

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

Tuesday, November 21, 2023 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Bryan Rice, Christ the King Lutheran Church, 7308 South 42nd Street.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted on back wall of City 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 November 7, 2023 City Council Minutes.
6. (*) APPROVAL OF CLAIMS
7. SPECIAL PRESENTATIONS: None
8. ORGANIZATIONAL MATTERS:
 - a. (*) Recommend the reappointment of Dr. Tony Yonkers and Dr. Jeff Akerson to the Bellevue Board of Health for a 4-year term, ending July 2027. (Mayor Hike)
9. APPROVED CITIZEN COMMUNICATION: None Received
10. LIQUOR LICENSES:
 - a. Recommend approval to the Nebraska Liquor Control Commission (NLCC) an application for a Class "D" Liquor License to sell beer, wine, and distilled spirits, Off Sale Only, for Wizard Pipes and Glass LLC dba "Wizard Pipes and Glass" located at 1505 Galvin Road South, Suite 5, Bellevue, NE 68005 and John C. McKercher as Manager. (City Clerk)
11. ORDINANCES FOR ADOPTION (3rd reading): None
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
 - a. Ordinance No. 4135: Compensation Ordinance as Updated. (HR Director)
 - b. Ordinance No. 4136: Request to rezone Tax Lot7B3A3, located in the Northwest 1/4 OF Section 35, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from BNH to RD-60 for the purpose of an existing single-family residence. Applicant: Barney Barrett. General Location: 2004 Harlan Drive. (Planning Director)
 - c. Ordinance No. 4137: Request to rezone Lot 2, Southdale, from BNH to RG-28, for the purpose of multi-family residential development. Applicant: H.A. Wassenberg Holding Co. LLC. General Location: S. 29th Avenue and Capehart Road. (Planning Director)
13. ORDINANCES FOR INTRODUCTION (1st reading):
 - a. Ordinance No. 4138: Sewer Rate Ordinance Increase (Wastewater and Solid Waste Superintendent)
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
 - a. Approval of Event Application for Green Line Running Event to hold the American Hero's Half Marathon and 5K on Saturday, May 26, 2024 from 6:00 a.m. to 11:30 a.m. along Keystone Trail - starting and ending at Hayworth Park Ball Fields. (City Clerk)
15. RESOLUTIONS: None
16. CURRENT BUSINESS:
 - a. Authorize the purchase of stainless-steel spreaders and snowplow blades for the street department's new trucks, in an amount not to exceed \$58,347.24. (Public Works Director)
 - b. Authorize the purchase of five (5) 2024 Ford trucks for the street department, in an amount not to exceed \$373,884.00 (\$62,314.00 each). (Public Works Director)

c. Authorize the purchase of Freightliner 114 SD Plus for the street department, in an amount not to exceed \$133,934.00. (Public Works Director)

d. Authorize the purchase of a 35-ton detachable air ride trailer from Kaufman Trailers for the street department, in an amount not to exceed \$54,745.00. (Public Works Director)

e. Approve the purchase of five (5) heat pumps from MMC Mechanical Contractors replacing pumps in the 1510 Wall Street Building, in an amount not to exceed \$55,341.00. (Public Works Director)

f. Approve and authorize the Mayor to sign the agreement between 4SA and the City of Bellevue for use of Aspen Park ballfields beginning March 20, 2024 to October 31, 2024, in an amount not to exceed \$2,000.00. (Parks Department)

g. Approve and authorize the Mayor to sign the amendment to the Sarpy Douglas Law Enforcement Academy Interlocal Agreement (SDLEA), which would allow Metro Community College to become a member of the academy. (Police Chief)

h. Approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) with the United States Postal Service (USPS) for the request by the USPS to have a Bellevue Police Detective on their Task Force. (Captain Tim Melvin)

i. Approve and authorize the Mayor to sign the renewal of the Operative IQ Software Licensing Agreement for a 3-year term from November 21, 2023 to November 21, 2026. (Battalion Chief Strachota)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(November report will be attached to the December 5th meeting packet).**

18. CLOSED SESSION:

19. ADJOURNMENT

MINUTE RECORD

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11/21/2023

Bellevue City Council Meeting, November 7, 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 7th day of November 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. Available in the Office of the City Clerk confirmation of the affidavit of publication, the certificate of posting, and the council's acknowledgment of receipt of notice. All proceedings shown hereafter were taken while the convened meeting was open to the public.

PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Hike led in the Pledge of Allegiance. Lead Pastor Andy Kaup, Bellevue Christian Center, 1400 Harvell Drive provided the invocation.

OPEN MEETINGS ACT

Mayor Hike announced a copy of the Open Meetings Act is posted on the 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 Preister, seconded by Cook, to approve the consent agenda.

Consent agenda included the following items: Approval of the October 17, 2023 City Council Minutes, Acknowledge receipt of the October 26, 2023 Planning Commission Minutes; Approval of Claims; Approve the cancellation of the January 2, 2024 City Council Meeting and authorize staff to pay bills that cannot be held over until the January 16, 2024 City Council Meeting; and Resolution No. 2023-29: A resolution authorizing the Mayor to sign the Annual Year-End Certification of the City Street Superintendent Form for 2023, verifying Robert Joseph Riggs as the City Street Superintendent from January 1, 2023 to December 31, 2023; and Request approval of the list of applications for hunting waivers, as reviewed and approved by Capt. Kurt Stroehrer or Sgt. Don Pleiss.

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: NONE

APPROVED CITIZEN COMMUNICATION:

Kyle Rhone - Duties of Citizenship and current Economic Development Plan.

Mr. Kyle Rhone, 1908 Madison Street, addressed Duties of Citizenship and current Economic Development Plan.

Rebecca Zurcher - City direction and plan

Mrs. Rebecca Zurcher, 606 Dowding Court, addressed city direction and plan.

LIQUOR LICENSES:

Recommend approval to the Nebraska Liquor Control Commission (NLCC) the application for Barbara K. Cooper as the new Manager for Apple Bellevue LLC dba "Applebee's Neighborhood Grill and Bar" located at 10402 South 15th Street Bellevue, NE 68123. (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 Cook, seconded by Welch, to recommend approval to the Nebraska Liquor Control Commission (NLCC) the application for Barbara K. Cooper as the new Manager for Apple Bellevue LLC dba "Applebee's Neighborhood Grill and Bar" located at 10402 South 15th Street Bellevue, NE 68123.

MINUTE RECORD

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

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

Recommend approval to the Nebraska Liquor Control Commission (NLCC) an application for a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, for FJ Guys Inc. dba "Sakai Sushi" located at 555 Cornhusker Road Suite 203, Bellevue, NE 68005 and Qin Hang Shi as Manager. (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 Casey, seconded by Burns, to recommend approval to the Nebraska Liquor Control Commission (NLCC) an application for a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, for FJ Guys Inc. dba "Sakai Sushi" located at 555 Cornhusker Road Suite 203, Bellevue, NE 68005 and Qin Hang Shi as Manager. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns; and Welch voted yes; voting no: none; absent: none. Motion carried.

Recommend approval to the Nebraska Liquor Control Commission (NLCC) an application for a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, for SNAP! Productions, dba "SNAP! Productions" located at 2221 Thurston Circle, Bellevue, NE 68123 and Todd J. Brooks as Manager. (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 recommend approval to the Nebraska Liquor Control Commission (NLCC) an application for a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, for SNAP! Productions, dba "SNAP! Productions" located at 2221 Thurston Circle, Bellevue, NE 68123 and Todd J. Brooks as Manager. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns; and Welch voted yes; voting no: none; absent: none. Motion carried.

ORDINANCES FOR ADOPTION: (Third Reading): NONE

ORDINANCES FOR PUBLIC HEARING: (Second Reading) NONE

ORDINANCES FOR INTRODUCTION (First Reading): NONE

Ordinance No. 4135: Compensation Ordinance as Updated. (HR Director)

Ordinance No. 4135: An Ordinance of the City of Bellevue, Nebraska, classifying the employees of the city; fixing the ranges of compensation of such employees; providing a pay range schedule; providing for publication in a pamphlet form; repealing Ordinance No. 4134; and providing for an effective date.

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on November 21, 2023.

Ordinance No. 4136: Request to rezone Tax Lot7B3A3, located in the Northwest 1/4 OF Section 35, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from BNH to RD-60 for the purpose of an existing single-family residence. Applicant: Barney Barrett. General Location: 2004 Harlan Drive. (Planning Director)

Ordinance No. 4136: An Ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No 4104 by changing the zone classification of land located at or about 2004 Harlan Drive, more particularly described in Section 1 of the ordinance and to provide an effective date.

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on November 21, 2023.

Ordinance No. 4137: Request to rezone Lot 2, Southdale, from BNH to RG-28, for the purpose of multi-family residential development. Applicant: H.A. Wassenberg Holding Co. LLC. General Location: S. 29th Avenue and Capehart Road. (Planning Director)

Ordinance No. 4137: An Ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No 4104 by changing the zone classification of land located at or about South 29th Avenue and Capehart Road, more particularly described in Section 1 of the

MINUTE RECORD

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

ordinance and to provide an effective date.

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on November 21, 2023.

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE

RESOLUTIONS:

Resolution No. 2023-30: Intent to annex Tax Lot 18, located in the Southwest 1/4 of Section 23, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue. (Planning Director)

Motion was made by Burns, seconded by Welch, to approve Resolution No. 2023-30: Intent to annex Tax Lot 18, located in the Southwest 1/4 of Section 23, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue.

Councilman Burns questioned if the resolution for intent to annex is required by statute. In the past, the annexations have been in an ordinance with first, second, and third readings.

Mr. Jim Ristow, City Administrator, advised this is procedural. He explained if the resolutions are passed, the annexations will go to planning in form of an ordinance, and then come before the City Council.

Councilman Burns questioned the reasoning behind the annexations. Mr. Ristow explained this area is the entertainment district the city is looking at. To apply for certain tax credits from the state, the area needs to be within the city limits.

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.

Resolution No. 2023-31: Intent to annex Tax Lot 24, located in the Southeast 1/4 of Section 22, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue. (Planning Director)

Motion was made by Welch, seconded by Cook, to approve Resolution No. 2023-31: Intent to annex Tax Lot 24, located in the Southeast 1/4 of Section 22, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns; and Welch voted yes; voting no: none; absent: none. Motion carried.

Mayor Hike recused himself due to a conflict of interest and turned the next agenda item over to Council President Cook.

Council President Cook noted Mayor Hike left the Council Chambers at 6:35 p.m.

Resolution No. 2023-32: Intent to annex Tax Lot 10-1, Tax Lots 13 & 14B, Tax Lot 19A2, Tax Lot 21, Tax Lot 19A1B, Tax Lot 19A1A1A, Tax Lot 20, Tax Lot 22, and Lot 1, Hike Addition, all located in Section 22, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue. (Planning Director)

Motion was made by Welch, seconded by McCaw, to approve Resolution No. 2023-32: Intent to annex Tax Lot 10-1, Tax Lots 13 & 14B, Tax Lot 19A2, Tax Lot 21, Tax Lot 19A1B, Tax Lot 19A1A1A, Tax Lot 20, Tax Lot 22, and Lot 1, Hike Addition, all located in Section 22, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns; and Welch voted yes; voting no: none; absent: none. Motion carried.

Council President Cook noted Mayor Hike returned to the Council Chambers at 6:37 p.m.

Resolution No. 2023-33: Intent to annex the Southeast 1/4 (Parce ID 010613005), Lot 1, Prairie View Acres, and all Tax Lots 2B, East Part Tax Lot 2C & 3, all located in Section 15, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue. (Planning Director)

Motion was made by Casey, seconded by Welch, to approve Resolution No. 2023-33: Intent to annex the Southeast 1/4 (Parce ID 010613005), Lot 1, Prairie View Acres, and all Tax Lots 2B, East Part Tax Lot 2C & 3, all located in Section 15, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns; and Welch voted yes; voting no: none; absent: none. Motion carried.

MINUTE RECORD

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

Resolution No. 2023-34: Authorizing the Mayor to sign the Project Program Agreement with the Nebraska Department of Transportation (NDOT) for the Fort Crook Road Bridge Linkage Analysis, in an amount not to exceed \$110,000.00. (Public Works Director)

Motion was made by Cook, seconded by Welch, to approve Resolution No. 2023-34: Authorizing the Mayor to sign the Project Program Agreement with the Nebraska Department of Transportation (NDOT) for the Fort Crook Road Bridge Linkage Analysis, in an amount not to exceed \$110,000.00. 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.

CURRENT BUSINESS:

Approve the purchase of a Ford F450 pickup truck for the Police Department, for the primary purpose of pulling the mobile Command Post Trailer, in an amount not to exceed \$67,889.00. (Police Chief)

Motion was made by Welch, seconded by McCaw, to approve the purchase of a Ford F450 pickup truck for the Police Department, for the primary purpose of pulling the mobile Command Post Trailer, in an amount not to exceed \$67,889.00. 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 the purchase of the mobile command post trailer for the Police Department, at a preliminary amount of \$472,920.00. (Police Chief)

Motion was made by Cook, seconded by McCaw, to approve the purchase of the mobile command post trailer for the Police Department, at a preliminary amount of \$472,920.00.

Councilman Preister requested confirmation on the budgeting, if this will be carried over to the next fiscal year, or if payments need to be made.

Chief Ken Clary, Chief of Police, advised there will be no down payments. He explained with the supply chain issues it could take beyond this fiscal year. If that should occur, he will work with the City Council if the funds roll over to the next fiscal year.

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 new Ford F-150 4x4 extended cab truck for the communication department, in an amount not to exceed \$54,353.00. (Fire Chief)

Motion was made by Welch, seconded by Preister, to approve the purchase of a new Ford F-150 4x4 extended cab truck for the communication department, in an amount not to exceed \$54,353.00. 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 the purchase of a new Ford F-450 4x4 regular cab truck for the fire department, in an amount not to exceed \$66,104.00. (Fire Chief)

Motion was made by Preister, seconded by Casey, to approve the purchase of a new Ford F-450 4x4 regular cab truck for the fire department, in an amount not to exceed \$66,104.00. 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 the purchase of (3) new Ford Expedition XLs for the fire department, in an amount not to exceed \$183,354.00 (\$61,118.00 each). (Fire Chief)

Motion was made by Cook, seconded by Burns, to approve the purchase of (3) new Ford Expedition XLs for the fire department, in an amount not to exceed \$183,354.00 (\$61,118.00 each). 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 Contract with Goss Associates for a Nebraska Good Life Transformational Act Economic Impact Analysis, in an amount not to exceed \$25,000.00. (Economic and Community Development Director)

Motion was made by Welch, seconded by McCaw, to approve and authorize the Mayor to sign the Contract with Goss Associates for a Nebraska Good Life Transformational Act Economic Impact Analysis, in an amount not to exceed \$25,000.00.

Councilman Preister mentioned he only sees one bid and questioned if there were others. Mr. Ristow stated two bids were received when the item went out for bid.

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, November 7, 2023, Page 5

Approve authorizing Metropolitan Utilities District (MUD) to accept the bid for the MUD Water Main Extension Project after removing the identified costs of Lump Sum Bid 3 and Lump Sum Bid 4 (which will be paid for in the Hidden Valley Road Water Pipeline Extension Project), in an amount not to exceed \$14,165,360.00. (Public Works Director/Administration)

Motion was made by Burns, seconded by Welch, to approve authorizing Metropolitan Utilities District (MUD) to accept the bid for the MUD Water Main Extension Project after removing the identified costs of Lump Sum Bid 3 and Lump Sum Bid 4 (which will be paid for in the Hidden Valley Road Water Pipeline Extension Project), in an amount not to exceed \$14,165,360.00.

Councilman Burns requested clarification if \$14,165,360.00 is being bonded. Mr. Ristow explained initially the amount was over \$17,000,000.00 close to \$18,000,000.00 less what MUD was putting in. This amount was included in the CIP to be bonded. There are state grants and federal grants. The state grant will come before the federal grant. The intent is to bond the cost minus any grant funds received. Mr. Ristow explained the phases of the project and the funding for the phases.

Councilman Burns mentioned in 2019 there was a public hearing on what to spend ARPA funds on and it was intended to allocate ARPA funds towards this project. He questioned if ARPA funds will be used. Mr. Ristow advised the intent is to use ARPA funds. He stated in 2021 this project was an \$8,000,000.00 which is now an \$18,000,000.00. He advised ARPA funds will be allocated to this project. Conversation ensued.

Councilman Burns requested clarification on what pioneer fees are. Mr. Ristow stated there is a formula that MUD uses breaking down those costs per property, based on frontage, acres, etc.

Councilman Burns questioned if there are commitments to the entertainment district. Mr. Ristow advised there will be three on three meetings with the City Council in the next few weeks to discuss the entertainment district.

Conversation ensued on interest rates and bond rates.

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.

Approval and ratification of the Memorandum of Understanding (MOU) with the Bellevue Professional Management Association (BPMA) to include the recently created position of Technical Support Specialist in the Collective Bargaining Agreement, with a wage range of \$58,000-\$82,000 and to authorize the Mayor to sign. (HR Director)

Motion was made by Casey, seconded by Cook, to approve and ratify the Memorandum of Understanding (MOU) with the Bellevue Professional Management Association (BPMA) to include the recently created position of Technical Support Specialist in the Collective Bargaining Agreement, with a wage range of \$58,000-\$82,000 and to authorize the Mayor to sign. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns; and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the Contract with JMN Construction LLC for removal of Schilling Drive Bridge, in an amount not to exceed \$356,628.00 plus a 10% contingency of \$35,662.80, for a total project cost of \$392,290.80. (Public Works Director)

Motion was made by Cook, seconded by Welch, to approve and authorize the Mayor to sign the Contract with JMN Construction LLC for removal of Schilling Drive Bridge, in an amount not to exceed \$356,628.00 plus a 10% contingency of \$35,662.80, for a total project cost of \$392,290.80.

Councilman Casey questioned if the plan is to make Schilling Drive a permanent dead-end street on both ends. Mr. Ristow mentioned there are houses there the city still must serve. The city will come up with a creative way, so nobody plunges over the railway.

Mayor Hike mentioned he asked Mr. Dave Goedeken, Public Works Director, if there is any way to negotiate with the railroad to remove it. Mr. Goedeken stated he posed the question to the engineer and is still waiting to hear back.

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 Change Order #1 with Earnest Construction Group for the 2023 Concrete Projects, in an amount not to exceed \$25,000.00. (Public Works Director)

Motion was made by Welch, seconded by Preister, to approve and authorize the Mayor to sign Change Order #1 with Earnest Construction Group for the 2023 Concrete Projects, in an amount not to exceed \$25,000.00. 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.

MINUTE RECORD

Bellevue City Council Meeting, November 7, 2023, Page 6

Approve the Acquisitions, Permanent and Temporary Easements for the 36th Street Improvement Project, in an amount not to exceed \$2,510.00. (Public Works Director)

Motion was made by Welch, seconded by Cook, to approve the Acquisitions, Permanent and Temporary Easements for the 36th Street Improvement Project, in an amount not to exceed \$2,510.00.

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 amended Redevelopment Agreement and Redevelopment Promissory Note, allowing up to \$4,028,917 plus accrued interest, to offset TIF eligible expenses, for Elevate Lofts LLC, College Apartments Addition Redevelopment Project located on Lot 1, College Apartments Addition as of November 7, 2023 and to rescind all prior Redevelopment Agreements and Redevelopment Promissory Notes approved for said property. (City Clerk)

Motion was made by Cook, seconded by McCaw, to approve and authorize the Mayor to sign the amended Redevelopment Agreement and Redevelopment Promissory Note, allowing up to \$4,028,917 plus accrued interest, to offset TIF eligible expenses, for Elevate Lofts LLC, College Apartments Addition Redevelopment Project located on Lot 1, College Apartments Addition as of November 7, 2023 and to rescind all prior Redevelopment Agreements and Redevelopment Promissory Notes approved for said property.

Councilman Casey stated he was hoping that the applicant, Mr. Panebianco, was present to answer some questions. He advised he has questions regarding the three LLC's Mr. Panebianco has operated under since last October since the start of this project. He mentioned he researched the Secretary of State website which indicates Elevate Lofts LLC failed to submit the biennial report due in February 2023. On June 21, 2023 the Secretary of State shows Elevate Lofts was dissolved for not submitting the biennial report. Councilman Casey stated he spoke with the Secretary of State's business office to confirm the information on the website. They confirmed the information was factual. Councilman Casey mentioned Mr. Panebianco came before the City Council to request a rezoning. Now the Redevelopment Agreement and Redevelopment Promissory Note are before the City Council. These were all applied for under an LLC that has been dissolved. The applicant cannot legally do business in the State of Nebraska. Councilman Casey requested he would like to postpone this item to December 5, 2023.

Motion was made by Casey, seconded by Welch, to amend the motion by postponing this item until December 5, 2023.

Councilwoman Welch requested clarification if the city can do business with an LLC that is dissolved.

Ms. Aimee Bataillon, City Attorney, mentioned she would need to determine if an application has been made. In cases where there has been an administrative dissolution it's a matter of a form of filing request to do that. If the applicant hasn't done so, there would be a question on the validity of the agreement. Discussion followed.

Councilman McCaw requested clarification on the date the LLC expired. Councilman Casey replied June 21, 2023 is when it dissolved.

Conversation ensued.

Councilman Burns stated he intends to vote no on the item. He has had conversations with neighbors the applicant hasn't been the best to work with.

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

Roll call vote on original motion as amended to postpone to December 5, 2023 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 (October report is attached).

Councilman Preister initiated conversation on the MCC Marine Unit. Discussion followed.

Councilman Burns initiated conversation of Platteview Road future development. Discussion followed.

Councilman Burns initiated conversation on a future Interlocal Agreement with the Bellevue Bridge Commission. Discussion followed.

CLOSED SESSION:

MINUTE RECORD

Bellevue City Council Meeting, November 7, 2023, Page 7

ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Casey, seconded by Cook, the meeting was adjourned at 7:34 p.m. Roll call vote to approve the motion was as follows: Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Casey and Welch. Motion carried.

Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on November 7, 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.
11/21/2023

CLAIMS FOR NOVEMBER 21, 2023

PAGE 1

MAYOR

AT&T MOBILITY	2023/9/22-10/21 MONTHLY SERVICE	46.37
CENTURY LINK	2023/10/22-11/21 MONTHLY SERVICE	13.01
METROPOLITAN AREA PLANNING AGENCY	PC-MAPA COUNCIL CONFERENCE	35.00
		<u>94.38</u>
		\$ 94.38

CITY ADMINISTRATOR

AMAZON.COM, LLC	PC-DRY ERASE MARKER SET, WHITE BOARD	13.37
AT&T MOBILITY	2023/9/22-10/21 MONTHLY SERVICE	92.74
BLACK HILLS ENERGY	2023/10/02-10/31 MONTHLY SERVICE	197.85
CENTURY LINK	2023/10/22-11/21 MONTHLY SERVICE	25.17
JEREMY JOHNSON PHOTOGRAPHERS	PC-BUSINESS PHOTO	85.00
METROPOLITAN UTILITIES DIST	2023/10/05-11/03 MONTHLY SERVICE	25.99
NEDA - MEMBERSHIP SERVICES	MEMBERSHIP DUES-RISTOW, JOHNSON	300.00
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-OCT 2023	60.48
SPARTAN NASH STORES, LLC	PC-WATER FOR OFFICE	109.38
THE HOME DEPOT PRO	COFFEE CUPS	167.21
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - OCT 2023	150.82
		<u>1,228.01</u>
		\$ 1,228.01

LEGAL

AT&T MOBILITY	2023/9/22-10/21 MONTHLY SERVICE	92.74
BLACK HILLS ENERGY	2023/10/02-10/31 MONTHLY SERVICE	34.91
CENTURY LINK	2023/10/22-11/21 MONTHLY SERVICE	25.60
DROP BOX	PC-CASE MANAGEMENT-STORAGE	19.99
METROPOLITAN UTILITIES DIST	2023/10/05-11/03 MONTHLY SERVICE	4.59
NEBRASKA.GOV	PC-CASE MANAGEMENT-FILING	25.00
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-OCT 2023	60.48
SARPY COUNTY COURT	CLAIM LIST CR 22 3683	17.00
UNITED STATES POSTAL SERVICE	PC-MAILING CHARGE	9.22
		<u>289.53</u>
		\$ 289.53

CABLE ADVISORY

AT&T MOBILITY	2023/9/22-10/21 MONTHLY SERVICE	46.37
BLACK HILLS ENERGY	2023/10/02-10/31 MONTHLY SERVICE	174.57
CENTURY LINK	2023/10/22-11/21 MONTHLY SERVICE	8.67
COX BUSINESS SERVICES	2023/10/19-11/18 MONTHLY SERVICE	9.04
METROPOLITAN UTILITIES DIST	2023/10/05-11/03 MONTHLY SERVICE	22.93
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-OCT 2023	60.48
		<u>322.06</u>
		\$ 322.06

CITY CLERK

BLACK HILLS ENERGY	2023/10/02-10/31 MONTHLY SERVICE	302.59
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	92.31
CENTURY LINK	2023/10/22-11/21 MONTHLY SERVICE	13.01
METROPOLITAN UTILITIES DIST	2023/10/05-11/03 MONTHLY SERVICE	39.75
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-OCT 2023	60.48
		<u>508.14</u>
		\$ 508.14

FINANCE/RISK MANAGEMENT

AMAZON.COM, LLC	PC-DESK ORGANIZER, OFFICE SUPPLIES, SCALE	529.78
AT&T MOBILITY	2023/9/22-10/21 MONTHLY SERVICE	92.74
BLACK HILLS ENERGY	2023/10/02-10/31 MONTHLY SERVICE	256.04
CENTURY LINK	2023/10/22-11/21 MONTHLY SERVICE	63.04
HANEY SHOE STORE	SAFETY SHOES (12 EMP)	2,016.90
INFOSAFE SHREDDING	SHREDDING SERVICE	90.00
METROPOLITAN UTILITIES DIST	2023/10/05-11/03 MONTHLY SERVICE	33.63
QUADIENT FINANCE USA, INC	ACCT 8000 6541 POSTAGE REFILL	2,000.00
QUADIENT FINANCE USA, INC	ACCT 8000 6557 SUPPLIES PURCHASED	173.85
RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY SHOES (15 EMP)	2,830.44
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-OCT 2023	211.68
		<u>8,298.10</u>
		\$ 8,298.10

MINUTE RECORD

CLAIMS FOR NOVEMBER 21, 2023

PAGE 2

LIBRARY

AMAZON.COM, LLC	PC-BOOKS, VIDEOS, OFFICE SUPPLIES, PROGRAM SUPPLIES	1,039.41
BELLEVUE PRINTING COMPANY	ENVELOPES	132.82
BLACK HILLS ENERGY	2023/10/02-10/31 MONTHLY SERVICE	138.83
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	761.80
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	25.32
CENTURY LINK	2023/10/22-11/21 MONTHLY SERVICE	43.37
DEMCO	SUPPLIES	1,270.56
INDOFF, INC	COPY PAPER	174.93
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
INGRAM LIBRARY SERVICES	BOOKS	3,585.77
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	9.79
METROPOLITAN UTILITIES DIST	2023/10/04-11/01 MONTHLY SERVICE	123.94
OMAHA PUBLIC POWER DISTRICT	2023/09/12-10/11 MONTHLY SERVICE	1,695.24
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-OCT 2023	241.92
RUFF WATERS	AQUARIUM MANAGEMENT	75.00
SCOTT WELCH	MONTHLY WEB HOSTING-NOV 2023	125.00
THRYV	RENEW SUBSCRIPTION 2023/10/01-2025/03/31	810.00
VERIZON WIRELESS	2023/10/17-11/16 MONTHLY SERVICE	400.10
		\$ 10,683.80

ADMINISTRATIVE SERVICES

AMAZON.COM, LLC	PC-PRINTER SUPPLIES	120.98
AT&T MOBILITY	2023/9/22-10/21 MONTHLY SERVICE	139.11
BLACK HILLS ENERGY	2023/10/02-10/31 MONTHLY SERVICE	197.85
CENTURY LINK	2023/10/22-11/21 MONTHLY SERVICE	60.61
HUMAN RESOURCE ASSOC OF THE	PC-REGISTRATION	40.00
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
METROPOLITAN UTILITIES DIST	2023/10/05-11/03 MONTHLY SERVICE	25.99
OMAHA PUBLIC POWER DISTRICT	2023/9/20-10/20 MONTHLY SERVICE	135.21
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-OCT 2023	241.92
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - OCT 2023	3,282.88
		\$ 4,274.55

CODE ENFORCEMENT

AMAZON.COM, LLC	PC-CALENDARS	36.68
AT&T MOBILITY	2023/9/22-10/21 MONTHLY SERVICE	432.05
BLACK HILLS ENERGY	2023/10/02-10/31 MONTHLY SERVICE	10.30
CENTURY LINK	2023/10/22-11/21 MONTHLY SERVICE	25.49
GREAT PLAINS UNIFORMS	UNIFORM-T WOLD	249.50
METROPOLITAN UTILITIES DIST	2023/10/04-11/03 MONTHLY SERVICE	7.63
PAPILLION SANITATION	CODE DUMPSTER-2023/10/03	548.92
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-OCT 2023	211.68
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - OCT 2023	1,227.05
		\$ 2,749.30

PUBLIC WORKS

ALFRED BENESCH & COMPANY	BPW-220814 FIBER OPTIC INSTALL 2023/09/25-	17,300.06
ALFRED BENESCH & COMPANY	BPW-210414 MS4 REPORTS 2023/09/18-2023/10/22	6,255.22
AMAZON.COM, LLC	PC-CALENDARS, KEYBOARD, MOUSE	71.85
AT&T MOBILITY	2023/9/22-10/21 MONTHLY SERVICE	345.64
BLACK HILLS ENERGY	2023/10/02-10/31 MONTHLY SERVICE	17.29
CENTURY LINK	2023/10/22-11/21 MONTHLY SERVICE	52.04
CITY OF BELLEVUE	SARPY COUNTY DMV - VEHICLE REGISTRATIONS (2)	30.00
HI-VIZ SAFETY WEAR, LLC	PC-HI-VIZ T-SHIRTS	8,075.55
JEO CONSULTING GROUP, INC	BPW-230510 ASSISTANCE W/PCSMP THRU 2023/10/20	4,357.50
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	144.19
METROPOLITAN UTILITIES DIST	2023/10/04-11/03 MONTHLY SERVICE	12.81
METROPOLITAN UTILITIES DIST	WP1871 HYDA HILLS	368,495.10

MINUTE RECORD

CLAIMS FOR NOVEMBER 21, 2023

PAGE 3

PUBLIC WORKS (cont'd)

MIDWEST PETROLEUM EQUIPMENT	FUEL PUMP REPAIR	480.75
NEBRASKA FLOODPLAIN & STORMWATER	PC-MEMBERSHIP DUES-J KRAGER	200.00
NEBRASKA IOWA SUPPLY COMPANY, INC	DIESEL FUEL FOR CITY TANKS	7,040.58
NEBRASKA WATER ENVIRONMENT	PC-APWA CONFERENCE-GOEDEKEN, KRAGER	230.00
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-OCT 2023	181.44
SAFETY SMART GEAR	PC-HI-VIZ T-SHIRTS	292.18
STOUT MEN'S SHOP	PC-HI-VIZ T-SWEATSHIRTS	1,374.20
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - OCT 2023	205.55
		\$ 415,161.95

PARKS

ALEXANDER LAWN & LANDSCAPE, INC	MOWING 2023/10/24-10/31	2,132.80
AMAZON.COM, LLC	PC-BROOM HANDLES, DOG WASTE BAGS	215.24
A-RELIEF SERVICES	PORTABLE RESTROOMS	398.00
AT&T MOBILITY	2023/9/22-10/21 MONTHLY SERVICE	86.41
BLACK HILLS ENERGY	2023/10/02-10/31 MONTHLY SERVICE	92.70
CENTURY LINK	2023/10/22-11/21 MONTHLY SERVICE	39.03
HDR ENGINEERING, INC	BPW-211123 WASTEWATER COLLECTION 2023/07/30-2023/11/04	4,261.77
HOTSY EQUIPMENT CO	PRESSURE WASHER PARTS	551.64
J & J SMALL ENGINE SERVICE	PC-BLADES	413.16
LOGAN CONTRACTORS SUPPLY	PC-TOOLS	883.58
MENARDS	PC-CONCRETE MIX, METAL GRINDING, LUMBER, PAINT	385.09
METROPOLITAN UTILITIES DIST	2023/10/04-11/01 MONTHLY SERVICE	1,651.07
OMAHA PUBLIC POWER DISTRICT	2023/08/30-09/29 MONTHLY SERVICE	3,583.44
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-OCT 2023	302.40
SITEONE LANDSCAPE SUPPLY	PC-VARIABLE PRESSURE WASHER	439.01
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - OCT 2023	6,645.05
WESTLAKE ACE HARDWARE	PC-BATTERY PACKS, SUPPLIES, BALL MOUNT	557.87
		\$ 22,638.26

RECREATION

AT&T MOBILITY	2023/9/22-10/21 MONTHLY SERVICE	92.74
CENTURY LINK	2023/10/22-11/21 MONTHLY SERVICE	54.79
DICK'S CLOTHING AND SPORTING GOODS	PC-BASEBALL EQUIPMENT	2,015.28
METROPOLITAN UTILITIES DIST	2023/10/04-11/01 MONTHLY SERVICE	236.99
MIDWEST IMPRESSIONS	SINGLETTS WITH LOGO	1,201.74
NEBRASKA ONE CHART PATIENT	PC-PREVENTIVE CARE SERVICES	345.85
OMAHA PUBLIC POWER DISTRICT	2023/09/20-10/20 MONTHLY SERVICE	277.15
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-OCT 2023	60.48
TIDAL WAVE AUTO WASH	PC-VEHICLE WASH	22.47
TOMMY'S EXPRESS - PAPHILLION	PC-VEHICLE WASH	24.99
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - OCT 2023	929.88
		\$ 5,262.36

