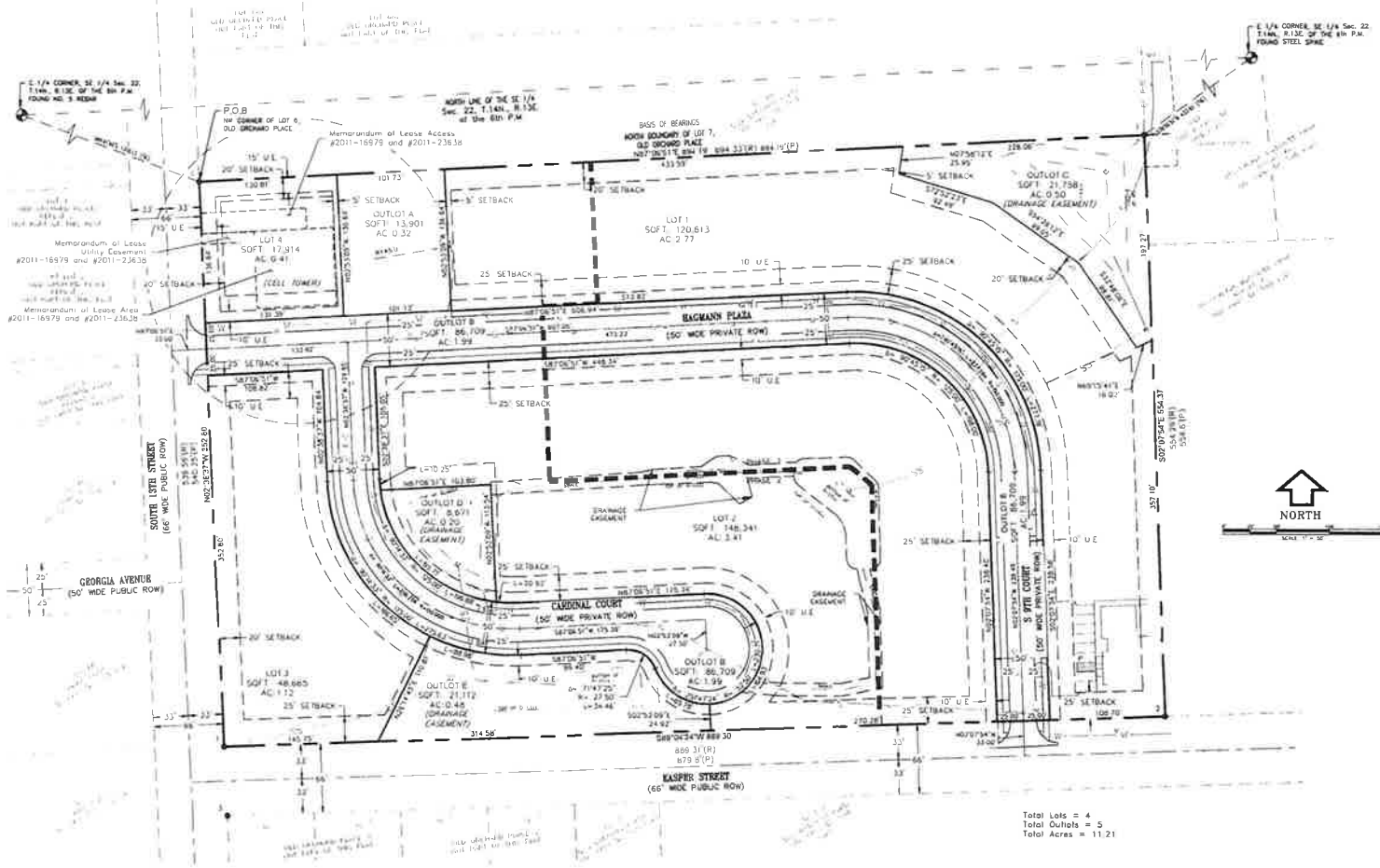
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JUL 17 2023

CARDINAL COMMONS PRELIMINARY PLAT

LOCATED IN THE SE 1/4 OF SEC. 22, T.14N., R.13E. OF THE 6TH P.M., SARPY COUNTY, NEBRASKA

- SHEET LEGEND:**
- 1 COVER & PROPOSED LAYOUT
 - 2 PROPOSED GRADING
 - 3 PROPOSED UTILITIES
 - 4 STREET PROFILE (MAGNANN PL. & S 9TH ST)
 - 5 STREET PROFILE (CARDINAL CT.)
 - 6 EROSION / SEDIMENT CONTROL



ZONING INFORMATION
CURRENT ZONING: O1 - SINGLE FAMILY
FUTURE ZONING: RC - 28

BUILDING SETBACK RESTRICTIONS
FRONT YARD - 25 FEET
SIDE YARD - 5 FEET
REAR YARD - 20 FEET

OWNER/DEVELOPER:
EXCEL DEVELOPMENT GROUP
8551 Leaverton Avenue
Lincoln, NE 68505

SURVEYOR:
LYLE L. LOTH
REGA ENGINEERING GROUP, INC.
601 OLD CHENEY RD, SUITE 'A'
LINCOLN, NE 68512 (402) 484-7342

ENGINEER:
NATHANIEL P. BURNETT
REGA ENGINEERING GROUP, INC.
601 OLD CHENEY RD, SUITE 'A'
LINCOLN, NE 68512 (402) 484-7342

Section Corner Ties
E 1/4 Corner of Sec. 22, T.14N., R.13E.
Fwd. SURVEY MARK: Steel Spike in Asphalt
WSW 44.53' Fwd. D.I.H. nails on East Rim of Manhole
WNW 50.91' Fwd. Nail into Weather on Top of Curb
NW 66.00' Fwd. Nail into Weather on Top of Curb

C 1/4 Corner of Sec. 22, T.14N., R.13E.
Fwd. No. 5 Rebar
N 48.20' Fwd. 2" Open Top pipe
S 40.52' Fwd. 1/2" Rebar
SW 37.11' Fwd. 1/2" Nails in East Face of P.P. 1.5' to S.A.G.

Total Lots = 4
Total Outlets = 5
Total Acres = 11.21

MONUMENT SYMBOL LEGEND

- 1 FOUND CAPPED REBAR WITH 1-1/4" PLASTIC CAP STAMPED 'S 478'
 - 2 FOUND 1-1/2" PIPE
 - 3 FOUND 1" PINCHED PIPE
- (R) RECORD PER W.D. #07-038
(P) RECORD PER OLD ORCHARD PLACE
NOTE: OUTLET B IS AN ACCESS EASEMENT IN ITS ENTIRETY.

GENERAL NOTES

1. OUTLET B WILL BE A COMMON INGRESS-EGRESS EASEMENT IN ITS ENTIRETY.
2. LOTS 1, 2 AND 3 DO NOT HAVE DIRECT PHYSICAL ACCESS TO KASPER STREET OR SOUTH 13TH STREET.
3. RETAINING WALLS ARE ALLOWED WITHIN PROPOSED OUTLOTS.

REGA ENGINEERING GROUP, INC. 601 OLD CHENEY RD, SUITE 'A' LINCOLN, NE 68512 402-484-7342 OFFICE		
JOB NAME: CARDINAL COMMONS LOCATION: BELLEVUE, NEBRASKA	SCALE: 1" = 50' DATE: 01/09/2023 JOB NUMBER: 221054	
COVER & PROPOSED LAYOUT		SHEET 1 OF 7

RECEIVED

JUL 17 2023

PLANNING DEPT.

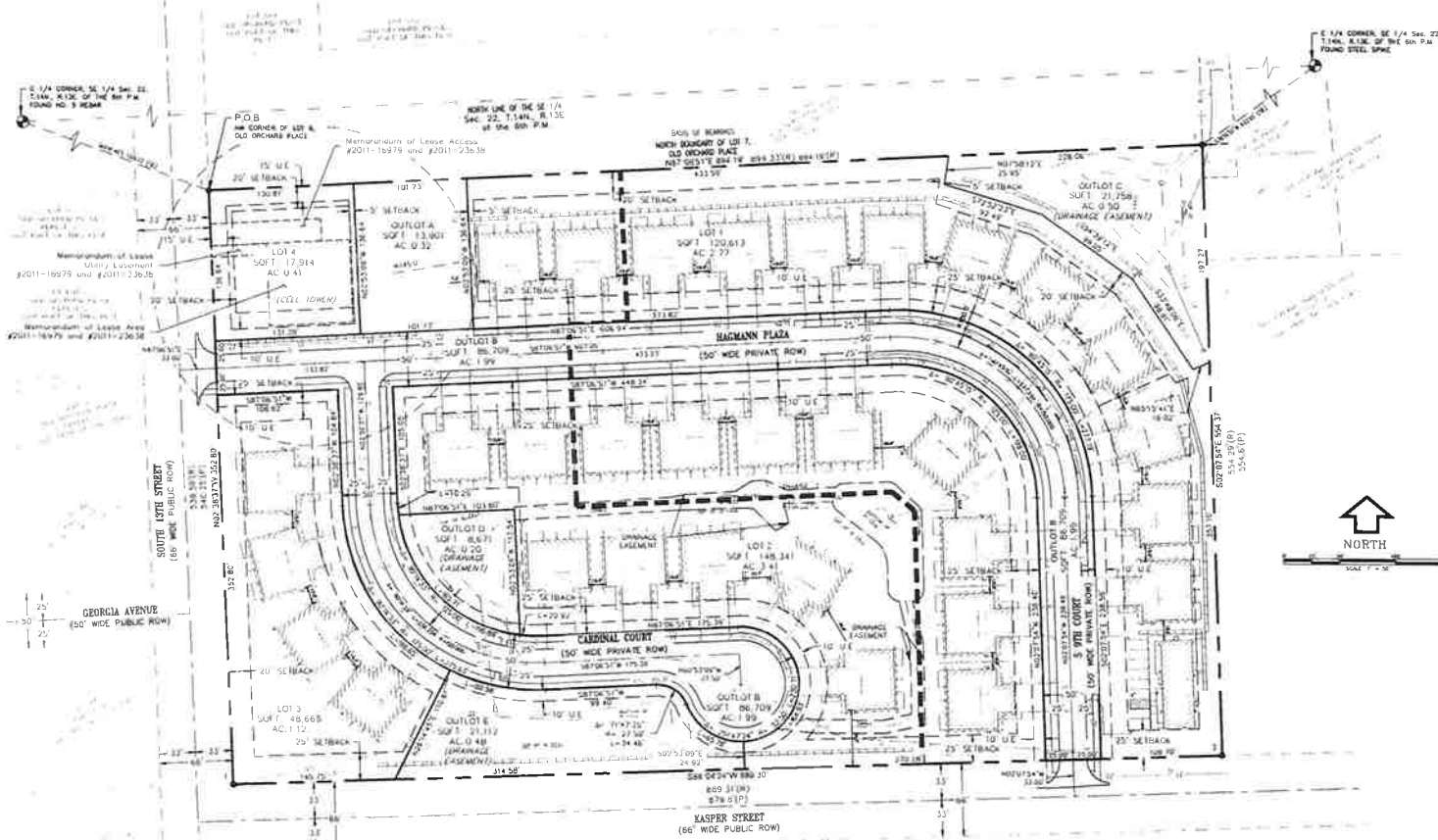
CARDINAL COMMONS PRELIMINARY PLAT

LOCATED IN THE SE 1/4 OF SEC. 22, T.14N., R.13E. OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



VICINITY MAP
1"=100'

- SHEET LEGEND**
- COVER & PROPOSED LAYOUT 2
 - PROPOSED GRADING 2
 - PROPOSED UTILITIES 4
 - STREET PROFILE (HAGMANN PL. & S. 13TH ST.) 2
 - STREET PROFILE (CARDINAL CT.) 4
 - EROSION / SEDIMENT CONTROL 7



ZONING INFORMATION
 CURRENT ZONING: O1 - SINGLE FAMILY
 FUTURE ZONING: RC - 2B

BUILDING SETBACK RESTRICTIONS
 FRONT YARD - 25 FEET
 SIDE YARD - 5 FEET
 REAR YARD - 30 FEET

OWNER/DEVELOPER:
 EXCELL DEVELOPMENT GROUP
 8531 Lexington Avenue
 Lincoln, NE 68505

SURVEYOR:
 EYLE L. LOFF
 REGA ENGINEERING GROUP INC.
 601 OLD CHENEY RD., SUITE 'A'
 LINCOLN, NE 68512 (402) 484-7342

ENGINEER:
 MATTHEW P. BURRITT
 REGA ENGINEERING GROUP INC.
 601 OLD CHENEY RD., SUITE 'A'
 LINCOLN, NE 68512 (402) 484-7342



Total Lots = 4
 Total Outlots = 5
 Total Acres = 11.21

MONUMENT SYMBOL LEGEND

- 1 FOUND CAPPED REBAR WITH 1-1/4" PLASTIC CAP STAMPED "LS 478"
- 2 FOUND 1-1/2" PIPE
- 3 FOUND 1" PINCHED PIPE
- (R) RECORD PER W.D. #07-036
- (P) RECORD PER OLD ORCHARD PLACE NOTE, OUTLOT H IS AN ACCESS EASEMENT IN ITS ENTIRETY

GENERAL NOTES

- 1 OUTLOT B WILL BE A COMMON INGRESS-EGRESS EASEMENT IN ITS ENTIRETY
- 2 LOTS 1, 2 AND 3 DO NOT HAVE PHYSICAL ACCESS TO KASPER STREET OR SOUTH 13TH STREET
- 3 RETAINING WALLS ARE ALLOWED WITHIN PROPOSED OUTLOTS

COVER & PROPOSED LAYOUT

REGA ENGINEERING GROUP INC. 601 OLD CHENEY RD., SUITE A LINCOLN, NE 68512 402-484-7342 OFFICE		
JOB NAME: CARDINAL COMMONS LOCATION: BELLEVUE/CHENEY	DRAWN BY: NCH SCALE: 1"=30' DATE: 06/08/2023 JOB NUMBER: 221054	
CHECKED BY: LLL/PJP SHEET 1 OF 7		601 OLD CHENEY RD., SUITE A LINCOLN, NEBRASKA 68512 402.484.7342 • ENGINEERING • PLANNING • LANDSCAPE ARCHITECTURE • LAND SURVEYING • IRRIGATION

ORDINANCE NO. 4129

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 3619 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT SOUTH 13TH STREET AND KASPER 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:

Lots 1 through 6, and Outlots A through F, Cardinal Commons, being a replat of Lots 7 and 8, Old Orchard Place, located in the Southeast ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska

From AG (Agricultural District) to RG-28-PS (General Residential – 5,000 Square Foot Zone)

(Excel Development Group)

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

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

Section 4. This ordinance shall take effect 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: 08/15/2023		SUBMITTED BY: Finance 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:

Bond Reimbursement Resolution for FYE2024 CIP

SYNOPSIS/BACKGROUND:

This resolution preserves the flexibility of the City to make preliminary payments from funds on hand and then, if it so chooses, to reimburse itself from bond proceeds if bonds are issued in the future. Adoption of this resolution does not require the City to issue any bonds nor does it create authority for financing any project.

FISCAL IMPACT: Up to \$65,000,000.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Bond Reimbursements

START DATE: 10/01/2023 END DATE: 09/30/2027 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:

We recommend adoption of this resolution to preserve the City's flexibility in financing capital improvements.

ATTACHMENTS:

1. Resolution No. 2023-23 2. Exhibit A 3. 4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Angela Matthews
[Signature]
[Signature]

RESOLUTION NO. 2023-23

WHEREAS, the Mayor and City Council of the City of Bellevue, Nebraska, during a regular meeting of the City Council, conducted a public hearing at 6:00 p.m. on August 15, 2023, in the Council Chambers at Bellevue City Hall, 1500 Wall Street, on the proposed City of Bellevue Fiscal Year 2023-2024 Capital Improvement Plan (the "CIP"), and

WHEREAS, the CIP was reviewed by the Mayor and City Council and opportunity for public testimony was given and received, and

WHEREAS, the projects listed below are included in the CIP, and the City anticipates issuing bonds to finance all or a portion of the projects listed in Section 1 below, in the principal amounts indicated below, and desires to preserve its ability to reimburse such costs from proceeds of tax-exempt bonds.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Bellevue, Nebraska, as follows:

Section 1. That the Mayor and City Council of the City of Bellevue, Nebraska, do hereby declare this resolution to the City's official declaration of intent under Internal Revenue Code Regulation Section 1.150-2 to provide for the incurring of indebtedness which may include reimbursements of expenditures made by the City in connection with costs incurred in connection with the following: (a) wastewater projects of which the preliminary estimate of debt contemplated to be issued for such wastewater projects exceeds \$4,000,000; (b) renovation to the library of which the preliminary estimate of debt contemplated to be issued for such renovation exceeds \$3,000,000; (c) creation of an entertainment district of which the preliminary estimate of debt contemplated to be issued for such district projects exceed \$5,000,000; (d) the construction of a public works facility of which the preliminary estimate of debt contemplated to be issued for such facility exceeds \$5,000,000; (e) various street improvement projects for the City, which may include the street improvement projects listed on Exhibit A attached hereto, of which the preliminary estimate of debt contemplated to be issued for such street projects exceeds \$20,000,000 and, (f) other improvements to city property and acquisition of vehicles and equipment listed on Exhibit A attached hereto, of which the preliminary estimate of debt contemplated to be issued for such improvements, vehicles and equipment exceeds \$5,000,000.

Section 2. That up to the expenditure of the full amount of such project described within this Resolution, the City may advance funds as may be necessary for meeting the immediate costs of such project. It is the intent of the Mayor and City Council that the City may reimburse such expenditures, as may be made from general funds on hand, from the proceeds of the issuance of its debt obligations.

Section 3. That the City Clerk shall make a copy of this Resolution available for public inspection at the main office of the City at all times during normal business hours within ten days after the adoption hereof. Such copies shall remain available for public inspection at all such times until the bonds or such other tax-exempt obligations contemplated herein are issued.

DATED this ____ day of _____, 2023.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

**Exhibit A
CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN**

EXPENDITURES BY DEPARTMENT BY YEAR

FISCAL YEAR 2023-24

DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST
Streets			
ST 24(1) Major Street Resurfacing (MAPA/NDOT AC Funding)	1,415,000	1,415,000	-
ST 24(2) 2024 Concrete Projects	2,540,000	2,540,000	-
ST 24(3) 2024 Overlay Projects	1,730,000	1,730,000	-
ST 24(4) 2024 Reconstruction Projects	11,854,000	10,389,000	1,465,000
ST 24(5) South 36th Street-Sheridan Rd to Plattview Rd	4,500,000	900,000	3,600,000
ST 24(6) Bridge Repairs	3,025,000	1,045,000	1,980,000
ST 24(7) Drainage Improvements	2,250,000	1,910,000	340,000
ST 24(8) Facilities	315,000	315,000	-
ST 24(9) Road Construction	210,000	210,000	-
ST 24(10) Signal Improvements	212,000	212,000	-
ST 24(11) Vehicles and Equipment	975,000	975,000	-
Streets Total	29,026,000	21,641,000	7,385,000
Building Maintenance			
BM 24(1) Replacement windows for Dist 3 Fire Station #7040	120,000	120,000	-
BM 24(2) Replace restroom building in Washington Park	250,000	250,000	-
BM 24(3) Replace 4 Heat Pumps in 1510 (bid acquired)	50,000	50,000	-
Total	420,000	420,000	-
Fire			
FI 24 (1) Replace Bunker gear lockers-50 years old	55,000	55,000	-
FI 24 (2) Replace Fire Car 3 1997 Chevy 2500	65,000	65,000	-
F1 24 (3) Replace Utility 1 2004 F450	80,000	80,000	-
FI 24 (4) Replace Fire Car 1 - 2011 Tahoe	65,000	65,000	-
FI 24 (5) Replace Fire Car 2	65,000	65,000	-
F1 24 (6) Purchase Pickup and Topper	55,000	55,000	-
FI 24 (7) Half of the Police/Fire Command Post-2 years out	300,000	300,000	-
Total	685,000	685,000	-
Fleet			
FLT 24 (1) Ford F350 crew cab FWD Diesel standard Package	75,000	75,000	-
FLT 24 (2) Ford F250 standard cab FWD Diesel standard Package	65,000	65,000	-
FLT 24 (3) 4-18,500 lb. Steril Koni wireless mobile equipment/vehicle heavy-duty lifts - 4 x \$18,000 ea.	72,000	72,000	-
Total	212,000	212,000	-
Parks			
PK 23(1) Bike/Hike Trail Renovations-Banner Park & College Heights	325,000	325,000	-
PK 23(2) New Playground Equipment & Shelter (Everett Park), Shelter (Swanson) Restroom-(Stonecroft)	2,050,000	2,050,000	-
PK 23(3) Vehicles and Equipment (1-Chipper F-550 Outfitted)	60,000	60,000	-
PK 24(4) Ballfield Light Fixture replacement (Haworth & Baldwin)	200,000	200,000	-
Total	2,635,000	2,635,000	-
Permits & Inspections			
PI 24(1) 2024 Ford Explorer (replace 2013 Explorer)	60,000	60,000	-

**Exhibit A
CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN**

EXPENDITURES BY DEPARTMENT BY YEAR

FISCAL YEAR 2023-24

DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST
Total	60,000	60,000	-
Police			
PO 24(1) Command Trailer and Truck (shared cost with BFD)	300,000	300,000	
Total	300,000	300,000	-
Public Works			
PW 24 (1) Replace/Upgrade GPS Unit	50,000	50,000	-
PW 24 (2) Replace Dept Explorer with Full Size PU	70,000	70,000	
PW 24 (5) Metro Transit InterModel Study-Fort Crook Road	115,000	25,000	90,000
PW 24 (6) American Heroes Park Amphitheater(Engineering & Construction)	650,000	650,000	
PW 24 (7) Hayworth Park Drainage Ditch (Engineering & Construction)	700,000	700,000	
Total	1,585,000	1,495,000	90,000
Other Improvements, Vehicles and Equipment Total	5,897,000	5,807,000	90,000

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 08/15/2023		SUBMITTED BY: Finance 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:

Bond Reimbursement Resolution for the Water Main Extension

SYNOPSIS/BACKGROUND:

This resolution preserves the flexibility of the City to make preliminary payments from funds on hand and then, if it so chooses, to reimburse itself from bond proceeds if bonds are issued in the future. Adoption of this resolution does not require the City to issue any bonds nor does it create authority for financing any project.

FISCAL IMPACT: \$18,000,000.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Bond Reimbursements

START DATE: 08/15/2023 END DATE: 09/30/2028 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:

We recommend adoption of this resolution to preserve the City's flexibility in financing the Water Main Extension.

ATTACHMENTS:

1. Resolution No. 2023-25 2. 3. 4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: 
 FINANCE APPROVAL AS TO FORM: 
 ADMINISTRATOR APPROVAL AS TO FORM: 

RESOLUTION NO. 2023-25

WHEREAS, the Mayor and City Council of the City of Bellevue, Nebraska, plan to provide for the extension of one or more water mains, including to areas located apart and outside any area served and benefited by any existing municipal water service system, wherein water extension mains are to be constructed and municipal water service is to be extended (the “**Project**”); and

WHEREAS, the City plans to issue tax-exempt interest bearing obligations to pay for all or a part of the Project, in a principal amount not expected to exceed \$18,000,000 (the “**Bonds**”); and

WHEREAS, the City plans to incur and pay expenses for the Project prior to issuance of the Bonds out of funds which the City plans to reimburse from proceeds of the Bonds;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Bellevue, Nebraska, as follows:

Section 1. That the Mayor and City Council of the City of Bellevue, Nebraska, do hereby declare this resolution to the City’s official declaration of intent under Internal Revenue Code Regulation Section 1.150-2 to provide for the incurring of indebtedness which may include reimbursements of expenditures made by the City in connection with construction of the Project, for which the preliminary estimate of Bonds contemplated to be issued equals or exceeds \$18,000,000;

Section 2. That up to the expenditure of the full amount of such Project described within this Resolution, the City may advance funds as may be necessary for meeting the immediate costs of the Project. It is the intent of the Mayor and City Council that the City shall reimburse such expenditures, as may be made from general funds or other on hand, from the proceeds of the issuance of its Bonds.

Section 3. That the City Clerk shall make a copy of this Resolution available for public inspection at the main office of the City at all times during normal business hours within ten days after the adoption hereof. Such copies shall remain available for public inspection at all such times until the bonds or such other tax-exempt obligations contemplated herein are issued.