FACILITY MAINTENANCE

AE SUPPLY	PC-EXHAUST HOOD MOTOR, BEARINGS	160.00
AMAZON.COM, LLC	PC-AEROSOL MISTER REFILL, ICE MAKER	191.37
AT&T MOBILITY	2023/9/22-10/21 MONTHLY SERVICE	139.11
BIG RED LOCKSMITHS	PC-KEYS-GOLDENROD	18.75
BIG RED LOCKSMITHS	UNLOCK DESKS-LEGAL OFFICE	100.00
BLACK HILLS ENERGY	2023/10/02-10/31 MONTHLY SERVICE	699.48
CARPENTER PAPER CO	JANITORIAL SUPPLIES	163.56
PLAIN	2023/10/22-11/21 MONTHLY SERVICE	4.34
ECHO GROUP, INC	PC-FLUORESCENT LAMP-DIST 3	197.72
FERGUSON ENTERPRISES INC #1657	PC-PLUMBING SUPPLIES-LOOKINGGLASS SPLASHPAD	101.99
FIRE PROTECTION SERVICES, LLC	ANNUAL FIRE SPRINKLER INSPECTIONS	832.00
GEARHART CONSTRUCTION & PLUMBING	RESTROOM WATER SVC REPAIR-WASHINGTON PARK	7,160.89

MINUTE RECORD

CLAIMS FOR NOVEMBER 21, 2023

PAGE 4

FACILITY MAINTENANCE (cont'd)

IDEAL PURE WATER COMPANY	BOTTLED WATER	30.00
JACKSON SERVICES, INC	DOOR MAT SERVICE-LIBRARY	97.93
KEN BROOKE ROOFING, INC	INSTALL NEW ROOF-FIRE TRNG SITE	4,700.00
KEN BROOKE ROOFING, INC	REPLACE GUTTER -REED CENTER	1,080.00
MENARDS	PC-CLEANING SUPPLIES, PAINT, LIGHTS, HAND VACUUM, THERMOSTAT, ELECTRICAL SUPPLIES	685.98
METROPOLITAN UTILITIES DIST	2023/10/04-11/01 MONTHLY SERVICE	200.34
MIDWEST PLASTIC INC	PC-ACRYLIC SHEETS-BANK	250.00
MMC MECHANICAL CONTRACTORS, INC	DIAGNOSE VALENT UNITS	2,206.00
MMC MECHANICAL CONTRACTORS, INC	FALL INSPECTION-1510 WALL ST	6,918.95
OMAHA PNEUMATIC EQUIPMENT CO	TSUNAMI PKG 6-DIST 1	1,047.38
OMAHA PUBLIC POWER DISTRICT	2023/09/12-10/11 MONTHLY SERVICE	1,486.34
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-OCT 2023	302.40
ROCHESTER MIDLAND CORPORATION	WATER ENERGY TEAM FIXED BILLING-NOV 2023	333.84
THE HOME DEPOT PRO	JANITORIAL SUPPLIES	1,287.22
TK ELEVATOR CORPORATION	ELEVATOR MAINTENANCE	529.98
TRICO MECHANICAL SERVICES	HEAT SERVICE-LIBRARY, SR CENTER	367.74
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - OCT 2023	765.25
WESTLAKE ACE HARDWARE	PC-LIGHTS, TAPE, SUPPLIES	23.14
		\$ 32,081.70

CEMETERY

AT&T MOBILITY	2023/9/22-10/21 MONTHLY SERVICE	46.37
BLACK HILLS ENERGY	2023/10/02-10/31 MONTHLY SERVICE	123.61
CENTURY LINK	2023/10/22-11/21 MONTHLY SERVICE	4.34
MENARDS	PC-SHOVEL, TOP SOIL, TOTE	51.52
METROPOLITAN UTILITIES DIST	2023/10/04-11/01 MONTHLY SERVICE	92.83
OMAHA PUBLIC POWER DISTRICT	2023/09/20-10/20 MONTHLY SERVICE	162.36
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-OCT 2023	90.72
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - OCT 2023	735.14
WESTLAKE ACE HARDWARE	PC-FASTENERS, KEYS	79.13
		\$ 1,386.02

STREETS

ALFRED BENESCH & COMPANY	BPW-230102 CONCRETE PROJECTS 2023/09/18-	27,060.20
ALFRED BENESCH & COMPANY	BPW-230104 2024 OVERLAY PROJECTS 2023/09/18-2023/10/22	31,050.25
ALL PURPOSE CONSTRUCTION	BPW-230105 ODERANT BLDG REMODEL THRU	20,430.90
AMAZON.COM, LLC	PC-OUTDOOR TRASH RECEPTACLES, SALVAGE DRUM	775.11
AT&T MOBILITY	2023/9/22-10/21 MONTHLY SERVICE	231.85
AVERY RENTS	PROPANE	49.47
BLACK HILLS ENERGY	2023/10/02-10/31 MONTHLY SERVICE	259.25
BURRELL ENTERPRISES, LLC	EMERGENCY STORM SEWER REPAIR-32ND & CHANDLER	56,640.00
CENTURY LINK	2023/10/22-11/21 MONTHLY SERVICE	39.03
CITY OF BELLEVUE	SARPY CNTY CLERK/REG OF DEEDS - FILING FEE 36TH ST PROJECT	16.00
CONCRETE SUPPLY, INC	CONCRETE	2,259.75
DREF'S TREE SERVICE	CUT TREES, HAUL AWAY	1,500.00
HOSE & HANDLING, INC	PC-HOSE REPAIR KIT	17.97
KERSTEN PRECAST CONCRETE LLC	RISERS	1,722.00
LAURA C ATWOOD	EASEMENT PAYMENT-36TH ST	17,500.00
LOGAN CONTRACTORS SUPPLY	PC-MARKING PAINT AND FLAGS	521.60
MARTIN ASPHALT	OIL	804.00
MD SOLUTIONS, INC	BLANK SIGNS-EXTRUDED	8,535.00
MENARDS	PC-PAINT LINES FOR LOCATES	35.98
METROPOLITAN UTILITIES DIST	2023/10/04-11/01 MONTHLY SERVICE	548.84
MID-AMERICAN SIGNAL	CHANNEL CARDS, MATRIX SENSOR, CABLE	29,254.00
MIDWEST FENCE COMPANY	MOBILIZATION, REMOVE GUARDRAIL, TRAFFIC CONTROL	13,625.00
MIDWEST RIGHT OF WAY SERVICES, INC	BPW-191118 36TH IMP 2023/07/22-2023/10/13	16,575.44

MINUTE RECORD

CLAIMS FOR NOVEMBER 21, 2023

PAGE 5

STREETS (cont'd)

MOBOTREX	PC-WALK PUSH BUTTONS	1,840.00
OLSSON ASSOCIATES	BPW-220712 36TH & BLINE ADA THRU 2023/10/07	4,112.62
OMAHA PUBLIC POWER DISTRICT	2023/10/26 MONTHLY SERVICE, STREET SERVICE	99,387.17
OMNI ENGINEERING	ASPHALT	2,823.40
PHYLLIS A ZEITNER	EASEMENT PAYMENT 36TH ST- TRACT #C11	2,510.00
PRECISE MRM LLC	FLAT DATA PLAN	1,825.00
READY MIXED CONCRETE COMPANY	CONCRETE	6,222.71
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-OCT 2023	511.68
SMITH FERTILIZER & GRAIN CO, INC	GEOMELT BEET 55	7,520.84
STAN HOUSTON EQUIPMENT COMPANY, INC	PLATE PACKER ENGINE	2,095.00
THOMAS W GILBERT	REIMB CDL AND MILEAGE	223.57
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - OCT 2023	5,187.97
WESTLAKE ACE HARDWARE	PC-MARKERS,ELEC TAPE	12.18
		\$ 363,723.78

FLEET MAINTENANCE

911 CUSTOM, LLC	SURFACE MOUNT FLANGE	28.32
AGRIVISION EQIPMENT GROUP	AC PARTS ,BALL JOINT ,WIPER BLADES POWER STEER SEAL KIT, TIE ROD END, HYDRAULIC CYLINDER	2,231.27
AMAZON.COM, LLC	PC-BATTERY AND TESTER, DOME LIGHTS, FILTERS, STRUT LIFT SUPPORT, LABELS	1,086.45
AMERICAN FENCE STORE	PC-GALVANIZED TUBING	118.00
ASPEN EQUIPMENT	PC-LINEAR LEVER	397.33
AT&T MOBILITY	2023/9/22-10/21 MONTHLY SERVICE	46.37
AUTO VALUE PARTS - SOUTH OMAHA	GENERAL PURPOSE CLEANER, URETHANE, FILTERS	86.33
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS, BLACKJACK, SILICONE	2,178.64
AVERY RENTS	PC-PROPANE	28.71
BAUER BUILT TIRE & SERVICE	DRIVE TIRES FOR ST22	2,360.00
BAUER BUILT TIRE & SERVICE	PC-ALIGNMENT	89.95
BAUER BUILT TIRE & SERVICE	PC-TIRES	2,426.36
BAUER BUILT TIRE & SERVICE	PC-WHEEL BALANCE	45.50
BAXTER FORD	PC-BRAKE PADS, ROTOR ASSY, SHIELD, INSULATORS, DEFLECTOR, MOLDING, SEPARATOR, OTHER PARTS	4,582.28
BAXTER FORD OF PAPIILLION	PC-INSULATOR	89.24
BLACK HILLS ENERGY	2023/10/02-10/31 MONTHLY SERVICE	289.27
CENTURY LINK	2023/10/22-11/21 MONTHLY SERVICE	30.36
CORNHUSKER INTERNATIONAL TRUCKS	PC-ACCUMULATOR, INJECTOR TUBES, PARTS, ADAPTERS, HOSES, HORN, GAUGE, DUST SHIELDS, OTHER PARTS	6,541.63
CUMMINS SALES AND SERVICE	PC-CRANKCASE BREATHER, ACTUATOR, ADAPTER	2,736.87
DANIELSON / TECH SUPPLY	PC-ROTARY ADAPTER KIT	440.00
DULTMEIER SALES LLC	POLYPRO NIPPLES	10.20
EDWARDS CHRYSLER DODGE JEEP RAM	PC-LOWER ARM, RADIATOR HOSE, THERMOSTAT	433.94
EQUIPMENT TECHNOLOGY, LLC	PC-CAPSCREWS, WASHERS, BOLTS	186.65
FARM PLAN	FILTER, FUEL PUMP	17.55
GRAHAM TIRE COMPANY	PC-TIRES	758.32
GRAHAM TIRE COMPANY	PC-FRONT/REAR TIRES FOR UTIL 3	3,879.44
GRAINGER	PARTITION, LUBE	247.04
HOLZHAUER MOTOR LTD GM	PC-BELT KIT	258.51
INTERSTATE BATTERIES	PC-BATTERIES	2,029.34
J & J SMALL ENGINE SERVICE	PC-BRACKET TUNNEL HANGERS	213.00
JIM HAWK TRUCK TRAILERS	PC-CARTRIDGES, BRAKE CHAMBER, FIRE EXTINGUISHERS	889.35
KRIHA FLUID POWER CO	PC-CREDIT-SEAL LOK, FITTINGS, SWIVEL ORBS	828.58
LOGAN CONTRACTORS SUPPLY	FUEL INJECTORS FOR ST333	1,180.54
LOGAN CONTRACTORS SUPPLY	PC-HAND WINCH ASSEMBLY	682.50
LOGAN CONTRACTORS SUPPLY	PC-TURN BUCKLE	355.83
MACQUEEN EQUIPMENT, LLC	PC-DOOR GLASS AND SEAL FOR ST359	1,318.96
MACQUEEN EQUIPMENT, LLC	PC-FUEL TAND AND HARDWARE FOR ST252	1,752.86
MACQUEEN EQUIPMENT, LLC	PC-COMPENSATOR VALVES, SOLENOID	834.22
MACQUEEN EQUIPMENT, LLC	PC-FUEL TANK SENDER	92.78

MINUTE RECORD

CLAIMS FOR NOVEMBER 21, 2023

PAGE 6

FLEET MAINTENANCE (cont'd)

MATHESON TRI-GAS INC	PC-WELDING GLOVES	224.30
MATHESON TRI-GAS INC	WELDING SUPPLIES	239.71
MENARDS	PC-BATTERIES, FUNNELS, BATTERIES, SUPPLIES	292.65
METROPOLITAN UTILITIES DIST	2023/10/05-11/03 MONTHLY SERVICE	126.33
MIDLANDS AUTO REPAIR	PC-ALIGNMENT	240.00
MOPAR PARTS ON SALE	PC-STEERING COUPLING	310.24
NAPA AUTO PARTS	PRIMARY WIRE, FILTERS, FOG LAMPS, BRAKE PARTS, SWAY BAR FRAME, FITTINGS	2,296.25
NEBRASKA IOWA INDUSTRIAL FASTENERS, OMAHA PUBLIC POWER DISTRICT	BRUTE DRILL BITS, NUTS, TERMINALS, CONNECTORS, PINS, 2023/09/21-10/23 MONTHLY SERVICE	1,487.57 889.64
P&M HARDWARE	PC-BLADES, GAS CAP	136.53
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-OCT 2023	483.84
ROCKMOUNT RESEARCH AND ALLOYS, INC	PC-INSERT	302.74
STATE STEEL	PC-STAINLESS SHEETS	869.37
STATE STEEL	PC-STEEL GRATING AND TUBING FOR SW SHOP	1,354.49
TOOL SHED OF OMAHA	PC-ABRASIVE	222.80
TRUCK CENTER COMPANIES-OMAHA	PC-BELT AND RIB, DRUM BRAKE KIT, CONNECTORS, ALTERNATOR, RELAY	1,566.50
TURFWERKS	PC-VALVE	66.15
TY'S OUTDOOR POWER & SERVICE	PC-REAR FRAMES, POWER RELAY	429.44
TY'S OUTDOOR POWER & SERVICE	OIL	228.96
UPS STORE	PC-MAILING CHARGE	120.08
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - OCT 2023	759.42
WALKERS UNIFORM RENTAL	FENDER COVERS, UNIFORM CLEANING SERVICE	477.42
ZORO TOOLS INC	PC-ADJUSTABLE HAND REAMER	815.98
		\$ 55,742.90

SOLID WASTE

PAPILLION SANITATION	GLASS RECYCLING-2023/10/03	366.67
PAPILLION SANITATION	TRASH HAULING FEES-OCT 2023	346,563.68
		\$ 346,930.35

PLANNING

	2023/9/22-10/21 MONTHLY SERVICE	46.37
BLACK HILLS ENERGY	2023/10/02-10/31 MONTHLY SERVICE	15.64
CENTURY LINK	2023/10/22-11/21 MONTHLY SERVICE	13.01
METROPOLITAN UTILITIES DIST	2023/10/04-11/03 MONTHLY SERVICE	11.59
OLSSON ASSOCIATES	COMPREHENSIVE PLAN FOR TRANSPORTATION	1,787.90
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-OCT 2023	90.72
SUBURBAN NEWSPAPERS	LEGAL AD	136.67
		\$ 2,101.90

PERMITS & INSPECTIONS

AT&T MOBILITY	2023/9/22-10/21 MONTHLY SERVICE	278.22
BLACK HILLS ENERGY	2023/10/02-10/31 MONTHLY SERVICE	20.90
CARHARTT, INC	PC-CREDIT FOR TAX-SHELDON	(18.90)
CENTURY LINK	2023/10/22-11/21 MONTHLY SERVICE	21.68
INTERNATIONAL ASSOCIATION OF PLUMBING AND MECHANICAL OFFICERS	PC-MEMBERSHIP DUES-M CHRISTENSEN	325.00
INTERNATIONAL ASSOCIATION OF METROPOLITAN UTILITIES DIST	PC-MEMBERSHIP DUES-C MCBREEN	120.00
NATIONAL FIRE PROTECTION ASSOCIATION	2023/10/04-11/03 MONTHLY SERVICE	15.48
NEBRASKA FURNITURE MART	PC-MEMBERSHIP DUES-M CHRISTENSEN	175.00
RELIANCE STANDARD LIFE INSURANCE	PC-TV	1,062.49
US BANK VOYAGER FLEET SYSTEMS	DENTAL INSURANCE-OCT 2023	211.68
WALMART COMMUNITY	FUEL FOR CITY VEHICLES - OCT 2023	1,353.59
	PC-SUPPLIES	53.37
		\$ 3,618.51

MINUTE RECORD

CLAIMS FOR NOVEMBER 21, 2023

PAGE 7

POLICE

AMAZON WEB SERVICES, INC	AWS SERVICES 2023/09/01-10/31	909.22
AMAZON.COM, LLC	PC-AIR TAGS, CABLES, OFFICE SUPPLIES, PRINTER AND SUPPLIES, TRANSMITER, WRECKING CROW BAR	2,897.17
A-RELIEF SERVICES	PORTABLE RESTROOM-GUN RANGE	136.00
AT&T MOBILITY	2023/08-22-09/21 MONTHLY SERVICE	7,740.89
AVERY L LOSCHEN	RENT FOR K9 BUILDING-DEC 2023	1,300.00
AXON ENTERPRISE, INC	PC-TRAINING-MARRS, MEYERS	990.00
AXON ENTERPRISE, INC	TASER CARTRIDGES	1,666.00
BENEFIT PLANS	POLICE PENSION PLAN- NOV 2023 MD, JG, MG	8,817.56
BLACK HILLS ENERGY	2023/10/02-10/31 MONTHLY SERVICE	370.40
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	310.94
CENTURY LINK	2023/10/22-11/21 MONTHLY SERVICE	371.59
CHAD W REED	REIMB PER DIEM FOR TRAINING	97.30
CITY OF BELLEVUE	ARACELI VAZQUEZ - UNIFORM SHOES	54.57
CITY OF BELLEVUE	BUY MONEY - UNDERSOVER FUNDS	3,000.00
CITY OF BELLEVUE	JOHN MCDANIEL - UNIFORM- PINK BACK PANEL	50.00
CITY OF BELLEVUE	SAMANTHA SPACHER - UNIFORM SHOES	63.30
CITY OF BELLEVUE	SARPY COUNTY DMV - VEHICLE REGISTRATIONS (6)	90.00
CITY OF LAVISTA	FY 24 SDLEA YEARLY FEE	32,500.00
CLYDE ARMORY	RIFLES, SLINGS, LIGHTS	29,330.00
COX BUSINESS SERVICES	2023/11/02-12/01 MONTHLY SERVICE	285.00
DANIEL GERMAN	REIMB PER DIEM FOR TRAINING	74.70
DILLON BROTHERS H-D BUELL	REPLACE PRIMARY COVER	376.71
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	350.00
DYLAN CASS	REIMB PER DIEM FOR TRAINING	92.08
FBI LEEDA	PC-TRAINING-BETSWORTH	795.00
FEDERAL EXPRESS CORPORATION	SHIPPING CHARGE	94.56
GRAPHIC DESIGNS INTERNATIONAL, LLC	REPLACE GRAPHICS-UNIT 619	313.95
GREAT PLAINS UNIFORMS	NAME PLATES, UNIFORMS, BALLISTIC VESTS	3,490.41
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	120.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	248.99
KATOM RESTAURANT SUPPLY, INC	BEVERAGE REFRIGERATOR	2,144.00
KEN CLARY	REIMB PER DIEM FOR TRAINING	485.09
KISHAN MANNING	REIMB PER DIEM FOR TRAINING	206.50
KSB SCHOOL LAW, PC LLO	SRO TRAINING	400.00
LA QUINTA INNS	PC-LODGING FOR TRAINING-FRANKS, LARRS	209.90
LEDA	PC-TRAINING-ABBOTT, COX, RIDLEY	897.00
LINDSEY BETSWORTH	REIMB PER DIEM FOR TRAINING	324.50
LONG BEACH MARRIOTT	PC-LODGING FOR TRAINING-REED	641.26
LP POLICE	MONTHLY LOCATE-OCT 2023	259.90
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	316.12
MENARDS	SUPPLIES FOR RANGE	24.06
METROPOLITAN UTILITIES DIST	2023/10/04-11/03 MONTHLY SERVICE	274.31
MICHAEL TREINEN	REIMB PER DIEM FOR TRAINING	324.50
MIDWEST LININGS	INTERIOR PREP-SWAT VAN, WINDOW TINTING	1,999.00
MIKE PETTIT	REIMB PER DIEM FOR TRAINING	121.14
MOTOROLA SOLUTIONS, INC	NEW SERVER AND STORAGE SOLUTIONS, BATTERY	47,870.00
MOTOROLA SOLUTIONS, INC	DEVICE LICENSE & SUPPORT 2023/02/09-2024/02/08	20,280.00
MYZONE, INC	PC-WELLNESS PROGRAM	75.00
NATIONAL ASSOCIATION OF SCHOOL RESOURCES OFFICERS	PC-MEMBERHIP DUES-BANKS	40.00
NEBRASKA DEPARTMENT OF MOTOR VEHICLES	NEB UC PLATES (20)	188.60
NEBRASKA FURNITURE MART	PRESENTATION UPGRADE-CLASSROOM	11,460.42
NICHOLAS GREINER	REIMB PER DIEM FOR TRAINING	71.27
NMS LABS	DRUG TESTING	1,545.00
NSA/POAN CONFERENCE	PC-REGISTRATION FOR CONFERENCE-STROEHER	40.00
OMAHA PUBLIC POWER DISTRICT	2023/09/12-10/11 MONTHLY SERVICE	36.73
POLICE EXECUTIVE RESEARCH FORUM	PC-REGISTRATION FOR CONFERENCE-REED	550.00
POLICE EXECUTIVE RESEARCH FORUM	SR MANAGEMENT INSTITUTE TRAINING-REED	10,600.00

MINUTE RECORD

CLAIMS FOR NOVEMBER 21, 2023

PAGE 8

POLICE (cont'd)

PORTABLE STORAGE OF NEBRASKA, LLC	PC-CONTAINER RENTAL FOR EVIDENCE	164.00
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-OCT 2023	3,992.88
SIMPLIFASTER LLC	VERTICAL JUMP TESTING MATS	2,704.10
SMARTSIGN	PC-ASSET TAGS	950.12
STREET COP TRAINING	PC-TRAINING-MEADOWS	450.00
TRED-MARK COMMUNICATIONS	INSTALL DATA LINES-PD CONFERENCE ROOM	975.00
TRI-TECH FORENSICS, INC	MEDICAL SUPPLIES	2,113.80
U.S. CELLULAR	2023/10/04-11/03 MONTHLY SERVICE	177.52
UNIVERSITY OF NEBRASKA MEDICAL	TOXICOLOGY TESTING	765.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - OCT 2023	11,711.65
VERIZON WIRELESS	2023/09/24-10/23 MONTHLY SERVICE	920.23
WALMART COMMUNITY	PC-TV FOR MOTOR SCHOOL	248.00
		\$ 223,492.94

FIRE & RESCUE

AMAZON.COM, LLC	PC-CORDLESS BLOWER, DRUM FAN, DETECTOR SENSOR, OFFICE SUPPLIES, RESPIRATOR CARTRIDGES	2,142.07
AT&T MOBILITY	2023/9/22-10/21 MONTHLY SERVICE	1,921.82
BLACK HILLS ENERGY	2023/10/02-10/31 MONTHLY SERVICE	274.45
CENTURY LINK	2023/10/22-11/21 MONTHLY SERVICE	110.53
EC DATA SYSTEMS, INC	PC-SHARE OF FAX SERVER	7.95
GLOBAL INDUSTRIAL EQUIPMENT	WATER FOUNTAIN, FILTERS	1,515.90
ID ENHACEMENTS, INC	PC-FOBS	388.89
INTERSTATE POWER SYSTEMS, INC	TANK REPAIR-DIST 3	2,753.99
KFT FIRE TRAINER, LLC	SMOKE FLUID	1,787.93
MARGARET CZERWINSKI	REIMB FOR SERVICE	88.01
METROPOLITAN UTILITIES DIST	2023/10/04-11/01 MONTHLY SERVICE	2,602.67
OMAHA PUBLIC POWER DISTRICT	2023/08/30-09/29 MONTHLY SERVICE	6,779.86
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-OCT 2023	2,721.60
SARPY CHAMBER	LEADERSHIP SARPY-MCCORMICK	1,450.00
SPRINGHILL SUITES	PC-LODGING FOR TRAINING-LENTSCH	1,242.55
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - OCT 2023	10,725.10
ZOLL DATA SYSTEMS INC	ZOLL BILLING 2023/12/01-12/31	1,654.80
ZOLL MEDICAL CORPORATION	MEDICAL SUPPLIES	1,381.80
		\$ 39,549.92

NON-DEPARTMENTAL/CONTRACTS

SCOTT WELCH	PC-MONTHLY WEB MAINTENANCE	125.00
CENTURY LINK	2023/09/20-10/19 MONTHLY SERVICE	330.82
CHUBB	CYBER CRIME POLICY INSURANCE	38,887.00
METRO AREA TRANSIT	MAT SERVICES 1987 MILES JUL 2023	5,379.00
METRO AREA TRANSIT	MAT SERVICES 2285 MILES AUG 2023	5,761.00
SARPY COUNTY COURT HOUSE	ANIMAL CONTROL-DEC 2023	17,231.00
SIGNIT	CHALLENGE COINS	2,205.00
TRAVELERS CL REMITTANCE CENTER	COMM PKG, EXCESS, AUTO INSURANCE	79,349.25
		\$ 149,268.07

INFORMATION TECHNOLOGY

AMAZON.COM, LLC	PC-COMPUTER BATTERY, KEYBOARD AND MOUSE, WEATHERPROOF KEYPAD	730.33
HOSTGATOR.COM	PC-MONTHLY DOMAIN MAINTENANCE	69.95
SHI INTERNATIONAL CORP	EXTREME NETWORK SOFTWARE, POWER SUPPLIES	17,356.32
		\$ 18,156.60

2206 LONGO DR - NEW LIBRARY

CENTURY LINK	2023/10/04-11/03 SERVICE	118.68
COX BUSINESS SERVICES	2023/9/27 - 10/26 SERVICE	126.82
JIFFY/LEVENSPN'S SUPPLY	SUPPLIES	541.21

MINUTE RECORD

CLAIMS FOR NOVEMBER 21, 2023

PAGE 9

2206 LONGO DR - NEW LIBRARY (cont'd)

METROPOLITAN UTILITIES DIST	2023/09/06 - 10/03 GAS & WATER	977.92
MIKE STEIGLEDER SERVICES, INC	WATER EXTRACTION, CLEAN, SANITIZE, 2 FANS &	374.50
MMC MECHANICAL CONTRACTORS, INC	HVAC PREV MAINT AGREE & REPLACE 3.5 TON HP SERVICE	11,440.73
OMAHA PUBLIC POWER DISTRICT	2023/08/22-9/20 SERVICE	7,735.37
PAPILLION SANITATION	2023/10/1-31 SERVICE	332.68
ROGGE GENERAL CONTRACTORS, INC	BPW-210311 LIBRARY RENOVATION THRU 2023/09/29	314,127.90
SELDIN LLC	REPLACED 12 LIGHTS	192.60
SELDIN LLC	VA TOILET, REPLACED DAMAGED CEILING TILES	893.09
SELDIN LLC	EXTERIOR LIGHTS TIMER ADJUSTMENT	152.48
STERICYCLE	MONTHLY SERVICE-OSHA COMPLIANCE SUBSCRIPTION	172.24
TITANIUM FIRE SPRINKLER COMPANY	TECH PATCHED THE MAIN, SYSTEM WAS LEFT IN SERVICE	325.00
WATERLINK INC	MONTHLY WATER TREATMENT SERVICE	431.63
		\$ 337,942.85

WASTEWATER

AMAZON.COM, LLC	PC-HEAVY DUTY STAPLER, SPOTLIGHTS	464.85
AMERICAN VAN & TRUCK EQUIPMENT	PC-VEHICLE PURCHASE AND OVERHAUL	5,910.75
AT&T MOBILITY	2023/9/22-10/21 MONTHLY SERVICE	689.22
CENTURY LINK	2023/10/22-11/21 MONTHLY SERVICE	584.33
CITY OF BELLEVUE	SARPY COUNTY DMV - VEHICLE REGISTRATION	15.00
CONTRACTOR SOLUTIONS OF NEBRASKA,	PUMP REPAIR	3,287.11
ELLIOTT EQUIPMENT CO	HANDGUN COUPLINGS, TAILGATE GASKETS, AIR	1,542.80
EMBRIS GROUP LLC	BPW-230307 BLUFF LIFT STATION THRU 2023/10/31	10,334.50
HDR ENGINEERING, INC	BPW-181013 QUAIL CREEK LIFT STATION 2023/10/01-	1,784.21
	2023/11/04	
HDR ENGINEERING, INC	BPW-181013 QUAIL CREEK LIFT STATION 2023/08/27-	5,315.00
	2023/09/30	
MENARDS	PC-DUAL ROTARY LASER, CONCRETE, TOOLS, SUPPLIES	859.15
METROPOLITAN UTILITIES DIST	2023/10/05-11/06 MONTHLY SERVICE	303.16
OMAHA PUBLIC POWER DISTRICT	2023/09/11-10/11 MONTHLY SERVICE	3,401.25
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-OCT 2023	474.16
RJN GROUP INC	BPW-221017 FLOW METER PLANNING THRU 2023/09/29	4,977.50
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - OCT 2023	3,504.22
VISTA TRAINING, INC	PC-SUBSCRIPTION TO PIPE LAYER LIBRARY	1,548.00
WESTLAKE ACE HARDWARE	PC-ADAPTERS, CONCRETE MIX	692.03
		\$ 45,687.24

COMMUNITY BETTERMENT

OMAHA PUBLIC POWER DISTRICT	2023/10/26 MONTHLY SERVICE	100.24
		\$ 100.24

FEDERAL FORFEITURES

VERIZON WIRELESS	2023/09/22-10/21 MONTHLY SERVICE	536.15
		\$ 536.15

TOTAL CLAIMS FOR NOVEMBER 21, 2023 **\$ 2,091,829.61**

TOTAL PAYROLL FOR NOVEMBER 10, 2023 **\$ 1,580,356.80**



*8a.
11/21/2023

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

MEMO

To: Council President Paul Cook and Councilmember's
From: Mayor Rusty Hike
Subject: Reappointment to the Board of Health
Date: November 9th, 2023

Please consider the following for reappointment to the **Board of Health**.

Dr Tony Yonkers
508 Ridgewood Drive N
Bellevue, NE 68005
402-291-9171

Dr Jeff Akerson
Bellevue Medical Center
2510 Bellevue Medical Center
Bellevue NE 68123

They will serve a four-year term ending July2027

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

10a.
11/21/2023

COUNCIL MEETING DATE: 11/21/2023		SUBMITTED BY: Susan Kluthe, City Clerk		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input checked="" type="checkbox"/>		ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>		CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Recommend approval to the Nebraska Liquor Control Commission (NLCC) an application for a Class "D" Liquor License to sell beer, wine, and distilled spirits, Off Sale Only, for Wizard's Pipes and Glass, LLC dba "Wizard's Pipes and Glass" located at 1505 Galvin Road South Suite 5, Bellevue, NE 68005 and John C. McKercher as Manager.

SYNOPSIS/BACKGROUND:

New application for a Class "D" Liquor License to sell beer, wine, and distilled spirits, Off Sale Only, for Wizard's Pipes and Glass, LLC dba "Wizard's Pipes and Glass" located at 1505 Galvin Road South Suite 5, Bellevue, NE 68005 and for John C. McKercher as Manager. Applications are received directly by the Nebraska Liquor Control Commission (NLCC) from the applicant. The NLCC forwards the application to the City Clerk's Office. The Clerk publishes a hearing notice and routes the application for review by the Police and Planning Department. The application is then reviewed by the City Council for their recommendation to the NLCC. The City Clerk forwards the City Council's recommendation to the NLCC for final approval (if there are no issues).

FISCAL IMPACT: \$615.00/year BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Recommend approval to the Nebraska Liquor Control Commission (NLCC) an application for a Class "D" Liquor License to sell beer, wine, and distilled spirits, Off Sale Only, for Wizard's Pipes and Glass LLC dba "Wizard's Pipes and Glass, LLC" located at 1505 Galvin Road South Suite 5, Bellevue, NE 68005 and John C. McKercher as Manager.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures in blue ink over horizontal lines]

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

DATE OF CITY COUNCIL PUBLIC HEARING: November 21, 2023

DATE REPORT DUE TO CITY CLERK: November 7, 2023

APPLICANT: Wizard's Pipes and Glass LLC

ADDRESS: 1505 Galvin Road South Suite 5, Bellevue, NE 68005

REQUESTED ACTION:

Recommend approval of an application for a Class "D" Liquor License to sell beer, wine, and distilled spirits, Off Sale Only, for Wizard's Pipes and Glass LLC dba "Wizard's Pipes and Glass" 1505 Galvin Road South Suite 5, Bellevue, NE 68005 and John C. McKercher as Manager.

BACKGROUND:

IS THIS LOCATION WITHIN THE CITY LIMITS OF BELLEVUE? Yes

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

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

WILL ZONING ALLOW A LIQUOR LICENSE? Yes

EXISTING LAND USE: Commercial Strip Retail

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

ADJACENT LAND USE AND ZONING:

NORTH: Commercial, BG-PCO

SOUTH: Commercial, BG

EAST: Multi-Family Residential, RG-20-PS

WEST: Commercial, BG (across Galvin Rd S)

DISTANCE FROM SCHOOL (if applicable): n/a

DISTANCE FROM COLLEGE (if applicable): n/a

DISTANCE FROM CHURCH (if applicable): n/a

IMMEDIATE NEIGHBORHOOD/AREA LAND USES:

This property is part of a strip of commercial development along Galvin Road South. It abuts a multi-family residential apartment complex.

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

ANALYSIS OF NEIGHBORHOOD EFFECTS: _____

TRAFFIC: There is no traffic impact expected.

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

PEDESTRIAN: There is no pedestrian impact expected.

NOISE: There is no noise impact expected.

LIGHTING: There is no lighting impact expected.

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

LIQUOR LICENSE APPLICATION REPORT

City Clerk

Applicant: Wizard's Pipes and Glass, LLC

Location/Address: 1505 Galvin Road South Suite 5 City: Bellevue State: NE Zip: 68005

Requested Action:

Recommendation to approve application for a Class "D" Liquor License to sell beer, wine, and distilled spirits, Off Sale Only, for Wizard's Pipes and Glass, LLC dba "Wizard's Pipe and Glass" located at 1505 Galvin Road South Suite 5, Bellevue, NE 68123 and John C. McKercher as Manager.

Date Application Received: 10/24/2023

Final Date Hearing can be held: (45 days from receipt): 12/8/2023

Date Advertised (not less than 7 nor more than 14 days): 11/8/2023

CURRENT NUMBER OF LICENSES:

Class A (Beer on sale only):	<u>2</u>
Class B (Beer off sale only):	<u> </u>
Class C (Alcoholic liquor, on and off sale):	<u>24</u>
Class CK (Alcoholic liquor, on and off sale/Catering):	<u>4</u>
Class D (Alcoholic liquor, off sale only):	<u>25</u>
Class DK (Alcoholic liquor, off sale only/Catering):	<u>1</u>
Class I (Alcoholic liquor on sale only):	<u>27</u>
Class IK (Alcoholic liquor on sale only/Catering):	<u>2</u>
	<u> </u>
Total:	<u>85</u>

APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

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

License Class: D

License Number:
126038



Office Use Only
NEW / REPLACING _____ TOP Yes / No
Hot List Yes / No _____ Initial: KF

PLEASE READ CAREFULLY

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

APPLICANT NAME WIZARD'S PIPES AND GLASS, LLC

TRADE (DBA) NAME Wizard's Pipes and Glass

PREVIOUS TRADE (DBA) NAME _____

CONTACT NAME AND PHONE NUMBER John McKercher - 402-680-4472

CONTACT EMAIL ADDRESS kerch1@hotmail.com

7-31-2027

Office Use Only PAYMENT TYPE <u>Payroll</u> AMOUNT <u>\$400</u> RECEIPT RECEIVED <u>10/19/23</u> DATE DEPOSITED _____	 2300010568
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CLASS OF LICENSE
CHECK DESIRED CLASS

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

CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31

ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

A BEER, ON SALE ONLY

B BEER, OFF SALE ONLY**

C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE**

Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES NO

D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY**

F BOTTLE CLUB,

I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY

Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES NO

J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120

AB BEER, ON AND OFF SALE

AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE

IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

Class K Catering endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license

Class G Growler endorsement (Submit Form 165) – Class C licenses only

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

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

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

Individual License (requires insert FORM 104)

Partnership License (requires insert FORM 105)

Corporate License (requires FORM 101 & FORM 103)

Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

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

Name Charles M. Bressman, Jr. Phone Number 402-333-4774

Firm Name Bressman, Hoffman, Jacobs & Quandt Law Firm

Email address gfields@bhjlawyers.com; cbressman@bhjlawyers.com

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

PREMISES INFORMATION

Trade Name (doing business as) WIZARD'S PIPES AND GLASS

Street Address 1505 Galvin Rd S #5 ste 5

City Bellevue County Sarpy 59 Zip Code 68005

Premises Telephone number (402) 506-5238

Business e-mail address kerch1@hotmail.com

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

MAILING ADDRESS (where you want to receive mail from the Commission)
Check if same as premises

Name John C McKercher

Street Address 13513 S. 34th St.

City Bellevue State NE Zip Code 68123 + 5301

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

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

Building length 40 x width 35 in feet

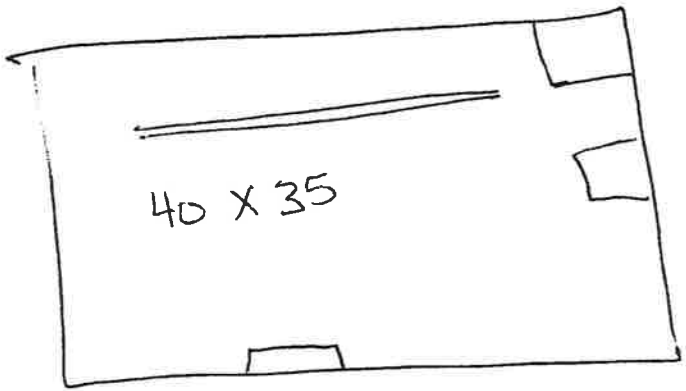
Is there a basement? Yes No If yes, length _____ x width _____ in feet

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

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

Number of floors of the building 1

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



APPLICANT INFORMATION

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

Has anyone who is a party to this application, or their spouse, **EVER** been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

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

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

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

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

YES NO

If yes, provide business name and license number _____

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

YES NO

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

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

YES NO

If yes

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

a) Submit a copy of the business purchase agreement _____

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

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

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

YES NO

If yes, list the lender(s) _____

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

YES NO

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

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

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

YES NO

If yes, list such item(s) and the owner. _____

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

YES NO

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

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

YES NO

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

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

First National Bank of Omaha John McKecher & Campbell McKecher

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

Application submitted and pending for Hey Babes, INC./Babes

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

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

NLCC certified training program completed

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

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
John McKercher	Various	Contract Bar Tender for Events

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

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

- Lease expiration date July 31st, 2027
- Deed
- Purchase Agreement

14. When do you intend to open for business? ASAP

15. What will be the main nature of business? Tobacco and alcohol sales

16. What are the anticipated hours of operation? Monday - Thursday 11am-9pm; Friday-Saturday 11am-10pm; Sunday 12pm-7pm

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

RESIDENCES FOR THE PAST 10 YEARS					
APPLICANT CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Omaha/Bellevue, NE	2013	2023	N/a		

If necessary, attach a separate sheet

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

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

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

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

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


Signature of APPLICANT

John C. McKercher

Printed Name of APPLICANT

Signature of SPOUSE

Printed Name of SPOUSE

Signature of APPLICANT

Printed Name of APPLICANT

Signature of SPOUSE

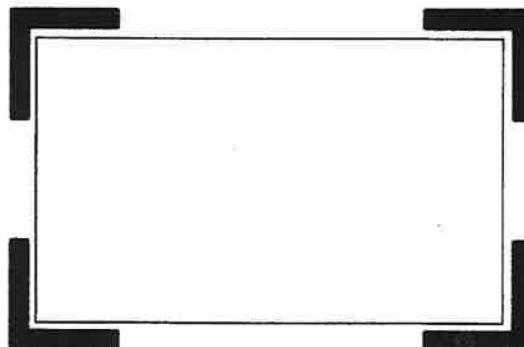
Printed Name of SPOUSE

MANAGER APPLICATION FORM 103

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

License
Class: _____

License Number: _____



MANAGER MUST:

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

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

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

CORPORATION/LLC INFORMATION

Name of Corporation/LLC: Wizard's Pipes and Glass, LLC

PREMISES INFORMATION

Premises Trade Name/DBA: Wizard's Pipes and Glass

Premises Street Address: 1505 Galvin Rd S #5

City: Bellevue County: Sarpy Zip Code: 68005

Premises Phone Number: 402-680-4472

Premises Email address: kerch1@hotmail.com

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

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



MANAGER INFORMATION

Last Name: McKercher First Name: John MI: C


Home Address: 13513 S. 34th St

City: Bellevue County: Sarpy Zip Code: 68123 +5301

Home Phone Number: 402-680-4472

Driver's License Number: 

Social Security Number: 

Date of Birth:  Place of Birth: Iowa City, IA

Email address: kerch1@hotmail.com

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

YES NO

Spouse's information

Spouses Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____

Driver's License Number: _____

Date of Birth: _____ Place of Birth: _____

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

APPLICANT **SPOUSE**

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Omaha/Bellevue, NE	2013	2023			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2008	2023	Dept of Air Force	Jeff Botsford	402-912-6404
1987	2008	United State Air Force	Numerous	N/A

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

YES NO

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

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

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

YES NO

IF YES, list the name of the premise(s): Hey Babes, Inc./ Babes

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

YES NO

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

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

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

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
John C. McKercher	various	Contract Bartender in Nebraska

5. Have you enclosed Form 147 regarding fingerprints?

YES NO

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

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

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

Must be signed by applicant and spouse.



Signature of **APPLICANT**

John C. McKercher

Printed Name of **APPLICANT**

Signature of **SPOUSE**

Printed Name of **SPOUSE**

BUSINESS PLAN: Wizard's Pipes and Glass

Wizard's Pipes and Glass has been in business since August of 2014 when it first opened its doors. Wizard's Pipes and Glass has served many people in the community as the local vape shop. With so many positive reviews and returning customers, it's no wonder they have been in business for so long.

Wizard's Pipes and Glass plans to expand their market for their loyal customers and bring in new customers by obtaining a liquor license and selling beer, wine, and spirits alongside its tobacco products. We plan to keep the current and reliable staff that have been working for Wizard's, as well as ensure to hire new staff should the addition of alcohol sales increase foot traffic dramatically.

In addition to expanding the products at Wizard's Pipes and Glass, I am the President for Kerch, Inc.

Kerch, Inc., is in the process of purchasing Hey Babes, the local bar in Bellevue, NE. Its Liquor License expires at the end of October, and I have completed the application process to obtain a new license. Babes' Lease runs until 1-30-25. The Business Plan includes assuming the terms and obligations under the Lease and maintaining the existing help. My Attorney has been working closely with the Lawyer for Babes to facilitate the entire process.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12a.
11/21/2023

COUNCIL MEETING DATE: 11/21/2023		SUBMITTED BY: Ashley Decker, HR Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Compensation Ordinance Wage Update

SYNOPSIS/BACKGROUND:

The compensation ordinance is updated as needed to reflect a change in pay range for employees of the City that are unclassified employees. The ranges are based upon market rate research through a comparability study, as required by Nebraska State Statute. The proposed change is due to the need for a range to be set for a newly created position that was budgeted for the 2023-24 fiscal year. Additionally, there are changes in the ordinance to reflect the increasing Nebraska State Minimum Wage that will impact 4 part-time and seasonal positions.

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:

Suspend the statutory rule requiring reading on three different days and, after the public hearing held at this meeting, approve Compensation Ordinance 4135.

ATTACHMENTS:

1. <input type="text" value="Ordinance No. 4135 (redlined)"/>	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

Shirley Bobbitt
[Signature]
[Signature]

ORDINANCE NO. 4135 4134

AN ORDINANCE OF THE CITY OF BELLEVUE, NEBRASKA, CLASSIFYING THE EMPLOYEES OF THE CITY; FIXING THE RANGES OF COMPENSATION OF SUCH EMPLOYEES; PROVIDING A PAY RANGE SCHEDULE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM; REPEALING ORDINANCE NO. 4134 4125; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

B. Bellevue Professional Management Association (Management and Professional)

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

<u>Appointed Officials</u>	<u>Range (monthly)</u>
City Administrator	By Contract
City Clerk	\$ 5,778 - \$8,327
Treasurer	\$305 - \$385

<u>Unclassified</u>	<u>Range (monthly)</u>
Ambulance Billing Account Manager	\$ 5,079 - \$6,817
Assistant City Attorney	\$ 6,985 - \$10,322
<u>Assistant Finance Director</u>	<u>\$ 7,090 - \$10,163</u>
City Attorney	\$ 9,233 - \$12,107
Dir of Community & Ec. Development	\$8,783 - \$12,712
Community Relations Media Coordinator	\$ 5,983 - \$8,083
Acctg, Reporting & Compliance Manager	\$ 6,588 - \$9,213
Deputy Director Parks & Rec	\$ 6,054 - \$8,815
Finance Director	\$ 8,101 - \$11,473
Fire Chief	\$ 8,979 - \$12,470
Human Resources Generalist	\$ 4,326 - \$6,618
Human Resources Director	\$ 7,251 - \$10,875
Manager of Engineering Services	\$ 7,500 - \$10,258
Library Director	\$ 7,334 - \$10,085
Planning Director	\$ 7,906 - \$11,508

Police Chief	\$ 9,415 - \$12,987
Public Works Director	\$ 8,709 - \$12,049
Public Works Engineer II	\$ 6,363 - \$8,967
Risk Manager	\$ 5,674 - \$7,648

Section 2b.	<u>Unclassified</u>	<u>Range (hourly)</u>
	CATV Specialist	\$ 22.53 - \$30.99
	Executive Secretary	\$ 26.57 - \$36.69
	Emergency Medical Services Supervisor	\$45.75 - \$60.20
	Human Resources Assistant	\$ 23.05 - \$31.22
	Sr. HRIS/Payroll Specialist	\$ 24.38 - \$33.63
	Office of Professional Standards Coord.	\$27.25 - \$34.76

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

Section 3. Bellevue Police Officers Association

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

Section 4. Bellevue Police Command Staff Association

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

Section 5. Fire Command

<u>Unclassified</u>	<u>Range (monthly)</u>
Assistant Fire Chief	\$ 8,694 - \$11,333

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

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

Section 6. Seasonal:

<u>Position</u>	<u>Hourly Range</u>
Swimming Supervisor	\$12.00 - \$16.75
Youth Baseball Supervisor	\$12.00 - \$16.75
Recreation Activities Supervisor	\$12.00 - \$16.75
Track Supervisor	\$12.00 - \$16.75
Tennis Supervisor	\$12.00 - \$16.75
Swimming Pool Managers	\$16.12 - \$20.68
Head Lifeguards	\$14.03 - \$18.30
Lifeguards	\$12.58 - \$15.65
Concession Workers	\$12.00- \$12.50 10.50 — \$11.00
Youth Baseball/Softball Umpires	\$12.00- \$14.50 10.50 — \$13.00
Track Club Coaches	\$12.00- \$14.50 10.50 — \$13.00
Parks Workers	\$13.33 - \$18.00

Section 7. Part-Time Positions:

Part-Time Administrative Positions:

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

Unclassified Part-Time Positions

<u>Range (hourly)</u>
Part-Time Administrative Intern Position: \$12.00 to \$13.50 10.50 to \$12.00

Section 8. That Ordinance ~~4134~~ ~~4125~~ is hereby repealed.

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

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

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

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

PASSED AND APPROVED THIS _____ day of _____, 2023.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12a.
11/21/2023

COUNCIL MEETING DATE: 11/21/2023		SUBMITTED BY: Ashley Decker, HR Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Compensation Ordinance Wage Update

SYNOPSIS/BACKGROUND:

The compensation ordinance is updated as needed to reflect a change in pay range for employees of the City that are unclassified employees. The ranges are based upon market rate research through a comparability study, as required by Nebraska State Statute. The proposed change is due to the need for a range to be set for a newly created position that was budgeted for the 2023-24 fiscal year. Additionally, there are changes in the ordinance to reflect the increasing Nebraska State Minimum Wage that will impact 4 part-time and seasonal positions.

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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:

Suspend the statutory rule requiring reading on three different days and, after the public hearing held at this meeting, approve Compensation Ordinance 4135.

ATTACHMENTS:

1. <input type="text" value="Ordinance No. 4135 (redlined)"/>	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

Shirley Bobbitt
[Signature]
[Signature]

ORDINANCE NO. 4135 4134

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As established in Contract	By Contract

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Community Relations Media Coordinator	\$ 5,983 - \$8,083
Acctg, Reporting & Compliance Manager	\$ 6,588 - \$9,213
Deputy Director Parks & Rec	\$ 6,054 - \$8,815
Finance Director	\$ 8,101 - \$11,473
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Human Resources Generalist	\$ 4,326 - \$6,618
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Library Director	\$ 7,334 - \$10,085
Planning Director	\$ 7,906 - \$11,508

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Section 2b.	<u>Unclassified</u>	<u>Range (hourly)</u>
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Assistant Fire Chief	\$ 8,694 - \$11,333

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

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

Section 6. Seasonal:

<u>Position</u>	<u>Hourly Range</u>
Swimming Supervisor	\$12.00 - \$16.75
Youth Baseball Supervisor	\$12.00 - \$16.75
Recreation Activities Supervisor	\$12.00 - \$16.75
Track Supervisor	\$12.00 - \$16.75
Tennis Supervisor	\$12.00 - \$16.75
Swimming Pool Managers	\$16.12 - \$20.68
Head Lifeguards	\$14.03 - \$18.30
Lifeguards	\$12.58 - \$15.65
Concession Workers	\$12.00- \$12.50 10.50 — \$11.00
Youth Baseball/Softball Umpires	\$12.00- \$14.50 10.50 — \$13.00
Track Club Coaches	\$12.00- \$14.50 10.50 — \$13.00
Parks Workers	\$13.33 - \$18.00

Section 7. Part-Time Positions:

Part-Time Administrative Positions:

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

Unclassified Part-Time Positions

<u>Range (hourly)</u>
Part-Time Administrative Intern Position: \$12.00 to \$13.50 10.50 to \$12.00

Section 8. That Ordinance ~~4134~~ ~~4125~~ is hereby repealed.

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

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

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

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

PASSED AND APPROVED THIS _____ day of _____, 2023.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12b.
11/21/2023

COUNCIL MEETING DATE: 11/21/2023		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 Tax Lot 7B3A3, located in the Northwest ¼ of Section 35, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from BNH to RD-60 for the purpose of an existing single-family residence. Applicant: Barney Barrett. General Location: 2004 Harlan Drive.

SYNOPSIS/BACKGROUND:

Barney Barrett has submitted a request to rezone Tax Lot 7B3A3, from BNH to RD-60 to bring a non-conforming use into conformance with the Zoning Ordinance. The property is developed with a single-family residence constructed in 1959. Based on its age, the present use of a single-family residence in a commercial zone is considered a legal nonconforming use. Single-family residential uses were allowed in BNH zoning prior to the 2011 Zoning Ordinance update. The requested RD-60 zoning is consistent with the zoning designation of the adjacent residential neighborhood and the proposed lot meets all the minimum requirements of the RD-60 zoning district.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

1. PC Recommendation
2. Staff Report
3. Ord. No. 4136
- 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: Barney Barrett
Case #: Z-2309-16
CITY COUNCIL HEARING DATE: November 21, 2023

REQUEST: to rezone Tax Lot 7B3A3, located in the Northwest ¼ of Section 35, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from BNH to RD-60 for the purpose of existing single-family residential.

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

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

VOTE:

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

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

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2309-16

FOR HEARING OF:

REPORT #1: October 26, 2023

REPORT #2: November 21, 2023

I. GENERAL INFORMATION

A. APPLICANT:

Barney Barrett
1409 Chaput Drive
Bellevue, NE 68005

B. PROPERTY OWNERS:

Barrett Plumbing Inc.
1409 Chaput Drive
Bellevue, NE 68005

C. GENERAL LOCATION:

2004 Harlan Drive

D. LEGAL DESCRIPTION:

Tax Lot 7B3A3, located in the Northwest ¼ of Section 35, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Tax Lot 7B3A3, from BNH to RD-60

F. EXISTING ZONING AND LAND USE:

BNH, Single Family Residential

G. PURPOSE OF REQUEST:

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

H. SIZE OF SITE:

The site is approximately .35 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The property is presently developed with a single-family residence, which was constructed in 1959.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Single-Family Residential, RD-60
- 2. **East:** Single-Family Residential, BNH
- 3. **South:** Multi-Family Residential/Mobile Home Park, RG-20-PS/RG-50-M
- 4. **West:** Single Family Residential, BNH

C. REVELANT CASE HISTORY:

On October 26, 2023, the Planning Commission recommended approval of a request to rezone Tax Lot 7B3A3, located in the Northwest ¼ of Section 35, T14N, R13E of the 6th P.M., Sarpy County, NE., from BNH to RD-60, for the purpose of existing single-family residential.

D. APPLICABLE REGULATIONS:

- 1. Section 5.11, Zoning Ordinance, regarding RD-60 uses and requirements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There are approximately 20,202 vehicles per day near the intersection of Fort Crook Road and Harlan Drive/Hwy 370 per the 2022 MAPA Traffic Count data.
2. The property has a private driveway from Harlan Drive.

D. UTILITIES:

All utilities are available to this property.

E. ANALYSIS:

1. Barney Barrett has submitted a request to rezone Tax Lot 7B3A3, from BNH to RD-60.
2. The property is developed with a single-family residence. Sarpy County records indicate the home was constructed in 1959. Presently the lot is zoned Heavy Neighborhood Business. This zone is a modification of the neighborhood business zone to include local service establishments having greater adverse effects on surrounding residences.
3. Based on its age, the present use of a single-family residence in a commercial zone is considered a legal nonconforming use. Single-family residential uses were allowed in BNH zoning prior to the 2011 Zoning Ordinance update.

In his letter, the applicant explains the property is currently for sale. The commercial zoning designation requires potential buyers to either pay with cash or secure a commercial loan (with higher interest rates, larger down payment, and shortened loan periods). The applicant further advises the property has been used as a single-family residence since its construction in 1959.

4. The requested RD-60 zoning is consistent with the zoning designation of the adjacent residential neighborhood. The proposed lot meets all the minimum requirements of the RD-60 zoning district.
5. This application was sent out to the following departments for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, and the Bellevue Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Offutt Airforce Base commented the property is not located within the accident potential zones but falls within the 60 dB noise contour and therefore special

consideration should be given to the impact and mitigation of noise on the lot. General construction practices will offer the necessary mitigation.

No other comments were received in this case.

6. This property is designated for commercial use in the Future Land Use Map of the Comprehensive zone based on its existing zoning. Staff does not recommend amending the Future Land Use Map as the city is currently undergoing a Comprehensive Plan update and will be reviewed as part of that process. Since this is an established residence, staff is supportive of the requested change of zone.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

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

VI. ATTACHMENTS TO REPORT

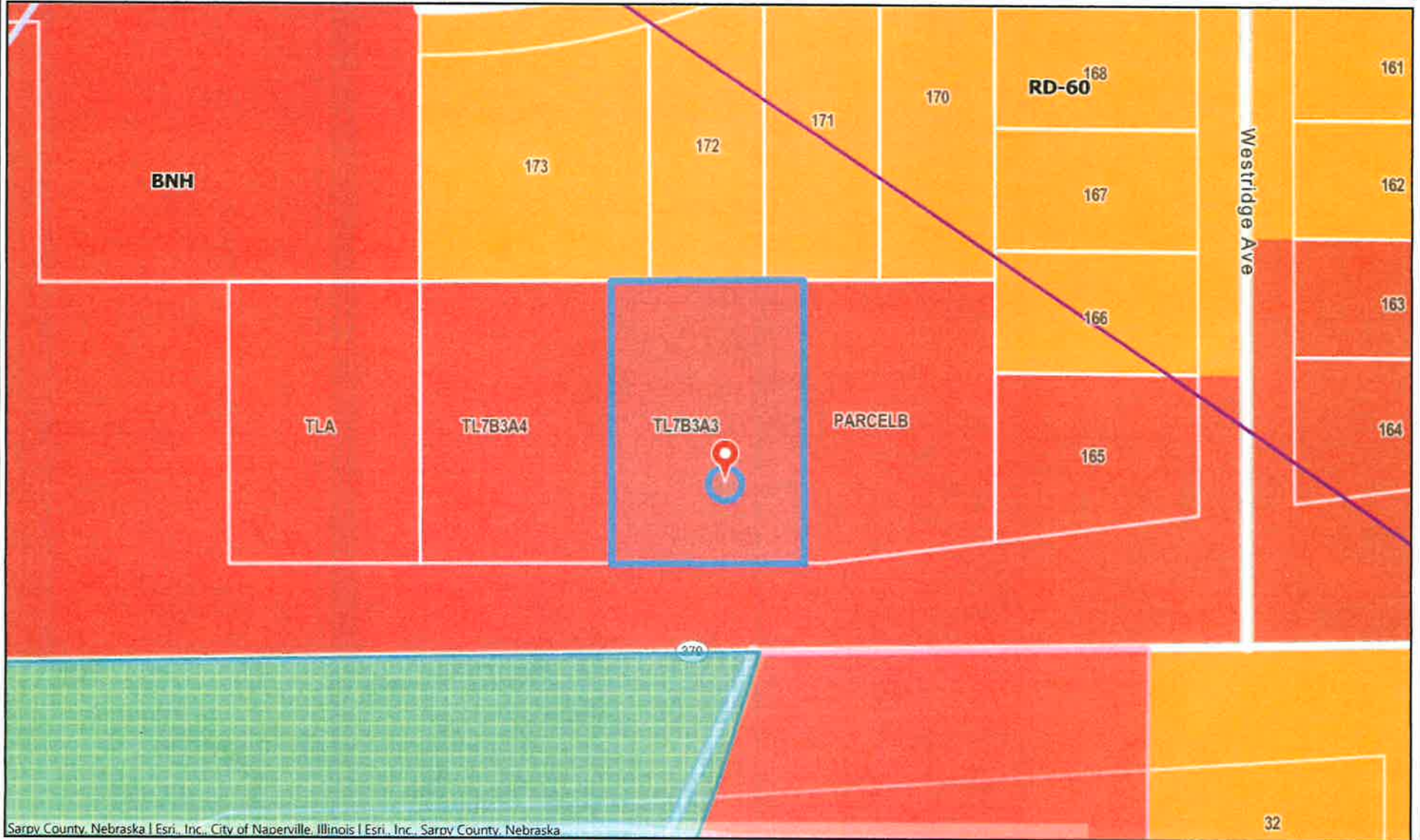
1. Vicinity map/Zoning Map
2. GIS aerial photo of the property
3. Letter from the applicant dated September 5, 2023

VII. COPIES OF REPORT TO:

1. Barney Barrett
2. Public Upon Request


Assistant Planning Manager


Planning Director 10/31/23
Date of Report

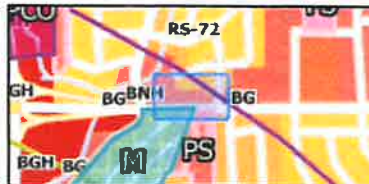


Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska



Map Scale 1: 1128

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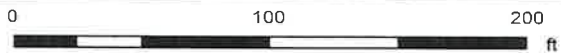


Notes





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



Map Scale 1: 1128

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



Barney Barrett

1409 chaput dr

Bellevue Ne 68005

To whom it may concern

Reg: 2004 Harlan dr

The property is grandfathered for single property but is presently zoned BNH I am planning on selling it but to clear Mortgage company underwriters they want it to zoned RD-60 So there is to problem rebuilding it in case of a fire.

Thank you

Barney Barrett

RECEIVED
SEP 05 2023
PLANNING DEPT.

ORDINANCE NO. 4136

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 4104 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 2004 HARLAN DRIVE, 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:

Tax Lot 7B3A3, located in the Northwest ¼ of Section 35, T14N, R13E of the 6th P.M., Sarpy County, Nebraska

From BNH (Heavy Neighborhood Business District) to RD-60 ((Duplex Residential-6,000 Square Foot Zone).

(Barney Barrett)

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

Section 2. 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

12c.
11/21/2023

COUNCIL MEETING DATE: 11/21/2023		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 2, Southdale, from BNH to RG-28, for the purpose of multi-family residential development. Applicant: H.A. Wassenberg Holding Co., LLC. General Location: S. 29th Ave. & Capehart Rd.

SYNOPSIS/BACKGROUND:

Arnold Wassenber, on behalf of H.A. Wassenberg Holding Company LLC, is requesting a change in zone for Lot 2, Southdale from BNH to RG-28 for the purpose of future multi-family residential development. Site plan approval is not being requested; however, the applicant provided a conceptual design showing one building consisting of 48 units as an example of what the property could support.

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. PC Recommendation | 2. Staff Report | 3. Ord. No. 4137 |
| 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: H.A. Wassenberg Holding Company, LLC

Case #: Z-2309-17

CITY COUNCIL HEARING DATE: November 21, 2023

REQUEST: to rezone Lot 2, Southdale, located in the Southeast ¼ of Section 04, T13N, R13E of the 6th P.M., Sarpy County, NE, from BNH to RG-28 for the purpose of multi-family residential development.

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

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

VOTE:

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

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

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2309-17

FOR HEARING OF:

REPORT #1: October 26, 2023

REPORT #2: November 21, 2023

I. GENERAL INFORMATION

A. APPLICANT:

H.A. Wassenberg Holding Company, LLC
Attn: Arnold Wassenberg
120 College Park Circle
Lincoln, NE 68505

B. PROPERTY OWNER:

H.A. Wassenberg Holding Company, LLC
Attn: Arnold Wassenberg
120 College Park Circle
Lincoln, NE 68505

C. GENERAL LOCATION:

South 29th Avenue and Capehart Road

D. LEGAL DESCRIPTION:

Lot 2, Southdale, located in the Southeast ¼ of Section 4, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

Rezone Lot 2, Southdale, from BNH to RG-28

F. EXISTING ZONING AND LAND USE:

BNH/Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a change of zone for future multi-family residential development.

H. SIZE OF SITE:

The site is approximately 3.32 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently vacant and covered in vegetation.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Offutt AFB property / Commercial, BNH
- 2. **East:** Vacant / Commercial, BG
- 3. **South:** Multi-Family Residential, RG-28-PS
- 4. **West:** Offutt AFB property

C. REVELANT CASE HISTORY:

On October 26, 2023, the Planning Commission recommended approval of a request to rezone Lot 2, Southdale, located in the Southeast ¼ of Section 04, T13N, R13E of the 6th P.M., Sarpy County, NE., from BNH to RG-28, for the purpose of multi-family residential development.

D. APPLICABLE REGULATIONS:

- 1. Section 5.13, Zoning Ordinance, regarding RG-28 uses and requirements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

- 1. There is no MAPA traffic data information for South 29th Avenue.

2. The property has access from South 29th Avenue.

D. UTILITIES:

All utilities are available to this property.

E. ANALYSIS:

1. Arnold Wassenberg, on behalf of H.A.Wassenberg Holding Company, LLC, has submitted a request to rezone Lot 2, Southdale for the purpose of future multi-family residential development.

2. The applicant is requesting a change of zone from BNH to RG-28.

The intent of the 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, including single-family and two-family on small lots.

3. Site plan approval is not being requested; however, the applicant has provided a conceptual design which is attached to this report. The applicant's conceptual design shows one building consisting of 48 units as an example of what the property could support.

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

Public Works Engineering Manager John Krager had technical comments pertaining to the conceptual site plan. These comments would be addressed as part of the building permit process.

No other comments were received in this case.

5. A traffic study was submitted with this application and has been preliminarily reviewed by city staff. The Public Works Department does not see any major traffic issues moving from a commercial to a multi-family residential use on this property. Technical traffic concerns would be handled as part of a building permit process.

6. This property has been platted since December 1963, and has remained undeveloped as a commercial lot. The property has no frontage along the Capehart Road corridor. The proposed zoning is consistent with the adjacent multi-family development, which is under the same ownership.