DATED this _____ day of August, 2023.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15c.
8/15/2023

COUNCIL MEETING DATE: 08/15/2023		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 type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Resolution approving and authorizing the Mayor to sign the Annual Certification Program Compliance with the NE Board of Public Roads Classifications and Standards (NBCS).

SYNOPSIS/BACKGROUND:

Each year municipalities are required to annually approve the Municipal Annual Certification of Program Compliance to NE Board of Public Roads Classifications and Standards and to approve a Resolution authorizing the Mayor to sign the Municipal Annual Certification of Program Compliance.

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" value="N/A"/>		
CONTRACT EFFECTIVE DATE: <input type="text"/>	CONTRACT TERM: <input type="text" value="N/A"/>	CONTRACT END DATE: <input type="text"/>
PROJECT NAME: <input type="text" value="N/A"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
INSURANCE REQUIRED: <input type="text" value="YES"/>		
CIP PROJECT NAME: <input type="text" value="N/A"/>	CIP PROJECT NUMBER: <input type="text" value="N/A"/>	
STREET DISTRICT NAME (S): <input type="text" value="N/A"/>	STREET DISTRICT NUMBER (S): <input type="text" value="N/A"/>	
ACCOUNTING DISTRIBUTION CODE: <input type="text" value="N/A"/>	ACCOUNT NUMBER: <input type="text" value="N/A"/>	

RECOMMENDATION:

Approve Resolution No. 2023-26: A Resolution approving and authorizing the Mayor to sign the Municipal Annual Certification of Program Compliance for 2023.

ATTACHMENTS:

1. Resolution No. 2023-26	2. Annual Certification of Program Compliance	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: _____



Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted. Failure to **return both pages of the original document** by the filing deadline (October 31, 2023) may result in the suspension of Highway Allocation funds until the documents are filed.

RESOLUTION

SIGNING OF THE MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE 2023

Resolution No. 2023-26

Whereas: State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and standards; and

Whereas: State of Nebraska Statute, section 39-2120 also requires that the annual certification of program compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall include the resolution of the governing body of the municipality authorizing the signing of the certification.

Be it resolved that the Mayor Village Board Chairperson of Bellevue
(Check one box) (Print name of municipality)
is hereby authorized to sign the Municipal Annual Certification of Program Compliance.

Adopted this _____ day of _____, 20____ at _____ Nebraska.
(Month)

City Council/Village Board Members

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

City Council/Village Board Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed, and billed as adopted.

Attest:

(Signature of Clerk)

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted. Failure to **return both pages of the original document** by the filing deadline (October 31, 2023) may result in the suspension of Highway Allocation funds until the documents are filed.

**MUNICIPAL
ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE
TO
NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS
AND STANDARDS
2023**

In compliance with the provisions of the State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requiring annual certification of program compliance to the Board of Public Roads

Classifications and Standards, the City Village of Bellevue
(Check one box) (Print name of municipality)

hereby certifies that it:

- ✓ has developed, adopted, and included in its public records the plans, programs, or standards required by sections 39-2115 and 39-2119;
- ✓ meets the plans, programs, or standards of design, construction, and maintenance for its highways, roads, or streets;
- ✓ expends all tax revenue for highway, road, or street purposes in accordance with approved plans, programs, or standards, including county and municipal tax revenue as well as highway-user revenue allocations;
- ✓ uses a system of revenue and costs accounting which clearly includes a comparison of receipts and expenditures for approved budgets, plans, programs, and standards;
- ✓ uses a system of budgeting which reflects uses and sources of funds in terms of plans, programs, or standards and accomplishments;
- ✓ uses an accounting system including an inventory of machinery, equipment, and supplies;
- ✓ uses an accounting system that tracks equipment operation costs;
- ✓ has included in its public records the information required under subsection (2) of section 39-2520; and
- ✓ **has included in its public records a copy of this certification and the resolution of the governing body authorizing the signing of this certification by the Mayor or Village Board Chairperson.**

Signature of Mayor *Village Board Chairperson* *(Required)*

(Date)

Signature of City Street Superintendent (Optional)

(Date)

Return the completed original signing resolution and annual certification of program compliance by October 31, 2023 to:

Nebraska Board of Public Roads Classifications and Standards
PO Box 94759
Lincoln NE 68509



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: August 15, 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. 2023-27 Adopting and Approving the Revised Growth Management Plan Policies and Procedures for the Sarpy County and Cities Wastewater Agency

SYNOPSIS/BACKGROUND:

The City is a Member of the Sarpy County and Cities Wastewater Agency. Pursuant to Agency Resolution 2019-004, the Agency adopted a Growth Management Plan ("GMP"). Additionally, pursuant to Agency Resolutions 2020-13 and 2022-15, the Agency adopted certain policies and procedures. Together, the GMP and policies are intended to prioritize areas of land development and growth within the Agency's jurisdiction and further implement and enforce the GMP. Pursuant to Agency Resolution 2023-019, the Agency most recently adopted and approved a revised GMP and GMP Policies. The Revised GMP Policies and Procedures are now being submitted to the City Council for review and incorporation into the City's comprehensive plan, as amended.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize Mayor to sign Resolution 2023-27.

ATTACHMENTS:

1	<input type="text" value="Resolution 2023-27"/>	2	<input type="text" value="Redlined Revised GMP Polices and Procedures"/>	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. 2023-27

**A RESOLUTION ADOPTING AND APPROVING THE REVISED GROWTH
MANAGEMENT PLAN POLICIES AND PROCEDURES FOR THE SARPY COUNTY
AND CITIES WASTEWATER AGENCY**

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

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

WHEREAS, Bellevue is a Member of the Agency;

WHEREAS, pursuant to the Agency Resolution 2019-004, the Agency adopted the Growth Management Plan (as amended, “Growth Management Plan”) that prioritizes areas of land development and growth within the Agency’s Jurisdiction and that serves as a necessary step in the development of the Master Plan. The Growth Management Plan was subsequently approved by the governing body of Bellevue. The Growth Management Plan was amended pursuant to Agency Resolution 2020-004 to amend the area of land located within the Urban Development Zone (as defined in the Growth Management Plan);

WHEREAS, pursuant to Agency Resolutions 2020-13 and 2022-15, the Agency adopted and approved certain policies and procedures that are intended to implement and enforce the Growth Management Plan (collectively, as amended, the “GMP Policies”). The GMP Policies were subsequently approved by the governing body of Bellevue;

WHEREAS, pursuant to Agency Resolution 2023-019, the Agency adopted and approved a revised GMP Policies, a copy of which is attached hereto as **Exhibit 1** (the “Revised GMP Resolution”), which updated and revised certain portions of the GMP Policies (the “Revised GMP Policies”). The Revised GMP Policies are attached to the Revised GMP Resolution.

WHEREAS, the Agency Board recognized in the Revised GMP Resolution that the Agency’s adoption of the Revised GMP Policies does not, except as otherwise provided in the Formation Interlocal or pursuant to Agency Resolution 2019-004, (a) expand the Agency’s Jurisdiction or abrogate the requirements of Section VII of the Formation Interlocal, (b) abrogate each Member’s maintenance of its own autonomy, jurisdiction, powers, and indebtedness as a government subdivision, (c) supersede each Member’s planning approval jurisdiction, or (d) in any manner restrict, limit, or control either Gretna’s, Springfield’s, Sarpy County’s, or Papillion’s sole authority to own, operate, maintain, design, construct, extend, and collect revenue from their Existing Sewer Systems located within the Gretna Sewer Service Area, Springfield Sewer

Service Area, Sarpy Sewer Service Area, and Papillion Sewer Service Area, respectively, pursuant to the separate interlocal agreements by the Agency and Gretna and Springfield and as otherwise set forth in Agency Resolution 2019-004 dated June 26, 2019;

WHEREAS, the Agency Board has submitted to the City Council of the City of Bellevue the Revised GMP Policies for review and incorporation into Bellevue's comprehensive development and land use plan or similar instrument(s);

WHEREAS, Bellevue (a) recognizes that any future development and related sewer service expansion with the Agency's Jurisdiction shall be consistent with the Growth Management Plan, as amended, the GMP Policies, as amended, and any other implementing policies and procedures adopted by the Agency Board from time to time, and (b) agrees to submit the Revised GMP Policies to planning and zoning board (or related body) for review and incorporation into its comprehensive development and land use plan or similar instrument(s); and

WHEREAS, Bellevue City Council deems it appropriate and advisable to adopt and approve the Revised GMP Policies attached to the Agency's Revised GMP Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the City of Bellevue, that the Revised GMP Policies are hereby adopted and approved;

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT Bellevue's adoption and approval of the Revised GMP Policies does not, except as otherwise provided in the Formation Interlocal or pursuant to Agency Resolution 2019-004, (a) expand the Agency's Jurisdiction or abrogate the requirements of Section VII of the Formation Interlocal, (b) abrogate each Member's maintenance of its own autonomy, jurisdiction, powers, and indebtedness as a government subdivision, (c) supersede each Member's planning approval jurisdiction, or (d) in any manner restrict, limit, or control either Gretna's, Springfield's, Sarpy County's, or Papillion's sole authority to own, operate, maintain, design, construct, extend, and collect revenue from their Existing Sewer Systems located within the Gretna Sewer Service Area, Springfield Sewer Service Area, Sarpy Sewer Service Area, and Papillion Sewer Service Area, respectively, pursuant to the separate interlocal agreements by the Agency and Gretna and Springfield and as otherwise set forth in Agency Resolution 2019-004 dated June 26, 2019; and

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE City Council of the City of Bellevue that the City (a) recognizes that any future development and related sewer service expansion with the Agency's Jurisdiction shall be consistent with the Growth Management Plan, as amended, the GMP Policies, as amended, and any other implementing policies and procedures adopted by the Agency Board from time to time, and (b) agrees to submit the Revised GMP Policies to planning and zoning board (or related body) for review and incorporation into its comprehensive development and land use plan or similar instrument(s).

ADOPTED AND APPROVED this _____ day of August 2023.

Mayor

ATTEST:

City Clerk

Exhibit 1

Revised GMP Resolution 2023-019

**RESOLUTION ADOPTING AND APPROVING REVISED GROWTH MANAGEMENT
PLAN POLICIES AND PROCEDURES**

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

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

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

WHEREAS, pursuant to Section VI of the Formation Interlocal, the Agency is required to plan, develop, and approve a Master Plan for the design of the Unified SSWS;

WHEREAS, pursuant to Agency Resolution Nos. 2020-013 and 2022-015, the Agency adopted the Growth Management Plan Policies and Procedures (collectively, and as amended, the “GMP Policies”) that prioritizes areas of land development and growth within the Agency’s Jurisdiction. The GMP Policies were subsequently approved by each Agency Member’s governing body;

WHEREAS, pursuant to Section V(A)(4) of the Formation Interlocal, the Agency has the power and authority to “[m]ake, amend, and repeal such Agency bylaws, rules, and regulations from time to time which are not inconsistent with the Act and [the Formation Interlocal] and which are intended to carry out and effectuate the Agency’s powers and purposes”; and

WHEREAS, in connection therewith, the Agency Board reviewed the proposed revised GMP Policies attached hereto as **Exhibit A** (the “Revised GMP Policies”);

WHEREAS, the Agency Board deems it appropriate and advisable to approve the attached Revised GMP Policies; and

WHEREAS, the Agency recognizes that the Agency’s adoption of the Revised GMP Policies does not supersede each Member’s planning approval jurisdiction, and the Members (a) recognize that any future development and related sewer service expansion within the Agency’s Jurisdiction shall be consistent with the Agency’s Growth Management Plan, as amended, and any implementing policies and procedures adopted by the Agency Board from time to time, and (b) agree to submit the Revised GMP Policies to their respective bodies and planning and zoning boards (or related bodies) for review and incorporation into their respective comprehensive development and land use plans or similar instruments.

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD THAT the Revised GMP Policies attached hereto as **Exhibit A** are hereby adopted and approved;

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE AGENCY BOARD THAT the Agency's adoption of the Revised GMP Policies does not, except as otherwise provided in the Formation Interlocal or pursuant to Agency Resolution 2019-004, (a) expand the Agency's Jurisdiction or abrogate the requirements of Section VII of the Formation Interlocal, (b) abrogate each Member's maintenance of its own autonomy, jurisdiction, powers, and indebtedness as a governmental subdivision, (c) supersede each Member's planning approval jurisdiction, or (d) in any manner restrict, limit, or control either Gretna's, Springfield's, Sarpy County's or Papillion's sole authority to own, operate, maintain, design, construct, extend, and collect revenue from their Existing Sewer Systems located within the Gretna Sewer Service Area, Springfield Sewer Service Area, Sarpy Sewer Service Area, and Papillion Sewer Service Area, respectively, pursuant to the separate interlocal agreements by the Agency and Gretna and Springfield and as otherwise set forth in Agency Resolution 2019-004 dated June 26, 2019; and

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE AGENCY BOARD THAT each Member (a) recognizes that any future development and related sewer service expansion within the Agency's Jurisdiction shall be consistent with the Growth Management Plan, as amended, the Revised GMP Policies, and any implementing policies and procedures adopted by the Agency Board from time to time, and (b) agrees to submit the Revised GMP Policies to its governing body and planning and zoning board (or related body) for review and incorporation into its comprehensive development and land use plan or similar instrument.

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 28th day of June, 2023.

ATTEST:

Lisa A. Haine
Sarpy County and Cities
Wastewater Agency Secretary



David R. Kelly
Sarpy County and Cities Wastewater
Agency Board Chairman

2023-019

EXHIBIT A

Revised GMP Policies

[Attached]

GROWTH MANAGEMENT PLAN IMPLEMENTING POLICIES AND PROCEDURES

Effective August 26, 2020

Adopted by Sarpy County and Cities Wastewater Agency on August 26, 2020, pursuant to Resolution No. 2020-013

Amended on April 27, 2022, pursuant to Resolution No. 2022-015; and on June 28, 2023, pursuant to Resolution No. 2023-019

I. Purpose and Interpretation.

A. The policies and procedures set forth herein (collectively, these "Policies") are intended to and do effectuate the Growth Management Plan initially adopted by the Sarpy County and Cities Wastewater Agency (the "Agency") on June 26, 2019 pursuant to Resolution No. 2019-004 and amended on February 26, 2020 pursuant to Resolution No. 2020-004 (as amended, the "Growth Management Plan") to guide suburban and urban development within the Agency's jurisdiction in southern Sarpy County depicted as the "Service Area" on **Figure 1** attached hereto (the "Agency's Jurisdiction") to be served by a unified sanitary sewer system owned and operated under the Agency (the "System"). The Growth Management Plan is incorporated herein by this reference. The Agency was created under the Interlocal Cooperation Act pursuant to that certain Interlocal Agreement Creating the Sarpy County and Cities Wastewater Agency dated September 19, 2017 (as amended, the "Formation Interlocal").

B. With respect to applying the Growth Management Plan and these Policies to a particular development, the term "development(s)" shall have the meaning ascribed to such term as set forth in the applicable Member's comprehensive plan or similar-type zoning and/or subdivision regulations. For Members that do not have a definition of the term "development" or "developments" in their comprehensive plan or similar-type zoning and/or subdivision regulations, the definition of "development(s)" set forth in Sarpy County's comprehensive plan or similar-type zoning and/or subdivision regulations shall apply. Notwithstanding anything contained herein to the contrary, the term "development" shall not include the following:

1. the construction, ownership or operation of temporary structures under a building permit duly issued by the applicable Member having jurisdiction over the same, so long as such temporary structure will not be connected to public wastewater or other utilities, is not used for commercial purposes and not made available for use by the general public, and will be removed from the subject property within 24 months following issuance of the applicable building permit, or at such other date mutually agreed to in writing by the owner and applicable Member;

2. the construction, ownership or operation of outbuildings, pools, sheds and other similar accessory buildings under a building permit duly issued by

the applicable Member having jurisdiction over the same, so long as such outbuildings, pools, sheds and other similar accessory buildings will not be connected to public wastewater; and

3. the construction, ownership or operation by the Agency of any buildings, structures, pipelines necessary or incidental to the operation of the Agency System.

II. **URZ and UDZ Policies.** The following Policies, as adopted by the Agency and its individual members (individually, a "Member"; collectively, "Members"), apply to property and developments within the designated Urban Reserve Zone ("URZ") and Urban Development Zone ("UDZ") located in the Agency's Jurisdiction, each as depicted on the Growth Zone map attached hereto as **Figure 2**. Unless otherwise provided in these Policies, the future land use pattern for developments within the Agency's Jurisdiction shall be urban, suburban, or industrial in character and density that can be served with public infrastructure, facilities, utilities and services (including water and wastewater).

A. *URZ Policies.*

1. Standard suburban/urban/industrial developments requiring municipal water and/or wastewater services will not be allowed in the URZ until individual watersheds in which such developments are located are included within the UDZ and "opened" for development as part of the phased extension of sanitary sewer service from the UDZ, unless otherwise approved by a resolution of the Agency Board or as provided in these Policies. The use of septic systems of any kind to service new developments in the Agency's Service Area is generally prohibited under the Growth Management Plan and these Policies, unless an Exception is granted pursuant to these Policies.

2. New developments in the URZ will be limited except as may be allowed by the applicable Member's large acreage and build-through or similar type of zoning and/or subdivision regulations. For Members that do not have a large acreage, build-through or similar type zoning and/or subdivision regulations, developments in those Members' zoning and planning jurisdiction shall adhere to Sarpy County's corresponding regulations.

3. New developments in the URZ must provide for arterial street connections and through-street connections and adequate easements for future utility extensions. Such future extensions cannot be altered, blocked or denied. The applicable Members shall follow their respective street connection plans or similar type policies. For Members that do not have such plans or policies, those Members shall follow Sarpy County's street connection plan.

4. Prior to a Member's approval of a final plat for any tract, parcel or lot within the URZ, there must be a Member Agreement (as defined below) for such tract, parcel or lot.

5. If development is permitted in the URZ in accordance with these Policies, such development should be designed and constructed in a way that minimizes impact on surrounding uses and allows for future suburban/urban/industrial development, i.e. cluster development.

6. The URZ should be periodically monitored/evaluated for adjustment by the Agency. As urban/suburban/industrial scale infrastructure (municipal water, wastewater, roadways, and other improvements and services) becomes available on the periphery of the URZ, the Agency may assess the phased transition of watersheds located in the URZ to the UDZ in accordance with Section III below.

B. UDZ Policies.

1. Development in these areas must be served with public infrastructure, facilities, utilities and services (including municipal water and wastewater) in a manner that is coordinated with the appropriate Member jurisdictions. The use of septic systems of any kind to service new developments in the Agency's Service Area is generally prohibited under the Growth Management Plan and these Policies, unless an Exception is granted pursuant to these Policies.

2. Development must be urban/suburban/industrial in character and follow the Agency's sewer flow and revenue assumptions and projections for the land within the UDZ and the Agency's Jurisdiction.

3. If a Member approves a development within the UDZ that is not urban, suburban or industrial in character and density, such development shall be subject to a connection fee on a per acre basis as set forth in the Agency's rate and fee schedule then in effect. If, however, such Member does not want to assess a connection fee on a per acre basis, the procedure set forth in Section IV.C.1 below shall be followed to determine the adverse impact of such development and the Member's agreement to compensate the Agency for the same.

C. UDZ and URZ "With Agreement" Policies. The Growth Zone map attached hereto as **Figure 2**, may depict certain areas as "UDZ With Agreement" and "URZ With Agreement." The Agency has determined that such areas are currently able to be designated as UDZ or URZ, as applicable, but only upon execution of a separate written agreement between the Agency and the governing body of the applicable Member that includes provisions concerning the design, construction, and financing of sewer

infrastructure within such area (whether the Agency System or other sewer system(s)), projected wastewater flows in such designated areas, whether such area is subject to Agency connection fees or other similar fees and costs, whether deferment of development in another UDZ area is required, and whether such infrastructure will be pioneered or financed by such Member. Upon satisfaction of all the conditions set forth in each such written agreement necessary to designate such area as UDZ or URZ, as applicable, the Agency shall update the Growth Zones map to show such "UDZ With Agreement" areas as UDZ, or, applicable, such "URZ With Agreement" areas as URZ, and unless otherwise set forth in such written agreement, such Growth Zones map update may be done without further Agency Board action or approval.

D. *Policies Applicable to Governmental or Quasi-Governmental Developments.* If a Member notifies the Agency of a proposed development within such Member's zoning and planning jurisdiction by another governmental, quasi-governmental or other district, agency, body, political subdivision or entity with eminent domain authority that such Member does not otherwise support pursuant to subsections (A), (B), or (C) above, and only after such Member used good faith efforts to reach an agreement with the applicable developer with respect to connection fees, user rates and other considerations applicable to such development not otherwise addressed in this Section II or set forth in the Growth Management Plan, no Member shall be responsible for the payment to the Agency of any connection fees otherwise payable to the Agency applicable to such development in accordance with the Agency's rate and fee schedules then in effect.

III. **Amendments to and Periodic Reviews of Growth Management Plan and Policies.**

A. *Amendments.* The Agency Board may establish and adopt such additional policies and procedures as it deems necessary and appropriate to effectuate these Policies and to implement the Growth Management Plan.

B. *Periodic Reviews of and Updates to Growth Management Plan and Policies.* The Agency shall periodically review and update, as necessary, the Growth Zones, Growth Management Plan and these Policies, and such reviews shall occur no less frequently than every four-to-five years or sooner if market conditions require. Such reviews and updates shall follow the same process as the initial adoption of the plan, as follows:

1. Document and review historic development data and trends in the Agency's Jurisdiction and the surrounding metropolitan area.
2. Review all plans for the area and ensure that those plans and the new growth management plan are compatible.
3. Analyze current market conditions and estimate future development needs.

4. Review actual revenue from various sources and estimate revenue based on future development patterns and trends.

5. Review potential watersheds for a shift from the URZ to the UDZ and estimate costs.

6. Consider not only the sewer costs but also the cost of other needed public infrastructure, utility, facility and service costs.

7. Based on this analysis identify preferred watershed(s), if any, that are needed to accommodate new development, to be included in the UDZ. Calculate the revenue adjustments needed to pay for the necessary improvements.

8. Meet with the Member jurisdictions, development community, business community and public, to develop the proposed changes, costs and financing plan.

9. Based on input from these interested parties prepare a final boundary plan for approval by the Agency Board and adoption by the applicable Member jurisdictions.

IV. Boundary Change Procedures and Criteria

A. *Agency Jurisdiction Boundary Changes.* Except as expressly provided in these Policies, the area comprising the Agency's Jurisdiction shall be established in accordance with the Formation Interlocal.

B. *Minor Adjustments to Growth Zones Boundaries.* The following section outlines the process and criteria for making minor adjustments to the URZ and UDZ boundaries following a request by an Agency Member. Requests for minor Growth Zones boundary adjustments shall be made by a Member in writing to the Agency Administrator stating the reason or reasons for a minor boundary adjustment based on the criteria set forth below. The Agency Administrator shall transmit the request to the Board as a minor Growth Zone boundary adjustment for consideration. In considering a request for such a minor boundary adjustment, the Agency Board shall consider whether the following criteria can be met:

1. The applicable Member and/or developer must have taken the necessary steps to ensure that the development subject to the boundary adjustment request will be served by municipal sanitary interceptor sewers and other infrastructure necessary to support urban/suburban/industrial development;

2. The applicant can show that there is a factual defect in the delineation of the URZ boundary line;

3. A developer can show that after the proposed grading of a portion of its development that is within the URZ, the property can be served by industry standard depth gravity flow to an existing Member sanitary sewer line, or the Agency System, as applicable, in the UDZ; and/or

4. Any other criteria not now anticipated that follows the objectives outlined in the Growth Management Plan and these Policies.

If it is determined by the Agency Board that at least one of the above criteria has been met and upon execution of agreements and/or adoption of an Agency Board resolution, as applicable, effectuating the above, the development area will be added into the UDZ and the Growth Zone map(s) will be adjusted accordingly unless the Agency determines that such minor adjustment would: (i) adversely impact the System, the Agency, or any Member jurisdiction; (ii) cause the Agency to violate any agreements to which it is a party; or (iii) otherwise violate Agency resolutions, policies and/or procedures then in effect.

C. *Growth Zones Boundary Changes.* The following section outlines the process and criteria for adjusting the URZ and UDZ boundaries following a request by an Agency Member that does not meet the criteria for a minor adjustment under subsection (B) above or under Section VI below.

1. If a Member determines that standard suburban/urban/industrial development should occur within a portion of the URZ located within that Member's planning and zoning jurisdiction and the Growth Zone boundaries should be adjusted to include such development within the UDZ, that Member may allow such standard suburban/urban/industrial development consistent with the following procedure, unless waived or otherwise permitted by these Policies or by resolution of the Agency Board:

(a) Such Member must notify the Agency Administrator in writing that it desires to pursue a Member Agreement (defined below) to allow a standard suburban/urban/industrial development in the URZ and to move such development to the UDZ. Such boundary adjustment requests should state the reason or reasons for the boundary adjustment;

(b) The Agency pays for and commissions from its financial advisor(s) a new study of the potential adverse impact of moving within the boundary of the UDZ to the System's anticipated capacity, function and connection fees if such development were to occur. The Member shall

provide the Agency staff and its advisor(s) with all pertinent information reasonably requested by said staff and advisor(s) related to the proposed standard suburban/urban/industrial development in order for the advisor(s) to conduct such a study;

(c) Prior to such impact study being conducted, (i) a preliminary plat or application for such proposed standard suburban/urban/industrial development must have previously been submitted to the Member's planning and zoning board, and (ii) the Member requesting the Agency impact study must pay to the Agency one-half of the cost for the same;

(d) In the event the Member disagrees with the results of the Agency's impact study, such Member may, at the Member's sole cost and expense, obtain a separate study on the potential adverse impact of moving such development from the URZ to the UDZ. If the Member elects to obtain a separate impact study, it shall provide a copy of the same to the Agency Administrator. The Agency is under no obligation to accept, consider, adopt or incorporate any portion of such Member's impact study, and the Agency Board retains the authority to determine the adverse impact of moving such development from the URZ to the UDZ in its sole and absolute discretion; and

(e) The Agency and such Member enter into a written agreement (a "Member Agreement") pursuant to which such Member agrees to compensate the Agency for and make other accommodations necessary to eliminate any adverse impact as determined by the Agency's impact study. If the Member agrees to compensate the Agency for and otherwise eliminate the potential impacts to the System capacity, function and connection fees as determined by the impact study, then the Agency cannot deny or delay approval of the Member Agreement. To the extent feasible and agreed to by the Agency and the applicable Member, the Member Agreement may include provisions permitting the developer of such land to be reimbursed by such Member or other future developments in connection with the developer's pioneering of the construction and payment of non-interceptor sewer infrastructure.

V. **Exception Requests Procedures and Criteria**

A. *Exception Policy.* Although it is not encouraged, a limited amount of development may be allowed within the URZ prior to the installation of infrastructure necessary to support urban development. However, it is important that any such interim development provides for future sewer and utility easements and follows applicable Agency and Member policies for arterial and internal street connections. In addition, it is

important that any such URZ development reserves sufficient land for future urban development. Such steps will ensure that future urban development can be supported and fit seamlessly with earlier development. Except for as otherwise expressly permitted in these Policies, to ensure that sufficient land is set aside and that proper connections and easements are provided, any development approved by the Agency in the URZ in accordance with the Agency's policies and procedures shall adhere to build-through regulations comparable to those of Sarpy County with respect to the level of sewer flows and revenue generated by such development or the applicable Member's similar type regulations, whichever is more restrictive and promotes the most dense development.

B. *Exception Process.* The following provides the process and criteria for evaluating specific requests by an applicant or Agency Member for an exception (an "Exception") from the Growth Management Plan and/or these Policies:

1. Exception requests should be made in writing to the Agency Administrator stating the reason or reasons why the Growth Management Plan and/or these Policies should be waived.

2. The Agency Administrator will transmit the request to the Board for appropriate action as a Growth Management Plan Exception.

3. In considering the request for Exception, the Board shall determine whether one or more of the following criteria can be met, provided the applicant agrees to pay sewer connection and usage fees established by the Agency and, except for as otherwise expressly permitted in these Policies, to set aside any necessary sewer easements as may be necessary to ensure the future extension of sewer service within the Agency's Jurisdiction, unless otherwise waived pursuant to subsection 3(a) below:

(a) The applicant/developer can show that the subject land is subject to an approved preliminary subdivision plat and/or rezoning with an application that was submitted on or before August 9, 2019¹, and, therefore, should be entitled to complete its development in accordance with the regulations prevailing at the time it submitted its plat and/or rezoning application, and such developments under shall not be subject to payment to the Agency of any sewer connection fees. Replats and rezonings that result in significant changes to the original plat and/or use of the affected property may be reviewed on a case-by-case basis, and such development may be required to set aside new or additional sewer easements and pay applicable Agency connection fees; provided, however, in the event an applicant requests an Exception related to the

¹ August 9, 2019 represents the date that all governing bodies of the Members approved the Growth Management Plan initially adopted by the Agency on June 26, 2019 pursuant to Agency Resolution No. 2019-004.

replacement or reconstruction of an existing structure, the applicant shall not be required to set aside new or additional sewer easements to allow for future expansion of the System, but only to the extent the Agency Project Engineer (or his/her designee) determines that any such replaced or reconstructed structure will not be located within an area planned for future expansion of the System or otherwise interfere with any future expansion plans for the Agency System;

(b) The applicant can show that approval of the request would further another important Member Comprehensive Plan objective which might offset any detrimental impact of granting an Exception from the URZ requirements;

(c) The applicant can show that the approval will allow division of property for estate planning purposes or for settlement of an estate between family members so that ownership will be continued uninterrupted within the family and that the applicant has followed the County's guidelines for utility and drainage easements and roadway access and connections; and/or

(d) The applicant can show that it is requesting to create a single additional lot for sale or transfer to a member of their immediate family for construction of a home for that family member and that the applicant has followed the County's guidelines for utility and drainage easements and roadway access and connections.

4. New developments in the URZ that are subject to an Exception approved pursuant to these Policies may be serviced with a temporary septic sewer system provided that the owner, developer or sub-divider of such land under development shall, at no additional cost to the Agency, abandon such temporary septic system and connect such development to the Agency System at such time as each such development can be served by the Agency System in accordance with then applicable Agency policies, procedures and resolutions. Prior to any use of a septic sewer system for a new development in accordance with this subsection and Sections V or VI.C., the (1) Agency Project Engineer (or the Project Engineer's designee) shall approve in writing the plans and specifications of such temporary septic system, (2) the Agency Project Engineer shall confirm in writing that such temporary septic system will not be located within an area planned for future expansion of the System or otherwise interfere with any future expansion plans for the Agency System, and (3) this provision shall be incorporated into the terms and conditions of a development or subdivision agreement between such developer, owner or sub-divider and the applicable Agency Member having zoning and planning jurisdiction over such development.

5. Exceptions shall not be granted if the proposed development or subdivision is for land that has previously been set aside as an "outlot" through the Build-Through Overlay Zoning District process.

6. Exceptions related to 3(b) above should not be granted unless the development is supported by the applicable Member jurisdiction within which the development is located and only after appropriate physical and financial adjustments and possible compensations are provided to ensure that the exception will not adversely affect the Agency's objectives, policies, procedures or finances. In addition, such an exception should not be granted if the small lot subdivision can be achieved through a Build-Through Overlay Zoning District process.

7. In the event the Agency grants conditional approval of an Exception request, such Agency conditions shall be satisfied before the applicable Agency Member approves the applicable preliminary plat and/or rezoning approval.

8. Any approval by the Agency Board of any such Exception shall, at the request of the Agency Board, be memorialized in a written agreement between the Agency and the governing body of the applicable Member or incorporated into development or subdivision agreement between such developer, owner or sub-divider and the applicable Member having zoning and planning jurisdiction over such development.

VI. Administrative Changes/Approvals.

A. *Administrative Approvals of Agency Jurisdiction Boundary Changes.* To the extent permitted by the Formation Interlocal, the Agency Administrator may amend the boundary of the Agency's Jurisdiction without Board approval in accordance with the following procedure:

1. A Member must submit to the Agency Administrator a written request for an administrative boundary adjustment to the Agency's Jurisdiction. Such written administrative boundary adjustment request shall state the reason or reasons supporting the administrative boundary adjustment to the Agency's Jurisdiction is necessary. The Member shall also provide the Agency staff and its advisor(s) with all pertinent information reasonably requested by said staff and advisor(s) related to the administrative boundary adjustment request;

2. If such Member requests only to remove land from the Agency's Jurisdiction, the Agency's financial advisor must confirm in writing that removal of

such land from the Agency's Jurisdiction does not result in a substantial loss of Agency projected revenue²;

3. If such Member requests only to add land to the Agency's Jurisdiction, then the Agency's Project Engineer must confirm in writing the System has sufficient capacity³ to serve any added land based on projected flows from such additional land;

4. If such Member requests both to remove and add land to the Agency's Jurisdiction, then (a) the Agency's financial advisor must confirm in writing that the net result of such removal and addition does not result in a substantial loss of Agency projected revenue, and (b) the Agency's Project Engineer must confirm in writing the System has sufficient capacity to serve any added land based on projected flows from such additional land;

5. Land added, removed and/or swapped administratively pursuant to this subsection (A) must be located entirely within the requesting Member's extraterritorial jurisdiction and contiguous to the then existing boundary of the Agency's Jurisdiction;

6. All non-requesting Members shall have no less than ten (10) business days to review and comment on such administrative boundary adjustment request. The Agency Administrator shall not approve or deny such written boundary adjustment request within such ten-business day period, unless the Agency Administrator receives written comments from a representative of each of the non-requesting Members during such ten-business day period, in which case the Agency Administrator may approve or deny such request prior to the expiration of such review and comment period; and

7. The Agency Administrator shall have the discretion to approve or deny such boundary change requests so long as such decision is in writing and accompanied by a written recommendation by the Agency Project Engineer (or the Agency Administrator's designee) and approved by Agency legal counsel. The Agency Administrator reserves the right to refer any and all requests for administrative boundary changes to the full Agency Board in his/her sole and absolute discretion.

² For purposes of Section VI(A) and (B), a proposed boundary change shall be deemed to result in a "substantial loss of Agency projected revenue" if the cumulative result is a net reduction of projected Agency connection fees for five (5) acres or more of land from the Agency's Jurisdiction or from the UDZ Growth Zone, as applicable.

³ For purposes of Section VI(A) and (B), the Agency shall be deemed to have "sufficient capacity" to serve additional land under a boundary change if the cumulative result is a net increase of no more than five (5) acres of land to the Agency's Jurisdiction or to the UDZ Growth Zone, as applicable.

B. *Administrative Approvals of Growth Zones Boundary Changes.* The Agency Administrator may amend the Growth Zones boundaries without Board approval in accordance with the following procedure, which shall apply to all requests for administrative changes to the Growth Zones boundaries, whether such request adds, removes, swaps or defers land between the URZ and UDZ Growth Zones:

1. A Member must submit to the Agency Administrator a written request for an administrative Growth Zones boundary adjustment to the Growth Zones. Such written administrative boundary adjustment request shall state the reason or reasons supporting the administrative boundary adjustment to the Growth Zones is necessary. The area subject to such requested Growth Zone boundary adjustment change shall be reflected in a subdivision/plat application submitted to such Member. The Member shall also provide the Agency staff and its advisor(s) with all pertinent information reasonably requested by said staff and advisor(s) related to the administrative boundary adjustment request;

2. The Agency's financial advisor must confirm in writing that the Growth Zone boundary change does not result in a substantial loss of Agency projected revenue;

3. The Agency Project Engineer (or the Agency Administrator's designee) must confirm in writing the area subject to such Growth Zone boundary change can be served by gravity flow with standard depth sewers and the System has sufficient capacity to serve any land added to the UDZ under such request;

4. The Agency Project Engineer (or the Agency Administrator's designee) must confirm in writing whether (i) there is available Agency sewer infrastructure to serve the land added to the UDZ under such request, or (ii) the requesting Member is willing to pioneer any required additional sewer infrastructure. Any pioneering of additional sewer infrastructure shall be subject to a Member Agreement approved by the Agency Board and the governing body of the requesting Member;

5. Land added, removed and/or swapped administratively pursuant to this subsection (B) must be located entirely within the requesting Member's extraterritorial jurisdiction and subject to the Agency's Jurisdiction;

6. All non-requesting Members shall have no less than ten (10) business days to review and comment on such administrative boundary adjustment request. The Agency Administrator shall not approve or deny such written boundary adjustment request within such ten-business day period, unless the Agency Administrator receives written comments from a representative of each of the non-requesting Members during such ten-business day period, in

which case the Agency Administrator may approve or deny such request prior to the expiration of such review and comment period; and

7. The Agency Administrator shall have the discretion to approve or deny such boundary change requests so long as such decision is in writing and accompanied by a written recommendation by the Agency Project Engineer (or the Agency Administrator's designee) and approved by Agency legal counsel. The Agency Administrator reserves the right to refer any and all requests for administrative boundary changes to the full Agency Board in his/her sole and absolute discretion.

C. *Administrative Approvals of Exceptions.* Requests for an Exception and/or Agency approval of developments within the Agency's Jurisdiction that are, as determined by the Agency's Project Engineer, (1) subject to a bona fide subdivision plat and/or rezoning application submitted to the applicable Member on or before August 9, 2019 (not including replats or rezonings), (2) non-material or administrative in nature, or (3) in conformance with, or otherwise satisfies, the criteria set forth in the Growth Management Plan and these Policies, may be approved by the Agency Administrator without Agency Board approval. Such approval by the Agency Administrator must be in writing and accompanied by a written recommendation by the Agency Project Engineer (or the Agency Administrator's designee) and approved by Agency legal counsel. All non-requesting Members shall have no less than ten (10) business days to review and comment on such Exception requests. The Agency Administrator shall not approve nor deny such written Exception requests within such ten-business day period, unless the Agency Administrator receives written comments from a representative of each of the non-requesting Members during such ten-business day period, in which case the Agency Administrator may approve or deny such request prior to the expiration of such review and comment period.

VII. **Fees and Rates.**

A. Prior to the connection to the Agency's System of any development or land located within the Agency's Service Area, such development or land shall be subject to the payment of applicable connection, usage, and other rates and fees established by the Agency from time to time. Each Member having zoning jurisdiction over such developments shall be responsible for collecting and paying to the Agency such rates and fees in accordance with applicable Agency resolutions, policies and procedures then in effect.

VIII. **Connection Agreements.** Prior to a Member's approval of a final plat for any development or land located within the Agency's Jurisdiction, the Agency, the Member having zoning and planning jurisdiction, and such owner, developer or sub-divider shall enter into a three-party connection agreement (or subdivision agreement or similar instrument) that authorizes the connection of such development or land to the Agency's System and incorporates

the Agency's Growth Management Plan, these Policies, and the sewer connection fees and user rates schedules and policies then in effect. In lieu of such three-party connection agreement (or subdivision agreement or similar instrument), such Member and owner, developer, or sub-divider shall be deemed to have complied with this section without entering into a three-party agreement if such agreement between the Member and owner, developer, or sub-divider (1) incorporates the Agency's Growth Management Plan, these Policies, and the sewer connection fees and user rates schedules and policies then in effect, (2) expressly names the Agency as a third party beneficiary with respect to the enforcement of the same, and (3) is approved as to form by the Agency Administrator (or his or her designee). Such three-party agreement (or two-party agreement with the Agency as a third-party beneficiary) or a memorandum of the same shall be recorded against the subject land in order to provide notice of the Agency's rights therein. Each Member shall include this provision as a condition to each preliminary plat approval. Provided however, that no such three-party connection agreement (or two-party agreement with the Agency as a third-party beneficiary) is required for any final plat for any development or land that is (a) within the Gretna Sewer Service Area, Springfield Sewer Service Area, Sarpy Sewer Service Area, or Papillion Sewer Service Area, respectively, pursuant to the separate interlocal agreements by the Agency and Gretna and Springfield and as otherwise set forth in Agency Resolution 2019-004 dated June 26, 2019, and (b) not connecting to the Agency's System.

Amended Agency Growth Management Plan and Implementing Policies and Procedures Adopted by:

Agency Board:	[June 28], 2023
Sarpy County Governing Body:	[], 2023
Bellevue Governing Body:	[], 2023
Gretna Governing Body:	[], 2023
La Vista Governing Body:	[], 2023
Papillion Governing Body:	[], 2023
Springfield Governing Body:	[], 2023

FIGURE 1

Agency's Jurisdiction

Established by Agency Pursuant to Resolution 2019-004 on June 26, 2019

[Attached]

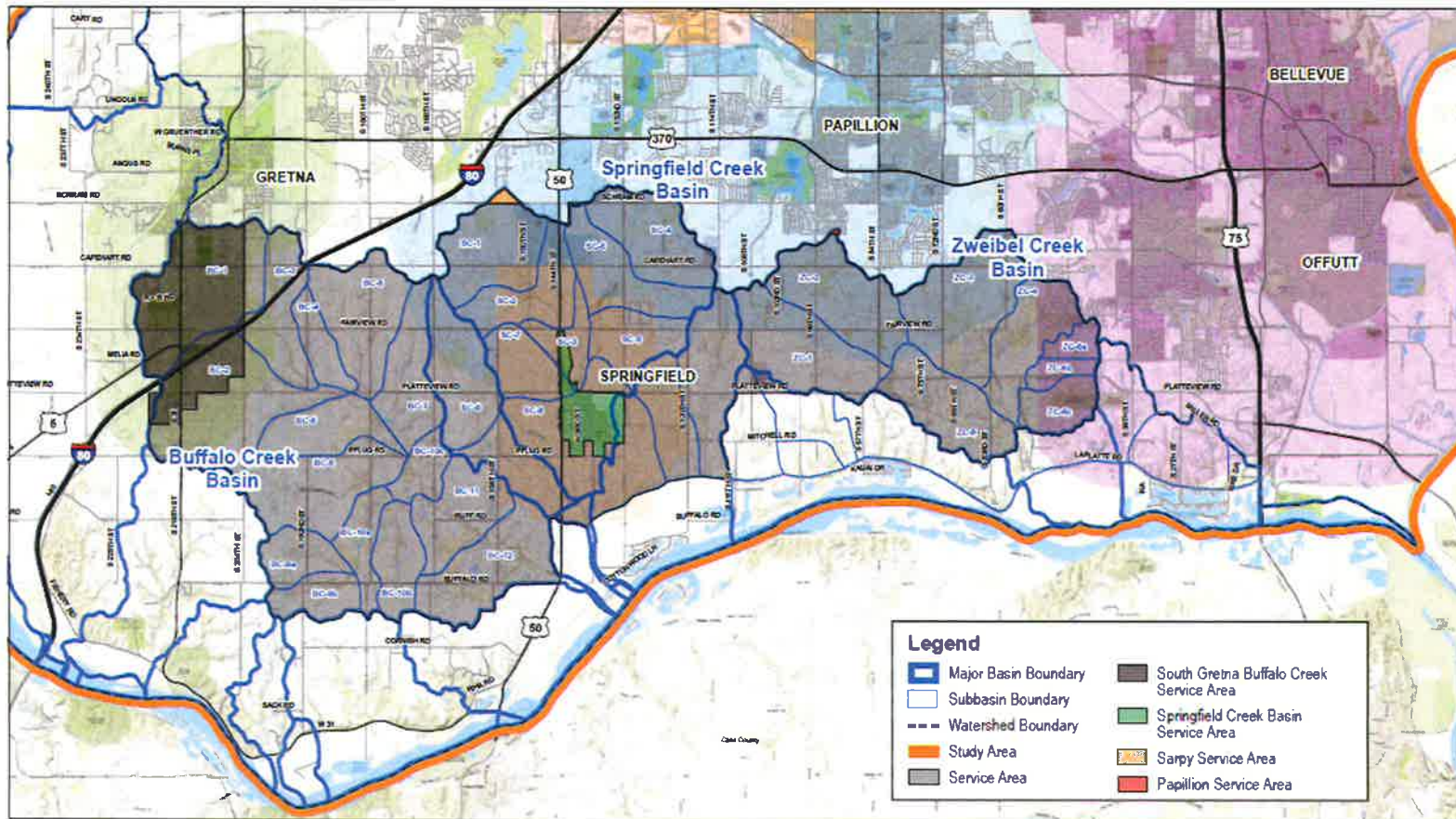


FIGURE 1
Growth Management Plan



SOUTHERN SARPY COUNTY



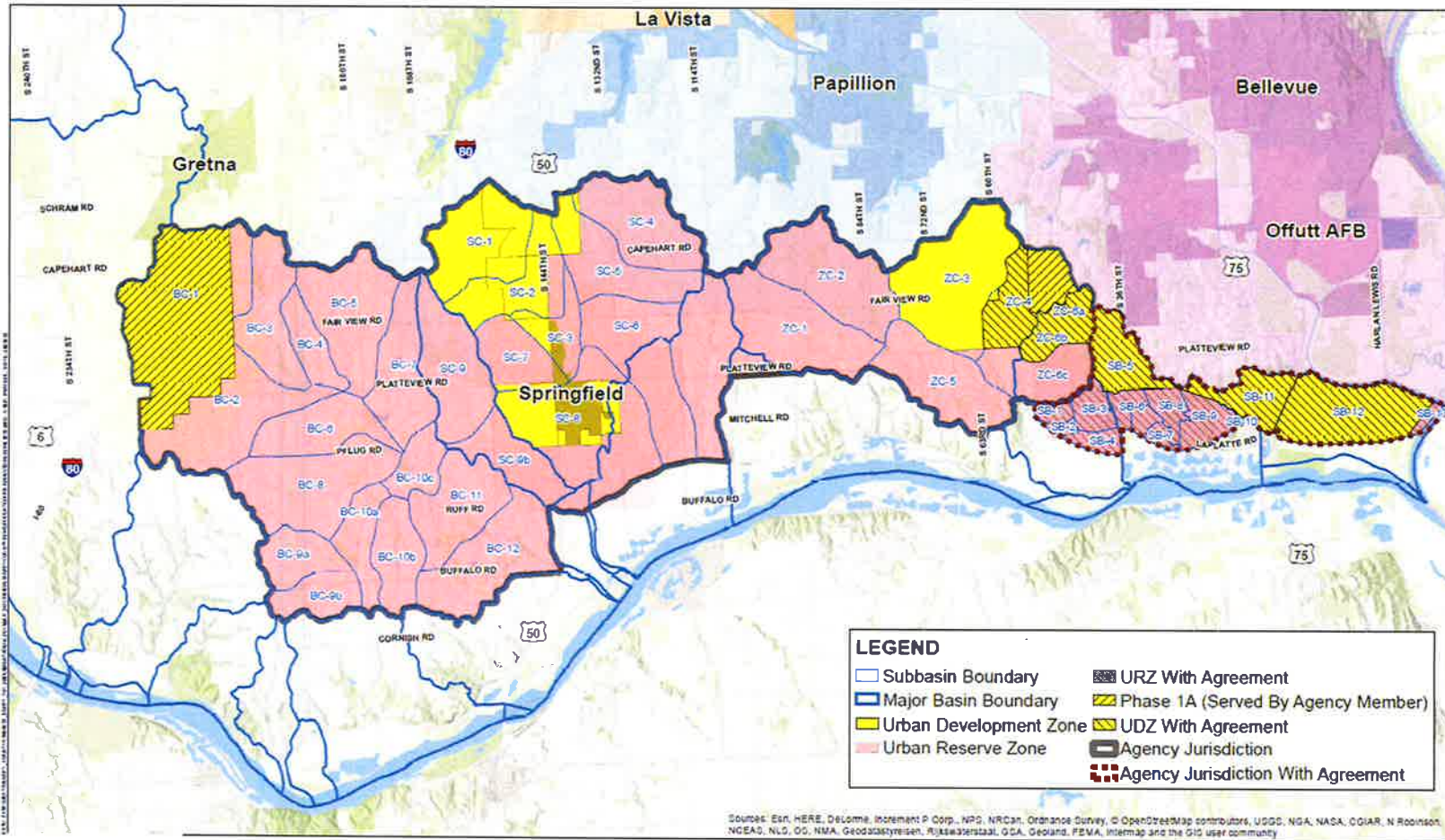
DATE: June 2019
FIGURE: Service Area

FIGURE 2

Growth Zones

**Initially Established by Agency on June 26, 2019 Pursuant to Resolution 2019-004
Amended by the Agency on February 26, 2020 Pursuant to Resolution 2020-004; and on April 27,
2022 Pursuant to Resolution No. 2022-015**

[Attached]



**SOUTHERN SARPY COUNTY
UPDATED URBAN DEVELOPMENT ZONE**

DATE
APRIL 2022



FIGURE
2



Summary Report	
Title	compareDocs Comparison Results
Date & Time	6/23/2023 9:44:05 AM
Comparison Time	1.48 seconds
compareDocs version	v5.1.400.10

Sources	
Original Document	[#4866-3803-6320] [v1] GMP Policies and Procedures June 2023.docx
Modified Document	[#4866-3803-6320] [v5] GMP Policies and Procedures June 2023.docx

Comparison Statistics	
Insertions	19
Deletions	14
Changes	11
Moves	0
Font Changes	0
Paragraph Style Changes	0
Character Style Changes	0
TOTAL CHANGES	44

Word Rendering Set Markup Options	
Name	Standard
<u>Insertions</u>	
Deletions	
<u>Moves / Moves</u>	
Font Changes	
Paragraph Style Changes	
Character Style Changes	
Inserted cells	
Deleted cells	
Merged cells	
Changed lines	Mark left border.