7. This property is designated for commercial use in the Future Land Use Map of the Comprehensive zone based on its existing zoning. Staff does not recommend amending the Future Land Use Map as the city is currently undergoing a Comprehensive Plan update and will be reviewed as part of that process.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

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

VI. ATTACHMENTS TO REPORT

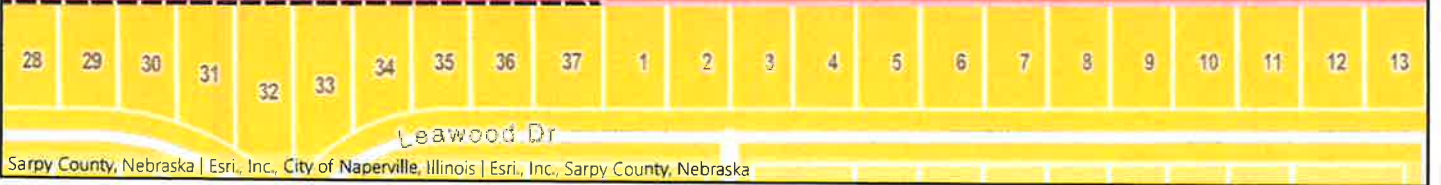
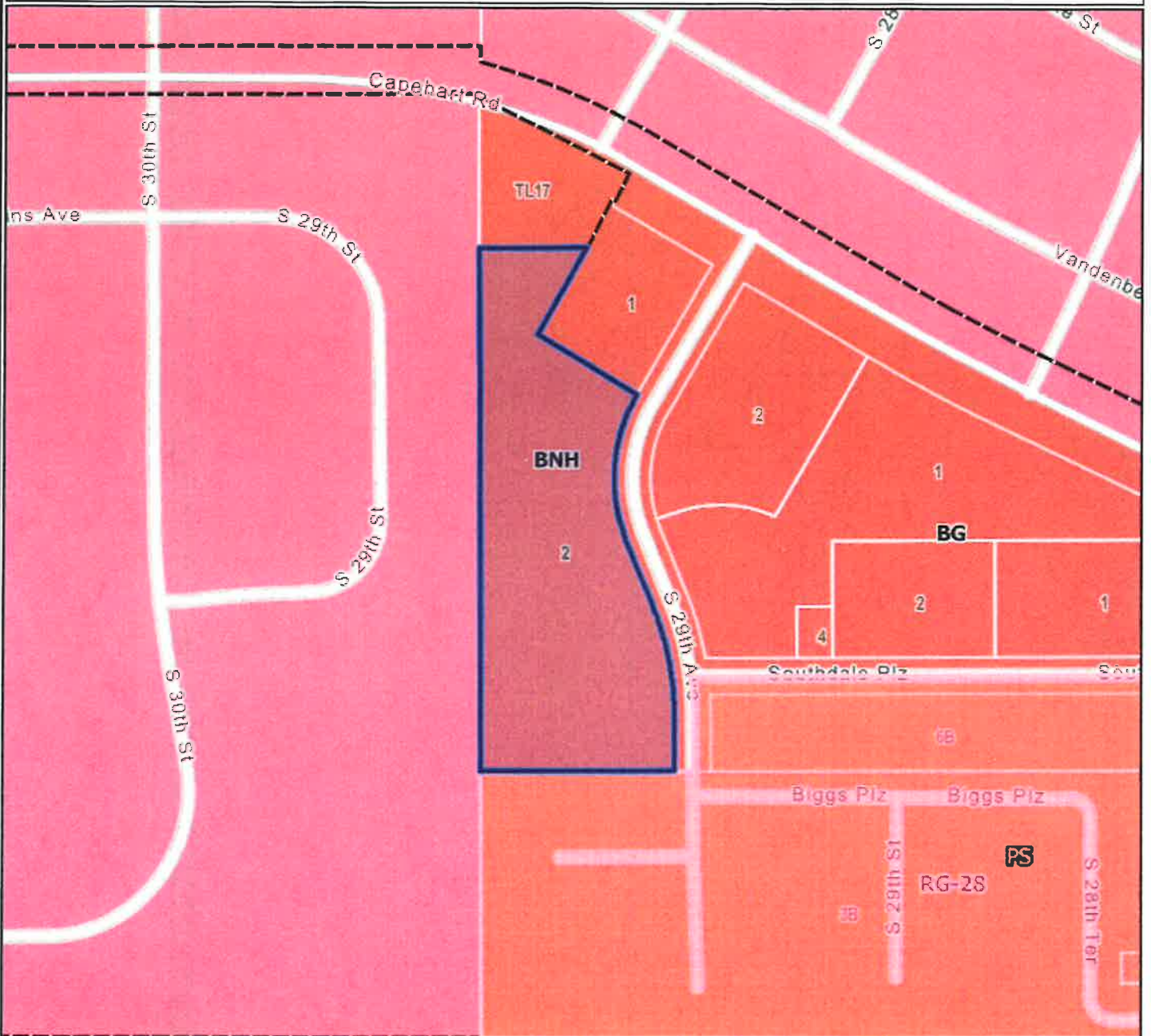
1. Vicinity map/Zoning Map
2. GIS aerial photo of the property
3. Justification letter from the applicant dated September 22, 2023
4. Conceptual Site Layout received September 22, 2023

VII. COPIES OF REPORT TO:

1. H.A.Wassenberg Holding Company, LLC. (Arnold Wassenberg)
2. Schemmer Associates Inc. (Rob DuVall)
3. Rembolt Ludtke, LLP (Ann K. Post)
4. Public Upon Request

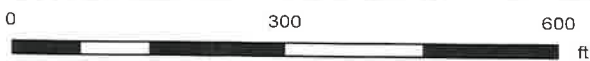

Assistant Planning Manager

 10/31/23
Planning Director Date of Report



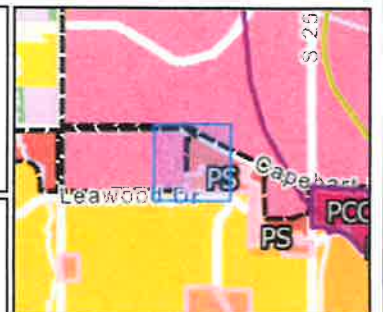
Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska

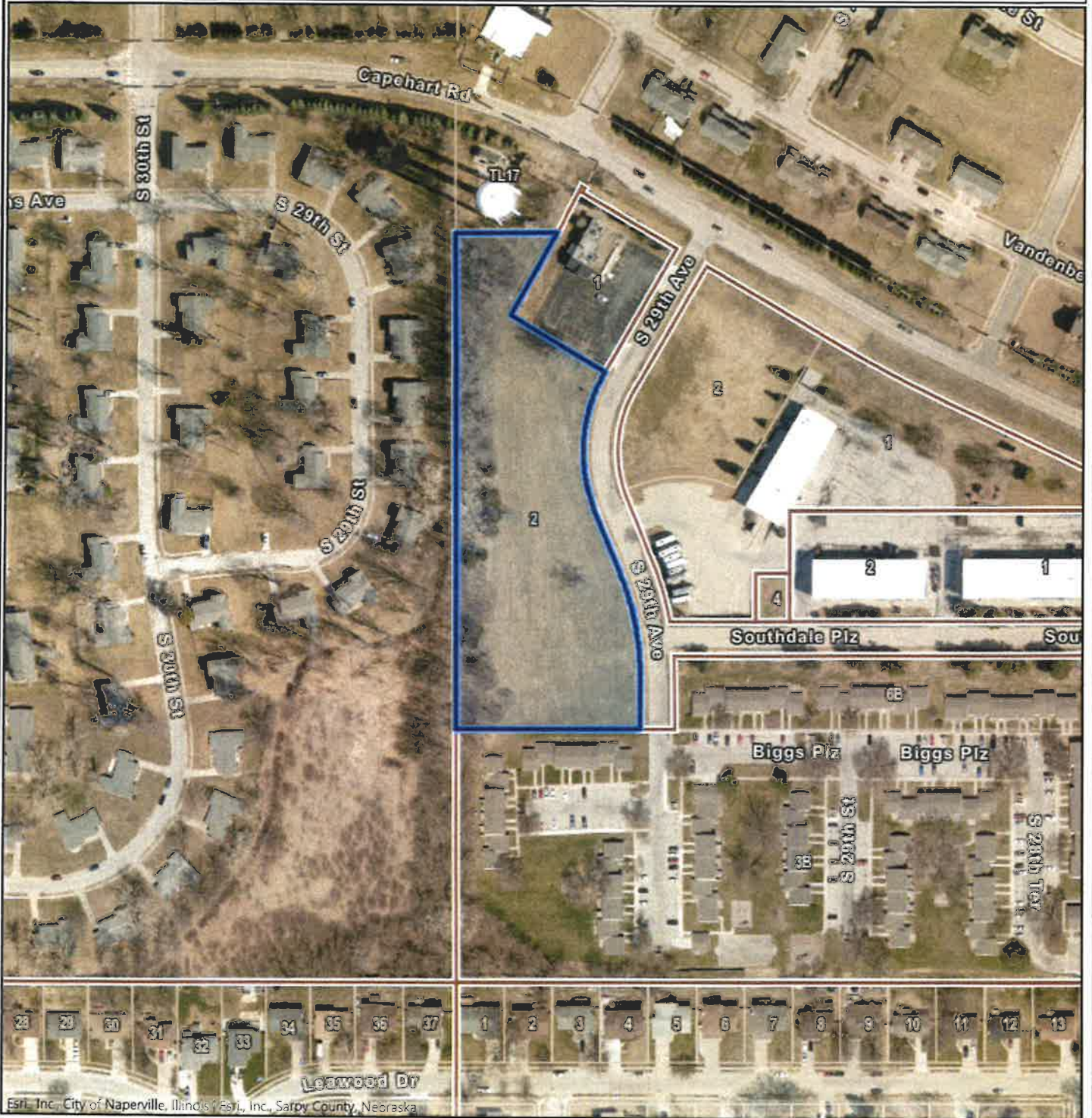
Notes



Map Scale 1: 3185

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ESRI, Inc., City of Naperville, Illinois / ESRI, Inc., Sarpy County, Nebraska

Notes



Map Scale 1: 3185

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

To Whom It May Concern:

Please accept this letter as justification for the proposed zoning change to Lot 2, Southdale from the current BNH zoning to RG-28 zoning.

The current property remains undeveloped and will be proposed for use of property of Multi-Family Housing. The proposed use exist as a permitted use in the City of Bellevue code under the RG-28 zoning classification and would match that of the adjacent properties under similar uses.

Please do not hesitate to contact me if you have any questions.

Sincerely,

THE SCHEMMER ASSOCIATES INC.
ARCHITECTS | ENGINEERS | PLANNERS



Mainor O. Martinez, P.E.
Registered Civil Engineer

RECEIVED
SEP 22 2023
PLANNING DEPT.

ORDINANCE NO. 4137

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 4104 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT SOUTH 29TH AVENUE AND CAPEHART 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, Southdale, located in the Southeast ¼ of Section 04, T13N, R13E of the 6th P.M., Sarpy County, Nebraska

From BNH (Heavy Neighborhood Business District) to RG-28 ((General Residential-2,800 Square Foot Per Unit Zone).

(H.A. Wassenberg Company, LLC)

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

Section 2. This ordinance shall take affect and be in force from and after its adoption and publication according to law.

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

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

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

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13a.
11/21/2023

COUNCIL MEETING DATE: 11/21/2023		SUBMITTED BY: Epiphany Ramos	
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:

Sewer Rate Increase

SYNOPSIS/BACKGROUND:

Approve the request to increase the sewer user fees for the next five years for 2024 at 4.75%, 2025 at 4.5%, 2026 at 4.5%, 2027 at 4.4%, and 2028 at 4.5%, based primarily on the City of Omaha approved rate increases of 4.36% each year over the next five years, which directly increase the treatment processing costs for Bellevue. The sewer rate increase will also responsibly fund nominal CPI increases in administration, operations, and maintenance expenses incurred by normal operations, as well as the approved CIP for the Wastewater Department.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the request to increase the sewer user fees for the next five years for 2024 at 4.75%, 2025 at 4.5%, 2026 at 4.5%, 2027 at 4.4%, and 2028 at 4.5%, based primarily on the City of Omaha approved rate increases of 4.36% each year over the next five years, which directly increase the treatment processing costs for Bellevue. The sewer rate increase will also responsibly fund nominal CPI increases in administration, operations, and maintenance expenses incurred by normal operations, as well as the approved CIP for the Wastewater Department.

ATTACHMENTS:

- | | | |
|--------------------------------------|---------------------|----------------------------|
| 1. Ordinance | 2. Sewer Rate Study | 3. City of Omaha Ordinance |
| 4. City of Omaha Stanec Presentation | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____



This study is intended to support the financial plan for the wastewater utility owned and managed by the City of Bellevue. The study will recommend sewer user rates and structures that will best support the Department goals and City's Mission and objectives.

2023-2028 Sewer Rate Study

City of Bellevue, Nebraska

Epiphany Ramos

Table of contents

- i. **Department Overview**
 - o **Operating Margins**
 - **City of Omaha Processing Fees**
- ii. **Rate Recommendations**
- iii. **Rate Comparisons**
- iv. **Affordability for the Average Residential Customer**
- v. **Capital Improvement Planning**

Department Overview

The period between this recommended rate schedule and the previously approved rate schedule has seen quite a few unplanned events that have impacted the overall wastewater department operations and maintenance plan, as well as the overall wastewater fund. Historical events, and their cross impacts on each other, like the 2019 Great Flood, City of Bellevue 2019 Annexations, the Pandemic, and the expanded SCCWWA jurisdiction across south Bellevue into our ETJ, could each have resulted in necessary rate adjustments to the approved rate schedule during this period. However, through strategic planning, streamlined emergency mitigation, and critical cost saving program implementation the department was able to stay within budget with no need to adjust the approved rate schedule during this period. This was likely equal parts because the financial projections through 2023 provided in the previous rate period study were proven accurate, and the City of Omaha also did not adjust their rate schedule during this same period.

With total Sanitary Sewer Overflow (SSO) impact rates of less than 1% (total SSO incidents against total households) and the cost of liability claims under .002% of fund expenses, it is verifiable that the Wastewater Operations and Maintenance Plan is working through providing the most reliable and cost-effective City utility service.

The department has expanded its self-perform capabilities in all aspects of maintenance and repair for the sanitary infrastructure during this period, including saving over \$400K in direct contractor expenses through implementing an internal repair and projects team, without compromising safety or quality of work. The department will continue to optimize operations over the upcoming rate schedule period to ensure fund stability.

Operating Margins

Though the department has worked to keep the City of Omaha processing costs way below the high of an almost 70% operating margin to the fund, these processing costs paid to Omaha still account for just over 30% of the expenses within the fund. Therefore, any increases to those processing costs still drive a large impact on the fund. The department does feel that this 30% target is financially sustainable and reflective of the overall cost of service to the system.

City of Omaha Processing Fees

Pursuant to the approved City of Omaha processing fees, annual increases are planned for our user classification (bulk) of 4.36% for the next five-year rate schedule period.

As presented by the City of Omaha's consultant, Stantec, the recommendation for the current rate study that is reflected in the above approved increase, is to accomplish the objectives below:

- Determine the revenue requirements to cover all costs associated with the collection and treatment of wastewater, including operations and maintenance of the system and required capital improvements.
- Conduct a cost-of-service study that identifies the different drivers of the costs and allocates these back in an equitable manner to the different customers served.
- Review the city's existing rate structure and make necessary changes to provide for the required overall funding and fair distribution of costs to the different customers served.

This resulted in the reallocation of costs to the different system users more pursuant to current City of Omaha's CIP needs. Here in Bellevue, we can see this impact directly through over \$30M of construction currently underway on the interceptor line that carries the flow from Bellevue to the Omaha Papio Wastewater Treatment Plant (WWTP), as well as planned WWTP upgrades at this specific facility— all this infrastructure is located within our ETJ. Failures to this infrastructure could be catastrophic to Bellevue as we are solely reliant on it to function for the transference and processing of our sanitary sewer waste.

Rate Recommendations

Rate increases are recommended for 2024 at 4.75%, 2025 at 4.5%, 2026 at 4.5%, 2027 at 4.4%, and 2028 at 4.5%.

These directly translate the below recommended changes.

Effective January 1, 2024 for all residential and commercial users, the minimum monthly charge shall be twenty dollars and ninety cents (\$20.90) for the first two CCF (hundred cubic feet) of water used, plus five dollars and three cents (\$5.03) for each additional CCF (hundred cubic feet) of water used.

Effective January 1, 2025 for all residential and commercial users, the minimum monthly charge shall be twenty-one dollars and eighty-four cents (\$21.84) for the first two CCF (hundred cubic feet) of water used, plus five dollars and twenty-six cents (\$5.26) for each additional CCF (hundred cubic feet) of water used.

Effective January 1, 2026 for all residential and commercial users, the minimum monthly charge shall be twenty-two dollars and eighty-two cents (\$22.82) for the first two CCF (hundred cubic feet) of water used, plus five dollars and fifty cents (\$5.50) for each additional CCF (hundred cubic feet) of water used.

Effective January 1, 2027 for all residential and commercial users, the minimum monthly charge shall be twenty-three dollars and eighty-two cents (\$23.82) for the first two CCF (hundred cubic feet) of water used, plus five dollars and seventy-four cents (\$5.74) for each additional CCF (hundred cubic feet) of water used.

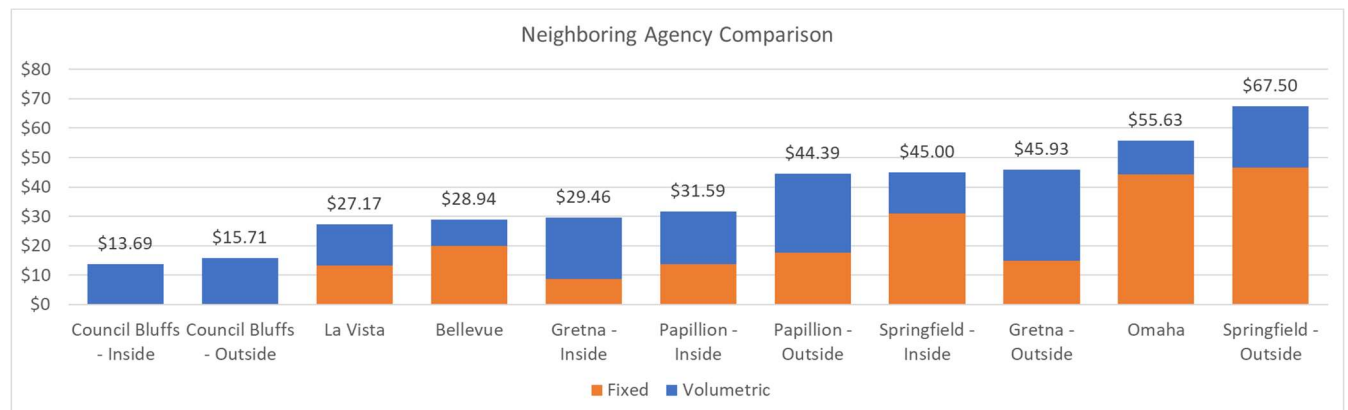
Effective January 1, 2028 for all residential and commercial users, the minimum monthly charge shall be twenty-four dollars and eighty-nine cents (\$24.89) for the first two CCF (hundred cubic feet) of water used, plus six dollars (\$6.00) for each additional CCF (hundred cubic feet) of water used.

It is also important the City maintain a quality fixed cost ratio to the recommended rates to help mitigate the fluctuations in variable flow user fees collected as this helps to stabilize the overall fund's revenue. This is captured in our minimum monthly charge per active account.

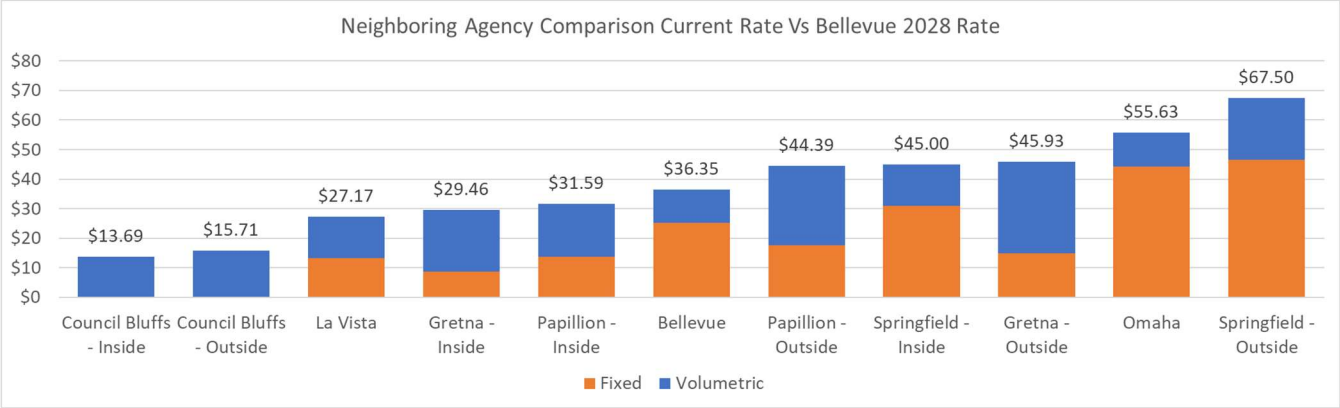
The sewer rate increase is recommended to be less than 0.5% above that of annual increases of the City of Omaha's scheduled fee increases, to responsibly fund nominal CPI increases in administration, operations, and maintenance expenses incurred by normal operations within the department, as well as the approved CIP for the Wastewater department. Annual increases to department expenses include labor wages, material costs, admin overhead, and other typical expenses outlined in the budget. This additional increase is important to continue to provide the same level of service for all our businesses and residences that the City has been accustomed too.

Rate Comparisons

The below table represents current rates from neighboring communities based on an average residential user consumption of 4,000 gallons per month. As an overall comparison, Bellevue is currently ranked 4th in least to most expensive (11th being most expensive).

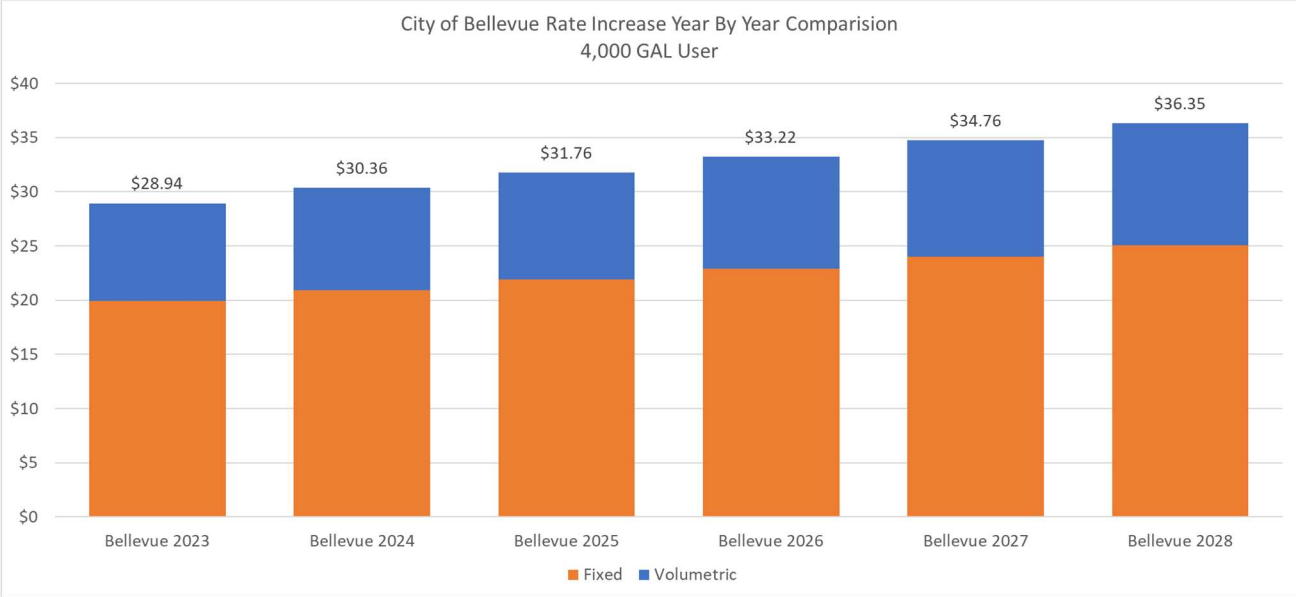


Bellevue's total rate changes recommended in this study, if they were implemented immediately versus systematically over the next five years, would only shift the City into the 6th position in the same ranking whereas half the neighboring community rates would be higher, the other half lower. Shown in this table below:

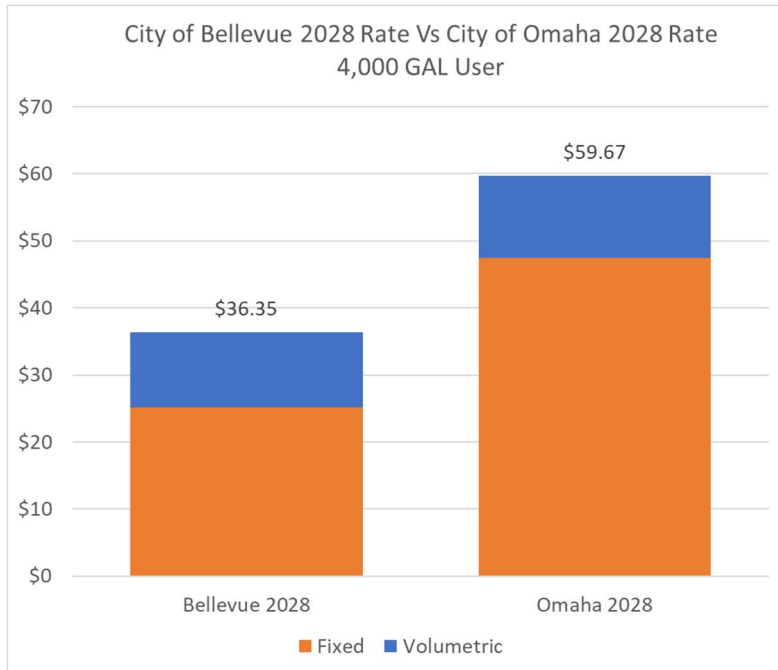


The study recommends taking a stepped approach, increasing rates slightly each year through 2028. Historically, all surrounding communities have raised rates regularly over the last five years and a similar trend is projected to continue. Based on this, we assume Bellevue’s rates will continue to remain one of the least expensive sewer charges in the area.

Assuming the same residential user consumption of 4,000 gallons per month, the recommended rate increase would result in an average increase of \$1.50 per month per user as displayed in the following chart.



The final chart in this section is a direct comparison of City of Omaha rates approved for 2028 and City of Bellevue rates recommended for 2028, showing Bellevue will still be approximately 40% lower than Omaha without sacrificing operational performance. In the next section of this report, we will explore the overall affordability of the recommended rate increases as a proportion of the Median Household Income of the community that would be spent on a year’s worth of “average bills” (termed Percent MHI), as well as examine affordability through the lens of a few other socioeconomic metrics.



Affordability for the Average Residential Customer (Percent MHI)

The most used indicator of affordability of rates is "% MHI", or "percent of median household income" spent on average bills. It is calculated as the ratio of annual water/wastewater bills at the average consumption level to the median household income of the community. There is no national standard for what an affordable % MHI value is or isn't, however the EPA sets a guideline target of 2% or less.

The department finds it an essential part of any rate study to thoroughly understand the impact recommended rate changes would have on the everyday lives of those living in our community. To do that we will not only look at %MHI for the community, but we will look at individual income brackets against our census data to ensure we fully anticipate the impact of these changes on the most vulnerable of the population and not just consider the average impact on the largest group.

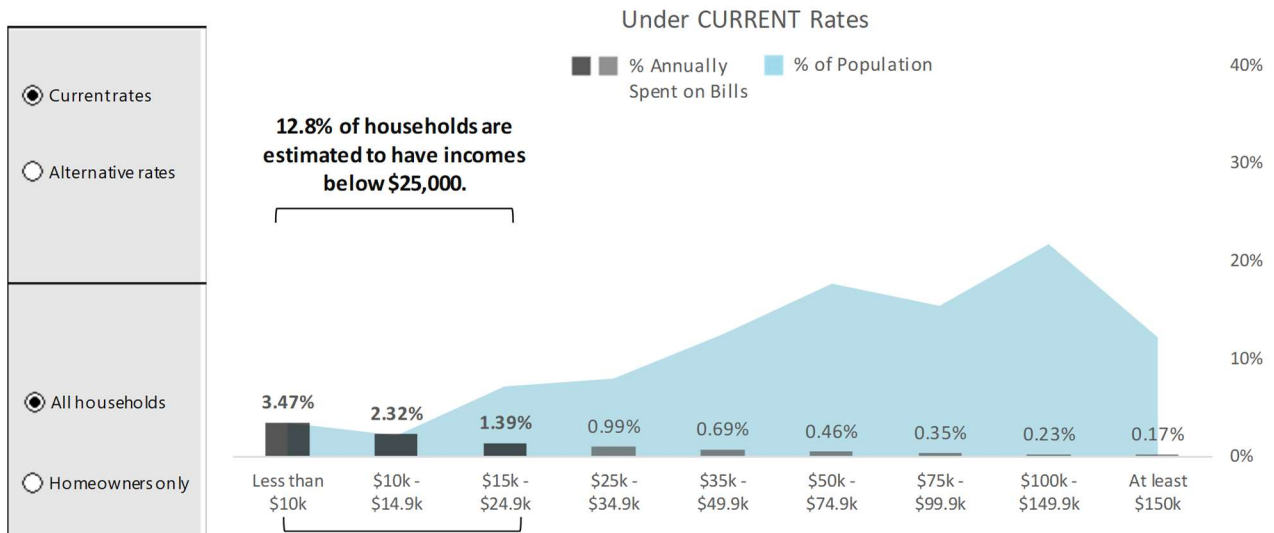
First, we can see that the %MHI associated with both the current and the proposed/alternative rates are well below the EPA 2% target. For the purposes of this assessment, the alternative rate will be presented as the final 2028 proposed rate.

	Current rates	Alternative rates
Monthly wastewater bill at 4000 gallons/month	\$28.94	\$36.35
Annual bills at same level of use	\$347.28	\$436.20
Median Household Income in 2021 for Bellevue city, Nebraska		\$73,534
Wastewater % MHI	0.47%	0.59%

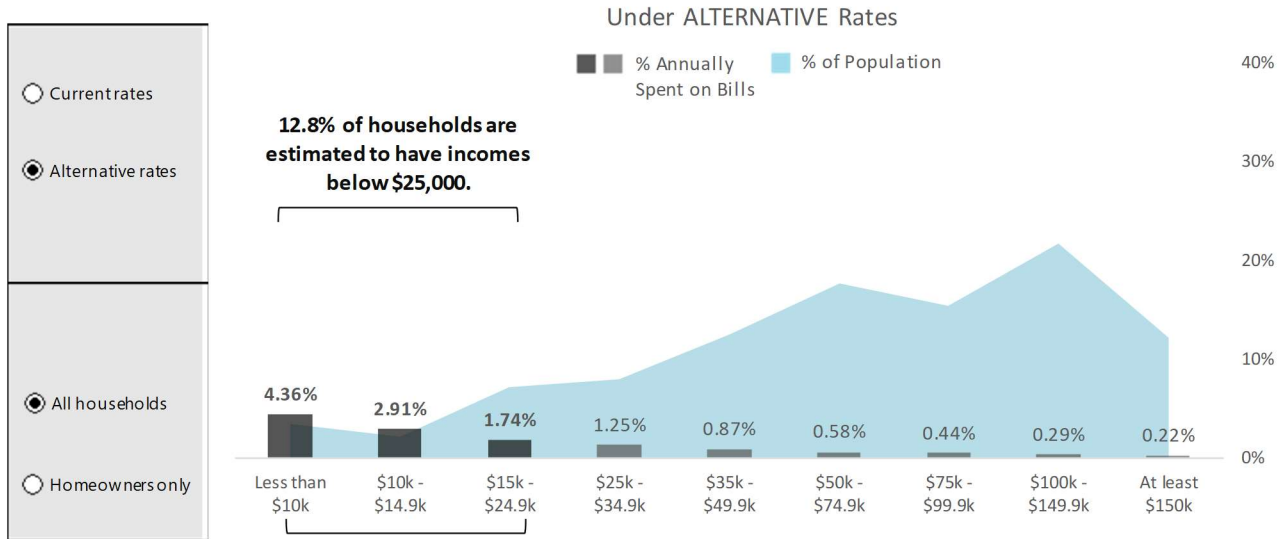
Next, we look at those households by income levels and do find that there will be on average 3% of our low-income households (below \$25,000), which make up about 12.8% of our population will be paying over that target %MHI and should be targeted for direct utility assistance programs to help bring that %MHI closer to the 2% target. You will see that illustrated in the below columns and graphs.

Income Bracket (All Households)	% of homeowners in 2021, assuming service population's income distribution mirrors that of all owner-occupied households in Bellevue city, Nebraska		Minimum portion of household income spent by these customers annually on wastewater bills at the CURRENT RATES if they are consistently charged for 4000 gallons/month		Minimum portion of household income spent by these customers annually on wastewater bills at the ALTERNATIVE RATES if they are consistently charged for 4000 gallons/month	
	% of service population in 2021, assuming service population's income distribution mirrors that of all households in Bellevue city, Nebraska	Nebraska	gallons/month	gallons/month	gallons/month	gallons/month
Less than \$10,000	3.5%	2.2%	3.47%	4.36%		
\$10,000 to \$14,999	2.1%	1.0%	2.32%	2.91%		
\$15,000 to \$24,999	7.2%	5.9%	1.39%	1.74%		
\$25,000 to \$34,999	7.9%	5.3%	0.99%	1.25%		
\$35,000 to \$49,999	12.5%	9.5%	0.69%	0.87%		
\$50,000 to \$74,999	17.6%	15.2%	0.46%	0.58%		
\$75,000 to \$99,999	15.4%	15.8%	0.35%	0.44%		
\$100,000 to \$149,999	21.7%	28.0%	0.23%	0.29%		
\$150,000 or more	12.2%	17.1%	0.17%	0.22%		

Affordability of Wastewater Rates Assessed at 4000 Gallons/Month and the 2021 Income Levels



Affordability of Wastewater Rates Assessed at 4000 Gallons/Month and the 2021 Income Levels



The indicators below are a reflection of the City of Bellevue against the state as a whole, and the entire USA. Based on the 21 census data, the comparison leads a few target socio-economic indicators that the department is aware of trending above other local and national markers taken in 2019. It is notable to state that the two indicators could be linked to post pandemic adjustments and should only be monitored at this time.

Key Socioeconomic Indicators

	Bellevue city, Nebraska in 2021	Nebraska in 2019	United States in 2019
Median Household Income	\$73,534	\$61,439	\$62,843
% Unemployment	3.6%	2.3%	3.4%
% Not in the labor force	31.9%	30.3%	36.6%
% of all people with income below poverty	8.7%	11.1%	13.4%
% with Social Security income	27.9%	29.0%	31.2%
% with Supplemental Security income	4.2%	3.9%	5.3%
% with cash public assistance income	3.4%	1.7%	2.4%
% with Food Stamp/SNAP benefits	8.6%	8.3%	11.7%

Source: U.S. Census Bureau's American Community Survey, DP03: Selected Economic Characteristics table

Affordability in this report has been assessed for the average customer, low-income customers, and a full range of households based on their various income levels. The department will always consider the financial needs and condition of the infrastructure while addressing affordability of rates. Setting artificially low rates at the expense of financial sustainability eventually leads to financial constraints that prevent the City from investing in its assets, leading to deteriorating conditions and provision of poor sanitary service reliability, ultimately harming public health.

Capital Improvement Planning

One of the most effective ways for the City to preserve financial stability and manage infrastructure reliability is to reexamine capital investments spending, or the Capital Improvement Plan. The past two years have offered a fascinating look into how different sectors have weathered the COVID-19 storm: from the necessarily capital expenditure standpoint—starved airport industry to the cresting wave of public-sector investments in renewable infrastructure.

Indeed, organizations that immediately reduce spending on capital project spend can potentially hold rates static. However, in our experience, organizations that focus on actions across the whole asset life cycle, the capital project portfolio, and the necessary foundational enablers (such as rate increases that cover immediate or short-term funding in lieu of high interest long term debt) can reduce capital project costs and timelines while creating long term value and residual returns to the City.

Although managing the capital improvement plan is complex, and many find it a struggle to connect capital investment spending with cost savings, ill-considered cuts to key projects in a capital improvement plan may jeopardize future operating performance and outcomes. The Department enters this new rate study period focusing on creating a true capital strategy with capital portfolio optimization. Targeting three distinct capital investment classifications, Growth & Development, Operations and Maintenance, and Existing Infrastructure Investment we can look to view infrastructure spending as a tool for economic stimulus, which amplifies the cyclical nature of capital expenditure deployments, while balancing infrastructure stability and reliability.

Cracking the code on capital improvement plan portfolio management is often not a core part of department daily management; instead, we focus on operating performance, where we have extensive institutional knowledge. To begin developing a direct link from operations performance to capital spend outcomes, these three investment classifications will help us determine broad impacts and implications on daily operations as we adjust and optimize that capital improvement plan portfolio.

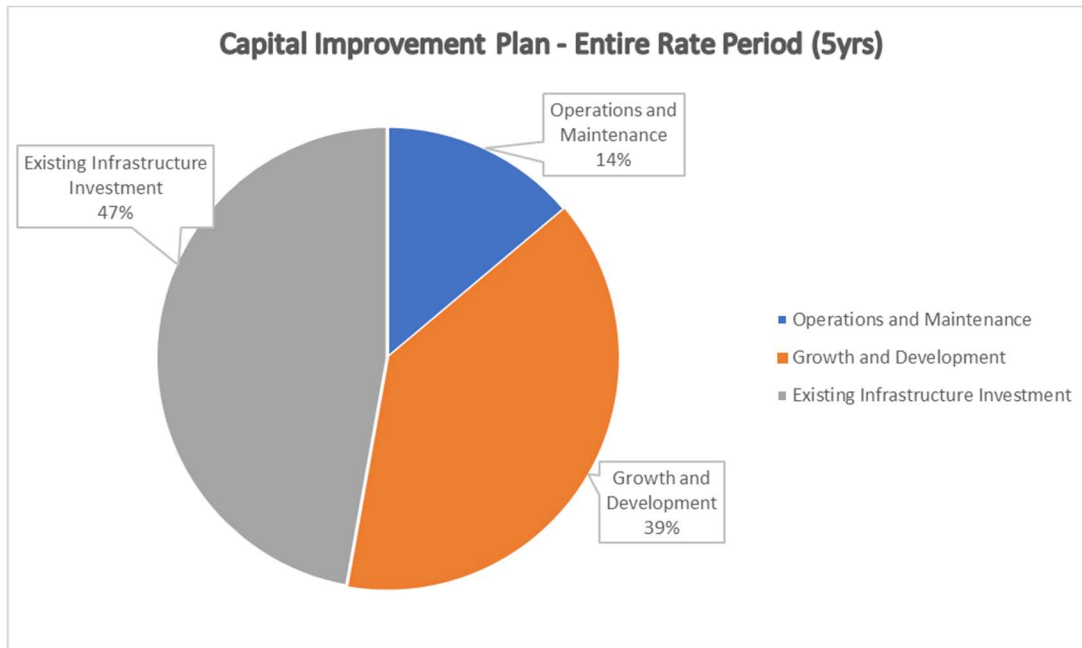
Growth and Development includes projects that can be directly linked to City growth and new or rezoned/repurposed development areas in need of sanitary infrastructure support. This could be anything from a greenfield site that extends sanitary infrastructure to support new development to newly annexed areas in need of integration into current operations through updating strategic infrastructure support points.

Operations and Maintenance is an integral part of capital investment that includes items such as fleet vehicle replacements, new and replacement heavy equipment, and upgrades or additions to emergency response equipment.

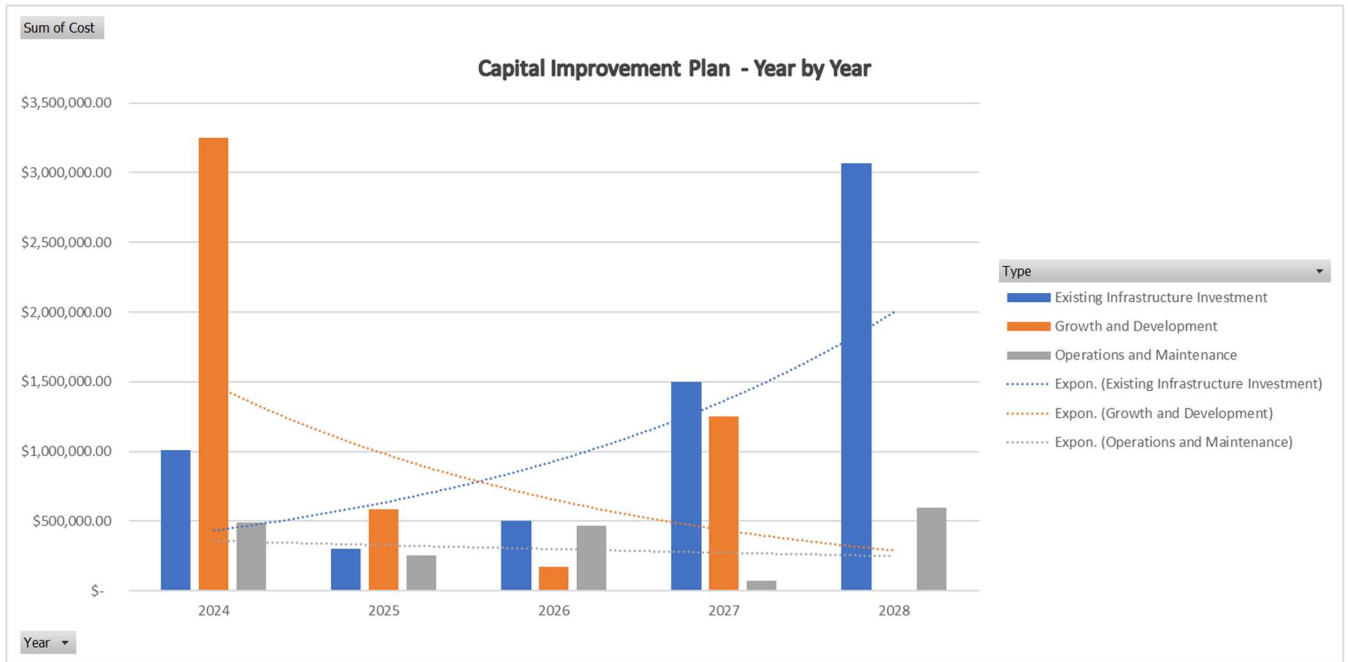
Existing Infrastructure Investment through extending the useful life of existing infrastructure and assets by planned replacements and upgrades, we can assure that we don't lose sight of the needs of the current population by compromising reliability. Without planned replacements of assets and infrastructure at the end of its useful life, we will experience more break downs, higher emergency action costs, and ultimately loss of confidence of our residents in the City to provide this integral public health service.

Within this rate study period, over 13M in capital investment is funded without the projected need to bond the fund. Bonding would obviously increase the overall cost of the capital plan, however could be looked at as a funding mechanism if the City prefers to process that premium cost to capital past this current rate period.

Here in the proceeding chart we show the capital investment portfolio mix, by classification, over the entire rate period. Focus has been given to carefully balance the capital improvement plan projects against these classification types, allowing for an optimal mix of investment dollars.



Included in the below graph and line trend you are able to see how that investment mix is loaded over the 5 year rate period.



The next three preceding pages are intended to provide budgetary projections that support the CIP total spend portfolio against the recommended rate increases and their impact on funding.

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20 - Wastewater
(In Whole Numbers)

	2024	2025	2026	2027	2028
Revenues					
4019 Sewer Collection	1,060.59	1,081.81	1,103.44	1,125.51	1,148.02
4021 Sewer User Charges	12,406,802.12	12,965,108.21	13,548,538.08	14,158,222.30	14,781,184.08
4058 Capital Facilities	180,000.00	150,000.00	153,000.00	156,060.00	159,181.20
4503 Reimbursements, Refunds & Rebates	314.25	320.54	326.95	333.48	340.15
4505 Other Miscellaneous Revenues	51.25	52.28	53.32	54.39	55.47
4511 Insurance Reimbursements	18,261.40	18,626.63	18,999.16	19,379.14	19,766.73
4805 Interest	-	-	-	-	-
4810 Bond/COP Issue Proceeds	-	-	-	-	-
4900 Budgetary Transfers In	10,000.00	-	-	-	-
Total Revenues	12,616,489.61	13,135,189.46	13,722,020.95	14,335,174.82	14,961,675.65
Salaries & Wages	-	-	-	-	-
5000 Salaries	675,640.54	689,153.35	702,936.42	716,995.14	731,335.05
5001 Overtime	14,161.91	14,445.15	14,734.05	15,028.73	15,329.31
5002 Compensatory Time	6,926.44	7,064.97	7,206.27	7,350.39	7,497.40
5003 Sick	31,783.20	32,418.86	33,067.24	33,728.59	34,403.16
5004 Vacation	29,529.23	30,119.81	30,722.21	31,336.65	31,963.38
5006 Military Leave	-	-	-	-	-
5007 Beeper Time	10,400.00	10,608.00	10,820.16	11,036.56	11,257.29
5009 Other Pay	10,000.00	10,200.00	10,404.00	10,612.08	10,824.32
5010 Longevity	9,046.65	9,227.58	9,412.13	9,600.38	9,792.38
5013 Administrative Leave Bank	3,868.35	3,945.72	4,024.63	4,105.12	4,187.23
5014 Vacation Leave Cash In	7,290.83	7,436.64	7,585.37	7,737.08	7,891.82
5025 Call-In / Call-Out OT	4,792.39	4,888.24	4,986.00	5,085.72	5,187.43
5028 Funeral Leave	1,243.84	1,268.71	1,294.09	1,319.97	1,346.37
5034 Holiday Pay	36,320.36	37,046.77	37,787.71	38,543.46	39,314.33
Total Salaries & Wages	841,003.73	857,823.80	874,980.28	892,479.88	910,329.48
Fringe Benefits	-	-	-	-	-
5101 Social Security ER	49,781.18	50,776.80	51,792.33	52,828.18	53,884.74
5102 Medicare-Employer	11,641.95	11,874.79	12,112.28	12,354.53	12,601.62
5203 414h Match-Civilian	50,549.93	51,560.92	52,592.14	53,643.98	54,716.86

5300	Employee Wellness Incentive	210.64	214.85	219.15	223.53	228.00
5301	Health Insurance	186,191.25	189,915.08	193,713.38	197,587.64	201,539.40
5302	Life Insurance (Group Term Life & AD&D)	1,437.56	1,466.31	1,495.64	1,525.55	1,556.06
5304	Dental Insurance	5,219.81	5,324.21	5,430.69	5,539.31	5,650.09
5305	Disability Insurance	2,026.43	2,066.95	2,108.29	2,150.46	2,193.47
	Total Fringe Benefits	307,058.74	313,199.91	319,463.91	325,853.19	332,370.25
		-	-	-	-	-
	Total Personnel	1,148,062.46	1,171,023.71	1,194,444.19	1,218,333.07	1,242,699.73
		-	-	-	-	-
	Department Expenditures	-	-	-	-	-
6005	Copier	744.15	759.03	774.21	789.70	805.49
6019	Postage	15.38	15.68	16.00	16.32	16.64
6021	Training Programs	12,500.00	12,750.00	13,005.00	13,265.10	13,530.40
6024	Meals & Incidentals	555.04	566.14	577.46	589.01	600.79
6034	Contractual Services	25,000.00	25,500.00	26,010.00	26,530.20	27,060.80
6040	Cleaning & Cleaning Supplies	399.75	407.75	415.90	424.22	432.70
6043	Office Supplies	3,213.38	3,277.64	3,343.20	3,410.06	3,478.26
6060	Bank & Credit Card Transaction Fees	193.73	197.60	201.55	205.58	209.69
6061	Workers Compensation Claims	6,738.86	6,873.64	7,011.11	7,151.33	7,294.36
6062	Liability Claims	10,000.00	10,200.00	10,404.00	10,612.08	10,824.32
6063	Property Damage Claims	-	-	-	-	-
6100	Telephone	8,816.03	8,992.35	9,172.19	9,355.64	9,542.75
6101	Water	1,960.31	1,999.52	2,039.51	2,080.30	2,121.91
6102	Electricity	44,782.76	45,678.42	46,591.99	47,523.83	48,474.30
6103	Natural Gas	6,975.64	7,115.15	7,257.45	7,402.60	7,550.65
6104	Cell Phone	16,834.09	17,170.77	17,514.18	17,864.47	18,221.76
6105	Internet	3,731.51	3,806.14	3,882.27	3,959.91	4,039.11
6200	Fuel	34,135.58	34,818.29	35,514.65	36,224.95	36,949.44
6201	Uniforms	3,200.00	3,264.00	3,329.28	3,395.87	3,463.78
6202	Safety Boots	3,500.00	3,570.00	3,641.40	3,714.23	3,788.51
6203	Safety Equipment	32,000.00	32,640.00	33,292.80	33,958.66	34,637.83

6232	Billing Fees (MUD, ZIRMED, Etc.)	484,904.44	494,602.53	504,494.58	514,584.47	524,876.16
6235	Sewer Treatment-City of Omaha	7,630,490.70	7,963,943.14	8,311,171.06	8,674,369.24	9,053,439.18
6241	Freight Charges	1,811.18	1,847.40	1,884.35	1,922.03	1,960.47
6242	Equipment Rental/Operating Leases	2,500.00	2,550.00	2,601.00	2,653.02	2,706.08
6246	Refunds	-	-	-	-	-
6247	Lease Agreements	-	-	-	-	-
6317	Bldg Maint-All Other Buildings	3,700.00	3,774.00	3,849.48	3,926.47	4,005.00
6331	Lift Station Maintenance	90,000.00	91,800.00	93,636.00	95,508.72	97,418.89
6332	Sewer System Maintenance	150,000.00	153,000.00	156,060.00	159,181.20	162,364.82
6333	Control System Maintenance	3,500.00	3,570.00	3,641.40	3,714.23	3,788.51
6349	Vehicle & Equipment Repairs	20,000.00	20,400.00	20,808.00	21,224.16	21,648.64
6350	Vehicle Maintenance	30,000.00	30,600.00	31,212.00	31,836.24	32,472.96
6351	Equipment Maintenance & Repair	2,000.00	2,040.00	2,080.80	2,122.42	2,164.86
6360	Radio Maintenance	-	-	-	-	-
6401	Concrete/Cement	12,500.00	12,750.00	13,005.00	13,265.10	13,530.40
6405	Chemicals	-	-	-	-	-
6413	Seed & Fertilizer	800.00	816.00	832.32	848.97	865.95
6415	Tools	800.00	816.00	832.32	848.97	865.95
6433	Small Equipment	-	-	-	-	-
6450	Office Furniture & Equipment (non-capitalized)	1,200.00	1,224.00	1,248.48	1,273.45	1,298.92
6451	Software & Licenses (non-capitalized)	8,000.00	8,160.00	8,323.20	8,489.66	8,659.46
6506	Licenses & Fees	200.00	204.00	208.08	212.24	216.49
	Total Department Expenditures	8,657,702.50	9,011,699.18	9,379,882.22	9,764,454.62	10,165,326.26
	Operational Expenses	-	-	-	-	-
	Capital Expenditures	9,805,764.96	10,182,722.89	10,574,326.41	10,982,787.69	11,408,025.99
7000	Sewer Construction	-	-	-	-	-
7110	Vehicle Purchase/Major Overhaul	4,285,000.00	1,140,000.00	1,140,000.00	2,820,000.00	2,160,000.00
	Total Capital Expenditures	4,725,000.00	1,140,000.00	1,140,000.00	2,820,000.00	2,160,000.00
	Other Expenditures	-	-	-	-	-
8000	Bond Principal	260,000.00	265,200.00	270,504.00	275,914.08	281,432.36
8002	Capital Lease Principal	67,614.00	68,966.28	70,345.61	71,752.52	73,187.57
8100	Bond Interest	36,112.80	36,835.06	37,571.76	38,323.19	39,089.66

8102	Capital Lease Interest	1,380.68	1,408.29	1,436.45	1,465.18	1,494.49
8300	Paying Agent Fees	-	-	-	-	-
	Total Other Expenditures	365,107.48	372,409.62	379,857.82	387,454.97	395,204.07
	Transfers	-	-	-	-	-
9000	Budgetary Transfers Out	280,000.00	285,600.00	291,312.00	297,138.24	303,081.00
	Total Transfers	280,000.00	285,600.00	291,312.00	297,138.24	303,081.00
	Total Expenditures	15,175,872.44	11,980,732.52	12,385,496.22	14,487,380.90	14,266,311.07
	Net Revenues	(2,559,382.83)	1,154,456.94	1,336,524.73	(152,206.08)	695,364.58

Sec. 31-145. - Rates generally.

Based upon the 2022 City of Omaha Regional Wastewater Service Sewer Rate Model Update, the sewer service charges shall be levied as determined by the city administration upon the user of the premises, property or structures of every kind, nature and description, which have water service from any supply source and are connected directly or indirectly with the sewerage system of the city.

(Code 1980, § 31-145; Ord. No. 37495, § 2, 9-26-06; Ord. No. 38427, § 1, 6-2-09; Ord. No. 39508, § 1, 10-30-12; Ord. No. 40043, § 1, 7-15-14; Ord. No. 41563, § 2, 7-10-18; Ord. No. 43216, § 1, 12-13-22)

Editor's note— Section 5 of Ord. No. 38427 provided for an effective date of Jan. 1, 2010.

Sec. 31-148. - Special rates.

Whenever, by reason of special conditions, the application of the rates specified in sections 31-145 through 31-147 would be inequitable or unfair to either the city or the user, or in cases where the character of the sewage from sewer service users is such that an additional burden is placed upon the sewerage system greater than that imposed by the average sewage delivered to the sewage disposal plant, the finance director, with the approval of the mayor, shall recommend special rates which are equitable and fair to all parties concerned and, when approved by resolution of the city council, such special rates shall control. When special rates are requested to allow for in-plant use of water which does not go to the sewer system, it shall be mandatory that a sewage meter or separate water meter be installed whenever reasonably possible, and, in all other instances, the burden shall be upon the user requesting such special rate to prove said in-plant usage. Service charge exemptions for water use separately metered, which does not flow into the sewer system, may be granted for specifically identified water meters by the mayor without council approval upon the recommendation of the finance and public works departments.

(Code 1980, § 31-148)

Sec. 31-157. - Meters.

Whenever a sewer service user obtains all or a part of its water service from any privately owned and operated supply source, it shall report the name and address of such privately owned and operated supply source to the city and shall, at its own cost and expense, provide meter facilities satisfactory to the city, for determining the volume of water obtained from such privately owned and operated supply source, so that, based thereon, the proper sewer service charge may be levied in accordance with sections 31-145 through 31-147; provided, however, sewer service users may, at their option and expense, and with the approval of the city, install sewage meters to measure all sewage discharged into the sanitary, combination, or storm sewers. The rates specified in sections 31-145 through 31-147 shall apply equally to sewage meters.

(Code 1980, § 31-157)

Sec. 31-147. - Schedule of charges.

The total sewer service charge for each sewer service user shall be the sum of four charges: (1) customer charge, (2) flow charge, (3) commercial and industrial facilities charge, and (4) abnormal charge; provided that the monthly sewer service charge for a sewer service user shall not be less than the customer charge and the facilities charge for applicable classes.

	2023	2024	2025	2026	2027	2028
(a) The customer charge is as follows:						
(1) For residential sewer service users, per month	\$43.29	\$43.89	\$44.50	\$45.12	\$45.74	\$46.38
(2) For general commercial sewer service users, per month	20.51	21.21	21.94	22.69	23.46	24.27
(3) For large commercial sewer service users, per month	20.60	21.30	22.03	22.79	23.57	24.37
(4) For general industrial sewer service users, per month	1121.55	1159.92	1199.61	1240.66	1283.11	1327.01
(5) For large industrial sewer service users, per month	1121.55	1159.92	1199.61	1240.66	1283.11	1327.01
(6) For bulk I sewer service users, per account, per month	756.23	789.18	823.56	859.45	896.89	935.97
(7) For bulk II sewer service users, per account, per month	6.20	6.47	6.75	<u>7.05</u>	7.35	7.67
(b) The flow charge for all residential sewer service users shall be, per 100 cubic feet	3.798	3.851	3.904	3.958	4.013	4.069

The flow charge for all commercial and industrial sewer service users shall be, per 100 cubic feet	2.060	2.130	2.203	2.279	2.357	2.437
The flow charge for all bulk sewer service users shall be, per 100 cubic feet	2.821	2.944	3.072	3.206	3.346	3.492
(c) The facilities charge for all commercial and industrial sewer service users, per account, per month, by meter size:						
(1) 5/8 inch meter	45.37	46.92	48.53	50.19	51.91	53.68
(2) 3/4 inch meter	67.73	70.05	72.44	74.92	77.49	80.14
(3) 1 inch meter	113.10	116.97	120.97	125.11	129.39	133.82
(4) 1.5 inch meter	225.53	233.25	241.23	249.48	258.02	266.85
(5) 2 inch meter	360.97	373.32	386.09	399.30	412.97	427.10
(6) 3 inch meter	790.35	817.39	845.36	874.28	904.20	935.13
(7) 4 inch or larger meter	1422.23	1470.89	1521.22	1573.27	1627.10	1682.77
(d) The abnormal charge for all sewer service users shall be the sum of the following:						
(1) For abnormal suspended solids, per ton [>300 mg/L]	323.96	343.35	363.89	385.67	408.74	433.20

(2) For abnormal BOD, per ton [>240 mg/L]	509.75	540.25	572.58	606.84	643.16	681.64
(e) The charge per day for extra sampling days shall be	807.53	831.75	856.71	882.41	908.88	936.15
(f) The charge for installation of a temporary primary device shall be	1583.56	1631.06	1680.00	1730.40	1782.31	1835.78
(g) Industrial pretreatment monitoring charge, per month	96.57	99.46	102.45	105.52	108.69	111.95
(h) The charge for septic tank contents disposal shall be, per 1,000 gallons	38.94	41.21	43.61	46.15	48.84	51.69
(i) City of Omaha hand billing charge	15.48	15.94	16.42	16.91	17.42	17.95
(j) Reinspection fee	0.00	100.00	103.00	106.09	109.27	112.55

The sewer service charges prescribed in this section shall be applicable to water use per meter readings taken or estimates calculated January 1 through December 31 of the calendar year indicated at the top of each such column except for the year 2028, which shall remain applicable thereafter until amended.

The sewer service charges provided for herein for the 2023, 2024, 2025, 2026, 2027, and 2028, may be reallocated among the components of the charge, specifically the customer charge, flow charge, commercial and industrial facilities charge and abnormal charge, when and if it is determined that the allocations provided for herein should be amended to provide for an equitable distribution of the costs of providing such service. An audit of the sewer service charges shall be conducted every five years, to begin five years after the effective date of this amendment.

(Code 1980, § 31-147; Ord. No. 37495, § 3, 9-26-06; Ord. No. 38427, § 2, 6-2-09; Ord. No. 39508, § 2, 10-30-12; Ord. No. 40043, § 2, 7-15-14; Ord. No. 41563, § 2, 7-10-18; Ord. No. 43216, § 2, 12-13-22)

Sec. 31-158. - Additional customer charges.

In addition to the customer charges set out in section 31-147, the following customer charges are hereby imposed which shall be added to the sewer user billings for new total customer charges.

(1) For residential sewer service users, per month:

2023	2024	2025	2026	2027	2028
\$0.98	\$1.00	\$1.03	\$1.06	\$1.08	\$1.11

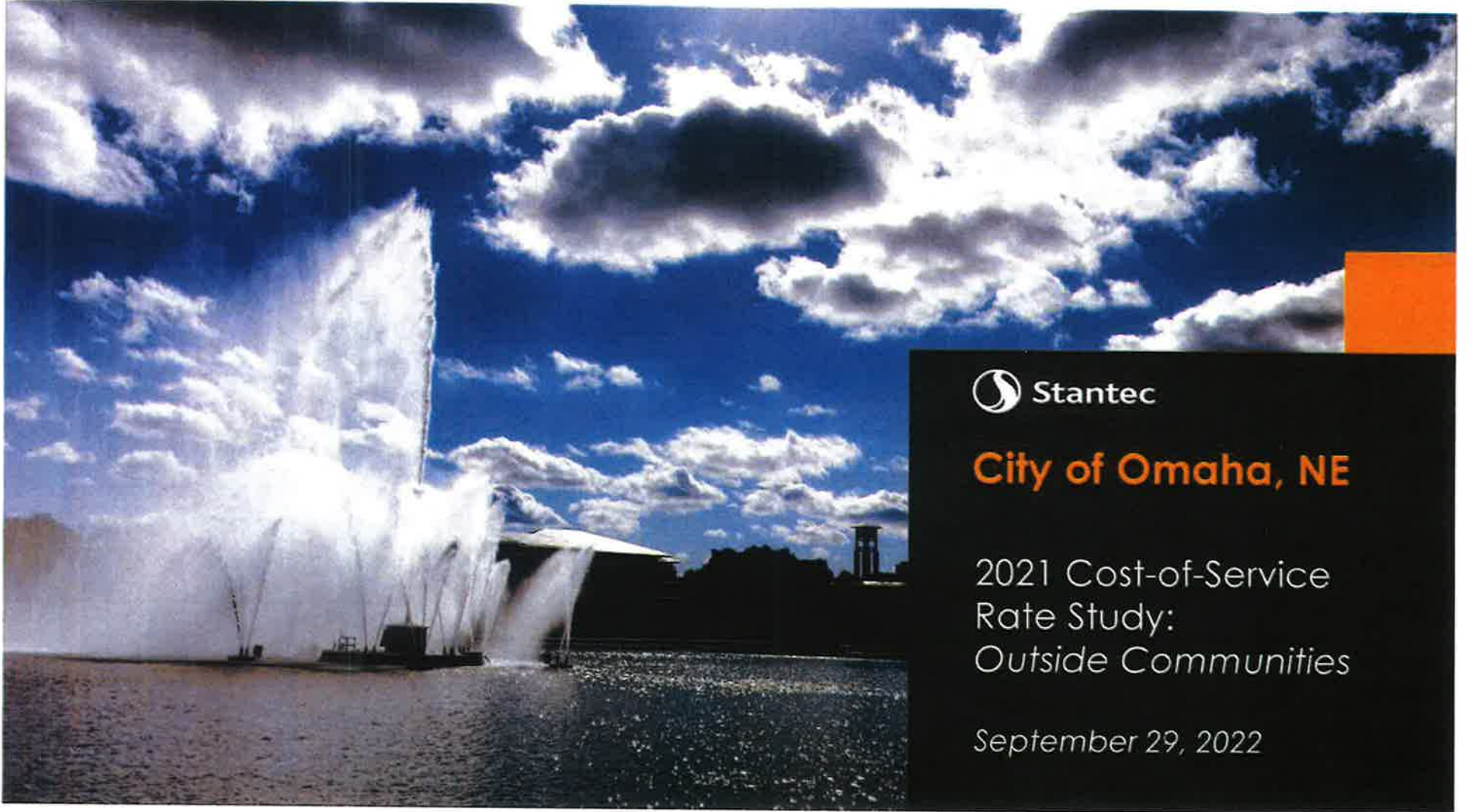
(2) For general commercial, large commercial, general industrial, and large industrial sewer service users, per month:


2023	2024	2025	2026	2027	2028
\$1.58	\$1.62	\$1.66	\$1.70	\$1.74	\$1.79

The additional charges prescribed in this section shall be applicable for the billing periods within January 1 through December 31 of the calendar year indicated at the top of each such column. The charges imposed for 2028 shall remain in effect after the end of 2028 until this section is amended. That the finance department shall maintain a separate enterprise fund to be used only for storm water management activities and to effect periodic transfers from the sewer revenue fund to the storm water management fund in amounts equal to revenue from the increases in the customer charges listed above.

(Ord. No. 36372, § 2, 8-26-03; Ord. No. 38427, § 3, 6-2-09; Ord. No. 40043, § 3, 7-15-14; Ord. No. 41563, § 2, 7-10-18; Ord. No. 43216, § 3, 12-13-22)

Editor's note— Section 5 of Ord. No. 38427 provided for an effective date of Jan. 1, 2010.



 Stantec

City of Omaha, NE

2021 Cost-of-Service
Rate Study:
Outside Communities

September 29, 2022

The Three (3) Step Rate Study Process

Step 1: How Much?



Revenue Sufficiency

- Achieve financial policies & targets
- Fund system investment needs
- Sustainably fund operations

Step 2: From Whom?



Defensible Allocation Methods

- Utilize **industry accepted approaches**
- Maintain **fair and equitable** allocation of costs
- Determine correct and appropriate units of service

Step 3: How to Collect?

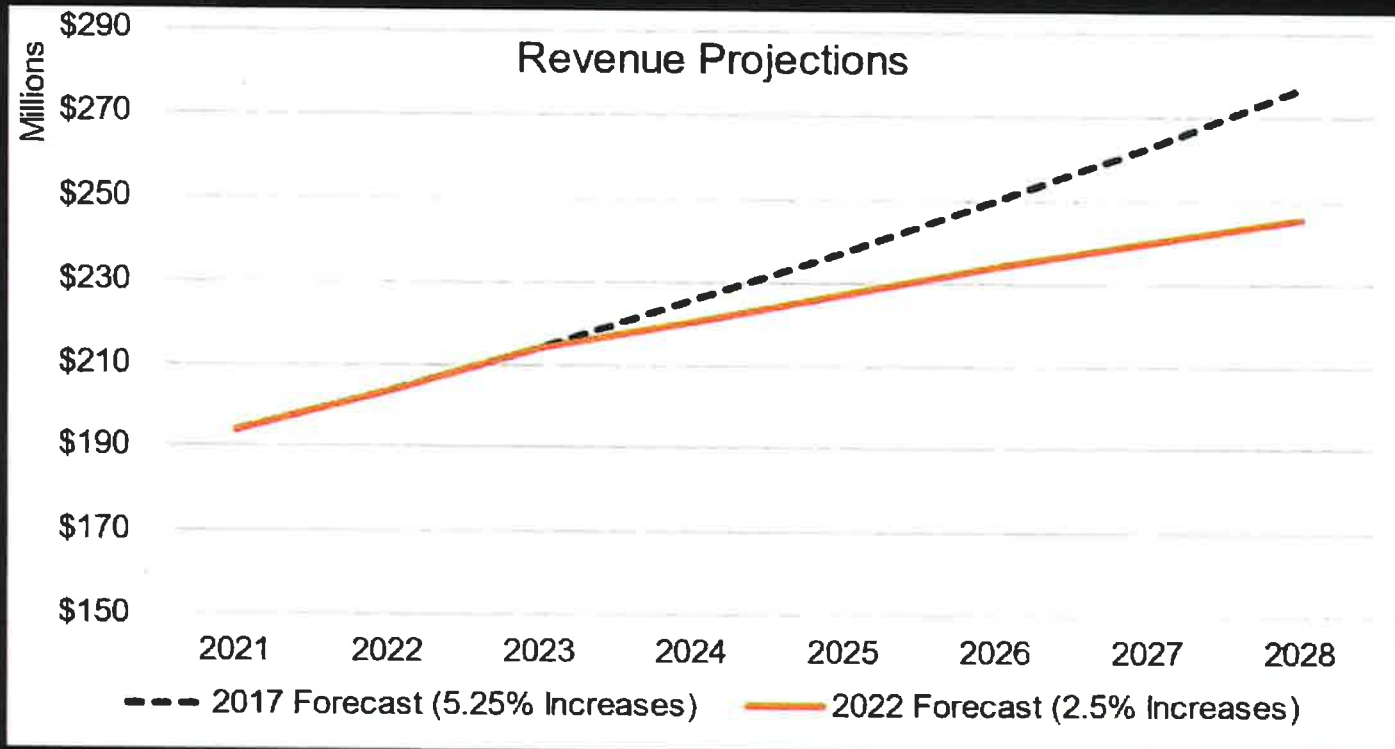


Simple, Equitable & Sustainable Rates

- Balance affordability and financial objectives
- Accomplish revenue stability
- Clear communication of costs



Financial Forecast Update





Customer Class Rate Increases

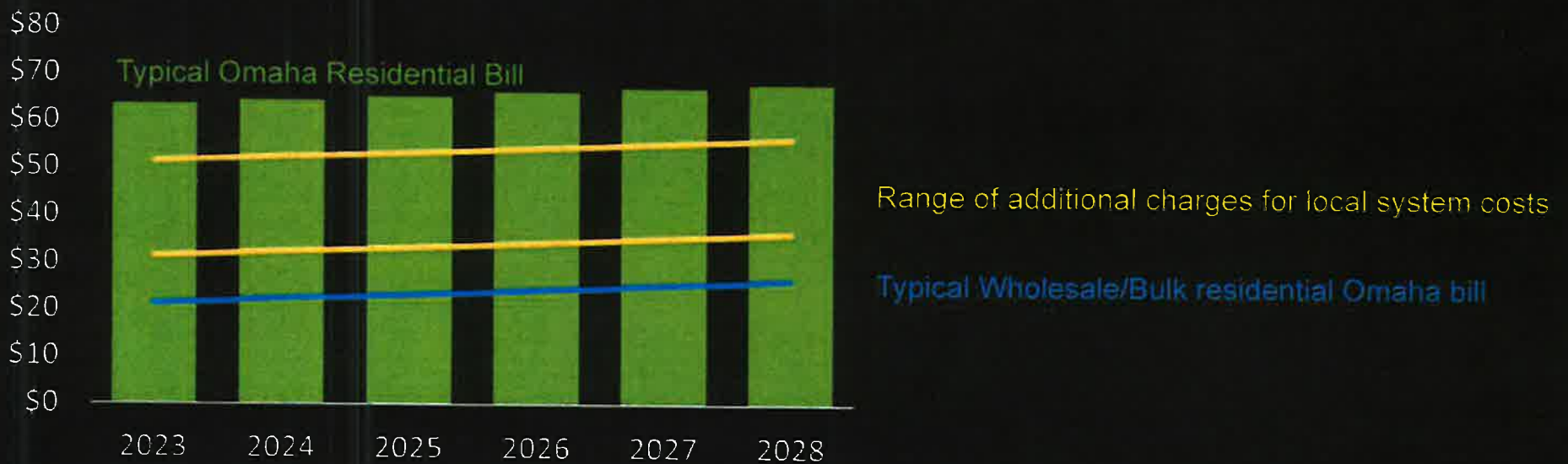


■ 2017 Forecast

■ 2022 Forecast

- Rate increases differ by customer class
 - Wholesale/Bulk I: Flow is measured by single meter
 - Wholesale/Bulk II: Flow is estimated using MUD bills
- Last cost allocation update occurred in 2009
- Changing costs, usage, and growth impact allocations
- Allocations updated based on industry-approved methods
- Maintain equity among customers over the next five years

Monthly Bills - Residential City & Bulk/Wholesale Customers



*Based on 4,000 gallons per month

Customers in bulk/wholesale communities currently pay an additional charge of about \$10 to \$30 dollars per month for services provided by their local utility.