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after saving	General	Always
Report Type	Word	Redline
Character Level	Word	False
Include Comments	Word	True
Include Field Codes	Word	True
Flatten Field Codes	Word	False
Include Footnotes / Endnotes	Word	True
Include Headers / Footers	Word	True
Image compare mode	Word	Insert/Delete
Include List Numbers	Word	True
Include Quotation Marks	Word	False
Show Moves	Word	True
Include Tables	Word	True
Include Text Boxes	Word	True
Show Reviewing Pane	Word	True
Summary Report	Word	End
Detail Report	Word	Separate (View Only)
Document View	Word	Print

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16a.
8/15/2023

COUNCIL MEETING DATE: 08/15/2023		SUBMITTED BY: Susan Kluthe, City Clerk		
AGENDA ITEM:		CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

Approval of Waiver Hunting Regulations - Capt. Kurt Stroehrer or Sgt. Don Pleiss reviewed information, either approving or denying the application and then it is submitted to Council for approval.

SYNOPSIS/BACKGROUND:

Hunters wishing to bow hunt within the City of Bellevue during archer season of 9/1/2023 through 1/31/2024 must fill out application and provide documentation they have permission from property owner, provide a sketch of how they set up their hunting site, and provide a copy of their current hunting permit.

FISCAL IMPACT: \$ 0.00 BUDGETED FUNDS: NO GRANT/MATCHING FUNDS: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO	COUNTER-PARTY: N/A	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: N/A		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: N/A		
START DATE: N/A	END DATE: N/A	PAYMENT DATE: N/A
INSURANCE REQUIRED: NO		
CIP PROJECT NAME: N/A	CIP PROJECT NAME: N/A	
STREET DISTRICT NAME (S): N/A	STREET DISTRICT NUMBER (S): N/A	
ACCOUNTING DISTRIBUTION CODE: N/A	ACCOUNT NUMBER: N/A	

RECOMMENDATION:

Request approval of the list of applications for hunting waivers, as reviewed and approved by Capt. Kurt Stroehrer or Sgt. Don Pleiss.

ATTACHMENTS:

1. Listing for approval	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

(Handwritten signatures in blue ink)

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16b.
8/15/2023

COUNCIL MEETING DATE: August 15, 2023		SUBMITTED BY: Tammi Palm, Planning Director	
AGENDA ITEM:	CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Request to small subdivision plat Lots 1 and 2, Vacanti Replat, being a replat of Lot 2, Otto's Replat.
Applicant: Puglisi House, LLC. General Location: South 31st Street and Golden Boulevard.

SYNOPSIS/BACKGROUND:

The rezoning for this plat was approved at the July 18, 2023 meeting. The small subdivision plat was inadvertently left off this agenda. The small subdivision plat previously had public hearing at the July 5, 2023 City Council meeting

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

1. <input type="text" value="PC Recommendation"/>	2. <input type="text" value="Staff Report"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Puglisi House, LLC
CASE #'s Z-2305-12, S-2305-09
CITY COUNCIL HEARING DATE: July 18, 2023

REQUEST: to rezone Lots 1 and 2, Vacanti Replat, being a replat of Lot 2, Otto's Replat, from BG to BG and RS-72 for the purpose of single family residential and commercial development; and small subdivision plat Lots 1 and 2, Vacanti Replat.

On June 22, 2023, the City of Bellevue Planning Commission voted six yes, zero no, two absent and zero abstained:

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

VOTE:

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

Planning Commission Hearing (s) was held on: June 22, 2023

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2305-12
S-2305-09

FOR HEARING OF:
REPORT #1: June 22, 2023
REPORT #2: July 18, 2023

I. GENERAL INFORMATION

A. APPLICANT:

Puglisi House, LLC
3318 S. 106th Street
Omaha, NE 68124

B. PROPERTY OWNER:

Puglisi House, LLC
3318 S. 106th Street
Omaha, NE 68124

C. GENERAL LOCATION:

South 31st Street and Golden Boulevard

D. LEGAL DESCRIPTION:

Lots 1 and 2, Vacanti Replat, being a replat of Lot 2, Otto's Replat, located in the Southwest ¼ of Section 33, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lot 2, Vacanti Replat, from BG to BG and RS-72.
2. Small subdivision plat Lots 1 and 2, Vacanti Replat.

F. EXISTING ZONING AND LAND USE:

BG/Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a change of zone and small subdivision plat to create a single-family residential lot.

H. SIZE OF SITE:

The site is approximately 0.79 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is currently vacant and covered in vegetation.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- C. North:** Commercial/BG
- D. East:** Commercial/BG
- E. South:** Single-Family/RS-72
- F. West:** Multi-Family Residential/ RG-20-PS

G. RELEVANT CASE HISTORY:

On June 22, 2023, the Planning Commission recommended APPROVAL of a request to rezone Lots 1 and 2, Vacanti Replat, being a replat of Lot 2, Otto's Replat, located in the Southwest ¼ of Section 33, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from BG to BG and RS-72 for the purpose of commercial and single-family residential developments; and small subdivision plat Lots 1 and 2, Vacanti Replat.

H. APPLICABLE REGULATIONS:

1. Section 5.10, Zoning Ordinance, regarding RS-72 uses and requirements.
2. Chapter 5, Subdivision Regulations, regarding Small Subdivisions.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data information available for this area.
2. Proposed Lot 1 will have access from South 31st Street while proposed Lot 2 will have access along Golden Boulevard.

D. UTILITIES:

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

E. ANALYSIS:

1. Pat and Janelle Vacanti, on behalf of Puglisi House, LLC., have submitted a request to rezone Lots 1 and 2, Vacanti Replat, from BG to BG and RS-72 for the purpose of a single-family residential and commercial development.
2. In conjunction with the change of zone, the applicant is requesting a small subdivision plat for Lots 1 and 2, Vacanti Replat.
3. Proposed Lot 1 will remain zoned BG to allow for future commercial use. The applicant has indicated future commercial development on this lot would be similar in size and layout to the existing dental office to the north. Proposed Lot 2 would be rezoned to RS-72. The applicant desires to build a single-family residential home (1,200-1,300 square foot in size) similar to the existing homes in the adjacent neighborhood.

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

4. Both proposed lots meet the minimum requirements for the requested zonings.
5. The requested RS-72 zoning is consistent with the zoning designation of the adjacent residential neighborhood.
6. 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 Papillion La Vista 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.

Bellevue Public Works Engineer Matt Knight requested technical revisions to the plat. The applicant's engineer has satisfied this request.

Sarpy County Public Works Engineer Michael Sharp requested technical revisions to the plat. These revisions have since been made.

No other comments were received on this case.

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

8. The residential development will have access to Golden Boulevard via a private drive. The proposed commercial lot will have access to South 31st Street.

9. The Future Land Use Map of the Comprehensive Plan shows this area as commercial. If single-family residential zoning is approved for Lot 2, the Future Land Use Map can be amended with the 2023 Comprehensive Plan update.

10. Staff believes this proposed RS-72 single-family residential zoning fits with the adjacent neighborhood, while the remaining BG zoning will preserve commercial opportunity in the area.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

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

VI. ATTACHMENTS TO REPORT

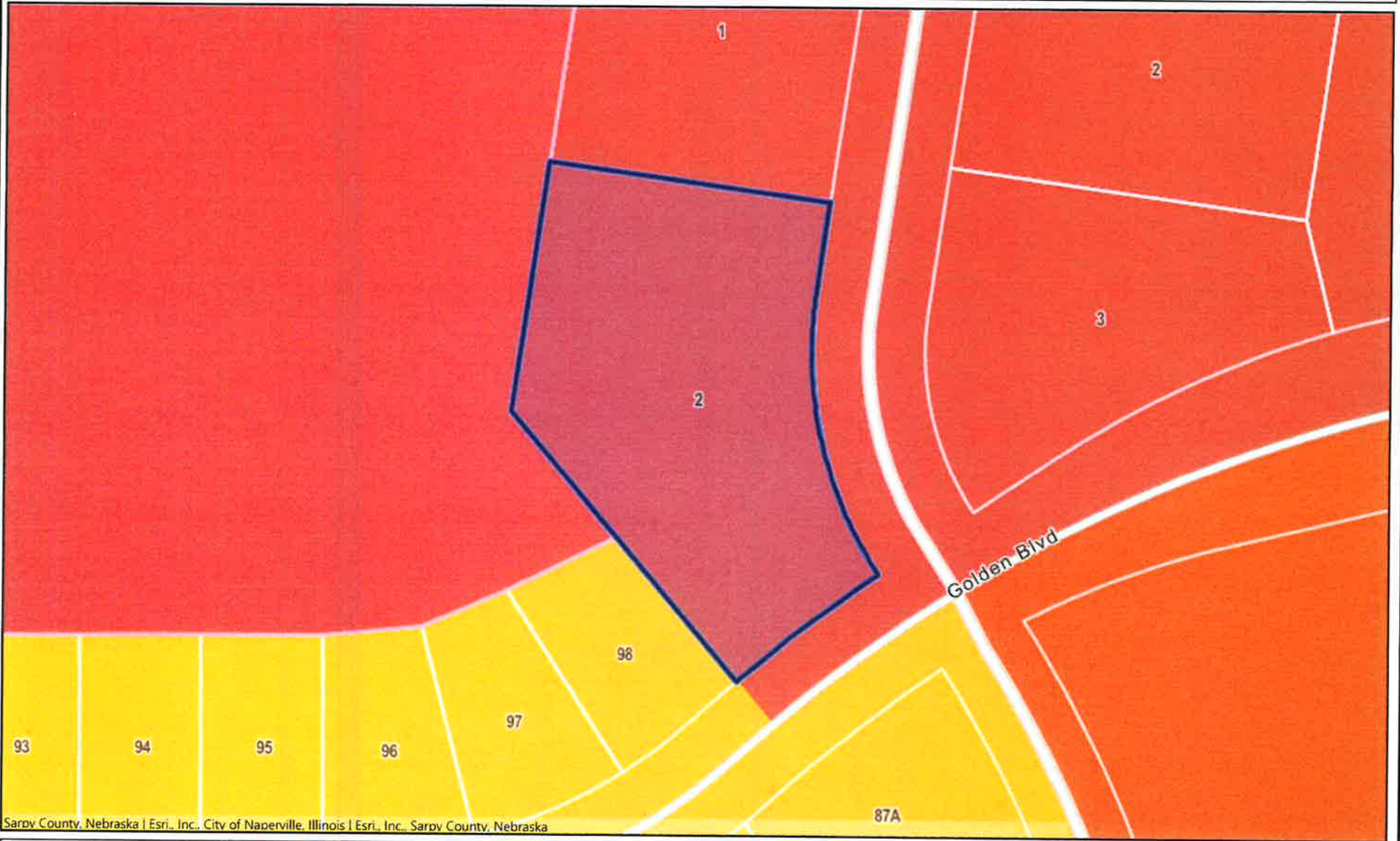
1. Vicinity map/Zoning Map
2. 2020 GIS aerial photo of the property
3. Justification letter received May 12, 2023
4. Small Subdivision Plat received June 1, 2023

VII. COPIES OF REPORT TO:

1. Puglisi House, LLC
2. Pat Vacanti
3. Janelle Vacanti
4. Hill-Farrell Associates, Attn: Doug Hill
5. Public Upon Request


Assistant Planning Manager


Planning Manager Date of Report



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



Map Scale 1: 1128

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

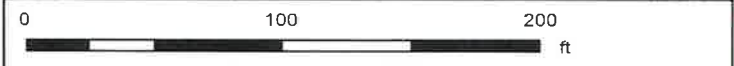


Notes





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



Map Scale 1: 1128

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



May 12, 2023

Dear Bellevue Planning Dept. -

Janelle Vacanti, sole owner
of Puglisi House, LLC. is requesting
re-zoning of pending small subdivision
lot 2 Vacanti Replat because she
intends to develop for single family residences
(R572)

Respectfully

Pat Vacanti

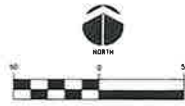
Treasurer Puglisi House, LLC.

RECEIVED
MAY 12 2023
PLANNING DEPT.

VACANTI REPLAT

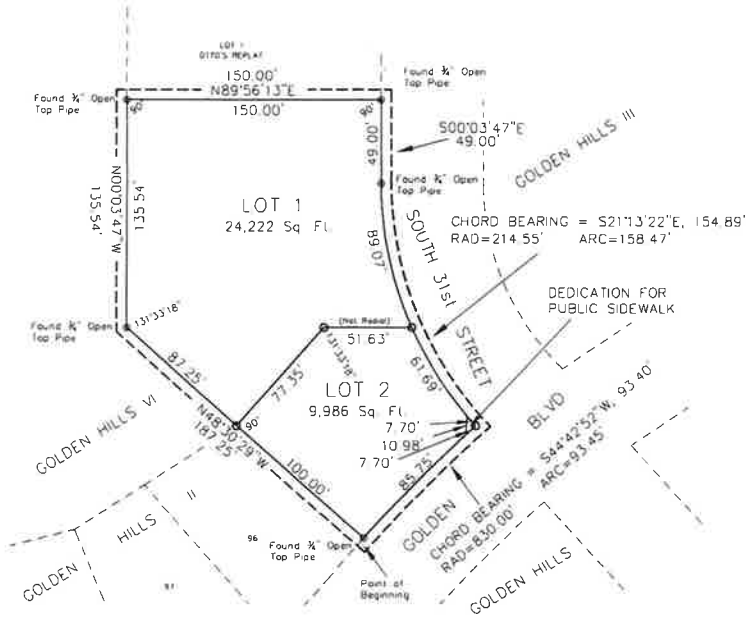
LOTS 1 and 2

BEING A REPLAT OF LOT 2, OTTO'S REPLAT,
LOCATED IN THE SW 1/4 OF SEC. 33, T14N, R13 E OF THE
6th P.M., SARPY COUNTY, NEBRASKA.



1 inch = 50 ft.

- ⊙ = PROPERTY CORNER FOUND (SIZE AS NOTED)
 - ⊙ = PROPERTY CORNER SET (5/8" REBAR W/ CAP L.S. NO. 373)
 - ⊙ = SET "X" IN CONCRETE
 - = DENOTES SURVEYED DIMENSION
 - = PLATTED DIMENSION
- BOUNDARY BEARINGS AND DISTANCES ARE PLATTED



SURVEYOR'S CERTIFICATE

I, RONALD D. HILL, THE NEBRASKA REGISTERED LAND SURVEYOR NO. 373, DULY REGISTERED UNDER THE LAND SURVEYOR'S REGULATION ACT WITHIN THE STATE OF NEBRASKA, DO HEREBY STATE THAT I HAVE PERFORMED A SURVEY OF THE LAND DEPICTED ON THE ACCOMPANYING PLAT; THAT SAID PLAT IS A TRUE DELINEATION OF SAID SURVEY PERFORMED PERSONALLY OR UNDER MY DIRECT SUPERVISION, THAT SAID SURVEY WAS MADE TO REFERENCE TO KNOWN AND RECORDED MONUMENTS MARKED AS SHOWN, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, ACCURATE AND IN ACCORDANCE WITH THE LAND SURVEYOR'S REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY IN "VACANTI REPLAT", BEING A REPLAT OF LOT 2, OTTO'S REPLAT, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF LOT 2, OTTO'S REPLAT; THENCE N 48°30'29" W (ASSUMED BEARING), 187.25 FEET TO AN ANGLE POINT IN THE WEST LINE OF SAID LOT 2; THENCE CONTINUING ALONG THE WESTERLY LINE OF SAID LOT 2, N 00°03'47" W, 135.54 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE N 89°56'13" E, 150.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE S 00°03'47" E, 49.00 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING OF S 21°13'22" E, 154.89 FEET, RADIUS 214.55 FEET, ARC 158.47 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING OF S 44°42'52" W, 93.40 FEET, RADIUS 83.00 FEET, ARC 93.45 FEET TO THE POINT OF BEGINNING DESCRIBED TRACT CONTAINS 34,238 SQUARE FEET OR 0.786 AC. MORE OR LESS.

DATE _____ RONALD D. HILL NE LS NO. 373

DEDICATION

KNOW ALL MEN BY THESE PRESENT THAT WE, PUGLISI HOUSE L.L.C., BEING THE OWNERS OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS "VACANTI REPLAT", AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT. WE DO FURTHER GRANT THE PERMANENT STORM SEWER EASEMENT TO THE CITY OF BELLEVUE AS SHOWN. WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT AND CENTURYLINK, INC. AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CROSS ARMS, DOWN GUYS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREON, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LINES, AND AN EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL LOTS. NO PERMANENT BUILDINGS, TREES, RETAINING WALL OR LOOSE ROCK SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS AND OTHER PURPOSES THAT DO NOT THEN OF LATER INTERFERE WITH THE AFORESAID USES OF RIGHTS HEREIN GRANTED. IN WITNESS WHEREOF WE SET OUR NAMES THIS _____ DAY OF _____ 2023.

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF _____) SS

PUGLISI HOMES, L.L.C.
JANELLE VACANTI, MANAGING PARTNER

ON THIS _____ DAY OF _____ 2023, BEFORE ME, A NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED FOR SAID STATE AND COUNTY APPEARED JANELLE VACANTI, PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME APPEARS ON THE DEDICATION ON THIS PLAT AND SHE DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE HER VOLUNTARY ACT AND DEED.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

SARPY COUNTY TREASURER

THIS IS TO CERTIFY THAT I FIND NO TAXES DUE OR DELINQUENT AGAINST THE PROPERTY AS DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

SARPY COUNTY TREASURER _____ DATE _____

APPROVAL OF BELLEVUE PLANNING COMMISSION

THIS PLAT OF "VACANTI REPLAT" WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION THIS _____ DAY OF _____ 2023.

CHAIRPERSON
BELLEVUE PLANNING COMMISSION

APPROVAL OF BELLEVUE CITY COUNCIL

THIS PLAT OF "VACANTI REPLAT" WAS APPROVED BY THE BELLEVUE CITY COUNCIL THIS _____ DAY OF _____ 2023. THIS PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN NINETY (90) DAYS OF THE ABOVE DATE.

ATTENT: _____
CITY CLERK

MAYOR, CITY OF BELLEVUE, NEBRASKA

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF "VACANTI REPLAT" WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE ON THIS _____ DAY OF _____ 2023.

SARPY COUNTY SURVEYOR/ENGINEER

RECEIVED
JUN 01 2023
PLANNING DEPT.

SURVEY RDH/JBH
DRAWN RDH
DATE 05/12/2023
05/25/2023
06/01/2023

VACANTI REPLAT
SMALL SUBDIVISION, CITY OF BELLEVUE,
SARPY COUNTY, NEBRASKA

HILL-FARRELL ASSOCIATES, INC.
Land Surveyors
Bellevue, NE 68005 (402) 291-6100



PROJECT NO.
VACANTI REPLAT

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

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

SUBJECT:

Approval of and authorization for the Mayor to: sign the Nebraska Transportation Assistance Program Agreement with NDOT.

SYNOPSIS/BACKGROUND:

Agreement with the NDOT to receive reimbursement funds for operational expenses of the Specialized Transportation Service up to a maximum amount of \$161,323.00

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:

To approve the proposed agreement.

ATTACHMENTS:

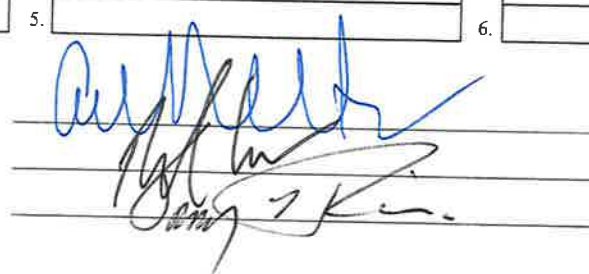
1. 2. 3.
4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



AGREEMENT

THIS AGREEMENT made and entered into by the State of Nebraska, Department of Transportation, hereinafter referred to as "Department," and the City of Bellevue, hereinafter referred to as "Contractor," is for the purpose of providing partial funding of Contractor's Public Transportation System (hereinafter referred to as "Project"), from July 1, 2023 until June 30, 2024.

WHEREAS, the Nebraska Public Transportation Act as provided by Neb.Rev.Stat. §13-1201 through 13-1214 (Reissue 2016), established a public transportation assistance program to provide State financial assistance to qualified eligible recipients, and

WHEREAS, the Contractor qualifies as an eligible recipient of public transportation assistance, and

WHEREAS, the Contractor has agreed to operate, or contract for the operation of, a public transportation system for the duration of this Agreement; and

WHEREAS, the Contractor has the capability to provide local matching funds of an amount equal to that provided by the Department.

NOW THEREFORE, in consideration of these facts the parties agree as follows:

Section 1 PROJECT SCOPE

The Contractor shall undertake and complete the Project as described in its Application for the Nebraska Public Transportation Assistance Program, hereinafter referred to as "Project Application", filed with and approved by the Department, and in accordance with the terms and conditions of this Agreement.

Section 2 REDUCED FARES

The Contractor agrees to offer, on city bus systems included in this Project and operating over regularly scheduled routes, a reduced fare to the elderly and handicapped not to exceed one-half of

the rates generally applicable to other persons at peak hours for each one way trip. The Contractor may designate certain peak hours during which this section shall not apply.

Section 3 AGREEMENT PERFORMANCE TERM

The Agreement performance term shall be from July 1, 2023 until June 30, 2024.

Section 4 FUNDING

The Department's share shall not exceed State funds of \$161,323. or 50% of eligible operating costs whichever is smaller. The fulfillment of this dollar amount will be contingent upon the availability of State funds during the Agreement performance term referred in Section 3.

Section 5 PROJECT COST

The Department shall subsidize a percentage of the eligible operating deficit and the Contractor agrees to provide, from local sources, funds in an amount equal to the Department subsidy. The Contractor shall initiate and pursue to completion all actions necessary to enable the Contractor to provide its share of the Project costs at or prior to the time that such funds are needed to meet Project costs. The Contractor further agrees no refund or reduction of the amount so provided will be made, unless there is at the same time, a refund to the Department of a proportionate amount.

Section 6 PROJECT EQUIPMENT USES

The Contractor agrees the Project equipment shall be used as described in the approved Project Application for the duration of its useful life. If, during such useful life, any Project equipment is not used in this manner or is withdrawn from service, the Contractor shall immediately notify the Department and shall dispose of such equipment in accordance with procedures acceptable to the Department.

Section 7 LEASES OR SUBCONTRACTS

Anytime the Contractor leases or subcontracts with a third party for the operation of public transportation, the requirements and stipulations contained herein shall be held applicable to the third party. All third-party subcontracts shall be approved by the Department, prior to execution by the Contractor.

Section 8 RECORDS AND REPORTS

(a) ESTABLISHMENT AND MAINTENANCE OF ACCOUNTING RECORDS

The Contractor shall keep and maintain satisfactory records with regard to the use of the property in accordance with the Accounting Manual and submit to the Department upon request such information as is required in order to assure compliance with this Section and shall immediately notify the Department in all cases where the service offered is changed substantially from that described in the Project Application. The Contractor shall establish and maintain, in accordance with requirements established by the Department in the Accounting Manual, separate accounts for the Project, either independently or within its existing accounting system, to be known as the Project Account.

(b) PROJECT COSTS DOCUMENTATION

All charges to the Project Account shall be supported by properly executed invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges, in accordance with the Accounting Manual.

(c) CHECKS, ORDERS AND VOUCHERS

Any check or order drawn by the Contractor with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Contractor stating in proper detail the purpose for which such check or order is drawn. All checks, invoices, contracts, vouchers, orders or other accounting documents

pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.

(d) REPORTS

The Contractor shall advise the Department regarding the progress of the Project at such times and in such manner as the Department may require, including, but not limited to meetings and monthly reports. The Contractor shall submit to the Department, at such time as may be required, such financial statements, data, records, contracts and other documents related to the Project as may be deemed necessary by the Department, and shall permit extracts and copies thereof to be made, during the Agreement period and for three (3) years after the date of final payment.

Section 9 PAYMENTS

(a) The Department shall pay for the eligible costs incurred under the terms of this Agreement and only those costs properly documented and itemized on the Contractor's invoice.

(b) Payments shall be made once each month and shall be for costs incurred within the scope of this Agreement. The Contractor shall submit monthly invoices and such invoices, or supplements thereto, shall be the basis of payment. The final invoice (for the month of June) must be submitted to the Department no later than August 15th following the close of the Agreement performance term. Any invoices received after that date will be paid from funds authorized for the following fiscal year's agreement. The invoices shall be signed by a duly authorized representative of the Contractor, certifying that all of the items therein are true and correct. Payment shall be made subject to pre-audit processes by duly authorized representative(s) of the Department. The Department, upon receipt of the proper invoices, will make every reasonable effort to provide payment to the Contractor within (15) calendar days.

Section 10 INSPECTIONS AND AUDIT

The Contractor shall permit the Department, or its duly authorized representative(s), to inspect all vehicles, facilities and equipment engaged by the Contractor as part of the Project, all transportation services rendered by the Contractor by the use of such vehicles, facilities and equipment and all relevant Project data and records. The Contractor shall also permit the Department or its duly authorized representative(s) to conduct audit procedures of the financial records and accounts of the Contractor pertaining to the Project.

Section 11 TERMINATION

Either party may, by written notice to the other party, terminate the Project and cancel this Agreement after thirty (30) days' notice for any of the following reasons:

- (1) The Contractor discontinues providing the transportation services as agreed;
- (2) The Contractor takes any action pertaining to this Agreement without the approval of the Department and which under the procedures of this Agreement would have required the approval of the Department;
- (3) The commencement, prosecution or timely completion of the Project by the Contractor is, for any reason, rendered improbable, impossible or illegal;
- (4) The Contractor shall be in default under any provision of this Agreement;
- (5) The Contractor fails to provide sufficient matching funds as defined in its Project Application; or
- (6) The Contractor desires termination for any reason.

Section 12 AGREEMENT CHANGES

Any proposed change in this Agreement shall be submitted to the Department for its prior approval.

Section 13 PROHIBITED INTERESTS

Any member, officer, or employee of the Contractor shall comply with appropriate State Statutes concerning any interest, direct or indirect in this Agreement or the proceeds thereof.

Section 14 NONDISCRIMINATION

The Contractor agrees to abide by the provisions of the Nebraska Fair Employment Practice Act as provided by Neb.Rev.Stat. §48-1101 through 48-1126 (Reissue 2010), and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in Exhibit "A" attached hereto and hereby made a part of this Agreement.

Section 15 CLAIMS

The Contractor indemnifies, saves and holds harmless the Department and all its agents and employees of and from any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the work to be performed by the Contractor hereunder and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting any such claim of whatever character arising as a result of the action taken hereunder by the Contractor. It is further agreed that any and all employees of the Contractor and all other employees except employees of the Department while engaged in the performance of any work or services required or provided for herein to be performed by the Contractor shall not be considered employees of the Department, and that any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska on behalf of said employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the Department.

Section 16 INSURANCE

The Contractor shall maintain in amount and form satisfactory to the Department such insurance or, if permitted by law, Contractor shall maintain a self-insurance program as will be adequate to protect it and the subcontractor, if any, in case of accident. As a minimum, the coverage shall consist of not less than the following amounts:

- 1. Workers' Compensation - Statutory
 - 2. Bodily Injury and Property Damage - with a combined single limit of liability of \$500,000 each occurrence
- or
- Bodily Injury
 - General and Automobile \$250,000 each person
 - General and Automobile \$500,000 each occurrence
 - Property Damage
 - General and Automobile \$250,000 each occurrence
 - General \$500,000 each aggregate

The insurance referred to in Number 2 above shall be written under Comprehensive General and Comprehensive Automobile Liability Policy Forms, including coverage for all owned, hired, and non-owned automobiles. The Contractor may at his option provide the limits of liability as set out above by a combination of the above-described policy forms and excess liability policies. Contractor shall verify compliance with this section by submitting a copy of its Certificate of Insurance, or if self-insured, a letter to this effect.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representative of the Contractor and Department effective the day and year below written.

EXECUTED by the Contractor on _____

CITY OF BELLEVUE

BY _____

TITLE _____

EXECUTED by the Department on _____

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

Jodi Gibson, Manager
Local Assistance Division

EXHIBIT A**NONDISCRIMINATION CLAUSES**

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

(1) Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of handicap, race, color or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A", "B" and "C" of Part 21 of the Regulations.

(3) Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontractor, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of handicap, race, color or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions of noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the Department, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 08/15/2023		SUBMITTED BY: Mike Christensen	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Demo proposal for 12510 S 9th St. Bellevue, NE 68123
LEGAL: TAX LOT D1A1 EXC S 450 FT 2-13-13 & TAX LOT 6 EXC S 450 FT 3-13 (1.18AC)

SYNOPSIS/BACKGROUND:

A resolution was passed by the Bellevue City Council on the 5th day of July, 2023 ordering the structures at 12510 S 9th Street to be torn down by August 5, 2023. This has not happened and no demolition permit has been secured with the permits department to remove the structures therefore; bids were requested for the removal of the structures located at 12510 S. 9th Street.

FISCAL IMPACT: \$19,500.00 BUDGETED FUNDS?: yes GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: yes 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: 19 ACCOUNT NUMBER: 6260

RECOMMENDATION:

Accept proposal #1 recommended by the Chief Building Official for the demolition of the structures located at 12510 S. 9th Street Bellevue, NE 68123. This proposal includes demo of the structures, water and sewer disconnects, inspection and removal of all asbestos found. After all of the demo debris is removed, the foundation hole will be filled with clean fill dirt and the lot left in a graded, seeded and safe condition.

ATTACHMENTS:

- Proposal Christensen Excavating
- Quote Jim's Hauling
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]

#1

Proposal

Page # _____ of _____ pages

CHRISTENSEN EXCAVATING CO., INC.

6625 "C" St.
OMAHA, NEBRASKA 68106

PHONE: (402) 393-2917

CELL: (402) 677-5550



JUST CAT'N AROUND

PROPOSAL SUBMITTED TO: <i>CITY OF BELLEVUE</i>	JOB NAME	JOB #
ADDRESS <i>1510 WALL ST</i>	JOB LOCATION <i>12510 S. 9TH</i>	
<i>BELLEVUE, NE 68005</i>	DATE <i>7/24/03</i>	DATE OF PLANS
PHONE #	FAX #	ARCHITECT

We hereby submit specifications and estimates for:

*WE WILL DISCONNECT SEWER AND WATER. TEST FOR ASBESTOS
AND REMOVE ANY FUNDS.
OBT PERMIT - WRECK HOUSE (BUILDING) AND GARAGE
REMOVE ALL FOOTINGS AND FOUNDATIONS
FILL WITH CLEAN DIRT
GRADE AND SEED ALL DISTURBED AREAS.*

TOTAL: 19,500.00

We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:

\$ _____ Dollars

with payments to be made as follows: _____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

Note - this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____

QUOTE


CITY OF BELLEVUE

Date
Aug 7, 2023

Expiry
Sep 6, 2023

Quote Number
QU-0180

Reference
12510 S 9th St


JIM'S HAULING
19798 Mynster Springs Rd
COUNCIL BLUFFS IA 51503
jhall63@cox.net
712-323-9380

Description	Quantity	Unit Price	Tax	Amount USD
Demolition of 2 Story Dwelling, includes removal of debris, footings and floor, removal of garage, footings and floor; includes utilities shut offs; bring in clean fill. Includes asbestos testing but NOT abatement.	1.00	23,000.00	Tax Exempt	23,000.00
			TOTAL USD	23,000.00

Terms

This does not include asbestos abatement.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 08/15/2023		SUBMITTED BY: Mike Christensen	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Demo proposal for 8418 S 36th Street Bellevue, NE 68147 - LEGAL: LOT 5 B BLOCK 3 POTTER & GEORGE COMPANY'S SUBDIVISION

SYNOPSIS/BACKGROUND:

A resolution was passed by the Bellevue City Council on the 5th day of July, 2023 ordering the structures at 8418 S 36th Street to be torn down by August 5, 2023. This has not happened and no demolition permit has been secured with the permits department to remove the structures therefore; bids were requested for the removal of the structures located at 8418 S 36th St.

FISCAL IMPACT: \$13,150.00 BUDGETED FUNDS: yes GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: yes 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: 19 ACCOUNT NUMBER: 6260

RECOMMENDATION:

Accept proposal #1 recommended by the Chief Building Official for the demolition of the structures located at 8418 S 36th Street Bellevue, NE 68147. This proposal includes demo of the structures, water and sewer disconnects, inspection and removal of all asbestos found. After all of the demo debris is removed, the foundation hole will be filled with clean fill dirt and the lot left in a graded, seeded and safe condition.

ATTACHMENTS:

1. Proposal Christensen Excavating 2. Quote Jim's Hauling 3.

4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Signature

Signature

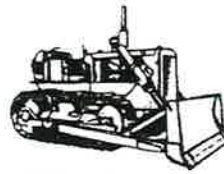
Signature

Proposal

Page # _____ of _____ pages

**CHRISTENSEN
EXCAVATING CO., INC.**
6625 "C" St.
OMAHA, NEBRASKA 68106

**PHONE: (402) 393-2917
CELL: (402) 677-5550**



JUST CAT'N AROUND

PROPOSAL SUBMITTED TO: <i>CITY OF BELLEVUE</i>	JOB NAME	JOB #
ADDRESS <i>1510 WALL ST</i>	JOB LOCATION <i>8418 S. 36th ST</i>	
<i>BELLEVUE, NE 68005</i>	DATE <i>7/24/2023</i>	DATE OF PLANS
PHONE #	FAX #	ARCHITECT

We hereby submit specifications and estimates for:

*WE WILL DISCONNECT SEWER AND WATER. TEST FOR ASBESTOS
AND REMOVE ANY FUNGI
OBT PERMIT - WRECK HOUSE (BUILDING).
REMOVE ALL FOOTINGS AND FOUNDATION
FILL WITH CLEAN DIRT
~~GRASS~~ GRASS AND SEED ALL DISTURBED AREAS*

TOTAL \$13,150.00

We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:

\$ _____ Dollars

with payments to be made as follows: _____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully
submitted _____

Note - this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____ Signature _____

QUOTE

CITY OF BELLEVUE

Date
Aug 7, 2023

Expiry
Sep 6, 2023

Quote Number
QU-0182

Reference
8418 South 36th

JIM'S HAULING
19798 Mynster Springs Rd
COUNCIL BLUFFS IA 51503
jhall63@cox.net
712-323-9380

Description	Quantity	Unit Price	Tax	Amount USD
Demolition of single story dwelling. Includes removal of debris, footings and floor, Includes utilities shut offs; bring in clean fill. Includes asbestos testing but NOT abatement.	1.00	14,500.00	Tax Exempt	14,500.00
			TOTAL USD	14,500.00

Terms

Does not include asbestos abatement

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 08/15/2023		SUBMITTED BY: Mike Christensen	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Demo proposal for 2611 Margo Street Bellevue, NE 68147 - LEGAL: LOTS 5 & 6 BLOCK 12 FIRST ADDITION TO RANDOLPH PLACE TO SOUTH OMAHA & N 1/2 VAC ALLET ADJ

SYNOPSIS/BACKGROUND:

A resolution was passed by the Bellevue City Council on the 5th day of July, 2023 ordering the structures at 2611 Margo Street to be torn down by August 5, 2023. This has not happened and no demolition permit has been secured with the permits department to remove the structures therefore; bids were requested for the removal of the structures located at 2611 Margo St.

FISCAL IMPACT: \$13,150.00 BUDGETED FUNDS?: yes GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: yes 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: 19 ACCOUNT NUMBER: 6260

RECOMMENDATION:

Accept proposal #1 recommended by the Chief Building Official for the demolition of the structures located at 2611 Margo St. Bellevue, NE 68147. This proposal includes demo of the structures, water and sewer disconnects, inspection and removal of all asbestos found. After all of the demo debris is removed, the foundation hole will be filled with clean fill dirt and the lot left in a graded, seeded and safe condition.

ATTACHMENTS:

1. Proposal Christensen Excavating	2. Quote Jim's Hauling	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Kimberly Bruffell
[Signature]
[Signature]

Proposal

CHRISTENSEN EXCAVATING CO., INC.

6625 "C" St.
OMAHA, NEBRASKA 68106

PHONE: (402) 393-2917

CELL: (402) 677-5550



JUST CAT'N AROUND

PROPOSAL SUBMITTED TO: <i>CITY OF BELLEVUE</i>	JOB NAME	JOB #
ADDRESS <i>1570 WAL ST BELLEVUE, NE 68005</i>	JOB LOCATION <i>2611 MARCO ST.</i>	
	DATE <i>7/24/2023</i>	DATE OF PLANS
PHONE #	FAX #	ARCHITECT

We hereby submit specifications and estimates for:

*WE WILL DISCONNECT SEWER AND WATER. TEST FOR ASBESTOS AND REMOVE ANY FOUND.
GET PERMIT.
REMOVE ALL FOOTINGS AND FOUNDATIONS
FILL WITH CLEAN DIRT
GRADE ANY SEEDS ALL DISTURBED AREAS*

TOTAL \$ 13,150.00

We propose hereby to furnish material and labor – complete in accordance with the above specifications for the sum of:

\$ _____ Dollars

with payments to be made as follows: _____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

Note — this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____

QUOTE

CITY OF BELLEVUE

Date
Aug 7, 2023

Expiry
Sep 6, 2023

Quote Number
QU-0181

Reference
2611 Margo St

JIM'S HAULING
19798 Mynster Springs Rd
COUNCIL BLUFFS IA 51503
jhall63@cox.net
712-323-9380

Description	Quantity	Unit Price	Tax	Amount USD
Demolition of a single story dwelling. Includes removal of debris, footings and floor: includes utilities shut offs; bring in clean fill. Includes asbestos testing but NOT abatement.	1.00	16,500.00	Tax Exempt	16,500.00
			TOTAL USD	16,500.00

Terms

Does not include asbestos abatement

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 08/15/23		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 type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Sarpy County Election Commission Usage Contract Agreement

SYNOPSIS/BACKGROUND:

Agreement regarding with the Sarpy County Election Commission to use the Bellevue Public Library, 1003 Lincoln Road, as a polling place for the Presidential Primary, May 14, 2024, and the General Election, Nov. 5, 2024.

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:

Recommend that Mayor Rusty Hike sign agreement on behalf of the library.

ATTACHMENTS:

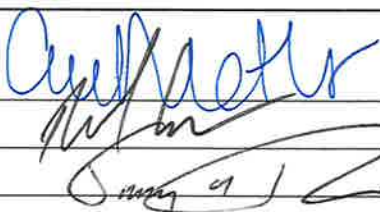
1. <input type="text" value="Sarpy County Election Commission Usage Contract Agreement"/>	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



Sarpy County Election Commission Usage Contract Agreement

Bellevue Public Library – 1003 Lincoln Rd – Precinct #7

Sarpy County, Nebraska on behalf of the Election Commission does hereby agree to use that portion of the above-identified premises more particularly described as **Bellevue Public Library** (“the polling place”) from 7:00 a.m. to 9:00 p.m. for the purpose of holding the Presidential Primary and General Elections. The Primary Election will be held Tuesday, May 14, 2024 and the General Election will be held Tuesday, November 5, 2024.

_____ (“Lessor”) hereby agrees to make available the polling place to the Election Commission for the elections. The parties understand that this contract is entered into pursuant to Nebraska Revised Statutes §32-904-905 et seq. and that there will be no rental fee.

Each party’s liability will be limited to accidental injury sustained by persons as a result of using, for their intended purposes, the voting booths and other equipment supplied by the Election Commission for election purposes.

The Indemnification provisions are not intended to waive a Party’s sovereign immunity. A Party’s liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act or other applicable provisions of law.

The provisions of this section shall survive expiration or termination of this Agreement. Lessor hereby agrees to allow electioneering materials to be displayed on Lessor’s property from 8:00 a.m. to 8:00 p.m. on Election Day and at a minimum of 200ft from the property (§ 32-1524). Lessor further agrees not to remove any electioneering material from the property until the election is completed. Lessor understands that the organizations placing the electioneering materials are responsible for their removal.

Executed in duplicate in Sarpy County, Nebraska, this ____ day of _____, 20__.

_____, LESSOR.

Signature of Authorized Representative

Emily A. Ethington
Sarpy County Election Commissioner

Printed Name of Representative

Phone Number

2024 Presidential Election Cycle
May 14 & November 5, 2024
POLLING SITE CONTACT INFORMATION

Bellevue Public Library

Primary Contact Name (For Our Office)	
Primary Contact Phone Number	
Primary Contact Email Address	
Person who can unlock the doors on Election Morning & their phone number.	
Additional person who can unlock the doors on Election Morning & their phone number.	

NOTES, REQUIREMENTS, SPECIAL INSTRUCTIONS:

Printed Name: _____

Signature: _____

Title: _____ **Date** _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 08/15/23		SUBMITTED BY: Finance/CDBG	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approve the 2022 CDBG Subrecipient Agreement with Bellevue Volunteer Fire Department Inc. for the Facility Upgrade Phase II in an amount not to exceed \$ 40,069.00

SYNOPSIS/BACKGROUND:

As part of the 2022 Action Plan approved by the City Council on July 19, 2022, the Bellevue Volunteer Fire Department Inc. (BVFD) was approved for funding in an amount not to exceed \$40,069.00 for the Facility Upgrade Phase II which will provide assistance for facility improvements including parking lot refurbishment, electrical/security lighting, and HVAC system improvements at the Fire Hall located at 2108 Franklin Street. BVFD has approved and signed the subrecipient agreement which includes the scope of service and all city and federal requirements for the use of CDBG funding.

FISCAL IMPACT: \$40,069.00 BUDGETED FUNDS: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: 2022 CDBG Subrecipient Agreement

CONTRACT EFFECTIVE DATE: 08/15/2023 CONTRACT TERM: 1 year CONTRACT END DATE: 07/30/2024

PROJECT NAME: BVFD Facility Upgrade Phase II

START DATE: 08/15/2023 END DATE: 07/30/2024 PAYMENT DATE: INSURANCE REQUIRED: Yes

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

ACCOUNTING DISTRIBUTION CODE: CDBG-192302 ACCOUNT NUMBER: 60/1903/192302/450/60HUD

RECOMMENDATION:

Approve and authorize the Mayor to sign the CDBG subrecipient agreement with Bellevue Volunteer Fire Department Inc.

ATTACHMENTS:

- 2022 CDBG Subrecipient Agreement
- Deed of Trust
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]

**SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
BELLEVUE VOLUNTEER FIRE DEPARTMENT, INC.
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-22-MC-31-0003**

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this _____ day of _____, 2023 by and between the subrecipient BELLEVUE VOLUNTEER FIRE DEPARTMENT INC. hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

WHEREAS, the GRANTEE has applied for and received funds, Catalog of Federal Domestic Assistance Number 14-218 (CDBG), from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-22-MC-31-0003 HUD contract in the amount of \$40,069.00 for facility improvements for a building located at 2108 Franklin Street, Bellevue, NE 68005; and

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

A. SCOPE OF SERVICE.

1. **Activities.** The GRANTEE will provide funding in the actual amount of expenditure, not to exceed \$40,069.00 from the B-22-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of facility improvements including electrical/security lighting, parking lot refurbishment, and HVAC system improvements to address safety concerns, ADA requirements, and code violations for the building at 2108 Franklin Street, Bellevue, NE 68005 as eligible under 24 CFR 570.202(a)(4), rehabilitation and preservation activities for nonprofit-owned nonresidential buildings. The SUBRECIPIENT will be responsible for administering a Community Development Block Grant (CDBG) program in a manner satisfactory to the GRANTEE and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:
 - a. **Program Delivery.** To provide improvements including electrical/security lighting, parking lot refurbishment, and HVAC system improvements to the building in a low- and moderate-income area at 2108 Franklin Street as outlined in the 2022 CDBG application for assistance. The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
 - i. Complete all approved work including electrical/security lighting, parking lot refurbishment, and HVAC system improvements as outlined in the CDBG 2022 application and budget.
 - ii. Provide matching funds needed to complete the improvement project and provide documentation to the GRANTEE.
 - iii. All construction work completed is subject to Federal Labor Standards Provisions as described in form HUD-4010 and in the agreement Section D. Other Program Requirements.
 - b. **Income Benefit Goals.** It is anticipated that one property owner of buildings in a low- and moderate-income area will benefit from building improvements.

- c. National Objective. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The SUBRECIPIENT certifies that the activity carried out under this agreement will meet the National Objective Area Benefit as a business serving an area with census blocks with a percentage of low- and moderate-income persons in excess of 51 percent per 24 CFR 570.208(a)(1)(i) and that is primarily residential in character.
2. Performance Monitoring. The SUBRECIPIENT at such times and in such forms as the GRANTEE may require, shall furnish performance reports pertaining to the activities undertaken pursuant to this Agreement to meet the CDBG National Objective. Such reports shall include, but not be limited to:
 - a. Statistical information including the number of persons provided with new or improved access to services and/or facilities or businesses benefiting from improved location availability.
 - b. Building utilization documentation including, but not limited to, hours of availability to the publics, reservation dates, usage fees charged, and attendance.
 - c. Update on the expenditure of funding as well as a timeline for expenditure.
 - d. Total amount and documentation of leveraged funding.
 - e. Procurement and contracting records for construction work for compliance with federal requirements and reports of the costs and obligations incurred in connection therewith,
 - f. Records documenting contractor compliance with all federal labor standard requirements, including but not limited to, Section 3 and Davis Bacon Prevailing Wage;
 - g. Other reports as required by Section 570.507 or Title 24, OMB Circular A-110, and as otherwise required by HUD and the GRANTEE.
3. Site Visit. The GRANTEE CDBG staff will perform periodic site visits to ascertain that approved and contracted work is proceeding properly and satisfactorily, authorize (with the SUBRECIPIENT's written approval, including signature and date) any change orders, and mediate in the event of the owner dissatisfaction with the work completed by the contractor. The work will be in compliance with all applicable Federal, state and local rules and regulations governing these funds and, in a manner, satisfactory to the GRANTEE. Before the commencement of the project, the SUBRECIPIENT must have approval of expenditures by the GRANTEE CDBG staff.
4. Environmental Clearance. The SUBRECIPIENT shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR 570 Subpart K, except that the SUBRECIPIENT does not assume the GRANTEE's environmental review responsibilities described in 24 CFR Part 570.604; and for initiating the review process under provisions of 24 CFR Part 52. All activities must have prior review to ensure environmental conformance through a site-specific review, i.e.: floodplain clearance, airport hazards Asbestos, Americans with Disabilities Act, etc. No grant funds may be disbursed for the project until environmental clearance has been received.
 - a. The SUBRECIPIENT must meet all mitigation requirements outlined in the environmental review record.
5. Time of Performance. This agreement will remain in effect for twelve (12) months from the date of this agreement, or for as long as funds are made available.
6. Ineligible Expenses. General maintenance costs are ineligible CDBG expenses, i.e., mowing, replacement of expended light bulbs, and similar expenses which are necessary for the operation of the facility.
7. Deed of Trust. The CDBG grant funds will be guaranteed and secured by a Promissory Note and Deed of Trust between GRANTEE and the SUBRECIPIENT, to be executed at the initial execution of the

Agreement. A final Deed of trust will be executed following the completion of the CDBG activity or expiration of the Agreement.

- a. The Deed of Trust is forgivable in five (5) years following completion of the activity upon the meeting of certain conditions by the SUBRECIPIENT with respect to CDBG conditions as set forth in this Agreement. If the requisite conditions are not met, the CDBG grant funding is repayable in full by the SUBRECIPIENT (with interest to begin to accrue thereafter at the lesser of the highest legal rate or twelve percent (12%) per annum) upon appropriate notice from the GRANTEE, and under factual circumstances supporting such conclusion by the GRANTEE.

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed \$40,069.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

2. Records and Reporting. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:

- a. Records providing a full description of each activity undertaken, including compliance with standards for public services in 24 CFR 570.201(e);
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
- c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Records documenting compliance with all federal labor standard requirements, including but not limited to, Section 3 and Davis Bacon Prevailing Wage;
- g. Financial records as required by 24 CFR 570.502 and 24 CFR 570.84.21-58; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

3. UEI Number. The SUBRECIPIENT must maintain a Subrecipient Unique Entity Identifier (UEI), formerly known as the DUNS number, registered in the System for Award Management (SAM) through the completion of the agreement. The GRANTEE must be able to verify the SUBRECIPIENT's registered UEI number with SAM.gov prior to any grant funding being disbursed.