Monthly Bills - Residential City & Bulk/Wholesale Customers

Monthly Bills	2023	2024	2025	2026	2027	2028
Omaha Customer Typical Residential Bill (4,000 gallons)	\$63.60	\$64.48	\$65.38	\$66.28	\$67.20	\$68.13
Wholesale Typical Residential Cost passed on from Omaha*	\$21.28	\$22.21	\$23.18	\$24.19	\$25.24	\$26.34

**Residents in Wholesale communities currently pay an additional \$10 to \$30 dollars per month for local sewer services*

- Omaha Residential bills increase by about \$4.50 over 5-years
- Omaha bills for residents in wholesale communities increase by about \$5.00 over 5-years

Historical Monthly Bills - Residential City & Bulk/Wholesale Customers

Monthly Bills	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Omaha Resident	\$12.67	\$13.80	\$16.89	\$21.57	\$27.08	\$33.97	\$38.21	\$41.59	\$45.27	\$49.25	\$51.83	\$54.55	\$57.42	\$60.43
Wholesale Resident*	\$5.14	\$5.42	\$6.59	\$8.10	\$9.78	\$11.82	\$12.74	\$13.88	\$15.12	\$16.48	\$17.34	\$18.25	\$19.21	\$20.22

*Residents in Wholesale communities currently pay an additional \$10 to \$30 dollars per month for local sewer services

- Omaha Residential bills increase by about \$48 since 2009
- Omaha bills for residents in wholesale communities increase by about \$15 since 2009



How Much?

Financial Plan & Revenue Requirements

Step 1: Financial Planning

Assumptions & Forecasts:

- Customer demands
- Account growth
- Inflation
- Capital costs and project schedules
- Borrowing terms

Policy Decisions:

- Reserve requirements
 - Operating Reserve
 - Capital Reserve
- Key performance indicators and targets
 - Debt service coverage
 - Days cash on hand
- Capital funding sources
 - Cash
 - Revenue Bonds
 - SRF Loans
 - WIFIA Loan

The image shows a screenshot of a Fitch Ratings report titled "U.S. Water and Sewer Rating Criteria". The report is categorized under "Public Finance" and "Water & Sewer / U.S.A.". It includes a table of contents on the left, a "Scope" section, and a "Related Criteria" section. A large 3D pie chart graphic is overlaid on the right side of the page, with a blue water drop icon above it. The text "Cash Reserve Policy Guidelines" is overlaid at the bottom of the page.

Fitch Ratings Public Finance
Water & Sewer / U.S.A.
U.S. Water and Sewer Rating Criteria
Sector-Specific Criteria

Table of Contents:

Issue Title	Page
Scope	1
Key Rating Drivers	2
Revenue Certainty	3
Operating Costs	4
Capital Expenditures	5
Debt Service	6
Reserve Requirements	7
Water and Sewer	8
Wastewater Treatment	9
Stormwater Management	10
Water and Sewer	11
Wastewater Treatment	12
Stormwater Management	13

Scope:

The report provides U.S. Water and Sewer Rating Criteria, which are used by Fitch Ratings to assess the creditworthiness of public utilities in the water and sewer sectors.

Related Criteria:

Rating Criteria for Public Sector Revenue-Dependent Debt (February 2016)
U.S. Public Finance Top-Supplier Rating Criteria (July 2015)

Analysis:

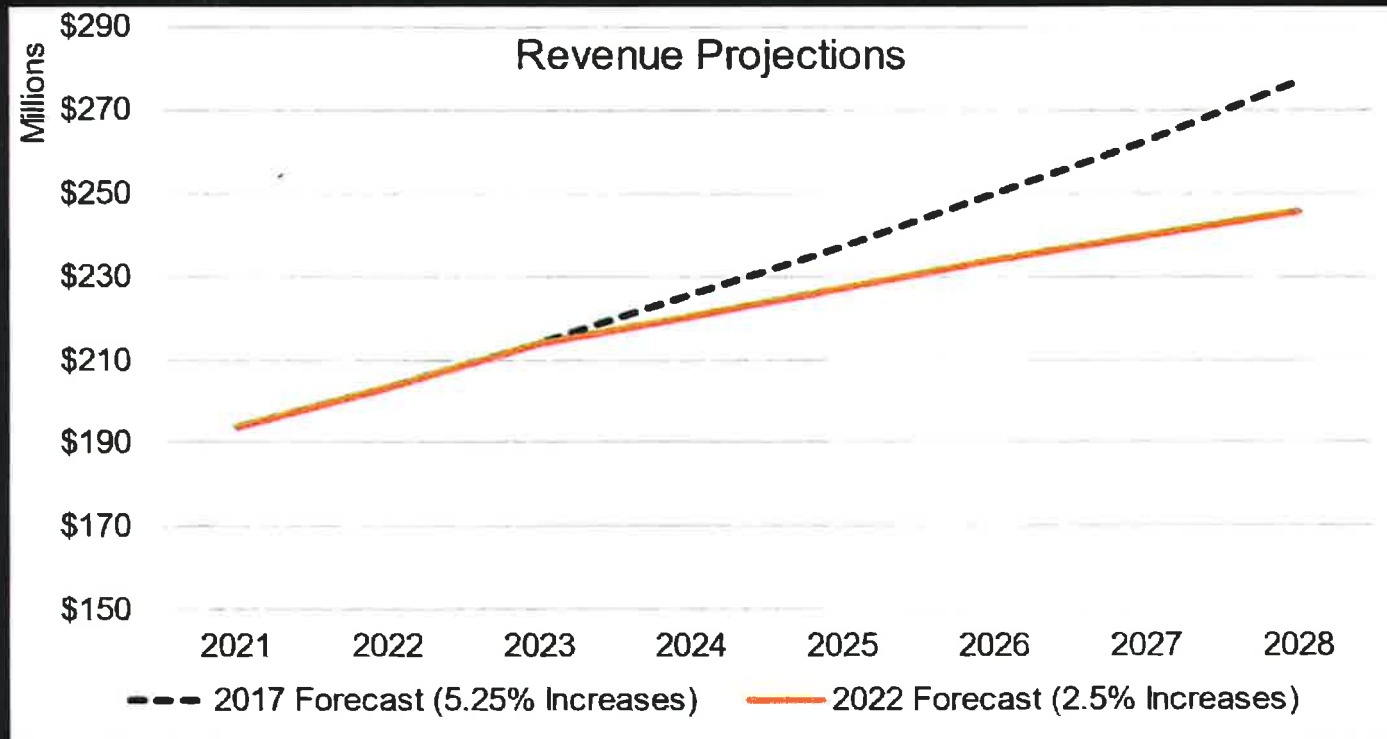
David S. Lee
+1 212 219-2020
dslee@fitchratings.com

James Roberts
+1 212 219-2076
jroberts@fitchratings.com

Cash Reserve Policy Guidelines



Financial Forecast Update





Drivers of Financial Forecast

Operations:

- Finance Department budget management
- Public Works Department ongoing optimization
- Efficiencies in operations
- Historical and future customer base expansion from bulk customers
- Resource recovery revenue generation

Capital Improvement Program:

- CSO Program success
- Nutrient regulations
- Improved technology
- Optimization of low-cost financing (SRF loans)
- Focus on water resource recovery facility (WRRF) projects to protect economic growth

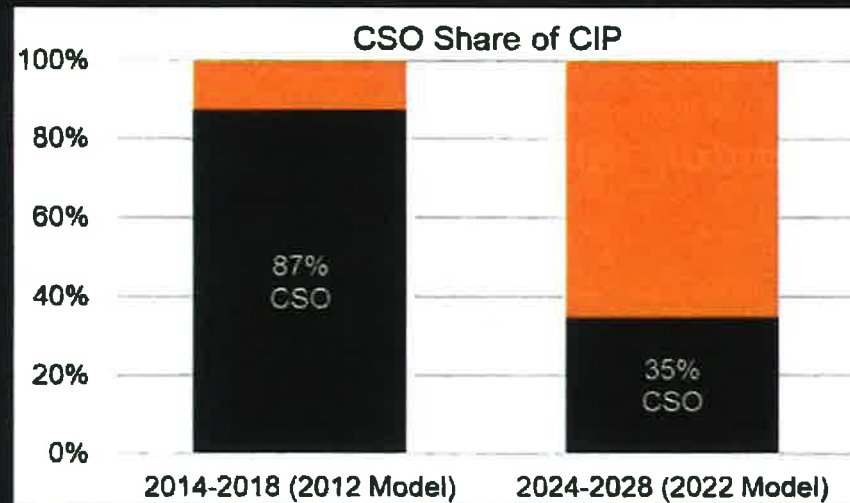


Changes in Cost Drivers

12

2014-18 ordinance developed in 2012 vs 2024-28 ordinance in 2022:

- Shift from Combined Sewer Overflow (CSO) focus to treatment focus in CIP
 - Facilities Master Plan identifies major treatment facility needs
 - Interceptor upgrades maintain and protect level of service
 - Impacts both capital and O&M
 - CSO and treatment costs allocated to customers differently





From Whom?

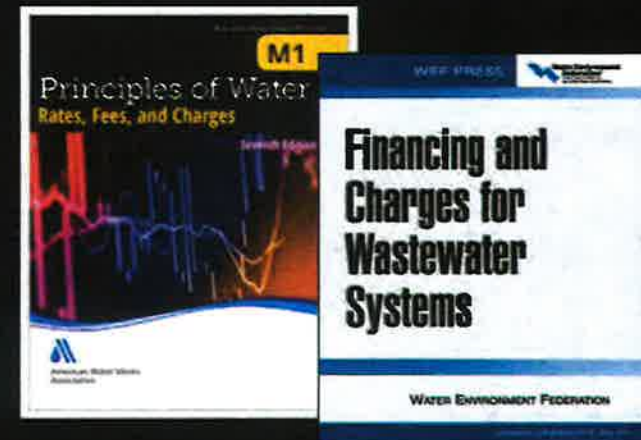
Cost-of-Service Analysis

Step 2: Cost Allocations

14

- Utilities are made up of different functions that drive costs
- Different customer types use the system functions differently and, as a result, the costs to serve these customer types can and do vary
- Studies use estimates for customer demands and wastewater strengths based on available data that can be updated in the future as information becomes available

"By the book" approaches



Goal: Determine the **cost to serve** each class and collect revenue from each class consistent with the cost of providing service and meeting City objectives.



Changes in Cost Allocations

Cost allocations last updated in 2009

Treatment portion of CIP allocated more to flow & strength

- *Yields increased allocation to customer classes with a higher proportion of variable revenue*

Portion of treatment and CSO CIP allocated uniformly to all connections

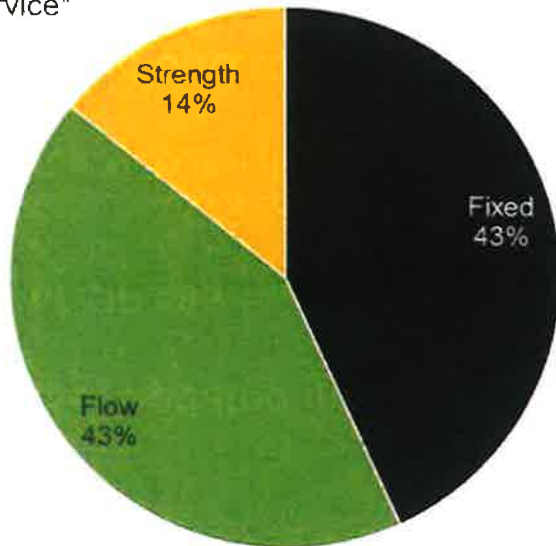
- *Allocates a share of capital costs for environmental quality to all residents & businesses*



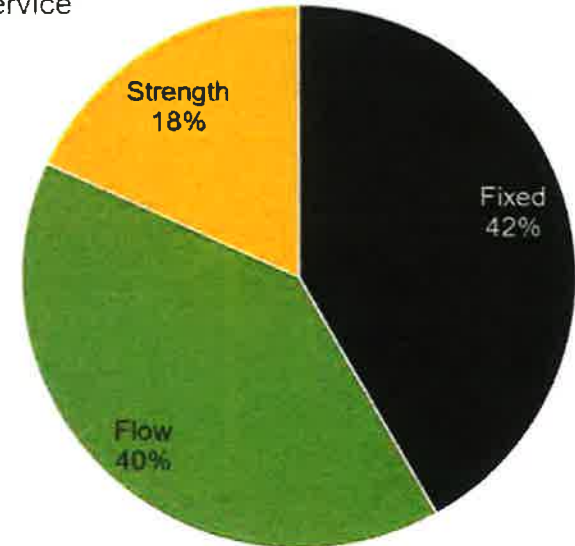


Rebalancing Costs of Service – 2021 vs 2028

2021 Cost of Service*



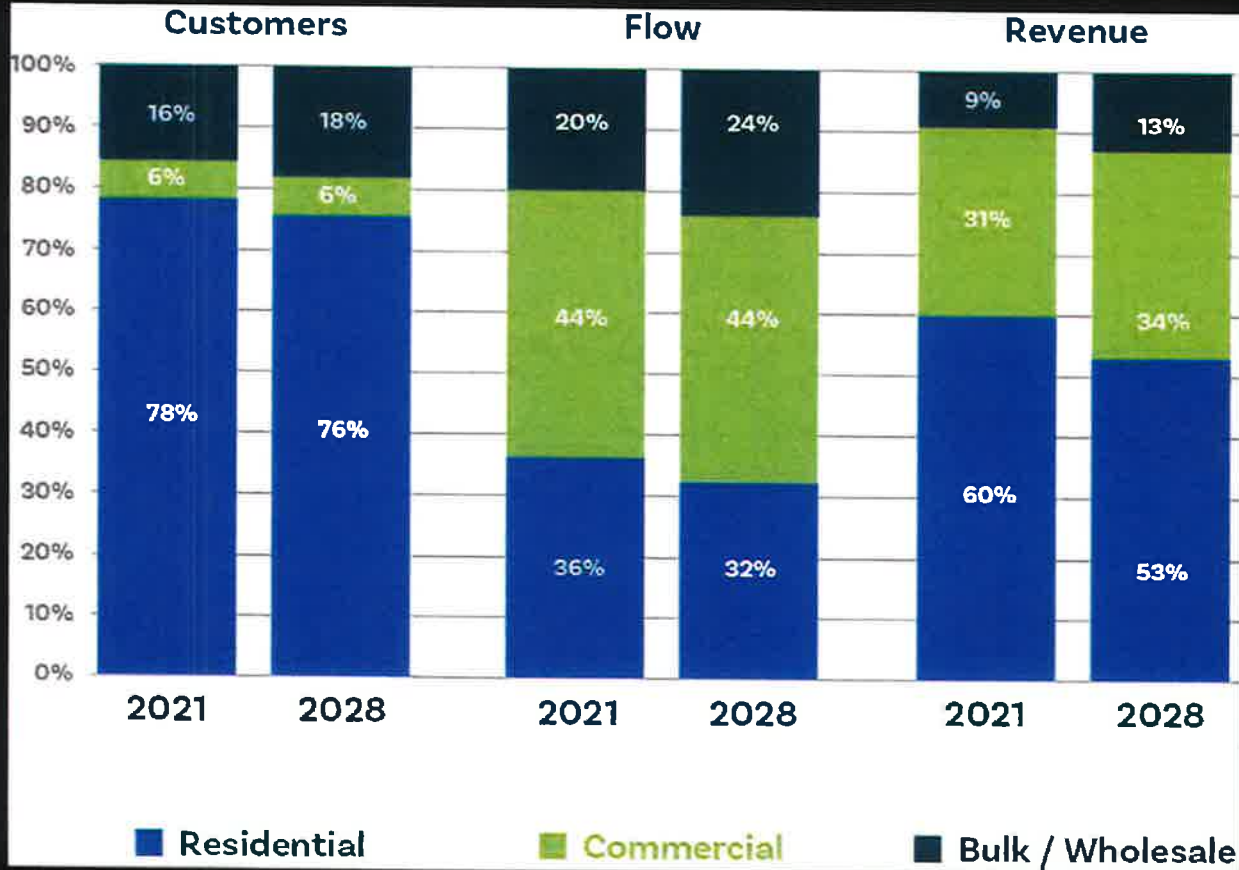
2028 Cost of Service



* Estimated COS based on 2021 Revenue & Billing Units



Customer Characteristics - 2021 vs 2028





How to Collect?

Rate Structure Design



Step 3: Rate Design

Typical Focus

Customer Charges

- Administrative, billing, customer service, & some fixed costs

Flow Rates

- Flow-related and typical wastewater strength costs

Facilities Charge

- Portion of commercial/industrial flow-related costs

Abnormal Strength Charges

- High pollutant strength

Typically charged only to commercial & industrial customers



Rate Ordinance: Customer and Flow Charges

	Customer Charge per month					
<i>Customer Type</i>	2023	2024	2025	2026	2027	2028
Residential	\$ 43.29	\$ 43.89	\$ 44.50	\$ 45.12	\$ 45.74	\$ 46.38
General Commercial	\$ 20.51	\$ 21.21	\$ 21.94	\$ 22.69	\$ 23.46	\$ 24.27
Large Commercial	\$ 20.60	\$ 21.30	\$ 22.03	\$ 22.79	\$ 23.57	\$ 24.37
General Industrial	\$ 1,121.55	\$ 1,159.92	\$ 1,199.61	\$ 1,240.66	\$ 1,283.11	\$ 1,327.01
Large Industrial	\$ 1,121.55	\$ 1,159.92	\$ 1,199.61	\$ 1,240.66	\$ 1,283.11	\$ 1,327.01
Bulk I sewer	\$ 756.23	\$ 789.18	\$ 823.56	\$ 859.45	\$ 896.89	\$ 935.97
Bulk II sewer	\$ 6.20	\$ 6.47	\$ 6.75	\$ 7.05	\$ 7.35	\$ 7.67
	Flow Charge per 100 cubic ft					
<i>Customer Type</i>	2023	2024	2025	2026	2027	2028
Residential	\$ 3.798	\$ 3.851	\$ 3.904	\$ 3.958	\$ 4.013	\$ 4.069
Commercial and Industrial Users	\$ 2.060	\$ 2.130	\$ 2.203	\$ 2.279	\$ 2.357	\$ 2.437
Bulk Users	\$ 2.821	\$ 2.944	\$ 3.072	\$ 3.206	\$ 3.346	\$ 3.492



Non-Residential: Facilities & Abnormal Strength Charges

Meter Size	Facilities Charges					
	2023	2024	2025	2026	2027	2028
5/8"	\$ 45.37	\$ 46.92	\$ 48.53	\$ 50.19	\$ 51.91	\$ 53.68
3/4"	\$ 67.73	\$ 70.05	\$ 72.44	\$ 74.92	\$ 77.49	\$ 80.14
1"	\$ 113.10	\$ 116.97	\$ 120.97	\$ 125.11	\$ 129.39	\$ 133.82
1.5"	\$ 225.53	\$ 233.25	\$ 241.23	\$ 249.48	\$ 258.02	\$ 266.85
2"	\$ 360.97	\$ 373.32	\$ 386.09	\$ 399.30	\$ 412.97	\$ 427.10
3"	\$ 790.35	\$ 817.39	\$ 845.36	\$ 874.28	\$ 904.20	\$ 935.13
4+"	\$1,422.23	\$1,470.89	\$1,521.22	\$1,573.27	\$1,627.10	\$1,682.77

	Abnormal charge for all service users, sum of following					
	2023	2024	2025	2026	2027	2028
For abnormal BOD, per ton [>240 mg/l]	\$ 509.75	\$ 540.25	\$ 572.58	\$ 606.84	\$ 643.16	\$ 681.64
For abnormal suspended solids, per ton [>300 mg/l]	\$ 323.96	\$ 343.35	\$ 363.89	\$ 385.67	\$ 408.74	\$ 433.20



Other Charges and Fees

	Other charges and fees					
<i>Per Rate Ordinance</i>	2023	2024	2025	2026	2027	2028
Charge per day for extra sampling days	\$ 807.53	\$ 831.75	\$ 856.71	\$ 882.41	\$ 908.88	\$ 936.15
Charge for installation of a temporary primary device	\$ 1,583.56	\$ 1,631.06	\$ 1,680.00	\$ 1,730.40	\$ 1,782.31	\$ 1,835.78
Industrial pretreatment monitoring charge, per month	\$ 96.57	\$ 99.46	\$ 102.45	\$ 105.52	\$ 108.69	\$ 111.95
Charge for septic tank contents disposal, per 1,000 gallons	\$ 38.94	\$ 41.21	\$ 43.61	\$ 46.15	\$ 48.84	\$ 51.69
City of Omaha hand billing charge	\$ 15.48	\$ 15.94	\$ 16.42	\$ 16.91	\$ 17.42	\$ 17.95
Reinspection fee	\$ -	\$ 100.00	\$ 103.00	\$ 106.09	\$ 109.27	\$ 112.55
Residential Stormwater Fee	\$ 0.98	TBD				
Comm/Ind Stormwater Fee	\$ 1.58					

Monthly Bills - Residential City & Bulk/Wholesale Customers

Monthly Bills	2023	2024	2025	2026	2027	2028
Omaha Customer Typical Residential Bill (4,000 gallons)	\$63.60	\$64.48	\$65.38	\$66.28	\$67.20	\$68.13
Wholesale Typical Residential Cost passed on from Omaha*	\$21.28	\$22.21	\$23.18	\$24.19	\$25.24	\$26.34

**Residents in Wholesale communities currently pay an additional \$10 to \$30 dollars per month for local sewer services*

- Omaha Residential bills increase by about \$4.50 over 5-years
- Omaha bills for residents in wholesale communities increase by about \$5.00 over 5-years



Summary of 2021 Cost-of-Service Rate Study

24



- Revenue requirement forecast less than projected
- Proposed rate increases across customer classes less than projected
- Drivers of changes:
 - CIP change from CSO to WRRF requirements
 - Nutrient removal requirements, ammonia, flow-based improvements, biogas*, technology enhancements
 - Increases in O&M costs
 - Chemical costs
 - Retention treatment basin (HRT) costs
 - Efficiencies in O&M costs
 - Addition of bulk I customer



Carol Malesky

Senior Principal

(330) 271-9125

Carol.Malesky@Stantec.com

Thank You/Questions

1 ~~Effective January 1, 2022 for all residential and commercial users, the minimum monthly~~
2 ~~charge shall be eighteen dollars and seventy nine cents (\$18.79) for the first two CCF (hundred~~
3 ~~cubic feet) of water used, plus four dollars and fifty two cents (\$4.52) for each additional CCF~~
4 ~~(hundred cubic feet) of water used.~~

5
6 ~~Effective January 1, 2023 for all residential and commercial users, the minimum monthly~~
7 ~~charge shall be nineteen dollars and ninety five cents (\$19.95) for the first two CCF (hundred~~
8 ~~cubic feet) of water used, plus four dollars and eighty cents (\$4.80) for each additional CCF~~
9 ~~(hundred cubic feet) of water used.~~

10
11
12 Section 2. This Ordinance shall take effect and be in full force from and after its passage,
13 approval, and publication as provided by law.

14
15 Adopted by the Mayor and City Council this _____ day of _____, 20__.

16
17
18
19 _____
20 Mayor

21 ATTEST:

22
23
24
25 _____
26 City Clerk

27
28
29 First Reading _____
30 Second Reading _____
31 Third Reading _____
32

33
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35 APPROVED AS TO FORM:

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38 _____
39 City Attorney
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ORDINANCE NO. 4138

AN ORDINANCE TO AMEND SECTION 30-137 OF THE BELLEVUE MUNICIPAL CODE ESTABLISHING MINIMUM MONTHLY SEWER CHARGES FOR RESIDENTIAL AND COMMERCIAL USERS IN THE CITY OF BELLEVUE; TO REPEAL SECTION 30-137 OF THE BELLEVUE MUNICIPAL CODE AS HERETOFOREEXISTING; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Section 30-137 of the Bellevue Municipal Code is hereby amended to read as follows:

Sec. 30-137. Same-Minimum monthly charges.

(A) For all residential and commercial users, the minimum monthly charge shall be nineteen dollars and ninety-five cents (\$19.95) for the first two CCF (hundred cubic feet) of water used, plus four dollars and eighty cents (\$4.80) for each additional CCF (hundred cubic feet) of water used.

(B) Effective January 1, 2024 for all residential and commercial users, the minimum monthly charge shall be twenty dollars and ninety cents (\$20.90) for the first two CCF (hundred cubic feet) of water used, plus five dollars and three cents (\$5.03) for each additional CCF (hundred cubic feet) of water used.

(C) Effective January 1, 2025 for all residential and commercial users, the minimum monthly charge shall be twenty-one dollars and eighty-four cents (\$21.84) for the first two CCF (hundred cubic feet) of water used, plus five dollars and twenty-six cents (\$5.26) for each additional CCF (hundred cubic feet) of water used.

(D) Effective January 1, 2026 for all residential and commercial users, the minimum monthly charge shall be twenty-two dollars and eighty-two cents (\$22.82) for the first two CCF (hundred cubic feet) of water used, plus five dollars and fifty cents (\$5.50) for each additional CCF (hundred cubic feet) of water used.

(E) Effective January 1, 2027 for all residential and commercial users, the minimum monthly charge shall be twenty-three dollars and eighty-two cents (\$23.82) for the first two CCF (hundred cubic feet) of water used, plus five dollars and seventy-four cents (\$5.74) for each additional CCF (hundred cubic feet) of water used.

(F) Effective January 1, 2028 for all residential and commercial users, the minimum monthly charge shall be twenty-four dollars and eighty-nine cents (\$24.89) for the first two CCF (hundred cubic feet) of water used, plus six dollars (\$6.00) for each additional CCF (hundred cubic feet) of water used.

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

Adopted by the Mayor and City Council this _____ day of _____, 20__.

Mayor

ATTEST:

City Clerk

First Reading _____

1 Second Reading _____

2 Third Reading _____

3

4

5

6 APPROVED AS TO FORM:

7

8

9

10 _____
City Attorney

11

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

14a.
11/21/2023

COUNCIL MEETING DATE: 11/21/2023		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Event License Application for Green Line Running for American Heroes Half Marathon and 5k to be held on May 26, 2024 from 6:00 a.m. to 11:30 a.m.

SYNOPSIS/BACKGROUND:

Green Line Running is hosting a 5k Running Event on May 26, 2024 from 6:00 a.m. to 11:30 a.m. starting on Keystone Trail and ending at Haworth Park Ballfields.

FISCAL IMPACT: \$50 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:

Recommend approval of an event license application for Green Line Running for American Heroes Half Marathon and 5k to be held on May 26, 2024 from 6:00 a.m. to 11:30 a.m. starting on Keystone Trail and ending at Haworth Park Ballfields..

ATTACHMENTS:

1. Application	2. Comments from Police/Public Works Depts.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]



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

APPLICATION FOR EVENT LICENSE

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

Organization Name: Green Line Running Date: 9-14-23

Contact Person Information for Organization:

Name: Joe Ramos Phone: 402-297-6670 Email: Joseph.ramos07@gmail.com
Address: 5003 clearwater dr City: Bellevue State: NE Zip: 68133

Event Information:

Event Name: American Herd's Half Marathon & 5K

Location of Event/Alternate Location:

Keystone trail starting & ending at Hayworth Park Ball fields

Dates of Event: May 26 2024 Alternate Dates: _____ Hours of Event: 06:00 - 11:30

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

- 1. Sanitary Facilities: Porta Potties
- 2. Running Water: NA
- 3. Power: portable Generator
- 4. Parking: Hayworth park / American Heros Park
- 5. Insurance: Yes

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

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

I guarantee to the City of Bellevue that the premises will be cleaned and inspected following the above listed event on the day(s) indicated and, after inspection by the City, we will meet any additional responsible requests of the City of Bellevue as to the cleaning of the premises. For equal opportunity enjoyment for all individuals, I guarantee that all events will meet the legal requirements outlined in the American with Disabilities Act (ADA) and its amendments to prevent discrimination and enable individuals with disabilities to participate fully in all aspects of the event. **I understand the \$50.00 event fee is a NON-REFUNDABLE APPLICATION FEE.**

Signature of Applicant: 

Police Department Requests:

NA

Parks Department Requests:

Utilization of Hayworth Park Athletic Fields parking lot

Street Department Requests:

NA

Special Request:

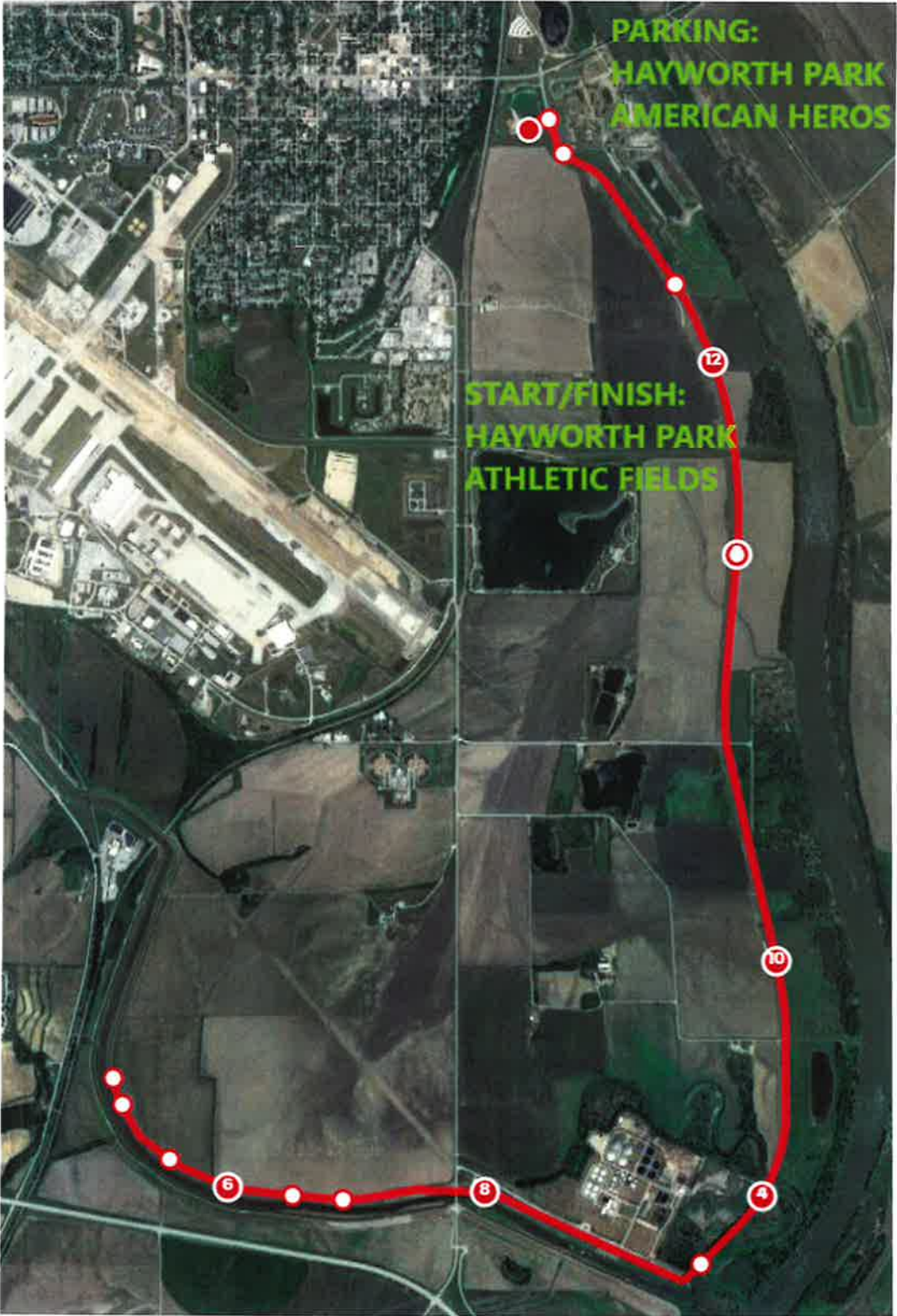
NA

FOR CITY OFFICE USE ONLY:

Notice of Hearing published in a legal newspaper on _____.