4. Quarterly Reporting. The SUBRECIPIENT shall provide the GRANTEE with quarterly activity reports through the completion of the funded activity. All activity reports are due to the CDBG Office of the GRANTEE on or before the 15th day of the month following the end of a quarter. The CDBG Fiscal Year will be October 1st to September 30th. In the event quarterly activity reports are not provided, the GRANTEE may withhold disbursement of grants funds until all delinquent reports are provided. Quarters will be:

- a. 1st Quarter: October – December,
- b. 2nd Quarter: January – March,
- c. 3rd Quarter: April – June, and
- d. 4th Quarter: July – September.

5. **Record Retention.** The SUBRECIPIENT shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this agreement for at least five (5) years from the date of submission of the final activity report or until all audit findings have been resolved, whichever is later. The SUBRECIPIENT shall, as often as deemed necessary by the GRANTEE, permit authorized representatives of the GRANTEE and HUD to have full access to and the right to fully examine all such material.
6. **Beneficiary Data.** The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to GRANTEE monitors or their designee for review upon request.
7. **Disclosure.** The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the activity with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent/guardian.

8. **Purchasing Procedures.**

- a. For the purchase of supplies or contractual services, the SUBRECIPIENT will adhere to the following procedures:
 - i. \$0.00 to \$1,000.00 – Best Effort Pricing: Employee shall endeavor to obtain the best price for the item(s) through research or consultation with the Purchasing Agent.
 - ii. \$1,000.00-\$9,999.99 – Telephone Quotes: All purchases of supplies, equipment or contractual services in an amount of \$1,000 but under \$10,000.
 - iii. \$10,000.00-\$29,999.99 – Informal Bidding: Not published but competitive and documented for all purchases of supplies, equipment or contractual services in an amount \$10,000 but under \$30,000.
 - iv. \$30,000.00 or more – Formal Bidding (sealed bids): Published for all purchases of supplies, equipment or contractual services in an amount of \$30,000 or more.
- b. The SUBRECIPIENT will submit the bids/quotes to the GRANTEE CDBG Office. Upon approval by the GRANTEE CDBG Office, a Notice to Proceed will be issued.

9. **Contracting.**

- a. The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the GRANTEE; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GRANTEE. All terms and conditions of this agreement shall apply to any approved subcontract or assignment related to the agreement.
- b. **Subcontracts.**
 - i. **Approvals.** The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GRANTEE prior to the execution of such agreement.

- ii. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written quarterly reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- iii. Content. The SUBRECIPIENT shall include all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- iv. Selection Process. The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. All subcontractors must have a UEI number indicating eligibility to work on federal projects and be registered in the System for Award Management (www.sam.gov) and maintain a City of Bellevue contractor's license as required. Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process.

10. Request for Payment.

- a. Request for funds may be made by the SUBRECIPIENT upon satisfactory completion of project requirements as specified in the agreement. The SUBRECIPIENT must submit a cover sheet or invoice requesting reimbursement for allowable expenses signed by the Authorized Representative, a copy of the original invoice, and any additional requested documentation. The GRANTEE will reimburse the SUBRECIPIENT directly. The request will be reviewed for payment by the GRANTEE and submitted for approval by the City Council during regularly scheduled meetings on the 1st and 3rd Tuesday of each month. The GRANTEE will not be responsible for any late fees incurred and will not reimburse the agency for any late fees paid. There is no guarantee that funds will be reimbursed within a month's time. The payments are made only from monies available to the GRANTEE through the CDBG program and are subject to the availability of such funds.
- b. The SUBRECIPIENT's right to incur expenses under this Agreement shall cease upon expiration of Agreement. All requests for reimbursement on expenditures made prior to expiration of Agreement must be submitted to the GRANTEE within thirty (30) days after expiration of the Agreement. Unless expressly authorized by the GRANTEE in writing, expenditures not requested within the thirty (30) day period after expiration of Agreement shall be disallowed and all funds shall be reclaimed by the GRANTEE.

11. Program Income. In accordance with 24 CFR 570.504(c), any program income as defined in 24 CFR 570.500, generated by activities carried out with CDBG funds made available under this agreement shall be reported quarterly to the GRANTEE by the SUBRECIPIENT. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR 200.307.

12. Timeliness. Funding allocated as part of this agreement must be expended within 12 months from the date of the agreement. The agreement may be eligible for one extension for one additional year.

- a. Agreement Extension Request. To be eligible for an agreement extension, the SUBRECIPIENT must provide a written request with narrative explaining the reason for the delay in project completion, an updated timeline for project completion, and any additional information as requested by the GRANTEE. The GRANTEE CDBG staff will review the request and prepare the request for City Council consideration. The GRANTEE CDBG staff reserves the right to reallocate any unexpended funds upon expiration of the agreement.

13. Close-outs.

- a. The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advance, program income balances, an accounts receivable to the GRANTEE), and determining the custodianship of records. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including program income.
- b. Upon expiration or termination of the Agreement, the SUBRECIPIENT will provide final versions of all financial performance, and other reports that were a condition of the funding agreement, including, but not limited to:
 - i. A final performance report,
 - ii. A final request for payment, and
 - iii. A final inventory of property in the SUBRECIPIENT's possession that was acquired or improved with CDBG funds.

C. GENERAL COMPLIANCE.

1. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except the (1) the SUBRECIPIENT does not assume the GRANTEE's environmental responsibilities described in 2 CFR 570.604 and (2) the SUBRECIPIENT does not assume the GRANTEE's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.
2. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.
3. Hold Harmless. The SUBRECIPIENT, to the extent permitted by law, shall hold harmless, defend and indemnify, the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.
4. Workers' Compensation. The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this agreement.
5. Insurance. The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage and comply with insurance requirement of 2 CFR 200.310. The SUBRECIPIENT is required to list the GRANTEE as additional insured with waiver of

subrogation. The GRANTEE requires contracting insurance of \$1,000,000.00 limit for General Liability with a \$2,000,000.00 aggregate. The GRANTEE also requires the SUBRECIPIENT to carry workers compensation with a waiver of subrogation and a \$5,000,000.00 umbrella policy. The GRANTEE will review insurance requirements on a case-by-case basis if this a burden or not applicable under specific agreements.

6. Grantor Recognition. The SUBRECIPIENT shall ensure recognition of the role of the GRANTEE in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as funded with CDBG funds from the GRANTEE. In addition, the SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this agreement.
7. Amendments. The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

The GRANTEE may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both the GRANTEE and SUBRECIPIENT.

8. Suspension or Termination. Either party may terminate this agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Section A above may only be undertaken with the prior approval of the GRANTEE. In the event of any termination for convenience and at any time, at the GRANTEE's option, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the SUBRECIPIENT under this Agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

The GRANTEE may also suspend or terminate this Agreement, in whole or in part without notice, if the SUBRECIPIENT materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the GRANTEE may declare the SUBRECIPIENT ineligible for any further participation in the GRANTEE's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the SUBRECIPIENT is in noncompliance with any applicable rules or regulations, the GRANTEE may withhold up to fifteen (15) percent of said agreement funds due to be paid for past work until such time as the SUBRECIPIENT is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

9. Eligibility Restrictions for Certain Resident Aliens. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.613 with respect to the eligibility restrictions for certain resident aliens. Certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in this part of the regulation. The Grantee shall provide the City with any guidelines necessary for compliance with that portion of the regulation.
10. Architectural Barriers Act and Americans with Disabilities Act. The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 which

requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that ensure accessibility to, and use by, physically handicapped people. The SUBRECIPIENT also agrees to comply with federal regulations issued pursuant to compliance with the Americans with Disabilities Act which provide comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

D. OTHER PROGRAM REQUIREMENTS.

1. Civil Rights.

- a. **Compliance.** The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
- b. **Nondiscrimination.** The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
- c. **Land Covenants.** This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the GRANTEE and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
- d. **Section 504.** The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

2. Affirmative Action.

- a. Plan. The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
 - b. Women and Minority Owned Business Enterprises (W/MBE). The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this agreement. As used in this agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish- speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
 - c. Access to Records. The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
 - d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. EEO/AA Statement. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
 - f. Subcontracting Provisions. The SUBRECIPIENT will include the provisions of Section D Paragraph 1, Civil Rights, and 2, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.
3. Employment Restrictions.
- a. Prohibited Activity. The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities; lobbying, political patronage, and nepotism activities.
 - b. Labor Standards. The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the GRANTEE for review upon request.

The SUBRECIPIENT agrees that all contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this agreement, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

- i. Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - ii. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. "Section 3" Clause.

- i. This is a Section 3 covered project. Section 3 projects mean housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as detailed in 24 CFR 75(a)(2)(i). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.
- ii. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- iii. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- iv. The Section 3 requirements apply to all contractors and subcontractors performing work in connection with a Section 3 covered project. Contractor means any entity entering into a contract with (a) a recipient to perform work in connection with work in connection with a Section 3 project; or (b) a subrecipient for work in connection with a Section 3 project. Subcontractor means any entity that has a contract with a Contractor to undertake a portion of the contractor's obligation to perform work in connection with a Section 3 project.
- v. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 75.
- vi. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- vii. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- viii. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the Section 3 requirements of 24 CFR Part 75.

4. Conduct.

- a. Assignability. The SUBRECIPIENT shall not assign or transfer any interest in this contract without the prior written consent of the GRANTEE. Notice of any such assignments or transfer shall be furnished promptly to the GRANTEE.
- b. Subcontracts. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this agreement without the written consent of the GRANTEE prior to the execution of such agreement.
 - i. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.
 - ii. Content. The SUBRECIPIENT shall cause all the provisions of this agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - iii. Selection Process. The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.
- c. Hatch Act. The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.
- d. Conflict of Interest. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict-of-interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.
- e. Lobbying. The SUBRECIPIENT hereby certifies that:
 - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

- iii. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
 - iv. **Lobby Certification.**
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - f. **Copyright.** If this agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.
 - g. **Religious Organization.** The SUBRECIPIENT agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).
5. **Relocation and One-For-One Housing Replacement.** The displacement of any person as a direct result of rehabilitation for a CDBG-assisted project must comply with 24 CFR 570.606 and 49 CFR Part 24. The SUBRECIPIENT will conduct the CDBG activities so as to minimize displacement, and if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act.

E. UNIFORM ADMINISTRATIVE REQUIREMENTS.

1. The SUBRECIPIENT shall comply with the administrative regulations, including, but not limited to, 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" Final Guidance applicable to HUD Federal Award Recipients. Requirements and standards under 2 CFR 200 which supersedes, consolidates, and streamlines requirements from eight OMB Circulars, including: (1) A-21, Cost Principles for Educational Institutions, (2) A-87, Cost Principles for State, Local, and Indian Tribal Governments, (3) A-89, Catalog of Federal Domestic Assistance, (4) A-102, Grants and Cooperative Agreements with State and Local Governments, (5) A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, (6) A-122, Cost Principles for Non-Profit Organizations, (7) A-133, Audits of States, Local Governments, and Non-Profit Organizations, and (8) The guidance in OMB Circular A-50, Audit Follow Up, on Single Audit Act follow-up.
2. **Cost Principles.** The SUBRECIPIENTS shall comply with the requirements under 2 CFR 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
3. **Audits.** The SUBRECIPIENT is required to comply with 2 CFR 200, Subpart F, as applicable, which supersedes OMB Circular A-133 "Audits of Institutions of State, Local Government, and Nonprofit Institutions". If the SUBRECIPIENT spends \$750,000 or more a fiscal year in Federal awards, the SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with the OMB Super Circular.

F. INSURANCE REQUIREMENTS.

1. Worker's Compensation. The GRANTEE also requires the SUBRECIPIENT to carry workers compensation with a waiver of subrogation and a \$500,000.00 limit.
2. Insurance and Bonding. The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage and comply with insurance requirement of 2 CFR 200.310. The SUBRECIPIENT is required to list the GRANTEE as additional insured with waiver of subrogation. The GRANTEE requires contracting insurance of \$1,000,000.00 limit for General Liability with a \$2,000,000.00 aggregate. The GRANTEE will review insurance requirements on a case-by-case basis if this a burden or not applicable under specific agreements.

G. AGREEMENT MODIFICATIONS.

1. In the event the parties fail to agree on changes or interpretations of this agreement, the decision of the GRANTEE shall prevail. In the event of any disagreement between the SUBRECIPIENT and the GRANTEE relating to the funded activity and materials purchased and its conformity to the requirements of this agreement, the decision of the GRANTEE shall prevail.
2. This agreement is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the GRANTEE.
3. Except as otherwise provided in this agreement, the rehabilitation activities to be completed and the total grant award may be modified only by written agreement of the authorized representatives of the parties to this agreement.

H. REVERSION OF ASSETS.

1. Any CDBG funds on hand at the time the agreement expires, including accounts receivable, shall be returned. The SUBRECIPIENT assures that any real property acquired or improved with CDBG funds in excess of \$25,000 meets the requirements specified in 24 CFR 570.503(b)(7). The SUBRECIPIENT will not have control of CDBG funds, nor will any property be purchased in excess of \$25,000.

I. SUSPENSION OR TERMINATION OF AGREEMENT.

1. In accordance with 24 CFR 85.43, the GRANTEE may suspend or terminate this agreement should the SUBRECIPIENT violate any terms or conditions thereof.
2. This agreement may be terminated or suspended in whole or in part at any time by the GRANTEE for cause. The GRANTEE may refuse to disburse additional funds or require return of all or part of funds already disbursed. The decision of the GRANTEE shall prevail. Grounds constituting cause include but are not limited to:
 - a. Failure by the SUBRECIPIENT to comply with the provisions of this agreement or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this agreement.

- b. Purposes for the funds have not been or will not be fulfilled, or would be illegal to carry out.
 - c. The SUBRECIPIENT has submitted incorrect or incomplete documentation pertaining to this agreement.
3. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.
4. In the event of termination or suspension, all materials/equipment purchased through the agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action. The option of the GRANTEE constitutes a security interest in any materials/equipment purchased or property improved by expenditure of the funds for as long as such materials/equipment or improvements have any value unless the GRANTEE declines its option or releases its security interest. Recording of this agreement shall be effective as a financing statement noticing the security interest of the GRANTEE as created herein. In addition, the GRANTEE shall have a lien against the improved real estate to the extent of expenditures of these funds and to secure repayment of such funds in the event of cessation of operations, sale, transfer of the property in any manner whatsoever, voluntary or involuntary receivership, or application for bankruptcy by the SUBRECIPIENT.

J. NOTICES.

1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.
- a. To GRANTEE: City Administrator
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
 - b. To SUBRECIPIENT: President
Bellevue Volunteer Fire and Rescue Department, LLC
2108 Franklin Street
Bellevue, NE 68005
 - c. Copy to: Finance Director
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Rusty Hike, Mayor
City of Bellevue, Nebraska


Glenn Kohlscheen, President
Bellevue Volunteer Fire Department, Inc.

Rich Severson, Finance Director
City of Bellevue, Nebraska

ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The undersigned, a notary public qualified in and for said county, does hereby certify that Rusty Hike and Susan Kluthe, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipality of the first class and political subdivision of the State of Nebraska, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as City Council President and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

My Commission Expires: _____

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The above and foregoing instrument was acknowledged before me this 26th day of July, 2023, by Glenn Kohlscheen, President, on behalf of the organization.

My Commission Expires:

August 23, 2023


NOTARY PUBLIC



Record & Return to:
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
Attention: CDBG Office

DEED OF TRUST

THIS DEED OF TRUST is made as of the ____ day of _____, 20 __, by and among Bellevue Volunteer Fire Department Inc., an organization ("Trustor"), whose address is 2108 Franklin Street, Bellevue, Nebraska 68005, American National Bank, a national banking association ("Trustee"), whose address is 8990 W Dodge Road, Omaha, NE 68114, and the City of Bellevue, Nebraska, a Political Subdivision ("Beneficiary"), whose address is 1500 Wall Street, Bellevue, NE 68005.

WHEREAS, Trustor has executed and delivered to and in favor of Beneficiary a Promissory Note in the maximum principal amount of Forty Thousand Sixty-Nine Dollars (\$40,069.00) and dated as of the ____ day of _____ 2023, (as the same may be amended, restated, replaced, refinanced, supplemented or otherwise modified from time to time, the "Note"), which Note provides, among other things, for the meeting of certain conditions by Trustor with respect to CDBG eligible activity and national objective requirements or final payment of principal and interest under the Note, if not sooner paid or payable as provided therein, to be met or due on or before the date occurring **April 18, 2026 after this Deed of Trust**. The Note is by this reference thereto, incorporated into this Deed of Trust.

WHEREAS, Trustee is desirous of securing prompt payment of the Note and the performance of obligations thereunder with any interest, charges, and other fees ("Indebtedness"), if any, there on in accordance with the terms of this Deed of Trust, the Note, the Loan Agreement between Trustor and Beneficiary, and any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby (collectively referred to as "Loan Instruments").

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, Trustor, to secure payment

of the Indebtedness, irrevocably and absolutely grants and conveys, warrants, sets over, transfers, assigns, bargains, and sells to Trustee, and its successors, IN TRUST, WITH ALL POWERS OF SALE and all statutory rights under the laws of Nebraska, for the benefit of Beneficiary, a security interest in, all of the Trustor's present and hereafter acquired estate, right, title, and interest in, to and under 2108 Franklin Street, located in City of Bellevue, County of Sarpy, State of Nebraska and legally described as (the "Property"):

Lots 7 -10, Block 175, Bellevue, in the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska, together with the vacated portions of streets and avenues abutting thereon

TOGETHER WITH, all rents, easements, right-of-way, appurtenances, hereditaments, interest in adjoining roads, streets and alleys, existing or subsequently erected or affixed improvements and buildings, including fixtures, of any kind situated now or hereafter thereon and all personal property that may be or hereafter become an integral part of such buildings and improvements, all crops raised thereon, all water rights and all other rights, royalties and profits relating to the real property including without limitation all minerals, oil, gas, geothermal and similar matters.

The property and the entire estate and interest conveyed to the Trustee are referred to collectively as the "Trust Estate."

The parties intend the definition of Trust Estate to be broadly construed and in the case of doubt as to whether a particular item is to be included in the definition of Trust Estate, the doubt should be resolved in favor of inclusion.

FOR THE PURPOSE OF SECURING:

a. Payment of indebtedness in the total principal amount of **Forty Thousand Sixty-Nine and 00/100 Dollars (\$ 40,069.00)**, as evidenced by the Note with a maturity date, on demand, but if not so demanded **April 18, 2026**, executed by Trustor, which has been delivered and is payable to the order of Beneficiary, and which by this reference is hereby made a part hereof, and any and all modifications, extensions and renewals, thereof, and

b. Payment of all sums advanced by Beneficiary to protect the Trust Estate, and

c. The performance of Trustor's covenants, agreements and obligations under the Loan Instruments.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST:

1. **PAYMENT OF INDEBTEDNESS.** Trustor shall pay when due the principal of,

and the interest on the indebtedness evidenced by the Note, charges, fees and all other sums as provided in the Loan Instruments.

2. PERFORMANCE. Trustor covenants and agrees to perform each of the secured obligations and to perform, comply with and abide by each and every of the agreements, conditions, representations, warranties and covenants contained and set forth in this Deed of Trust and each of the other Loan Instruments.

3. TAXES. Trustor shall pay all taxes, special taxes, assessments, charges (including water, cable, gas, sewer), fines and impositions levied against or on account of the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of this Deed of Trust, which may be levied upon Beneficiary's interest herein or upon this Deed of Trust or the debt secured hereby, without regard to any law that may be enacted imposing payment of the whole or any part thereof upon the Beneficiary.

4. INSURANCE. Until the Indebtedness is fully and finally paid or forgiven pursuant to the Loan Instruments, the Property and improvements, all fixtures, equipment and property therein contained or installed shall be kept unceasingly and adequately insured against loss and damage by such fire, hazards, and casualties, in an amount equal to not less than one hundred percent (100%) of the unpaid principal balance of the Note and sufficient to avoid application of any coinsurance clauses. All policies shall be written policies and by insurance companies approved by Beneficiary, which approval shall not be unreasonably withheld. Such insurance policy(ies) shall contain a standard mortgage clause in favor of Beneficiary as well as a waiver of subrogation endorsement, and shall not be cancelable, terminable, or modifiable without thirty (30) days prior written notice to Beneficiary, all as required by Beneficiary, in form and content acceptable to Beneficiary. All policies or duplicate originals thereof shall, with all premiums fully paid by Trustor, be delivered to Trustee as issued at last thirty (30) days before the expiration of existing policies and shall be held by Trustee until all sums hereby secured are fully paid or are forgiven pursuant to the Loan Instruments.

5. ADJUSTMENT OF LOSSES WITH INSURER AND APPLICATION OF INSURANCE PROCEEDS. In case of loss or damage by fire or other casualty, Trustor shall immediately give Trustee and the insurance companies that have insured against such risk written notice of such occurrence.

In case of loss or damage by fire or other casualty, Trustor shall, if no Event of Default then exists hereunder and the losses do not exceed Five Hundred Thousand and 00/100 Dollars (\$500,000.00), have the right to settle, compromise or adjust any claim under, and receive for the purpose of rebuilding and restoration of the Property, the proceeds arising from, any and all losses payable under effective insurance policies. All claims for losses in excess of said amount shall be settled, compromised or adjusted only with the mutual agreement of Trustor and Trustee and the

proceeds paid as hereinafter provided.

In the event insurance proceeds in excess of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) are payable or if an Event of Default exists hereunder, then in either such events, Trustee is authorized to collect and receipt for any insurance proceeds. Insurance proceeds collected by Trustee as aforesaid, after deducting therefrom any expenses incurred in the collection thereof shall, if requested by Trustor in writing within thirty (30) days after the proceeds of insurance covering such damage or destruction become available, be made available to Trustor for the purpose of paying the cost of rebuilding or restoring of the Improvements if (i) the Property, in Trustee's sole and absolute discretion is capable of being restored to that condition which existed immediately prior to the damage or loss; (ii) the insurance proceeds, together with all other funds which are to be provided by Trustor, are sufficient to restore the Property; (iii) Trustee determines that income from the Property shall not be materially affected following the completion of the restoration or rebuilding; (iv) all Leases of the Property will continue in full force and effect during the period of restoration and thereafter for the remaining terms of such leases and shall not have terminated by reason of such casualty or otherwise; and (v) no Event of Default then exists hereunder or under any other Loan Document, and no circumstance or condition exists that would constitute an Event of Default upon the giving of notice or the passage of time, or both.

In the event that Trustee makes said proceeds available to Trustor to pay the cost of rebuilding or restoring of the Improvements, such proceeds shall be made available in the manner and under the conditions that the Trustee may reasonably require to assure proper application of such proceeds. In the event such insurance proceeds are made available by the Trustee, the Trustor shall pay all costs incurred by Trustee in connection with the application of such insurance proceeds (including but not limited to reasonable costs incurred by Trustee, and a title company or agent approved by Trustee in overseeing the disbursement of such insurance proceeds). The Improvements shall be restored or rebuilt to be of at least equal value and substantially the same character as prior to such damage or destruction. If the projected cost of rebuilding, repairing or restoring of the Improvements exceeds the sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00), then insurance proceeds shall not be made available to Trustor unless and until Trustee has approved plans and specifications for the proposed rebuilding and restoration. If the proceeds are to be made available by Trustee to Trustor to pay the cost of said rebuilding or restoration, any surplus which may remain out of said insurance proceeds after payment of the costs of rebuilding or restoring the Property shall, at the option of the Trustee, be paid to any party entitled thereto under such conditions as Trustee may reasonably require, so long as no Event of Default then exists hereunder or under any other Loan Instrument. In the event an Event of Default does then exist, any surplus which may remain out of said insurance proceeds after payment of the costs of rebuilding or restoring the Property shall, at the option of the Trustee, be applied to the

account of the Indebtedness. No interest shall be allowed to Trustor on any proceeds of insurance held by Trustee.

In the event proceeds of insurance are not made available to Trustor for the purpose of paying the cost of the rebuilding or restoring of the Improvements, Trustee, after deducting the costs of any collection, adjustment and compromise, shall apply such insurance proceeds upon the Indebtedness in such order of priority as Trustee, in its sole discretion, determines, provided that any amount so applied by Trustee in reduction of the outstanding principal balance of the Notes shall be credited to installments of principal in the inverse order of their maturity but no such application shall delay or postpone any installment payment of principal and interest under the Notes.

6. REPAIRS, IMPROVEMENTS LIENS, ETC. Trustor shall: (a) promptly repair, maintain and replace the Trust Estate or any part thereof so that, except for ordinary wear and tear, the Trust Estate shall not deteriorate; (b) not demolish or remove any improvements from the Property without the Beneficiary's written consent. As a condition to removal of any improvements, Beneficiary may require Trustor to make arrangements satisfactory to Beneficiary to replace such improvements with improvements of at least equal value and substantially the same in character; (c) not, in any event, commit waste on or to the Trust Estate; (d) keep the Property free from mechanic's liens or other liens or claims for liens; (e) comply with all requirements of law (including, without limitation, pollution control and environmental protection laws and law relating to the accommodation of persons with disabilities), ordinance or other governmental regulation in effect from time to time affecting the Property and use thereof, and covenants, easements and restrictions of record with respect to the Property and use thereof; (f) obtain and maintain in full force and effect all certificates, licenses, permits and approvals that are required by law or necessary for the construction of the improvements or the use and occupancy of the Property. Without limiting the generalities of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, soil, gravel or rock products without Beneficiary's prior written consent. The Beneficiary may enter upon and make inspections of the Property including the interior of any improvements with the Trustor's written consent, which consent will not be unreasonably withheld. In the event the Beneficiary desires to enter and make inspections of the interior of any improvements, the Beneficiary shall provide the Trustor at least 24 hours' notice prior to appearing.

7. ACTIONS AFFECTING TRUST ESTATE. Trustor shall appear in and contest any action or proceeding purporting to affect the security hereof or the rights or power of Beneficiary or Trustee, and shall pay all costs and expenses, including cost of evidence of title and attorney's fees, in any such action or proceeding in which Beneficiary or Trustee may appear. Should Trustor fail to make any payment or to do any act as and in the manner provided in any of the Loan

Instruments, Beneficiary and/or Trustee, each in its own discretion, without obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Trustor shall, immediately upon demand therefor by Beneficiary, pay all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing rights, including without limitation costs of evidence to title, court costs, appraisals, surveys and attorney's fees. Any such costs and expenses not paid within ten (10) days of written demand shall draw interest at the default rate provided in the Note.

8. EMINENT DOMAIN. Should the Trust Estate, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner including deed in lieu of Condemnation ("Condemnation"), or should Trustor receive any notice or other information regarding such proceeding, Trustor shall give prompt written notice thereof to Beneficiary. Beneficiary shall be entitled to all compensation, awards and other payments or relief therefor, which shall be applied first to pay the indebtedness secured by this Deed of Trust whether or not then due, with any excess paid to Trustor and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings. Beneficiary shall also be entitled to make any compromise or settlement in connection with such taking or damage provided it has the Trustor's prior written consent, which shall not be unreasonably withheld. Trustor shall not make any settlement for the damages sustained thereby without Beneficiary's prior written approval. If the amount of an initial award of damages for the condemnation is insufficient to pay the amount of the secured indebtedness in full with interest and costs, the Beneficiary may file an appeal or other legal proceedings as its legal counsel may advise to be appropriate under the circumstances in the name of the Trustor or of the Beneficiary and to prosecute same to final conclusion or otherwise dispose thereof. If the Beneficiary does not file an appeal or other legal proceeding in the name of the Trustor, then the Trustor may file an appeal or other legal proceeding as it determines to be appropriate. In the event of an appeal or other legal proceeding by the Beneficiary in the name of the Trustor or by the Trustor itself, the expenses of the appeal or other appropriate legal proceedings, including counsel fees, shall be first paid out of the proceeds in excess of the initial award being appealed. All such compensation awards, damages, rights of action and proceed awarded to Trustor (the "Proceeds") are hereby assigned to Beneficiary and applied as set forth above and Trustor agrees to execute such further assignments of the Proceeds as Beneficiary or Trustee may require.

9. FUTURE ADVANCES. Intentionally left blank.

10. APPOINTMENT OF SUCCESSOR TRUSTEE. Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, mailed to Trustor and Recorded in the County in which the Trust estate is located and by otherwise complying with the

provisions of the applicable law of the State of Nebraska substitute a successor or successors to the Trustee named herein or acting hereunder.

11. SUCCESSORS AND ASSIGNS. This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, personal representatives, successors and assigns. The term "Beneficiary" shall mean the owner and holder of the Note, whether or not named as Beneficiary herein.

12. EVENTS OF DEFAULT. It is expressly agreed by Trustor that time is of the essence in all matters related to the provisions of this Deed of Trust and that the whole of the Indebtedness shall become immediately due and payable without notice to Trustor at the option of the Trustee upon the occurrence of one or more of the following events (hereinbefore and hereinafter collectively referred to as "Events of Default" and individually referred to as an "Event of Default"):

(a) Trustor shall have failed to make payment of any installment of interest, principal, or principal and interest or any other sum due hereunder or under any Loan Instrument when due;

(b) Failure to meet the CDBG National Objectives, Funding Terms and Conditions, and all other provisions, covenants and agreements as set forth in the Loan Agreement.

(c) Failure or default in due observance or performance of any of the other covenants, agreements, or conditions herein or contained in any of the Loan Instruments, which do not relate to the nonpayment of any monetary sum;

(d) There has occurred a breach under any term, covenant, agreement, condition, provision, representation or warranty contained in any of the Loan Instruments and the expiration of any applicable cure period without the same having been cured;

(e) The entry of a decree or order for relief by a court having jurisdiction in respect of Trustor, a member of Trustor, or any guarantor of the Note or Loan Instruments secured hereby (any of the foregoing parties being referred to herein as a "Key Party"), in any involuntary case under the federal bankruptcy laws now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or similar law, or for the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) for any Key Party or any substantial part of the property of any such Key Party, or for the winding up or liquidation of the affairs of any Key Party and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days;

(f) The commencement by any Key Party of a voluntary case under federal bankruptcy laws, as now constituted or hereafter amended, or any other applicable federal or state bankruptcy, insolvency, or any other similar laws or the consent by any such Key Party to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian,

sequestrator (or other similar official) of any Key Party, or of any substantial part of the property of any such person or entity, or the making by any such Key Party of an assignment for the benefit of creditors or the failure of any such Key Party generally to pay the debts of any such Key Party as such debts become due, or the taking of action by any such Key Party in furtherance of the foregoing;

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

(h) Any warranty, representation, certification, financial statement, or other information furnished or to be furnished to Beneficiary by or on behalf of Trustor or any guarantor of the Indebtedness to induce Beneficiary to loan the money evidenced by the Note proves to have been inaccurate or false in any material respect when made.

13. ACCELERATION UPON DEFAULT, REMEDIES. Should an event of default occur, Trustee may declare all indebtedness secured hereby to be due and payable and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind, all of which are hereby expressly waived and without regard to the value of the Property held as security for the Indebtedness or the solvency of any person liable for the payment of such Indebtedness. Thereafter Trustee may:

(i) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Trust Estate, or any part thereof, in its own name or in the name of Beneficiary, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Trust Estate, or part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Trust Estate, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including reasonable attorneys' fees, upon any indebtedness secured hereby, all in such order as Trustee may determine. The entering upon and taking possession of the Trust Estate, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Trust Estate or the collection, receipt and application of rents, issues or profits, Trustee or Beneficiary shall be entitled to exercise every right provided for in any of the Loan Instruments or by law upon occurrence of any event of default, including the right to exercise the power of sale;

(ii) Institute an action for the foreclosure of this Deed of Trust and the sale of the Property pursuant to the judgment or decree of a court of competent jurisdiction;

(iii) Foreclose by power of sale as herein contained;

(iv) Take all action to protect and enforce the rights of Trustee under this Deed of Trust by suit for specific performance of any covenant herein contained, or in aid of the execution of any power herein granted or for the enforcement of any other rights;

(v) Sell the Property to highest bidder or bidders at public auction at a sale or sales held at such place or places and time or times and upon such notice and otherwise such manner, as may be required by law, or in the absence of any such requirement, as Trustee may deem appropriate, and from time to time adjourn such sale by announcement at the time and place specified for such sale or for such adjourned sale or sales without further notice except such as may be required by law;

(vi) Foreclose this Deed of Trust, at Trustee's option, by judicial or non-judicial foreclosure, for the entire unpaid amount of the Indebtedness, or only as to the sum past due, with interest and costs without injury to this Deed of Trust or the displacement or impairment of the remained of the lien thereof, and at such foreclosure sale, the Property be sold subject to all remaining items of the indebtedness and Trustee may again foreclose, in the same manner, as often as there may be any sum past due. In case of sale in any action or proceeding to foreclose this Deed of Trust, the Trustee shall have the right to sell the Property covered hereby in parts or as an entirety. It is intended hereby to give the Trustee the widest possible discretion permitted by law with respect to all aspects of any such sale or sales.

(vii) Terminate any management agreements, contracts, or agents/managers responsible for the property management of the Property, if in the sole discretion of Trustee such property management is unsatisfactory in any respect;

(viii) If an Event of Default occurs due to the nonpayment of the Indebtedness, or any part thereof, as an alternative to the right of foreclosure for the full Indebtedness after acceleration thereof, Trustee shall have the right to institute proceedings, either judicial or non-judicial, at Trustee's option, for partial foreclosure with respect to the portion of said Indebtedness so in default, as if under a foreclosure, and without declaring the entire Indebtedness due (such proceedings being hereinafter referred to as "Partial Foreclosure"), and provided that if a foreclosure sale is made because of an Event of Default in the payment of a part of the Indebtedness, such sale may be made subject to the continuing lien of this Deed of Trust for the unmatured part of the Indebtedness: and it is agreed that such sale pursuant to a Partial Foreclosure, if so made, shall not in any manner affect the unmatured part of the Indebtedness, but as to such unmatured part, this Deed of Trust and the lien thereof shall remain in full force and effect just as though no foreclosure sale had been made under the provisions of this Section. Notwithstanding any Partial Foreclosure, Trustee may elect, at any time prior to sale pursuant to such Partial Foreclosure, to discontinue such Partial Foreclosure and to accelerate the Indebtedness by reason of any Event of Default upon which such Partial Foreclosure was predicated or by reason of any

other further Event of Default, and proceed with full foreclosure proceedings. It is further agreed that several foreclosures may be made pursuant to Partial Foreclosure without exhausting the right of full or Partial Foreclosure sale for any unmatured part of the Indebtedness, it being the purpose to provide for the Partial Foreclosure sale of the Indebtedness hereby without exhausting the power to foreclose and to sell the Property pursuant to any such Partial Foreclosure for any other part of the Indebtedness, whether matured at the time or subsequently maturing, and without exhausting any right of acceleration and full foreclosure.

14. DUE ON SALE CLAUSE. In the event Trustor, without the prior written consent of Beneficiary, sells, further encumbers, transfers and / or conveys part or all of the property, by deed, land contract, any lease which gives the lessee any option to purchase the Property or any part thereof, or any other means by which legal, beneficial or equitable title is transferred, Beneficiary shall be entitled at its option to declare all sums secured hereby immediately due and payable and require prompt payment by Trustor. Failure to exercise such option shall not constitute a waiver of the right to exercise it in the event of a subsequent occurrence. Any consent by Beneficiary to a change in ownership or to a change in the composition of Trustor may be conditioned upon a transfer fee for processing such a request for consent, upon an increase in the rate or interest on the unpaid balance of the indebtedness to a then-current market rate, and/or other terms and conditions as Beneficiary may impose in its sole discretion.

15. FORECLOSURE BY POWER OF SALE. Should Beneficiary elect to foreclose by exercise of the power of sale herein contained, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust and the Note and such receipts and evidence of expenditures made and secured hereby as Trustee may require.

(a) Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default and Notice of Sale as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as required by law, sell the Trust Estate at the time and place of sale fixed by it in such Notice of Sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed of deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee and Beneficiary, may purchase at such sale.

(b) As may be permitted by law, after deducting Trustee Fees, Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale,

including, but not limited to, trustee fees, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust and Loan Instruments until the same have been paid in full; (c) to the payment of junior Trust Deeds, mortgagee or other lien holders; and (d) the balance, if any, to the person or persons legally entitled thereto.

(e) Trustee may in the manner provided by law, postpone sale of all or any portion of the Trust Estate.

16. REMEDIES NOT EXCLUSIVE. Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust or under any Loan Instrument or other agreement or any laws now or hereafter in force, notwithstanding some or all of the such indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, it being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Instruments to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies. Nothing herein shall be construed as prohibiting Beneficiary from seeking a deficiency judgment against the Trustor in the extent such action is permitted by law.

17. REQUEST FOR NOTICE. Trustor and Beneficiary hereby request a copy of any notice of default and that any notice of sale hereunder be mailed to it at the address set forth in the first paragraph of this Deed of Trust.

18. WAIVER OF STATUTORY RIGHTS. Trustor shall not, and will not, apply for or avail itself of any homestead, appraisal, valuation, stay, extension or exemption laws, or any so called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust, but to the extent lawfully allowed hereby waives the benefit of such laws. Trustor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Property marshaled upon

any foreclosure of the lien of this Deed of Trust and agrees that any court having jurisdiction to foreclose such lien may order the Property sold as an entirety. To the extent permitted by law, Trustor does hereby expressly waive any and all rights of redemption from sale under any order or decree of foreclosure of this Deed of Trust on behalf of Trustor, the trust estate and all persons beneficially interested therein and each and every person, acquiring any interest in or title to the Property subsequent to the date of this Deed of Trust.

19. GOVERNING LAW. This Deed of Trust shall be governed by the laws of the State of Nebraska. In the event that any provision or clause of any of the Loan Instruments conflicts with applicable law, such conflicts shall not affect other provisions of such Loan Instruments which can be given effect without the conflicting provision, and to this end the provisions of the Loan Instruments are declared to be severable. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

20. RECONVEYANCE BY TRUSTEE. Upon written request of Beneficiary stating that all sums secured hereby have been paid or have been forgiven pursuant to the Loan Instruments and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention and upon payment by Trustor of Trustee's fees. Trustee shall reconvey to Trustor, or the person or persons legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto".

21. NOTICES. Whenever Beneficiary, Trustor or Trustee shall desire to give or serve any notice, demand, request or other communication with respect to this Deed of Trust, each such notice, demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or mailed by certified mail, postage prepaid, return receipt requested, addressed to the address set forth at the beginning of this Deed of Trust. Any party may at this time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

22. INTEGRATION. This Deed of Trust, together with the other Loan Instruments, constitute the entire agreement between the parties hereto pertaining to the subject matters of this Deed of Trust and supersede all negotiations, preliminary agreements and all prior or contemporaneous discussions and understandings of the parties hereto in connection with the subject matters of this Deed of Trust and Loan Instruments.

23. TRUSTEE MATTERS.

(a) Trustor agrees that the duties and obligations of Trustee shall be determined solely by the express provisions of this Deed of Trust and the Trustee shall not be liable except for

the performance of such duties and obligations as are specifically set forth herein, and no implied covenants or obligations shall be imposed upon Trustee. Trustee may consult with counsel of its own choosing and the advice of such counsel shall be full and complete authorization and protection in the respect of any action taken or suffered by it hereunder in good faith and reliance thereon. Moreover, Trustee shall not be liable for any action taken by it in good faith and reasonably believed by it to be authorized or within its discretion or rights or powers conferred upon it by this Deed of Trust.

(b) Except for willful misconduct, Trustee shall not be liable for any act of omission or error of judgment. Trustee may rely on any document believed by Trustee in good faith to be genuine. All money received by Trustee shall, until used or applied as herein provided, be held in trust, but need not be segregated (except to the extent required by law), and Trustee shall not be liable for interest thereon. Trustor hereby indemnifies Trustee against all liability and expenses that Trustee may incur in the performance of Trustee's duties hereunder.

(c) Trustee may resign upon thirty (30) days' prior written notice to Beneficiary.

24. ACCEPTANCE BY TRUSTEE. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

25. INSPECTION. Beneficiary or its agent may make reasonable entries upon and inspections of the property. Beneficiary shall give Trustor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

26. TRUSTOR NOT RELEASED; FORBEARANCE BY BENEFICIARY NOT A WAIVER. Extension of the time for payment or modification or amortization of the sums secured by this Security Instrument granted by Beneficiary to any successor in interest of Trustor shall not operate to release the liability of the original Trustor or Trustor's successors in interest. Beneficiary shall not be required to commence proceedings against any successor in interest, refuse to extend time for payment, or otherwise modify amortization of the sums secured by this Security instrument by reason of any demand made by the original Trustor or Trustor's successors in interest. Any forbearance by Beneficiary in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

27. MISCELLANEOUS.

i. This Deed of Trust and all provisions of this Deed of Trust shall extend to and be binding upon Trustor and its heirs, grantees and assigns, any subsequent owner or owners of the Property and all persons claiming under or through Trustor (but this clause shall not be construed as constituting the consent by Trustee to the transfer of any interest in the Property), and the word "Trustor" when used herein shall include any such person and all persons liable for the payment of the Indebtedness or any part thereof, whether or not such persons shall have executed said Notes or this Deed of Trust. The word "Trustee", when used herein, shall include the

successors and assigns of Trustee, and the holder or holders, from time to time, of the Notes secured hereby. In addition, in the event Trustor is a land trust or similar entity, the term "Trustor" as used herein shall include the Trustee or beneficiaries of such land trust or similar entity.

ii. In the event one or more of the provisions contained in this Deed of Trustor the Notes secured hereby, or in any other security documents given to secure the payment of the Notes secured hereby, shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of Trustee, not affect any other provision of this Deed of Trust, and this Deed of Trust shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

iii. The Trustor will, from time to time, upon ten (10) business days' prior written request from Trustee, make, execute, acknowledge and deliver to Trustee such supplemental mortgages, certificates and other documents, including without limitation UCC financing statements, as may be necessary for better assuring and confirming unto Trustee any of the Property, or for more particularly identifying and describing the Property, or to preserve or protect the priority of this Deed of Trust lien, and generally do and perform such other acts and things and execute and deliver such other instruments and documents as may reasonably be deemed necessary or advisable by Trustee to carry out the intentions of this Deed of Trust.

iv. Trustor shall not by act or omission permit any building or other improvement on any premises not subject to the lien of this Deed of Trust to rely on the Property or any part thereof or any interest therein to fulfill any municipal or governmental requirement, and Trustor hereby assigns to Trustee any and all rights to give consent for all or any portion of the Property or any interest therein to be so used. Similarly, no building or other Improvement on the Property shall rely on any premises not subject to the lien of this Deed of Trust or any interest therein to fulfill any governmental or municipal requirement. Trustor shall not by act or omission impair the integrity of the Property as a single zoning lot separate and apart from all other premises. Any act or omission by Trustor which would result in a violation of any of the provisions of this paragraph shall be void.

v. Trustor will, from time to time, upon ten (10) business days' prior written request by Trustee, execute, acknowledge and deliver to Trustee, a certificate stating that this Deed of Trust is unmodified and in full force and effect (or, if there have been modifications, that this Deed of Trust is in full force and effect as modified and setting forth such modifications) and stating the principal amount secured hereby and the interest accrued to date on such principal amount. The estoppel certificate from Trustor shall also state to the best knowledge of Trustor whether any offsets or defenses to the Indebtedness exist and if so shall identify them.

vi. Trustee shall have the right and option to exercise power of sale or to commence a civil action to foreclose this Deed of Trust and to obtain a decree of foreclosure. The

failure to join any tenant or tenants as party defendant or defendants in any such civil action or the failure of any decree of foreclosure and sale to foreclose their rights shall not be asserted by Trustor as a defense in any civil action instituted to collect the Indebtedness, or any part thereof, or any deficiency remaining unpaid after foreclosure and sale of the Property, any statute or rule of law at any time existing to the contrary notwithstanding.

vii. Trustor agrees and acknowledges that this Deed of Trust contains the power of sale which creates substantially different rights and obligations for Trustor from those contained in a mortgage in case of an Event of Default or breach of any obligation hereunder.

viii. Trustor agrees to pay or reimburse Trustee for all of Trustee's expenses incurred in connection with the extension of the Loan evidenced by the Notes including, but not limited to, Trustee's legal fees and costs related to the drafting and negotiation of the Loan Documents and the closing of the Loan, fees and expenses of a survey, appraisal, environmental site assessment, title commitment and policy and the endorsements required by Trustee thereto and other due diligence matters conducted by Trustee in connection with the Loan evidenced by the Notes and the other Loan Documents.

Trustor acknowledges receipt of a copy of this instrument at the time of execution of this Deed of Trust.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

BELLEVUE VOLUNTEER FIRE DEPARTMENT INC.

By: 

Title: President

STATE OF NEBRASKA)

)ss
COUNTY OF Sarpy

The undersigned, a notary public qualified in and for said county, does hereby certify that Glenn Kuhlschuen to me personally know, who being by me duly sworn, did say that he is President, BELLEVUE VOLUNTEER FIRE DEPARTMENT INC.; that the foregoing instrument was signed on behalf of said corporation; and that he acknowledged before me on this day and he, in his capacity as President, executed and delivered said instrument as his voluntary act and deed and voluntary act and deed of such corporation.

Witness my hand and notarial seal this 20th day of July 2023.

Shirley R. Harbin
Notary Public



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: August 15, 2023		SUBMITTED BY: Tammi Palm, Planning 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:

Request to approve the contract with Olsson for the Comprehensive Plan Update and Long Range Transportation Plan in the amount of \$250,000.

SYNOPSIS/BACKGROUND:

Olsson has been selected to complete the Comprehensive Plan Update and Long Range Transportation Plan. This is a budgeted item. Legal has reviewed the contract.

FISCAL IMPACT: \$250,000 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. Letter Agreement for Professional Services 2. 3.

4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Kimberly Bortillon
[Signature]
[Signature]

LETTER AGREEMENT FOR PROFESSIONAL SERVICES

August 4, 2023

City of Bellevue, Nebraska
Attn: Tammi Palm
1510 Wall Street
Bellevue, NE 68005

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Comprehensive Plan and Long-Range Transportation Plan (the "Project")
Bellevue, Nebraska

Dear Ms. Palm:

It is our understanding that City of Bellevue, Nebraska ("Client") requests Olsson, Inc. dba Olsson Studio ("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: August 2023
Anticipated Completion Date: September 2024

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 a lump sum of Two Hundred Fifty Thousand Dollars (\$250,000.00). Olsson’s reimbursable expenses for this project are included in the lump sum. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

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 _____.

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 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC. DBA OLSSON STUDIO

By Taylor Plummer
Taylor Plummer, AICP

By Korey Schulz
Korey Schulz, PLA, ASLA

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, NEBRASKA

By _____
Signature

Print Name _____

Title _____

Dated _____

- Attachments
General Provisions
Scope of Services

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated August 4, 2023 between City of Bellevue, Nebraska ("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).

7.16 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 08/02/2023.

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated August 4, 2023 between City of Bellevue, Nebraska ("Client") and Olsson, Inc. dba Olsson Studio ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Bellevue, Nebraska

Project Description: Comprehensive Plan and Long-Range Transportation Plan

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

Phase 100 – Discovery

Project Management

Olsson shall provide Project management coordination, quality/cost control, information coordination, and Project schedule management.

Olsson shall attend one (1) virtual Project kick-off meeting with Core Team, which consists of City staff members who will manage Project. Project expectations and Project goals will be defined. Olsson shall review Project scope, schedule, public and stakeholder engagement strategy, Stakeholder Committee (SC) makeup and responsibilities, and Technical Committee (TC) makeup and responsibilities.

Olsson shall prepare a detailed Project schedule based on information gathered during virtual kick-off meeting.

Olsson shall host and attend monthly virtual progress meetings with Client to discuss Project status. Olsson shall provide Client with monthly progress reports prior to each monthly progress meeting during Project's lifespan.

Project Branding

Olsson shall coordinate with City's Community Relations Department and prepare a branding plan to detail the logo, colors, fonts, and theming to be integrated into all print and digital Project materials.

Existing Conditions Analysis

Following Project kick-off meeting, Client shall provide Olsson with existing conditions data, including:

- GIS data for City, including parcels, City boundary, aerial imagery, existing and future land uses, zoning, special use districts, overlay zones, public facilities, utility infrastructure, street centerlines, transit routes/stops, bicycle lanes, sidewalks, trails, roadways, street classifications/typology, parks, edge of pavement, public right-of-way, parking lots, building footprints, et cetera, as available

- Additional GIS data from alternative sources, including floodplain, waterbodies, wetlands, tree masses, critical habitat areas, open space, et cetera, as available
- Citywide traffic counts and Citywide crash data

Client utilizes Sarpy County's GIS data. Olsson shall gather all relevant GIS data from Sarpy County's public GIS data download website.