City Council hearing date: _____

License Fee of \$50 paid on: _____ Receipt #: _____



**PARKING:
HAYWORTH PARK
AMERICAN HEROS**

**START/FINISH:
HAYWORTH PARK
ATHLETIC FIELDS**

12

0

10

5

8

4



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

Police Department
 Sgt. Larry Lampman
 Capt. Kurt Stroehrer

Parks Department
 Jim Shada
 Mark Blackburn

Streets Department
 Bobby Riggs

Public Works Department
 Dave Goedeken

FROM: Susan Kluthe

DATE: September 29, 2023

SUBJECT: Recommend approval of an event application for Green Line Running for American Heroes Half Marathon and 5K to be held on May 26, 2024 from 6:00 a.m. to 11:30 a.m. (Keystone Trail starting and ending Haworth Park Ballfields.

Please make comments on the above request and return to Susan Kluthe, by **Monday, October 9, 2023**. I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

No comments or concerns from Police.

Cpt. K. Stroehrer #171

Signature or Fill in Your Name

10-2-23

Date



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

- Police Department
 Sgt. Larry Lampman
 Capt. Kurt Stroehler

- Parks Department
 Jim Shada
 Mark Blackburn

- Streets Department
 Bobby Riggs

- Public Works Department
 Dave Goedeken

FROM: Susan Kluthe

DATE: September 29, 2023

SUBJECT: Recommend approval of an event application for Green Line Running for American Heroes Half Marathon and 5K to be held on May 26, 2024 from 6:00 a.m. to 11:30 a.m. (Keystone Trail starting and ending Haworth Park Ballfields.

Please make comments on the above request and return to Susan Kluthe, by **Monday, October 9, 2023**. I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

Karen Chandler
Signature or Fill in Your Name

10/3/2023
Date



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

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

- Parks Department
 - Jim Shada
 - Mark Blackburn

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Dave Goedeken

FROM: Susan Kluthe

DATE: September 29, 2023

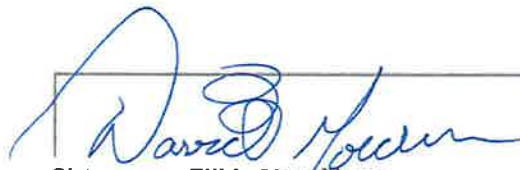
SUBJECT: Recommend approval of an event application for Green Line Running for American Heroes Half Marathon and 5K to be held on May 26, 2024 from 6:00 a.m. to 11:30 a.m. (Keystone Trail starting and ending Haworth Park Ballfields.

Please make comments on the above request and return to Susan Kluthe, by, **Monday, October 9, 2023**. I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

Empty rectangular box for comments.


Signature or Fill in Your Name

11/14/23
Date

Shirley Harbin

From: Bobby Riggs
Sent: Tuesday, November 14, 2023 8:35 AM
To: Shirley Harbin
Cc: David Goedeken
Subject: RE: Event review form for Green Line Running

No comment or position on the event.

It is all outside the street system, on the trail. There were no special requests for Streets in the event application packet.

Bobby Riggs

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



<https://bellevue.net/>

From: Shirley Harbin <Shirley.Harbin@bellevue.net>
Sent: Tuesday, November 14, 2023 8:24 AM
To: Bobby Riggs <Bobby.Riggs@bellevue.net>; David Goedeken <david.goedeken@bellevue.net>
Subject: FW: Event review form for Green Line Running
Importance: High

Good morning Bobby and Dave,
Please send your completed forms to me prior by 10:30 a.m. We have the agenda meeting this morning at 11:00 a.m. and Susan is out of the office.

Thank you in advance!!

Kind Regards,

Shirley R. Harbin
Deputy City Clerk
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
Wk: (402) 293-3165
Fax: (402) 293-3068

From: Susan Kluthe <Susan.Kluthe@bellevue.net>
Sent: Tuesday, November 7, 2023 4:41 PM
To: Bobby Riggs <Bobby.Riggs@bellevue.net>; David Goedeken <david.goedeken@bellevue.net>
Cc: Shirley Harbin <Shirley.Harbin@bellevue.net>
Subject: FW: Event review form for Green Line Running

Attached is the event review form and application to on an event application for Green Line Running for American Heroes Half Marathon and 5K to be held on May 26, 2024 from 6:00 a.m. to 11:30 a.m. (Keystone Trail starting and ending Haworth Park Ballfields. Please review and make any comments necessary. This will be going to Council on November 21, 2023. Thanks!

Best regards,

Susan Kluthe
City Clerk
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
402.293.3007
susan.kluthe@bellevue.net

From: Shirley Harbin <Shirley.Harbin@bellevue.net>
Sent: Tuesday, November 7, 2023 1:40 PM
To: Susan Kluthe <Susan.Kluthe@bellevue.net>
Subject: FW: Event review form for Green Line Running

Susan,
Joe Ramos called to see when this is scheduled for Public Hearing 402-297-6670

Kind Regards,

Shirley R. Harbin
Deputy City Clerk
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
Wk: (402) 293-3165
Fax: (402) 293-3068

From: Shirley Harbin
Sent: Friday, September 29, 2023 1:50 PM
To: Larry Lampman <Larry.Lampman@bellevue.net>; Kurt Stroehler <Kurt.Stroehler@bellevue.net>; Bobby Riggs <Bobby.Riggs@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Mark Blackburn <Mark.Blackburn@bellevue.net>; David Goedeken <david.goedeken@bellevue.net>

Cc: Susan Kluthe <Susan.Kluthe@bellevue.net>
Subject: Event review form for Green Line Running

Good afternoon,

Attached is the event review form and application to Recommend approval of an event application for Green Line Running for American Heroes Half Marathon and 5K to be held on May 26, 2024 from 6:00 a.m. to 11:30 a.m. (Keystone Trail starting and ending Haworth Park Ballfields.

Please review the application and return the completed review form by Monday, October 9th to Susan and myself.

Thank you.

Kind Regards,

Shirley R. Harbin
Deputy City Clerk
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
Wk: (402) 293-3165
Fax: (402) 293-3068

Notice of Public Hearing
Green Line Running Event
American Hero's Half Marathon & 5K

Pursuant to Sec. 5-36 through 5-40 of the Bellevue City Code, on Tuesday, November 21, 2023, at 6:00 p.m., the Bellevue City Council will hold a public hearing on the application for Green Line Running to hold the American Hero's Half Marathon & 5K on Saturday, May 26, 2024 from 6:00 a.m. to 11:30 a.m. along Keystone Trail – starting & ending at Hayworth Park Ball Fields, Bellevue.

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

Susan Kluthe
City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16a.
11/21/2023

COUNCIL MEETING DATE: November 21, 2023		SUBMITTED BY: David Goedeken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Purchase of two spreaders and four snowplow blades

SYNOPSIS/BACKGROUND:

The street department purchase of two spreaders and four snow plow blades for the new 2024 Ford F550 trucks. the spreaders are \$17,939.80 each and the total cost of the snow plow blades are \$22,467.64.

FISCAL IMPACT: \$58,347.24 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): CIPST24(11)

ACCOUNTING DISTRUBUTION CODE: 15 ACCOUNT NUMBER: 7100

RECOMMENDATION:

City Council and Mayor to authorize the purchase of stainless steel spreaders and snow plow blades for the street departments new trucks.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]

Renegade™

STAINLESS STEEL HOPPERS

SNOWEX

SPREADING—YOUR WAY.

Based on the material your operation most commonly uses for de-icing, the SnowEx® Renegade line offers the best material delivery system for you.

HELIXX™ AUGER TECHNOLOGY

Patent-pending corkscrew material delivery system is optimized to operate in the target range for rock salt spreading best practices.



MATERIAL SPILL PROTECTOR

CHAIN MODELS ONLY

A protection flap at the end of the conveyor prevents material from spilling out and pooling near the vehicle cab.

RIVETED CONSTRUCTION

Constructed entirely of rivets and bolts, with no welding. Provides a cleaner stainless look and is easier to repair.

WIRING CHANNEL

Channels on either side of the hopper allow wires and cables to be easily run from the hopper to the cab.



MATERIAL DELIVERY EXTENSION/ PRE-WET CHAMBER

A material delivery extension reduces leaking/spilling during transport and leads into the patented pre-wet mixing chamber. It also provides a cab-forward design for added stability.



ACCESSORIES

Side Extensions - 6" | Pre-Wet System with Direct Liquid Capability | Central Point Grease Kit | Spill Guard Kit | LED Work Light Kit | LED Strobe Light Kit | Pullover Tarp Kit (1.5 & 2.2 cu yd models) | Vibrator Kit | Rear View Camera

ALL-NEW PINTLE CHAIN CONVEYOR

The large conveyor delivers reliable, smooth, and consistent material flow for heavy, dense materials while reducing bridging.



REPLACEABLE SCREEN ANCHOR

This piece is now bolted on instead of welded for easy replacement.



STEEPER END CAPS

Provides better material flow so more of the hopper load can be spread with each fill.

COMMON PART CHUTE DESIGN

The ergonomic, hinged design uses common components for all models, making service easy. A direct drive motor offers better torque and reduces servicing.

Renegade™ S150C shown

OPTIMIZED SPINNER CHANNELS

The ridges on the spinner ensure an even distribution of material throughout the spread arc.





Renegade™ STAINLESS STEEL HOPPERS

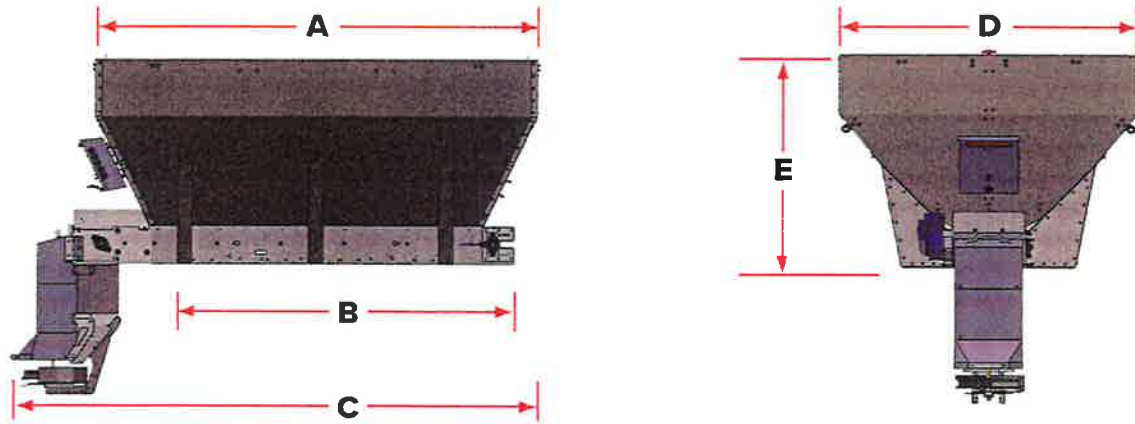
	S150C	S220C	S300C	S400C	S500C	S150A	S220A	S300A	S400A	S500A
Body Side Length	7'	8'	8'	9'	9'	7'	8'	8'	9'	9'
Capacity – Volume	1.5 cu yd	2.2 cu yd	3.0 cu yd	4.0 cu yd	5.0 cu yd	1.5 cu yd	2.2 cu yd	3.0 cu yd	4.0 cu yd	5.0 cu yd
Capacity – Weight*	3,240 lb	4,752 lb	6,480 lb	8,640 lb	10,800 lb	3,240 lb	4,752 lb	6,480 lb	8,640 lb	10,800 lb
Hopper Construction	Riveted Stainless Steel									
Rec. Bed Length	76"	90"	90"	96"	96"	76"	90"	90"	96"	96"
Approx. Weight – Empty	530 lb	580 lb	750 lb	820 lb	910 lb	500 lb	550 lb	700 lb	770 lb	850 lb
Material Delivery System	Pintle Chain Conveyor System					HELIXX™ Auger Technology				
Conveyor Width	16"					N/A				
Conveyor Material	Sand & Salt/Sand Mix					N/A				
HELIXX™ Auger Dimensions	N/A					6" Diameter				
Auger Material	N/A					Bulk Rock Salt				
Spinner Size	16" diameter									
Salt Spread Width	36'									
Sand Spread Width	24'									
Vehicle Application	Pickup		Flatbed/Dump Body			Pickup		Flatbed/Dump Body		

DIMENSIONS - Refer to the schematics below

		S150C	S220C	S300C	S400C	S500C	S150A	S220A	S300A	S400A	S500A
A.	Hopper Length	84.50"	96.50"	96.50"	108.50"	108.50"	84.50"	96.50"	96.50"	108.50"	108.50"
B.	Length from Cab Side to Hopper Leg	65.50"	70.50"	82.50"	82.50"	82.50"	62.50"	67.50"	79.50"	79.50"	79.50"
C.	Overall Hopper Length	107.00"	119.25"	120.50"	128.75"	126.25"	111.50"	123.00"	123.00"	129.00"	129.00"
D.	Width of Hopper Opening	50.00"	50.00"	70.00"	70.00"	70.00"	50.00"	50.00"	70.00"	70.00"	70.00"
E.	Height of Hopper w/o Chute	32.00"	35.75"	41.00"	43.75"	50.50"	32.00"	35.75"	41.00"	43.75"	50.50"

* Material weight equates to approximately 2,160 lb/yd³ or 80 ft² (1 bag rock salt = approx. 1 ft²)

REFERENCE DIAGRAMS
reference diagrams show chain models



Trynex International LLC | Madison Heights, Michigan 48071

snowexproducts.com

2 WINTER WARRANTY

Trynex International reserves the right under its product improvement policy to change construction or design details and furnish equipment when so altered without reference to illustrations or specifications used. Trynex International or the vehicle manufacturer may require or recommend optional equipment for snow removal. Do not exceed vehicle ratings. This product is manufactured under the following patents US: 7,400,058; 7,481,384; 9,296,571; other patents pending. Trynex International offers a limited warranty for all hopper spreaders and accessories. See separately printed page for this important information. The following are registered (®) or unregistered (™) trademarks of Douglas Dynamics, LLC: HELIXX™, Renegade™, SnowEx®



E S T I M A T E

Ty's Outdoor Power & Service
 21611 Platteview Road
 Gretna, NE 68028
 Phone #: (402)332-5577
 Fax #: (402)332-5958

PHONE #: (402)293-3129 DATE: 10/17/2023
 CELL #: (402)253-6925 ORDER #: 145782
 ALT. #: (402)659-7384 CUSTOMER #: 128979
 P.O.#: CP: BrianH
 TERMS: Net 10th EOM LOCATION: 2
 SALES TYPE: Estimate STATUS: Active
 TAG #: TECH: BrianH

BILL TO 128979

CITY OF BELLEVUE FLEET MAINTENANCE
 2012 BETZ RD
 BELLEVUE, NE 68005

SHIP TO

CITY OF BELLEVUE FLEET
 MAINTENANCE
 2012 BETZ RD
 BELLEVUE, NE 68005

YEAR	MFR	MODEL NUMBER	DESCRIPTION	VIN/SERIAL #	MILEAGE/METER
------	-----	--------------	-------------	--------------	---------------

1: Job 1 Tech: BrianH []

City of Bellevue Sourcewell #1276
 Sourcewell Contract 031121-TTC Parent Company Toro-Grounds Maintenance

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
SNOV	89530	SNOWEX FLATBED CHAIN 3.0	2	\$12,587.00	\$8,810.90	\$17,621.80
SNOV	99505-1	PRI WORK LIGHT KIT-FLEET FLEX	2	\$159.00	\$159.00	\$318.00
BOSS	MSC18792	BLADE CRATE (SNOWPLOW),9-2,ST/ST V-XT,09	4	\$3,460.00	\$2,595.00	\$10,380.00
BOSS	MSC15005C	PLOW BOX,RT3-V,SH2 7-6/8-2/9-2,SL3	4	\$6,570.00	\$4,927.50	\$19,710.00
BOSS	LTA10200	UC/RT3,FORD F250/350/450/550,17+	4	\$800.00	\$600.00	\$2,400.00
BOSS	MSC09601	CONTROL-HANDHELD,V-BLADE,12V	4	\$350.00	\$262.50	\$1,050.00
BOSS	MSC25012	KIT-WIRING,RT3 SH2,12V,FORD F250-600,23+	4	\$400.00	\$300.00	\$1,200.00
BOSS	HYD01835	BOSS QT.HYDRAULIC FLUID	12	\$12.12	\$12.12	\$145.44
BOSS	MSC01565	SNOW DEFLECTOR	4	\$350.00	\$262.50	\$1,050.00

Parts Job 1: \$53,875.24

LABOR	DESCRIPTION	HRS	RATE	AMOUNT	TOTAL
SI-04	INSTALL V BOX SPREADER	8	\$106.00		\$848.00
PI-01	SNOW PLOW ASSEMBLY, V-PLOW	6	\$106.00		\$636.00
PI-05	INSTALL UNDERCARRIAGE	12	\$106.00		\$1,272.00
PI-06	INSTALL TRUCK WIRING & HEADLIGHT ADAPTER	12	\$106.00		\$1,272.00
PI-08	INSTALL SNOW PLOW DEFLECTOR	4	\$106.00		\$424.00

Hours Job 1: 42 Labor Job 1: \$4,452.00

EXTRAS	DESCRIPTION	QTY	PRICE	AMOUNT	TOTAL
SS	SHOP SUPPLIES	1	\$20.00		\$20.00

Extras Job 1: \$20.00

Subtotal Job 1: \$58,347.24

Prices reflected on this quote are valid for 30 days and while current supplies last. However, prices are subject to change if the program or promotion the prices were quoted under is no longer in effect.

TOTAL PARTS:	\$53,875.24
TOTAL LABOR:	\$4,452.00
TOTAL EXTRAS:	\$20.00
SUBTOTAL:	\$58,347.24
TAX:	\$0.00
ORDER TOTAL:	<u>\$58,347.24</u>

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16b.
11/21/2023

COUNCIL MEETING DATE: November 21, 2023		SUBMITTED BY: David Goedeken- Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Purchase of five 2024 Ford F550 trucks.

SYNOPSIS/BACKGROUND:

State bid contract#15750 to purchase five trucks for the street department. \$62,314.00 price per truck.

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:

City Council and Mayor to authorize the purchase of the five 2024 Ford trucks for the street department.

ATTACHMENTS:

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



ANDERSON

www.AndersonAutoGroup.com

Todd Jarosz
Fleet Superintendent
City of Bellevue
Bellevue NE, 68005
todd.jarosz@bellevue.net
402-293-3129

October 30th, 2023

State Contract # 15750

1. 2024 Ford F350 Reg. Cab 4x4: \$58,824
2. Upgrade to F550 Reg Cab 4x4: \$3,490
3. 6.7L Diesel Engine--included
4. XL package with power: included
5. Color of choice exterior--included
6. Vinyl black floors--included
7. 40/20/40 split bench--included

Total price: \$62,314 each x 5 vehicles=\$373,884

Wheelbase: 145"
Cab-to-axle: 60"
Frame height: 35.4"
Frame height loaded: 29.9"

Bobby Colclasure

Anderson Auto Group

Commercial & Fleet Director

2500 Wildcat Dr., Lincoln, NE 68521

Cell-402-617-4521

Because People Matter...

We will serve your needs by always doing what is right.



LINCOLN



mazda

LINCOLN NORTH
2500 Wildcat Drive
Lincoln, NE 68521
402 458 9800

LINCOLN SOUTH
3201 Yankee Hill Road
Lincoln, NE 68512
402 464 0661
(Opening Fall 2011)

GRAND ISLAND
120 Diers Avenue
Grand Island, NE 68803
308 384 1700

ST. JOSEPH
2207 North Belt Highway
St. Joseph, MO 64506
816 383 8000



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

10/17/2023

Quote ID: **36060**

Order Cut Off Date: **TBA**

Todd Jarosz
city of Bellevue
Fleet Maintenance

210 W Mission
2012 Betz Road

Bellevue, Nebraska, 68005

Dear Todd Jarosz,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2024 Ford Super Duty F-550 DRW (F5H) XL 4WD Reg Cab 145" WB 60" CA,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$69,060.00	\$66,885.00	3.149 %	\$2,175.00
Tax (0.0000 %)		\$0.00		
Tire fee		\$0.00		
Total		\$66,885.00		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



All flatbeds

5 - New

Street trucks

4 - Plows

3 - graders

3 - tilt

2024 Fleet/Non-Retail Ford Super Duty F-550 DRW XL 4WD Reg Cab 145" WB 60" CA

WINDOW STICKER

2024 Ford Super Duty F-550 DRW XL 4WD Reg Cab 145" WB 60" CA

CODE	MODEL	MSRP
F5H	2024 Ford Super Duty F-550 DRW XL 4WD Reg Cab 145" WB 60" CA	\$56,750.00
OPTIONS		
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20, -inc: Operator Commanded Regeneration (OCR), Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking, 4.10 Axle Ratio, Dual 68 AH/65 AGM Battery	\$9,995.00
44G	Transmission: TorqShift 10-Speed Automatic, (STD)	\$0.00
TGJ	Tires: 225/70Rx19.5G BSW A/P, (STD)	\$0.00
Z1	Oxford White	\$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat, -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar	\$0.00
X41	4.10 Axle Ratio	\$0.00
86M	Dual 68 AH/65 AGM Battery	INC
18B	Platform Running Boards	\$320.00
153	Front License Plate Bracket	\$0.00
660A	Order Code 660A	\$0.00

Please note selected options override standard equipment

SUBTOTAL	\$67,065.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,995.00
TOTAL PRICE	\$69,060.00

Est City: N/A MPG
 Est Highway: N/A MPG
 Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

ANDERSON

www.AndersonAutoGroup.com

October 16th 2023

City of Bellevue
Todd Jarosz

State Contract # 15750

1. 2024 Ford F350 Reg. Cab 4x4 S53 S24
2. Upgrade to F450 Reg. Cab 4x4 S1 B95
3. 6.7L Diesel Engine--included
4. XL package with power--included
5. Color of choice exterior--included
6. Vinyl black floors--included
7. 40/20/40 split bench--included

Total price \$60,179

- F350 + \$1595

\$61,774

Bobby Colclasure

Anderson Auto Group

Commercial & Fleet Director

2500 Wildcat Dr., Lincoln, NE 68521

Cell-402-617-4521

Because People Matter...

We will serve your needs by always doing what is right.



LINCOLN NORTH

2500 Wildcat Drive
Lincoln, NE 68521
402 458 9800

LINCOLN SOUTH

3201 Yankee Hill Road
Lincoln, NE 68512
402 464 0661
(Opening Fall 2011)

GRAND ISLAND

120 Diers Avenue
Grand Island, NE 68803
308 394 1700

ST. JOSEPH

2207 North Bell Highway
St. Joseph, MO 64506
816 383 8000

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16c.
11/21/2023

COUNCIL MEETING DATE: November 21, 2023		SUBMITTED BY: David Goedeken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Purchase of Freightliner 114 SD Plus

SYNOPSIS/BACKGROUND:

A purchase for the Street department a freightliner 114 SD Plus from Truck Center Companies.

FISCAL IMPACT: \$133,934.00 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="checkbox"/>	COUNTER-PARTY: <input type="checkbox"/>	INTERLOCAL AGREEMENT: <input type="checkbox"/>
CONTRACT DESCRIPTION: <input type="text"/>		
CONTRACT EFFECTIVE DATE: <input type="text"/>	CONTRACT TERM: <input type="text"/>	CONTRACT END DATE: <input type="text"/>
PROJECT NAME: <input type="text"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
INSURANCE REQUIRED: <input type="checkbox"/>		
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NAME: <input type="text"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): CIPST24(11)	
ACCOUNTING DISTRUBUTION CODE: 15	ACCOUNT NUMBER: 7110	

RECOMMENDATION:

City Council and Mayor to authorize the purchase of the Freightliner for the street department.

ATTACHMENTS:

1. Quote	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:

David Goedeken
[Signature]
[Signature]

Prepared for:
Todd Jarosz
BELLEVUE CITY OF
1002 East Mission Ave
Bellevue, NE 68005
Phone: 402-293-3129

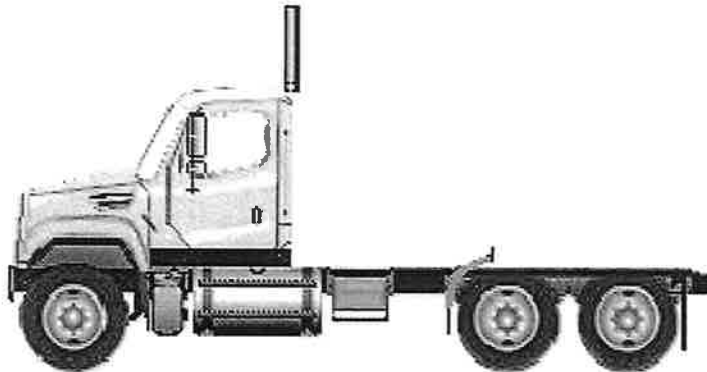
Prepared by:
Terry Novotny
Truck Center Companies
14321 CORNHUSKER RD
OMAHA, NE 68138
Phone:

A proposal for
BELLEVUE CITY OF

Prepared by
Truck Center Companies
Terry Novotny

Oct 30, 2023

Freightliner 114SD Plus



Components shown may not reflect all spec'd options and are not to scale



Prepared for:
 Todd Jarosz
 BELLEVUE CITY OF
 1002 East Mission Ave
 Bellevue, NE 68005
 Phone: 402-293-3129

Prepared by:
 Terry Novotny
 Truck Center Companies
 14321 CORNHUSKER RD
 OMAHA, NE 68138
 Phone:

Q U O T A T I O N

114SD PLUS CONVENTIONAL CHASSIS

SET FORWARD AXLE - TRACTOR CUM X12 500V HP @ 1900 RPM, 1700 LB-FT @ 1000 RPM, 2000 GOV RPM, VOC ALLISON 4700 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION RT-40-160 40,000# R-SERIES TANDEM REAR AXLE AIRLINER 46,000# REAR SUSPENSION WITH CHAIN CLEARANCE DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	16,000# TAPERLEAF FRONT SUSPENSION 114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB 4725MM (186 INCH) WHEELBASE HOLLAND FW70R/S 48 INCH SEVERE DUTY AIR SLIDE 7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI 1475MM (58 INCH) REAR FRAME OVERHANG
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

			PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$	134,292	\$	134,292
EXTENDED WARRANTY		\$	0	\$	0
DEALER INSTALLED OPTIONS		\$	0	\$	0
CUSTOMER PRICE BEFORE TAX		\$	134,292	\$	134,292

TAXES AND FEES

FEDERAL EXCISE TAX (FET)	\$	(358)	\$	(358)
TAXES AND FEES	\$	0	\$	0
OTHER CHARGES	\$	0	\$	0

TRADE-IN

TRADE-IN ALLOWANCE	\$	(0)	\$	(0)
--------------------	----	-----	----	-----

BALANCE DUE		(LOCAL CURRENCY)	\$	133,934	\$	133,934
-------------	--	------------------	----	---------	----	---------

COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.



Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
11/21/2023

COUNCIL MEETING DATE: November 21, 2023		SUBMITTED BY: David Goedeken- Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Purchase of 35 Ton detachable air ride trailer.

SYNOPSIS/BACKGROUND:

Purchase for the Street department a 35 ton detachable air ride trailer from Kaufman Trailers, LLC

FISCAL IMPACT: \$54,745.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: COUNTER-PARTY: Kaufman Trailers, LLC 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): CIPST24(11)

ACCOUNTING DISTRIBUTION CODE: 15 ACCOUNT NUMBER: 7100

RECOMMENDATION:

City Council and Mayor to authorize the purchase of a 35 ton detachable air ride trailer from Kaufman Trailers, LLC

ATTACHMENTS:

1. Quote	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:



Kaufman Trailers, LLC

SC Quote

702 North Silver Street Ph: (336) 790-6800
 Lexington, NC 27292 Fx: (336) 859-5963

Quote Order #: 781912
 Quote Order Date: 10/13/2023
 Salesperson: Tommy Willard
 Customer ID: 437857
 Ship Via: Customer Pick-Up
 Terms: Cashiers Check

Bill To:

Ship To:

Phone: 402-293-3129
 Fax:
 Cell:
 Alt:#

GVWR 87000

Item	Description	Base Price	Options	Additional Options	Total Price	Extended Price
FRDT35-24-24-A -52-36-N	35 Ton Air Ride Chassis	\$44850.00	\$395.00	\$0.00	\$45245.00	\$45245.00
	Paint		Black {std}	\$0.00		
	Tires & Wheels		255 ST719 Steel	\$0.00		
	Rear Fenders		Flat Fenders {std}	\$0.00		
	Decking		White Oak {std}	\$0.00		
	Center Decking		No {std}	\$0.00		
	Ramps		Steel Flip	\$395.00		
	Outriggers		12" Swing-Out {std}	\$0.00		
	Outrigger Boards		No {std}	\$0.00		
	Bucket Well		No {std}	\$0.00		
	Boom Trough		14" Drop {std}	\$0.00		
	Lift Axle		No {std}	\$0.00		
	Well Length		24 ft. {std}	\$0.00		
	Beavertail & Ramps		Yes {std}	\$0.00		
	Deck Height		24 in. {Fully Loaded}	\$0.00		
	Flip Prep		No {std}	\$0.00		
	Adjustable HCV		No {std}	\$0.00		
	Deck Width		102" {std}	\$0.00		
	Toolbox		Yes	\$0.00		
	Axle Type		25k Heavy Duty	\$0.00		
FRNK35-24-48-8 9	35 Ton Detach Neck	\$7000.00	\$2500.00	\$0.00	\$9500.00	\$9500.00
	Pony Motor		Standard Mount	\$2,500.00		
	Swing Clearance		89" {std}	\$0.00		
	Neck Fenders		No {std}	\$0.00		
	Spare Tire		No {std}	\$0.00		

Phone: 866-455-7444



35 Ton Detachable Gooseneck Air Ride Trailer (With Dovetail Package) – Standard

~~spring ride
47,990.00~~



\$51,850.00 Factory Direct

Price Shown Does Not Include FET

Shown with Optional Polished Aluminum Wheels, Pony Motor, and Flip Ramps.

VIEW OUR ENTIRE LINE OF DETACHABLE GOOSENECK TRAILERS

CALL CUSTOMER SERVICE WITH QUESTIONS: 866-455-7444

Specifications

G.V.W.R.	87,000 lbs. (Capacity 70,000 lbs. in 12 ft. span or greater)
Electrical	Sealco US made sealed wiring harness, lifetime LED lights, amber strobe kit standard
Frame	Four cambered main beams, fabricated with 100 KSI (T1) and 80 KSI high tensile steel.
Dovetail	36" Steel with Traction Cleats
Upper Deck	See Additional Options
Side Rail	Full Height Fabricated
Tongue	Hydraulic, removable, non-ground bearing gooseneck with 3 position adjustable load blocks and 89" - 107" available swing clearances. Comes standard set-up for wet line.
Tires	255/70 R22.5 LRH
Floors	2" oak flooring
Coupler	SAE 2" Kingpin (16" Kingpin Setting)
Safety Chains	N/A

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: November 21, 2023		SUBMITTED BY: David Goedeken-Public Works director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Replacement of five heat pumps.

SYNOPSIS/BACKGROUND:

MMC mechanical contractors to replace five heat pumps in the 1510 Wall St. building.

FISCAL IMPACT: \$55,341.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: COUNTER-PARTY: MMC Mechanical contractors 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: CIPBM24(3)

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S): 13

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER: 6298

RECOMMENDATION:

The City Council and Mayor to approve the purchase of the five heat pumps for the 1510 Wall St. building.

ATTACHMENTS:

1. Quote 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)



November 6, 2023

City of Bellevue
Attn: Tracy Niemier / Grant Zimmer
1500 Wall Street
Bellevue, NE 68005

RE: City Hall / Bellevue Planning - HP Replacements

Tracy,

Thank you for the opportunity to provide you with our proposal for the above referenced location. Our proposal is based upon the following scope:

SCOPE 1 - Unit 2081 (S# W13F09573):

- Disassemble & lower Heat Pump out of ceiling. Dispose of old equipment
- Purchase replacement Daikin 1-ton heat pump (left hand return)
- Replace hoses with new
- Disconnect & Reconnect Controls & Electrical
- Reassemble ceiling grid & clean up
- Start up and check operation

MMC Mechanical Contractors not to exceed price for work as described above is \$10,436.00

SCOPE 2 - Unit 2090 (S# W13F09576):

- Disassemble & lower Heat Pump out of ceiling. Dispose of old equipment
- Purchase replacement Daikin 1-ton heat pump (left hand return)
- Replace hoses with new
- Disconnect & Reconnect Controls & Electrical
- Reassemble ceiling grid & clean up
- Start up and check operation

MMC Mechanical Contractors not to exceed price for work as described above is \$10,436.00

SCOPE 3 (S# W13G12385):

- Disassemble & lower Heat Pump out of ceiling. Dispose of old equipment
- Purchase replacement Daikin 1.5-ton heat pump (left hand return)
- Replace hoses with new
- Disconnect & Reconnect Controls & Electrical
- Reassemble ceiling grid & clean up
- Start up and check operation

MMC Mechanical Contractors not to exceed price for work as described above is \$11,564.00

SCOPE 4 (S# W13G12259):

- Disassemble & lower Heat Pump out of ceiling. Dispose of old equipment
- Purchase replacement Daikin 1.5-ton heat pump (left hand return)
- Replace hoses with new
- Disconnect & Reconnect Controls & Electrical
- Reassemble ceiling grid & clean up
- Start up and check operation

***MMC Mechanical Contractors* not to exceed price for work as described above is \$12,469.00**

SCOPE 5 - Unit B1012 (S# W13G12275):

- Disassemble & lower Heat Pump out of ceiling. Dispose of old equipment
- Purchase replacement Daikin 1-ton heat pump (left hand return)
- Replace hoses with new
- Disconnect & Reconnect Controls & Electrical
- Reassemble ceiling grid & clean up
- Start up and check operation

***MMC Mechanical Contractors* not to exceed price for work as described above is \$10,436.00**

Proposal price is valid for 15 days from the date on our proposal. Please feel free to contact me with any questions or concerns.