Data that is physical in nature will be mapped to analyze the City in its existing state, ensuring decisions are well-informed and grounded. Demographic and economic data will be gathered, analyzed, and charted.

Olsson shall supplement all data with one (1) in-the-field photography inventory of the City, focusing on development patterns, connectivity, and general character.

Olsson shall review the following plan documents and development regulations, analyze such documents, and develop a summary write-up of each document, describing document's purpose and how it relates to and/or affects City's development over the next planning period.

- Existing Comprehensive Plan
- Fort Crook Road Redevelopment Plan
- Parks Master Plan
- American Heroes Park Plan
- Affordable Housing Action Plan
- Mission Avenue Streetscape Plan
- Platteview Road Corridor Study
- Sarpy County and Cities Wastewater Agency Growth Management Plan
- Prairie Hill Farm Master Plan

Economic and Market Analysis

Olsson shall prepare an economic and market analysis to evaluate City's potential to support future development and re-development of land uses and housing. Economic and market analysis will evaluate historic, current, and future demographic, economic, and real estate market forces and trends that influence City's future urban growth patterns.

Analysis will evaluate City's ability to attract new residents and jobs to generate future demand for commercial, office, industrial space, and varied residential housing. Housing market will be evaluated for affordability, attainability, and how to appropriately blend multiple formats and balance new development with existing housing. Housing analysis will be a long-term, sustainable approach to understand what formats are needed in the marketplace. This portion of the housing analysis will review and utilize the findings and recommendations of the Affordable Housing Action Plan.

Demographic and economic aspects to be evaluated include population growth, household composition, age distribution, household income, educational attainment, and employment growth and composition. Opportunities and constraints in City's ability to attract continued economic and population growth will be explored. Competitive retail, employment, and residential market trends will be evaluated. City's short- and long-term need for additional retail, office, industrial space, and residential housing units will be forecast to determine future urban growth.

Older commercial corridors and districts will be evaluated for ability to compete with emerging business locations and potential to adapt and support redevelopment and repositioning. Greenfield business center locations will be evaluated to determine ability to support needs of the emerging economy and market positioning.

Interviews will be conducted with stakeholders that have in-depth knowledge of certain subject matters, including education, parks and recreation, growth, policy, economic development, infrastructure, et cetera.

- Economic and market analysis will include the following:
 - Identify and analyze demographic, economic, and development trends
 - Identify and analyze existing residential, commercial, office, and industrial market conditions
 - Forecast future housing and commercial/industrial space needs
 - Prepare site evaluation to determine ability of various City areas to accommodate development of residential, commercial, and employment development

Community Mobility Analysis

Olsson shall conduct a multi-phased mobility assessment of City to understand initiatives completed to date and evaluate community's mobility network performance. Information gathered will be used to develop a data-driven assessment of existing mobility performance. Community mobility analysis will include:

- **Document Review** - Olsson shall review and summarize City and region's projects, studies, initiatives, and plans. Olsson shall review regional and City plans, policies, and standards that are relevant to the Long-Range Transportation Plan (LRTP). This task will provide a concise, written summary of planning efforts and projects that affect the LRTP.
- **Community Demographics and Mobility Trends** - Olsson shall assess City, regional, and U.S. Census demographic information to identify local mobility trends and identify potential transportation metrics that could be used as measurable objectives for future system performance.
- **Local Growth Assessment** - Olsson shall utilize City's existing land uses, adopted zoning, and future land use documents to assess local growth potential and likely areas of change in the community that will influence existing and future transportation demand in the City.
- **Vehicular Traffic Operations** - Olsson shall compile existing inventory data for roadway network. Such data will include (as available) roadway lane-age, right-of-way, traffic volumes, historic traffic growth patterns (if available), speed limits, and traffic control devices. Recent traffic counts will be obtained.
- **Parking Assessment** - Olsson shall evaluate current parking strategies and functionality of existing parking
- **Crash Data Assessment** - Olsson shall review available crash data, summarize the findings, and identify patterns that should be addressed
- **Transit Plans and Needs Assessment** - Olsson shall evaluate relevant plans for transit including regional plans for regular transit service. Olsson shall evaluate the need for human service transportation based on demographic information and current service providers.

- **Bicycle, Trail, and Pedestrian Network Assessment** - Olsson shall conduct a bicycle network analysis to evaluate quality and coverage of City's bicycle network. Olsson shall review existing facilities and plans for Parks, Open Space, and Trails (POST) to evaluate network functionality.
- **City Transportation Policy Alignment Assessment, including Travel Demand Management (TDM)** - Olsson shall assess City's existing transportation policies and TDM strategies.

Olsson shall review information gathered and assessments conducted into a Community Mobility Assessment that illustrates how City's existing transportation system is currently structured and functioning as well as how it will need to grow and change to facilitate future mobility needs within the community.

City Leadership Work Session No. 1

Olsson shall host one (1) joint in-person two (2)-hour City leadership work session no. 1 as a Project kick-off and community profile work session with Planning Commission and City Council. This is one (1) joint work session in which both Planning Commissioners and City Councilmembers will attend. Work session will present a summary of existing conditions and will include individual and group visioning exercises.

If a quorum is met, Client will advertise City leadership work session no. 1 as a public meeting. Public comment will not be accepted at City leadership work session no. 1.

Client Responsibilities

- Outline City's decision-making process for Project
- Participate in virtual kick-off meeting and monthly progress meetings, in addition to ongoing informal updates, questions, and discussions
- Provide requested data and documents to Olsson

Deliverables

- Project kick-off meeting materials
- Detailed Project schedule
- Branding plan
- Memorandum for each monthly virtual Project progress meeting
- Unformatted deliverable no. 1 draft, including plan introduction, plan existing conditions analysis, economic and market analysis, and community mobility analysis) .
- Formatted deliverable no. 1, with Client's comments incorporated

Meetings

Olsson shall attend the following meetings:

- One (1) virtual Project kick-off meeting
- Up to 12 monthly virtual Project progress meetings
- One (1) in-the-field photographic inventory of City
- One (1) joint (City Council and Planning Commission) in-person City leadership work session no. 1
- Economic- and market-specific stakeholder interviews, as part of Economic and Market Analysis

Phase 200 – Engage

Public Engagement Plan

Olsson shall prepare a public engagement plan to outline the tools, methods, and schedule of communication related to Project.

Committees

Client shall coordinate formation of SC and TC. Client and Olsson shall coordinate on outreach to, communication with, and management of SC and TC throughout Project. SC shall include key property owners, business owners, residents, representatives of prospective property developers, and students. Ideal size for SC is 80 to 100 people. Special effort should be given to ensure diverse representation, including age, interests, geographic area of community, background, race, et cetera. Students should be included in SC. TC shall include City staff members and representatives from various agencies and departments. Client will provide translation services, as required.

Client Responsibilities

- Identification of and initial contact with potential SC members:
 - Share SC member expectations one (1)-pager. One (1)-pager to be provided by Olsson.
 - Direct potential SC members to register for SC via registration online link. Online registration link to be provided by Olsson.
- Determine if an open call for SC members is necessary and distribute social media post(s) and press release, including social media graphics and captions. Press release to be provided by Olsson.

Olsson Responsibilities

- Set up SC registration online link
- Create SC member expectations one (1)-pager
- Provide an email template for TC members to use when making initial contact with potential SC members
- Communicate with SC members, via email, regarding SC meetings, requests, and reminders, following SC member registration
- If deemed necessary by Client, provide materials (i.e., social media posts, updates to the project website/webpage, and press release) to assist with open call for SC members

Marketing and Outreach

Olsson shall write and coordinate with Client on content and timing of up to four (4) press releases throughout planning process. Client, and specifically, the Community Relations Department, will distribute the press releases.

Olsson shall coordinate with local media outlets, including Bellevue Times and Sarpy County Times, at strategic times throughout Project to alert them of interview opportunities and public engagement events. Olsson shall coordinate with Client, and specifically Community Relations Department, to utilize Bellevue Television to advertise public engagement events and Project updates.

Olsson shall create a postcard-size mailer for Client to send to all applicable residents/businesses/property owners. Mailer will include a Project overview, a link to Project website, and a list of ways to get involved. Client shall be responsible for compiling distribution list, print and postage costs, and mailing the mailer.

Olsson shall coordinate with SC and TC members to provide them with marketing material for Project, including postcard.

Olsson shall coordinate with Client to develop a one (1)-minute or less interview-style Project kick-off video with a designated City leaders that can be shared on City's website, City's social media platforms, referenced on postcard mailer, and embedded in Project webpage to garner community excitement about Project.

Olsson shall coordinate with City's existing social media platforms and City's website to encourage engagement in planning process. Olsson shall draft Project-related content for City's Project website and social media accounts. Client shall be responsible for posting Project-related content to City's website and social media accounts. Olsson shall coordinate with Client on timing of City website and social media posts.

Marketing and outreach efforts will be focused on engagement and feedback opportunities for public, including, but not limited to, public survey, public open houses, and virtual draft plan review.

Online Engagement

Olsson shall coordinate with Client to prepare dedicated and branded Project website. Website will allow interested participants to view and provide feedback and learn how to get involved in planning process. Olsson shall maintain website operations, updates, and monitoring throughout planning process. Website will include a community member interest form to generate a Project community contact list, via both email and text message. Olsson shall send Project alerts via email and text message to Project community contact list periodically throughout Project's lifespan.

Public Survey

Olsson shall design, build, and administer an online public survey via SurveyMonkey. Survey will be drafted by Olsson and reviewed by Client. Olsson shall prepare marketing materials to encourage participation in survey.

In-Person Engagement

Olsson shall coordinate and facilitate three (3) SC and TC meetings, including the following:

- One (1) in-person one (1)-day visioning workshop
- One (1) in-person multi-day City-wide planning charrette
- One (1) virtual draft plan review meeting

One (1)-day visioning workshop will develop an initial vision and set of Project guiding principles. Visioning workshop will include facilitated small-group discussions and review sessions with larger group. Olsson shall organize a series of interactive exercises for participants. One (1) topic of particular focus during visioning workshop will be community perceptions of City's mobility network, including its strengths, weaknesses, and opportunities. Workshop goal is to elicit SC and TC's expectations for Project's success and confirm multi-topic goals by establishing a community vision.

Multi-day in-person City-wide planning charrette will develop concepts for future land uses, development/redevelopment opportunities, traffic flow and connectivity improvements, character/aesthetic enhancements, subareas of focus, and related policy ideas. Olsson shall prepare imagery, graphics, analysis mapping, and preliminary planning concepts for discussion and feedback.

Based on reactions received, Olsson shall explore planning and design solutions for City, addressing land use, transportation, sustainability, aesthetics, development and redevelopment, market factors, and economics. City-wide planning charrette will include a series of SC and TC progress sessions, preference and visioning exercises, and ongoing planning and design sessions.

During City-wide planning charrette, public open house no. 1 will be held within a widely known and recognized space within City. Community members will be invited to view progress from City-wide planning charrette and share feedback. Olsson shall develop a virtual public open house no. 1 that will launch via Project website two (2) business days after in-person public open house no. 1. Content on virtual open house will be the same as the in-person public open house.

Olsson shall develop and launch virtual public open house no. 2. Community members will be invited to view draft plan recommendations and concepts and share feedback.

Prior to virtual public open house no. 2, Olsson shall host and facilitate final virtual SC and TC draft plan review meeting to gather stakeholder and City staff member feedback on draft plan recommendations and concepts.

Client Responsibilities

- **SC Creation Coordination** - Client shall identify stakeholders to participate in SC, made up in part of representatives from each of the identified stakeholder groups
- **Public Engagement Venue Coordination and Cost** - Client shall provide and/or cover coordination, reservations, and expenses of required meeting space for visioning workshop, City-wide planning charrette, pop-up events, and work sessions, as required. Venue shall meet the following requirements:
 - Accommodate at least 100 people
 - Have blank wall space
 - Have walls without art or other attached materials
 - Have walls that painter's tape may be affixed to
 - Have layout tables that can be moved into various arrangements
 - Have chairs for the tables
 - Have electrical outlets
 - Have Wi-Fi
 - Be secured at night for all materials to be left out on walls and tables
 - Allow Olsson access from, at a minimum, 7:00 AM to 8:00 PM
 - Have no other events scheduled to use the space during events (at any time, day or night)
- **Public Engagement Advertisement** - Client shall coordinate with City's website, social media platforms, and other communication outlets to advertise planning process and ways to get involved in Project. Client shall be responsible for posting content on City's website and social media platforms.

- **Pop-Up Events** - Client shall attend additional identified local community events and/or locations to spread the news about Project and how to participate. Olsson shall provide marketing material to assist with pop-up events.

Deliverables

- Public engagement plan
- One (1) one-minute Project kickoff interview video
- Project website
- Public survey
- Marketing and outreach materials
- Public engagement findings

Meetings

Olsson shall attend the following meetings:

- One (1) in-person one (1)-day visioning workshop
- One (1) in-person multi-day City-wide planning charrette
- One (1) virtual SC and TC draft plan review meeting
- One (1) in-person public open house
- Two (2) virtual public open houses

Phase 300 – Plan

Olsson shall create a series of draft recommendations in the form of goals, policies, and framework plans. Plan document, in its final form, will include both comprehensive plan and LRTP. For drafting purposes, efforts are described individually.

Draft comprehensive plan recommendations will address land use, development and redevelopment, economic development, placemaking, community character, equity, recreation, arts, resiliency, and other topics as deemed necessary, including those required per Nebraska State Statutes.

As the vision, goals, and key concepts of the comprehensive plan emerge from Phase 100 and 200, Olsson shall develop transportation investment strategies to support them. Multiple investment strategies may be considered to illustrate choices when goals may conflict. Olsson recommends any alternative strategies range widely to bracket and illustrate alternative approaches available to the community, such as: (1) mobility and access emphasis; (2) placemaking and multimodal emphasis; and (3) an alternative that balances the first two (2) alternatives.

Mode-Specific Strategy Development - Olsson will develop alternative investment strategies with mode-specific elements.

Vehicular Needs and Performance - Olsson will evaluate future travel demand to evaluate system needs.

- Traffic forecasts will be evaluated using the Metropolitan Area Planning Agency (MAPA) travel demand model. One of the primary inputs into the model will be emerging land use plan. Emerging land use plan forecasts will be compared to current MAPA land use forecasts.

- Because Bellevue has strong interactions with larger cities in the Omaha metropolitan area, it is important to understand regional connections. MAPA travel demand model will be used to adequately model the regional connections and travel patterns.
- Olsson shall use future land use scenario to refine travel demand model to develop future year forecast in the City.
- Olsson shall compare recent traffic counts to base year MAPA model results, note significant discrepancies, and use a methodology to calibrate future year model results.
- Olsson shall evaluate truck travel patterns and known concerns for routes incompatible with current or desired land uses and destinations. Intent of this evaluation is to inform development of a functional and compatible truck traffic network.

Transit Needs and Performance - Olsson shall evaluate future transit needs for emerging land use plan. Olsson shall identify possible policy changes for City consideration.

Bicycle and Pedestrian Comfort Needs and Reach Assessment - Olsson shall evaluate future bicycle and pedestrian comfort and reach needs based on emerging land use plan. Olsson shall illustrate a range of physical improvements and costs, from conventional to innovative improvements, along with possible policy changes for City consideration.

Future Mobility Challenges and Opportunities - Olsson shall generate a summary report of challenges and opportunities of a multimodal transportation system to support emerging comprehensive plan. Summary may influence Phase 400 as plans are refined.

Client's Responsibilities

Client has no responsibilities during this Phase.

Deliverables

- Unformatted deliverable no. 2 draft, including plan recommendations and future mobility challenges and opportunities assessment

Meetings

No meetings are anticipated during this Phase.

Phase 400 – Refine

Client shall provide a single PDF file of comments for draft recommendations to be addressed. Olsson shall implement requested changes to draft comprehensive plan.

Specific to LRTP, Olsson shall package individual mode-specific investments and infrastructure improvements into a tiered program. Final effort will provide a method for prioritizing LRTP recommendations into an effective and sustainable action plan that will become City's primary reference document when considering transportation investments. Specific components of the LRTP will include:

Infrastructure Improvements

City's LRTP will include specific recommended infrastructure improvements. Olsson shall refine and document specific multimodal solutions. Olsson shall package recommended infrastructure improvements into tiered matrices of Projects by mode, priority, and goals addressed. Recommendations will include solutions that address:

- Road Network Plan that includes improvements to existing roads, completing connections, developing new corridors, and/or modifying functional classifications
- Strategies to position City for enhanced transit service, future bus service/routes in City, and human services transportation
- Bicycle, trail, and pedestrian facility improvements

Transportation Programs, Policies, and Regulations

Olsson shall outline a range of transportation policy options for Client to consider. At a minimum, Olsson shall outline strategies for the following areas:

- **Design Standards** - Recommend updates or additions to City cross-section and right-of-way standards to best serve vehicular, bicycle, and pedestrian movements on different street types in Bellevue
- **Wayfinding Program** - Olsson shall indicate opportunities and other recommendations to support City's LRTP
- **Truck Network and Policy Recommendations** - Based on evaluation of current truck travel patterns and the emerging recommendations for land use and transportation, Olsson shall develop recommendations to support or develop an efficient network of truck routes to support the movement of freight and local and regional economy. Recommendations may include routing within City and regional connections, design standards, and/or code and policy changes to facilitate implementation of this network.

Olsson shall submit a revised draft plan to Client for use at one (1) joint City leadership work session no. 2.

Olsson shall present at and facilitate one (1) joint in-person City leadership work session no. 2. This is one (1) joint work session in which both Planning Commissioners and City Councilmembers will attend. Work session purpose will be to update Planning Commission and City Council on Project and converse about draft plan recommendations.

If a quorum is met, Client shall advertise City leadership work session no. 2 as a public meeting. Public comment will not be accepted at City leadership work session no. 2.

Following work session, draft plan will be posted on Project website for virtual public review (virtual public open house no. 2). Using an interactive software that allows the public to directly comment on the document, the public will be able to comment on draft plan for a set amount of time.

Client shall provide another single PDF formatted file of requested changes to plan, based on edits requested from work session and public virtual draft plan review, prior to Olsson drafting implementation section of the plan.

Client Responsibilities

- Single PDF formatted file of initial City staff member comments on unformatted deliverable no. 2 draft
- Single PDF formatted file of compiled list of requested edits based on virtual public review period and work session

Deliverables

- Formatted deliverable no. 2, with City comments incorporated, sans implementation
 - Plan document will be illustrative, including annotated plan graphics and photographic imagery
- Draft plan public review portal

Meetings

Olsson shall attend the following meeting:

- One (1) joint (City Council and Planning Commission) in-person City leadership work session no. 2

Phase 500 – Strategize

Olsson shall draft final section implementation action plan and submit to Client for review. Olsson shall develop supporting implementation strategies for recommendations in the form of policies, programs, projects, and processes.

Specific to LRTP, Olsson shall provide Project descriptions and planning-level cost estimates for recommended transportation projects. Olsson shall estimate costs using available local and regional data sources and will develop annualized maintenance costs to provide an understanding of long-term operational impacts.

Olsson shall place projects into existing and 20-year horizons to establish a clear picture of what can be implemented with City resources. The selected methodology used, Project prioritization technique, and design and scheduling assumptions will be based on established vision. Projects will be presented so the purpose and need are clearly communicated, providing a useful tool if funding situations change or new priorities are identified after LRTP is completed.

Olsson shall prepare recommendations on potential funding strategies and priorities. Recommendations will be constructed to provide a toolbox for identifying and pursuing potential funding sources including the MAPA Transportation Improvement Program (TIP) process, federal, state, and other grant opportunities, partnership opportunities, and new City-led initiatives.

Client shall provide a single PDF formatted file of comments on implementation strategies to be addressed. Olsson shall submit a revised, complete, and final plan.

Olsson shall attend, in-person, and present final draft plan at one (1) Planning Commission adoption hearing and at one (1) City Council adoption hearing.

Client Responsibilities

- Single PDF formatted file of final city staff member comments on implementation strategies

Deliverables

- Final Bellevue Comprehensive Plan in web-friendly PDF formatted file, including appendices

Meetings

Olsson shall attend the following meetings:

- Two (2) in-person public hearings for plan adoption (one for Planning Commission and one for City Council)

Phase 600 – Sustain

Olsson shall provide Client with final invoice for Scope of Services items and transfer final files to Client. Olsson shall provide developed GIS data in shapefile format, properly georeferenced, and native file of plan document, in InDesign format.

Client Responsibilities

Client has no responsibilities during this Phase.

Deliverables

- Developed GIS data in shapefile format, properly georeferenced

Meetings

No meetings are anticipated during this Phase.

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.

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

**16j.
8/15/2023**

COUNCIL MEETING DATE: 08/15/2023		SUBMITTED BY: Perry Guido, Fire Chief		
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:
Renew Contract with Zoll

SYNOPSIS/BACKGROUND:
The Rescue Fee Billing Software contract is up for renewal.

FISCAL IMPACT: \$59,572.80 / 36 months BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: Zoll	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: Billing Software with Zoll		
CONTRACT EFFECTIVE DATE: 10/26/2023	CONTRACT TERM: 3-year	CONTRACT END DATE: 09/30/2026
PROJECT NAME: N/A		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/> INSURANCE REQUIRED: YES
CIP PROJECT NAME: N/A	CIP PROJECT NUMBER: N/A	
STREET DISTRICT NAME (S): N/A	STREET DISTRICT NUMBER (S): N/A	
ACCOUNTING DISTRIBUTION CODE: N/A	ACCOUNT NUMBER: N/A	

RECOMMENDATION:
Approve and authorize Mayor to sign renewal contract with Zoll Data Systems, in an amount not to exceed \$59,572.80 for 3-year contract.

ATTACHMENTS:


- | | | |
|-------------------------|-------------------------|-------------------------|
| 1. Contract | 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: _____





Customer Information

Company Name: Bellevue Fire Dept
Address: 211 West 22nd Avenue
Bellevue, NE 68005-5072

Bill To: Bellevue Fire Dept
211 West 22nd Avenue
Bellevue, NE 68005

Contact: Dee Gray
Email: dee.gray@bellevue.net

Software, SaaS and Services

Initial Term: 36 months

Offer Expiration: August 31, 2023
ZOLL Representative: Chris Metzler

SaaS						
Item	Lic. Type	Description	Qty	Unit	Unit Price	Monthly Fee
ZOBILL1	HL	ZOLL Billing	360	Claim	\$4.60	\$1,654.80

MONTHLY FEES: \$1,654.80

TOTAL FEES FOR INITIAL TERM: \$59,572.80

Terms

Monthly Fees Commencement Date. Notwithstanding anything to the contrary in the Agreement, Monthly Fees will commence on the expiration of the term of the previous Order governing Software, SaaS or Services set forth in this Order (the "**Monthly Fees Commencement Date**").

The Initial Term will begin on the renewal start date of 10/26/2023 (the "**Effective Date**") and will end the number of months indicated above following the Monthly Fees Commencement Date (as defined in the Agreement). Discounted Fees are rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The total Fees in this Order were calculated using the actual price, which are the true and binding totals for this Order.

This Order is governed by and subject to the terms and conditions, including applicable addenda, available at <https://www.zolldata.com/legal>, and incorporated herein by reference, unless Customer and ZOLL Data Systems, Inc. have executed a written master agreement governing the Software, SaaS and Services listed above that expressly supersedes such terms and conditions (as applicable, the "**Agreement**"). By signing below, (1) Customer represents and warrants it has read this Order and the applicable Agreement and agrees to such terms and conditions and (2) each person below represents and warrants that she or he has the authority to bind the party for which she or he is signing.

ZOLL Data Systems, Inc.

Bellevue Fire Dept

Authorized Signature:

Authorized Signature:

Name

Title:

Date:

Name

Title:

Date:

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16k.
8/15/2023

COUNCIL MEETING DATE: August 15, 2023		SUBMITTED BY: David Goedecken- 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 Fifth request for acquisitions and easements. This is an 80/20 split with NDOT.

FISCAL IMPACT?: \$36,590.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: YES

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: 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: 7010	

RECOMMENDATION:

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

ATTACHMENTS:

- Letter from Midwest Right of W
-
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Stimmy Bafajilon
[Signature]
[Signature]



July 5, 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 #C7

Dear Mr. Knight:

Enclosed are executed copies of the Purchase Agreement, and Warranty Deed for Tract C7, LifeSpring Church. 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 \$36,590.00 made payable to:

**LifeSpring Church
13904 South 36th Street
Bellevue, Nebraska 68123**

Please e-mail copies of the signed contract, and a copy of the payment to dbliss@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