Exclusions:

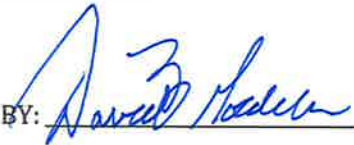
- After Hours Work
- Additional controls work not mentioned above

Sincerely,

Brian Feyerherm

Brian Feyerherm
Vice President of Service

ACCEPTED BY:



DATE:

11/7/23

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16f.
11/21/2023

COUNCIL MEETING DATE: 11/21/23		SUBMITTED BY: Parks Department	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Agreement between 4SA and the City of Bellevue for use of Aspen Park ballfields

SYNOPSIS/BACKGROUND:

4SA desires to utilize the Aspen Park ballfields beginning on March 20, 2024 and ending on October 31, 2024, pursuant to the terms of the agreement. 4SA will be allowed to utilize the ballfields and each party will maintain the property as further outlined in the agreement. 4SA utilized the ballfields in the same manner pursuant to a similar agreement last summer 2023 and it was a successful arrangement.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="text" value="Yes"/>	COUNTER-PARTY: <input type="text" value="4SA LLC"/>	INTERLOCAL AGREEMENT: <input type="text" value="NO"/>
CONTRACT DESCRIPTION: <input type="text" value="Agreement for Use of City Owned ballfields"/>		
CONTRACT EFFECTIVE DATE: <input type="text" value="03/20/24"/>	CONTRACT TERM: <input type="text" value="7 months"/>	CONTRACT END DATE: <input type="text" value="10/31/24"/>
PROJECT NAME: <input type="text"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
INSURANCE REQUIRED: <input type="text"/>		
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NAME: <input type="text"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRIBUTION CODE: <input type="text"/>	ACCOUNT NUMBER: <input type="text"/>	

RECOMMENDATION:

Approve and authorize the Mayor to sign the agreement between 4SA and the City of Bellevue.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





AGREEMENT
4SA
&
CITY OF BELLEVUE, NEBRASKA

THIS AGREEMENT ("Agreement") is made this ____ day of _____, 2023 (the "Effective Date"), by and between the City of Bellevue, Nebraska, a political subdivision and a city of the first class of the State of Nebraska (the "City"), and the 4SA located at 1200 S. Portal Road in LaVista, Sarpy County, Nebraska. For the purposes of this Agreement, the City and 4SA may individually be referred to as a "Party" and may collectively be referred to as the "Parties".

WHEREAS, 4SA desires to utilize the Aspen Park ballfields (Parcel 011246200), owned by the City ("Property") for baseball and softball games and practices, and for permitted use of the Property beginning March 20, 2024 and ending October 31, 2024, inclusive; and

WHEREAS, the normal field usage fee the City charges is forty-dollars (\$40.00) per field which includes a drag and line one time per day. This usage fee can be reduced if the organization provides an in-kind service to the City such as improvements, pre-game and post-game upkeep or contributions for site improvements; and

WHEREAS, the City desires to allow 4SA to use the Property between March 20, 2024 and October 31, 2024 and reduce the usage fee. In exchange for said reduction in fees 4SA agrees to provide in-kind service to the City as further outlined herein.

NOW, THEREFORE, the Parties agree as follows:

1. Term. The term of this Agreement shall be from March 20, 2024 and shall expire on October 31, 2024 (hereinafter "Term").
2. Property. The Property which is the subject of this agreement are the ballfields located on Parcel 011246200, generally known as Aspen Park Ballfields (the "Property").
3. Trade Fixtures (If applicable). All alterations, additions and improvements (and expressly including all light fixtures and floor coverings), except trade fixtures, appliances and equipment which do not become a part of the Premises, shall immediately become the property of the City of Bellevue without any obligation to pay therefore.
4. Permit. 4SA shall make the appropriate application for a permit to use the Property (the "Application"). The Application shall be for March 20, 2024, through October 31, 2024 (the "Term"). 4SA shall have the right to use the Property only during the Term, and for all other times beyond the Term as the City shall operate and allow use

of the Property in due and ordinary course. The City shall grant the Application during the term of this Agreement provided that 4SA complies with the terms and conditions of the Application, this Agreement, and all other federal, state, and local laws, regulations, and ordinances.

5. 4SA Responsibilities. 4SA shall be responsible for all repairs, replacements, maintenance and cleaning of the Property during the Term, for any purpose including but not limited to marketing the field at its sole expense. All repair work shall be done in a good and workmanlike manner. 4SA shall keep the Property and adjoining parking lots free and clear of all trash, rubbish, debris and other materials, the presence or accumulation of which may constitute a nuisance under the laws of the City of Bellevue. 4SA may use an all-terrain vehicle (ATV) and connected trailer, provided by 4SA, solely for purposes of gathering, transporting, and removing trash from trash receptacles throughout the Property. Such use of the ATV shall be confined solely within the Property in connection with 4SA's use of the Property during the Term of this Agreement. 4SA shall be responsible for all repairs, maintenance, gasoline and/or oil, and other necessities and expenses related to the continued operation of the ATV and connected trailer. The City shall not be responsible at any time for storing or keeping secure the ATV and connected trailer on City-owned property.

The City's permission for 4SA's use of the ATV and connected trailer only extends to its use under the specific terms of this Agreement as a waiver of Bellevue Municipal Code, Section 21-15, which prohibits any riding or driving of any motorized vehicle or like vehicles in all parks and playground areas. Any further use of the ATV and connected trailer by 4SA is subject to any applicable laws, municipal codes, and regulations.

The City shall not be responsible at any time for maintaining, repairing, or restoring any part of 4SA's trade fixtures. 4SA shall be responsible for all costs associated with providing electricity to the Property during the Term. 4SA shall be responsible for their own drag and line during their practices.

4SA shall pay a one-time usage fee of \$2,000.00 which is due and payable to the City of Bellevue no later than March 1, 2023. The payment may be submitted to the City Clerk at 1500 Wall Street, Bellevue, NE 68005. The parties recognize that the normal field usage fee the City charges is forty-dollars (\$40.00) per field which includes a drag and line one time per day. This usage fee can be reduced if the organization provides an in-kind service to the City such as improvements (which could include the installation of fencing or other improvement(s)), pre-game and post-game upkeep or contributions for site improvements.

6. City Responsibilities. The City shall be responsible for turf, mowing, fertilization, general maintenance of ballfields and other vegetation maintenance at the Property

at all times during the term of this Agreement. The City will drag and line the ballfields 1 time per day for games.

The City agrees, weather permitting, that the infields on the ballfields will be ready for play by April 3, 2024.

7. Insurance. 4SA shall at its sole cost and expense obtain comprehensive general liability insurance and comprehensive automotive liability insurance in the following amounts and shall maintain such insurance during the term of this Agreement:
 - a. General Liability Bodily Injury: \$2,000,000.00 (including completed acts per occurrence and products liability), \$2,000,000.00 annual aggregate;
 - b. General Liability Property Damage: \$2,000,000.00 (including explosion, per occurrence collapse, and underground, coverage if applicable), \$2,000,000.00 annual aggregate;
 - c. Automotive Liability Bodily Injury: \$2,000,000.00 per person, \$2,000,000.00 per occurrence; and
 - d. Automotive Liability Property Damage: \$2,000,000.00 per occurrence.

4SA shall name the City as an additional insured on any and all policies of insurance obtained pursuant to this Agreement. 4SA shall submit certificates of insurance to the City prior to the commencement of any Improvements on the Property.

8. Indemnity. 4SA agrees to indemnify and defend City from any loss, cost or expense claimed by 4SA or any third parties, including but not limited to 4SA volunteers, employees, and participants, in connection with the use, operation, and maintenance of the Property and the Improvements. To the maximum extent permitted by law, 4SA, on behalf of 4SA and all of 4SA's heirs, executors and assigns, 4SA hereby waives any right, remedy or recourse that 4SA may have now, or in the future, against the City its employees and agents, as a result of any act, error or omission of the City, including those of its agents and employees, including any claim for any loss or damage to 4SA's property or other property placed or located on the Property as a result of any such act, error or omission made in furtherance of any right or authority reserved by the City in this paragraph or elsewhere in this agreement or any damage that may result as a result of any nature disaster. Without limitation to the foregoing, and to the maximum extent permitted by law, 4SA shall hold the City (including any employee, contractor or agent of the City) harmless from and against any claim, liability, loss or damage of any nature whatsoever, including but not limited to whether related to an existing condition of Property, 4SA's use or occupancy of Property, any such claim, damages or liability that may arise or result from any lawful or unlawful entry upon Property and any claim that may arise or result from, out of or in connection with any default under, or breach of, any covenant, term or condition of this agreement.
9. Termination. This Agreement may be terminated by the City with seven (7) days written notice upon 4SA's failure to comply with the terms and conditions of this Agreement, the Application, or any other federal, state, or local laws, regulations, or

ordinances. Within ten (10) days of the termination of this Agreement, 4SA shall remove all trade fixtures and cease use of the Property.

10. No Partnership, Joint Venture. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture as between the City and 4SA, or between the City and any other party. The City shall not be liable for the debts or obligations of 4SA or for any other party.
11. Partial Invalidity. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
12. Notice. Whenever notice is required to be given by the City under this Agreement, it will be deemed sufficient if (i) sent by regular U.S. mail or email to 4SA at the address of: 1200 S. Portal Road, LaVista, Nebraska 68128, 4seamsacadmy.dan@gmail.com.

Notice required to be given by 4SA under this Agreement shall be deemed sufficient if mailed by regular U.S. mail or hand-delivered to the City in care of the City Clerk at the Bellevue City Hall, 1500 Wall Street, Bellevue, Nebraska, 68005.
13. Amendments. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall not be effective or binding on any party until fully executed by both parties hereto.
14. Force Majeure. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which events and/or circumstances are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, provided that the parties stipulate that Force Majeure shall not include the novel coronavirus Covid-19 pandemic which is ongoing as of the date of the execution of this agreement. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in the market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.
15. Choice of Law. This Agreement shall be governed by the laws of the State of Nebraska.

DATED this _____ day of _____, 2023.

CITY OF BELLEVUE, a municipal Corporation.

By: _____
Mayor, Rusty Hike

Attest:

City Clerk

4SA,



4SA REPRESENTATIVE

11/14/2023

Date

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16g.
11/21/2023

COUNCIL MEETING DATE: 11/21/23		SUBMITTED BY: Chief Ken Clary	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Amendment to SDLEA Interlocal Agreement

SYNOPSIS/BACKGROUND:

This is an amendment to the standing Sarpy Douglas Law Enforcement Academy Interlocal Agreement, which would allow Metro Community College to become a member of the academy.

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:

Recommend signing the amended agreement.

ATTACHMENTS:

1. <input type="text" value="Amended Interlocal 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:

Ximene B. Fairbrother
[Signature]
[Signature]

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

This First Amendment to the Interlocal Cooperation Agreement entered into on or about April 8, 2017 (hereinafter “Interlocal Cooperation Agreement”), for the sole purpose of creating the Sarpy Douglas Law Enforcement Academy (hereinafter “SDLEA”) pursuant to the authority granted to the parties under Nebraska Revised Statute 13-801, *et seq.*, by and between Sarpy County, Nebraska (hereinafter “Sarpy”), Douglas County, Nebraska (hereinafter “Douglas”), the City of Bellevue, located in Sarpy County, Nebraska (hereinafter “Bellevue”), the City of Papillion, located in Sarpy County, Nebraska (hereinafter “Papillion”), the City of La Vista, Nebraska, located in Sarpy County, Nebraska (hereinafter “La Vista”) and referred to collectively as the Parties, is hereby amended for the sole purpose of adding the Metropolitan Community College Area, a body corporate and political subdivision of the state of Nebraska with presence in the counties of Dodge, Douglas, Sarpy, and Washington counties in Nebraska (“hereinafter “MCC”), as a party and signatory to the Interlocal Cooperation Agreement, and a member of the SDLEA.

WHEREAS, Sarpy, Douglas, Bellevue, Papillion and La Vista desire to amend the Interlocal Cooperation Agreement to add MCC as a party to the Interlocal Cooperation Agreement, and MCC desires to become a party to the Interlocal Cooperation Agreement.

It is mutually agreed between the parties that the following terms and conditions of the Interlocal Cooperation Agreement are hereby amended for the sole purpose of adding the Metropolitan Community College Area as a signatory and party to the Interlocal Cooperation Agreement and a member of the SDLEA to read as follows:

1. Definitions: As used herein the following terms shall have the following meanings:
 - a. “Sarpy-Douglas Law Enforcement Academy Advisory Board,” “Advisory Board,” or “Board” shall mean the six member board comprised of the chief law enforcement officer of each Participating Agency, or his or her designee, who shall be responsible for administering this cooperative undertaking.
 - h. “Authorized Representative” shall mean the Bellevue Chief of Police, the La Vista Chief of Police, the Papillion Chief of Police, the Douglas County Sheriff, the Sarpy County Sheriff, and the Metropolitan Community College Area Chief of Police.
20. Authorized Representatives and Notice. (The following shall be added to section 20 as the authorized representative for MCC)

METROPOLITAN COMMUNITY COLLEGE

Chief of Police

Metropolitan Community College

5300 North 30th Street

Omaha, NE 68111

All other terms and conditions of the Interlocal Cooperation Agreement shall remain unchanged and in full force and effect.

SARPY COUNTY SHERIFF'S OFFICE:

COUNTY OF SARPY, NEBRASKA,
A Nebraska Political Subdivision

By: _____
Sarpy County Board Chair

Date: _____

Attest:

Deb Houghtaling, County Clerk

Approved as to Form:

Chief Deputy Sarpy County Attorney

COUNTY OF DOUGLAS, NEBRASKA,
A Nebraska Political Subdivision

By: _____
Douglas County Board Chair

Date: _____

Attest:

County Clerk

Approved as to Form:

Douglas County Attorney

PAPILLION POLICE DEPARTMENT:

CITY OF PAPILLION, NEBRASKA

A municipal corporation and Nebraska Political Subdivision

By: _____
David P. Black, Mayor

Date: _____

Attest:

City Clerk

LA VISTA POLICE DEPARTMENT:

CITY OF LA VISTA, NEBRASKA

A municipal corporation and Nebraska Political Subdivision

By: _____
Douglas Kindig, Mayor

Date: _____

Attest:

Pamela A. Buethe, City Clerk

BELLEVUE POLICE DEPARTMENT:

CITY OF BELLEVUE, NEBRASKA

A municipal corporation and Nebraska Political Subdivision

By: _____
Rusty Hike, Mayor

Date: _____

Attest:

City Clerk

METROPOLITAN COMMUNITY COLLEGE AREA

A body corporate and political subdivision of the State of
Nebraska

By: _____
Randy Schmailzl, College President

Date: _____

Approved as to Form:

MCC General Counsel

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16h.
11/21/2023

COUNCIL MEETING DATE: 11-21-23		SUBMITTED BY: Capt. Tim Melvin	
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:
MOU with the US Postal Service

SYNOPSIS/BACKGROUND:
The US Postal Service wants a Bellevue Police Detective on their Federal Task Force. The task force investigates narcotics being sent through the mail along with cash proceeds from drug transactions through the mail. The US Postal Service will pay for a leased vehicle along with reimbursement of any overtime on these investigations.

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:
Have Mayor sign MOU.

ATTACHMENTS:

1. USPS MOU	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

Shirley Buppalla

[Signature]

[Signature]

MEMORANDUM OF UNDERSTANDING

This document sets forth the general understanding between the United States Postal Inspection Service (USPIS), the Bellevue Police Department with respect to a joint cooperative law enforcement effort, hereinafter referred to as the Nebraska USPIS Task Force.

This document is not intended as a formal contract, but rather as an expression of understanding to facilitate cooperation. This document is an internal government agreement and is not intended to confer any rights or benefits to any private person or party. The goals of the TASKFORCE will be to protect the public by investigating and prosecuting criminal offenses related to the trafficking of controlled substances/other dangerous drugs and violations of money laundering statutes.

I. Purpose

The purpose of this Agreement is to develop a cooperative effort with Federal, State and local law enforcement agencies charged with the investigation and prosecution of criminal offenses involving the trafficking of controlled substances and money laundering violations, as well as to establish the terms and conditions under which participating Agencies may coordinate investigative efforts with and/or provide assistance to the USPIS in developing investigations and cases for criminal prosecution.

II. Mission

To investigate, arrest and prosecute individuals participating in illegal drug activity associated to the U.S. Mail in the jurisdictional areas in order to protect the general public from illegal drug activity and create a safer and more secure environment for businesses and the general public in the State of Nebraska.

III. Objective

- A. To facilitate and maintain communications with participating agencies to maximize the effective use of the Task Force intelligence and resources.
- B. To share intelligence and other resources.
- C. To conduct coordinated responses to mailings containing controlled substances and/or proceeds from the sales of controlled substances.
- D. To identify illegal drug traffickers utilizing the mail and to cause their successful prosecution.
- E. To substantially reduce the illegal drug mailings committed in the State of Nebraska.

IV. Authorities

USPIS participation in this MOU is authorized under 18 U.S.C. § 3061, 39 U.S.C. § 401, 404 and 411.

V. Participants

The following Federal and local law enforcement agencies are participants in this initiative:

- A. United States Postal Inspection Service
- B. Bellevue Police Department

Any State or local employees assigned to the Nebraska USPIS Task Force in accordance with this Agreement are not considered Federal employees, are not employed by the United States Postal Service (USPS) or the USPIS. They do not take on the status or benefits of Federal employment, USPS employment, or USPIS employment by virtue of this assignment.

VI. Personnel Commitment

Each participating agency intends to provide experienced law enforcement personnel on a full-time basis to the Nebraska USPIS Task Force for participation on designated investigations. The participating agency will certify the personnel assigned to the Nebraska USPIS Task Force are not the subject of any current or pending disciplinary actions, or completed disciplinary actions which would in any way compromise the mission of the initiative. Additions or deletions of personnel will be at the discretion of the authorizing supervisors of the respective participants. The participating agencies agree to furnish the following complement of personnel dedicated to the Task Force:

- A. USPIS – up to 5 Postal Inspectors/Task Force Officers
- B. Bellevue Police Department – up to 1 Detective /Task Force Officers

The Bellevue Police Department agrees to furnish vehicles for their assigned personnel and provide them immediate access to such vehicles to travel from their residences in order to be able to respond to joint initiative-related emergency call-outs, to begin and end tours of duty in order to maximize investigative time, and to otherwise conduct investigations of common interest.

Addendum A outlines vehicle reimbursement.

The following departments assigned to Nebraska USPIS Task Force may request overtime as outlined in this MOU:

- A. Bellevue Police Department (1 Detective/Task Force Officer)

Members of the Task Force will be responsible for the investigation of the use of the mail to engage in the trafficking of controlled substances, firearms and money laundering violations. Continued assignment of specific personnel to the Task Force will be based on performance and will be at the discretion of their respective agency heads.

VII. Principles

The following principles will help guide relationships among all law enforcement participants in this initiative regarding policy, planning, training, supervision and public relations. All agencies

participating in the initiative agree these principles will serve as a basis to mediate any disputes that arise during its operation.

VIII. Recognition of Authority

The Bellevue Police Department recognizes the U.S. Postal Inspection Service is the principal Federal Law Enforcement Agency responsible for the investigation and enforcement of Federal laws regarding the U.S. Mail, use of the mails, and property in the custody of the U.S. Postal Service, as well as other Postal offenses.

The Bellevue Police Department understands U.S. Mail under the custody or control of USPS is sealed against inspection and cannot be opened except under the authority of a Federal Search Warrant issued pursuant to Rule 41 of the Federal Rules of Criminal Procedure, or by consent from the sender and/or addressee of the mail piece. The Bellevue Police Department may not, in any manner, detain or otherwise interfere with U.S. Mail, or record information from mail matter unless specifically authorized to do so by a U.S. Postal Inspector.

IX. Administration

Because this Memorandum of Understanding outlines a cooperative endeavor on the part of all the participants, the policy, program involvement, and direction of this initiative should be joint responsibilities of the enforcement supervisors of the participants. Therefore, the cases will be jointly investigated and no particular participating agency will prevail over another or will act unilaterally. The participants (or designated representatives) will meet regularly as agreed upon to discuss investigations related to the above-mentioned offenses.

X. Jurisdiction

The determination as to whether a case will be prosecuted federally or by the appropriate county or state authority will be based upon which level of prosecution will best serve the interest of justice consistent with the overall mission objectives of the initiative.

XI. Supervision

In order to affect efficient field operations, operational supervision of the personnel assigned to the Nebraska USPIS Task Force, while working on initiatives or investigations directly related to the Nebraska USPIS Task Force, will be the responsibility of a designated field supervisory officer. For the Nebraska USPIS Task Force the field supervisory officer is the U.S. Postal Inspector/Team Leader (Task Force Supervisor) in charge of the USPIS Omaha domicile. On matters not related to the Nebraska USPIS Task Force, assigned personnel will continue to be subject to the established lines of supervision of their respective agencies.

In the event of a conflict with respect to supervisory authority, no action will be taken by the involved personnel until the conflict is resolved at the agency head level. Each member of the Nebraska USPIS Task Force is subject to the personnel rules, regulations, laws and policies applicable to their respective agency. Each Nebraska USPIS Task Force member will continue

to report to his or her respective agency supervisor for non-investigative matters not detailed in this MOU.

Dismissal from the Nebraska USPIS Task Force will occur solely upon consultation and subsequent approval by agency management of the respective agency heads.

XII. Operation

The TFS, in consultation with a case specific Assistant United States Attorney (AUSA), or the state and/or local prosecutor, will be primarily responsible for directing and monitoring investigations related to the Nebraska USPIS Task Force. In cases which have been designated for federal prosecution, all investigative procedures shall conform to the current USPIS and Department of Justice regulations and guidelines on criminal investigations and undercover operations.

XIII. INFORMATION SHARING

- A. No information possessed by the USPIS, to include information derived from informal communications between Nebraska USPIS Task Force personnel and USPIS employees not assigned to the Nebraska USPIS Task Force, may be disseminated by Nebraska USPIS Task Force personnel to non- Nebraska USPIS Task Force personnel without prior USPIS authorization and in accordance with the applicable laws and internal regulations, procedures or agreements between the Nebraska USPIS Task Force and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, Nebraska USPIS Task Force personnel will not provide any participating agency information to the USPIS that is not otherwise available to it unless authorized by appropriate participating agency officials. This prohibition shall not be interpreted to limit or prevent discussion between the Nebraska USPIS Task Force member and his/her Bellevue Police Department supervisors.
- B. Each Party that discloses Personal Identifiable Information (PII) is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
- C. The USPIS is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the USPIS so that corrective action can be taken. Similarly, if the USPIS becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.
- D. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.

- E. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).

XIV. Administrative Support

Routine administrative support will be provided by the USPIS.

Task Force Officers (TFO) will be provided access badges and necessary keys. USPIS will provide a cellphone and computer for the TFOs. USPIS will provide access to office space and equipment as required.

XV. Access to USPS/USPIS Facilities

At the direction of a Postal Inspector, TFOs may retrieve parcels from areas where mail is accepted or processed when the parcels are related to ongoing investigations.

TFOs must be accompanied by a Postal Inspector while conducting interdictions at USPS facilities.

XVI. Financial Responsibility

Each participating agency will be responsible for the pay and benefits of their employees participating on the Task Force.

XVII. Overtime Payments

The Bellevue Police Department may request reimbursement of overtime salary expenses in connection with work performed on behalf of, and in furtherance of investigations performed by their investigators assigned to this initiative. Bellevue Police Department officers are required to provide the Task Force Supervisor documentation of approved investigative activity for certification, including the applicable case numbers.

At the sole discretion of the USPIS and as funding allocations permit, the USPIS will reimburse the participating agencies for overtime salary expenses directly related to work on the Nebraska USPIS Task Force performed by its officer(s) assigned to Nebraska USPIS Task Force. Participating agency officers shall be required to provide the Task Force Supervisor (TFS) with their overtime hours, along with referencing case numbers and documentation of investigative activity for certification by the TL prior to submitting their overtime for invoice preparation. It is requested that the participating agency provide a separate breakdown, by officer, of the date(s) and the number of hours they worked overtime along with the referencing case numbers, in addition to the overtime invoice. Overtime invoices should be submitted at least monthly to the USPIS OMAHA DOMICILE (DENVER DIVISION), to the attention of the TFS.

The maximum reimbursement allowable for overtime worked on behalf of the joint operation is \$19,840 per year, per Task Force officer.

Procedures for submitting requests for reimbursement are outlined in Attachment A.

XVIII. Program Audit

- A. This Agreement and its provisions are subject to audit by the USPIS, USPS Office of Inspector General, and other designated government auditors. The participating agency agrees to permit such audits and agrees to maintain all records relating to these transactions for a period of not less than three years, and in the event of an ongoing audit, until the audit is completed.
- B. These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts of expenditures related to this agreement, as well as interviews of any and all personnel involved in these transactions.

XIX. Forfeitures

Forfeiture actions will be processed by the USPIS. All seizures will be equitably shared consistent with DOJ and USPIS equitable sharing guidelines. The parties agree that at the discretion of the U.S. Postal Inspector's appointed designee, assets seized during Nebraska USPIS Task Force investigations will be forfeited under State of Nebraska or Federal law, depending on the circumstances of the case and applicable laws. It is understood however that final decisions with respect to Equitable Sharing for assets forfeited administratively, are made at Inspection Service National Headquarters. Final decisions with respect to assets forfeited through Federal civil or criminal actions are made by the U.S. Department of Justice.

XX. Evidence

Evidence collected pursuant to Nebraska USPIS Task Force investigations will normally be held by the agency responsible for presenting the case for prosecution unless other arrangements are made. Evidence collected in Nebraska USPIS Task Force investigations which require forensic analysis will be submitted to USPIS Forensic Laboratory Services unless the situation dictates otherwise.

XXI. Media Relations and Press Releases

Media relations and press releases will be coordinated between the participating Nebraska USPIS Task Force agencies and controlled by the designated Nebraska USPIS Task Force supervisory officer and the office of prosecution. Nebraska USPIS Task Force participants agree that information will only be disseminated to the media in accordance with the terms of this MOU.

XXII. Disclosure of Grand Jury Proceedings

All personnel assigned to the Nebraska USPIS Task Force shall strictly adhere to the requirements of Rule 6(e) of the Federal Rules of Criminal Procedure regarding grand jury secrecy.

XXIII. Compliance with Civil Rights Act of 1964

All personnel assigned to this initiative will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by and pursuant to the regulations of the Department of Justice (28 CFR Part 42, Subparts C and D) issued pursuant to Title VI, relating to discrimination on the grounds of race, color, creed, sex, age, or national origin, and equal employment opportunities.

XXIV. Liability

Each Party (the “Indemnifying Party”) shall indemnify, defend, and hold harmless the other Party, its trustees, officers, employees, agents, and representatives (collectively, the “Indemnitees”) from and against any and all third party claim or action (each a “Claim”) and any and all losses, liability, cost, and expenses, including attorney’s fees and costs, awards, judgments, damages, fines, penalties, claims, and causes of action (collectively, “Losses”) arising out of or related to the acts or intentional omissions or misconduct of the Indemnifying Party or any of its officers, directors, employees, agents, representatives, contractors, successors, assigns, or anyone acting on any of their behalf in connection with, arising from, or related to the performance of the Indemnifying Party’s obligations under this Agreement, including Claims for (i) personal injury, including death, and damage to property; or (ii) the breach by the Indemnifying Party of any term, representation, warranty, or covenant under this Agreement; provided, however, that the foregoing indemnity shall not apply to the extent any Losses are attributable to the grossly negligent acts or intentional omissions or willful misconduct of the Parties.

Any third party claims, cause of action and liabilities asserted will be handled in accordance with the Federal Tort Claims Act (FTCA), 28 U.S.C. 1346(b), 2671-2680, Nebraska Political Subdivisions Tort Claims Act or other applicable provisions of law.

XXV. Duration

The Nebraska USPIS Task Force will be initiated on or about October 26, 2023. This memorandum is in effect upon signing by authorized representatives of participating agencies and USPIS and shall continue in full force and effect until terminated or canceled by the parties.

This memorandum may be terminated or canceled by either party at any time on written notice provided thirty (30) days in advance of the effective date of termination. Any modification or amendment to this agreement shall become effective when reduced to writing and signed by the authorized officials of the respective agencies.

XXVII. Authorization

This Memorandum of Understanding is hereby accepted as setting forth the general intentions and understanding of the undersigned.

Rusty Hike
Mayor
City of Bellevue

Date: _____

Bryan Musgrove
Inspector In Charge – Denver Division
U.S. Postal Inspection Service

Date: _____

ATTACHMENT A

Cost Reimbursement Agreement

It is hereby agreed between the United States Postal Inspection Service ("USPIS") and the Bellevue Police Department, 1510 Wall Street, Bellevue, NE 68005 Federal Taxpayer Identification Number 476006099 that:

Subject to the availability of funds, the Inspection Service will reimburse the Bellevue Police Department for overtime payments for the law enforcement officer(s) assigned to a joint initiative with the Postal Inspection Service – Denver Division as set forth below for expenses necessary for detection, investigation, and prosecution of crimes against the United States.

Overtime reimbursements for the Bellevue Police Department Officers assigned to the initiative will be authorized and issued on an as needed basis and will be calculated at the usual rate for which the individual Officer's time would be compensated. The overtime reimbursement allocation for Bellevue Police Department officers assigned to the initiative will not exceed \$19,840 for each officer per Fiscal Year (October through September).

Overtime and vehicle reimbursement will be made directly to the Bellevue Police Department by the Inspection Service. All overtime and vehicle reimbursement payments are made by electronic fund transfer ("EFT"). An ACH vendor/miscellaneous payment enrollment form must be on file with the Inspection Service's Denver Division Headquarters to facilitate payments.

The Bellevue Police Department agrees to the vehicle reimbursement as set forth in the Vehicle Use Addendum.

The Bellevue Police Department agrees to provide monthly overtime invoices to include a breakdown per individual Officer of the date(s) and the number of overtime hours worked along with the associated case numbers. Overtime invoices requesting reimbursement for any given month should be submitted to the USPIS at the address below by the 10th calendar day of the following month for which reimbursement is requested:

U.S. Postal Inspection Service
ATTN MISA
1745 Stout Street, Suite 900
Denver, CO 80299-3034

At the commencement of each USPIS fiscal year, prior to the submission of any overtime reimbursement requests, the Bellevue Police Department will provide the salary and hourly overtime rate for each Officer assigned to the joint initiative. At the commencement of each USPIS fiscal year, the Bellevue Police Department will re-execute the Vehicle Use Agreement.

Requests for reimbursement will include the name, rank, identification number, overtime compensation rate, number of reimbursable hours claimed and the dates of those hours for each Officer for whom reimbursement is sought. Each reimbursement request must be accompanied by a certification signed by an appropriate supervisor of the Bellevue Police Department that the request has been personally reviewed, the information is accurate, and the personnel for whom reimbursement is claimed were assigned to the joint initiative.

Each request for reimbursement will include: an invoice number, invoice date, TIN, and correct banking information, to complete the electronic funds transfer. The necessary banking information is the depositor's account title, bank account number, routing number, and type of account (checking, savings, or lockbox). If the banking information changes, the Bellevue Police Department must submit a new ACH vendor/miscellaneous payment enrollment form to the USPIS.

_____ Date: _____
Rusty Hike
Mayor
City of Bellevue

_____ Date: _____
Bryan Musgrove
Inspector In Charge – Denver Division
U.S. Postal Inspection Service

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: November 21, 2023		SUBMITTED BY: Kurt M. Strachota	
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 Operative IQ license and customer rebate agreements.

SYNOPSIS/BACKGROUND:

Bound Tree Medical is a main supplier of medical supplies and equipment for the Fire Department. To assist the Fire Department in maintaining inventory of its assets and supplies, Bound Tree will rebate the cost of the Operative IQ software based upon the business level conducted with them. We have added additional vehicles to the inventory program which necessitated the amendment of the aforementioned agreements dated 1/21/2020. This rebate program with Bound Tree will save \$36,756.00 in software fees over the 3 year agreement period.

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:

Sign agreements to renew.

ATTACHMENTS:

- | | | |
|------------------------------------------------------------------|-----------------------------------------------------------|-------------------------|
| 1. <input type="text" value="Operative IQ Licensing Agreement"/> | 2. <input type="text" value="Customer Rebate Agreement"/> | 3. <input type="text"/> |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

Shirley Bortillon

[Signature]

[Signature]



Operative IQ Licensing Agreement

Customer

Name: Bellevue Fire

Address: 211 W 22nd Ave
Bellevue, NE 68005

Company

Bound Tree Medical, LLC

5000 Tuttle Crossing Blvd.

Dublin, OH 43016

This Licensing Agreement (the "Agreement") is hereby entered this day of , 2023 (the "Effective Date") by and between Company and Customer (referred to herein as the "Parties" or "Party").

1. **Scope.** The terms and conditions below represent the terms and conditions under which Company will grant a license to Customer for the Operative IQ Mobile Inventory Management System for Emergency Medical Services (the "Software").
2. **Term.** The term of this Agreement shall become effective as of the Effective Date and shall remain in full force and effective for 3 year(s) after the Effective Date unless otherwise terminated in accordance with the provisions set forth herein.
3. **Grant of Non-Exclusive License.** Subject to the terms and conditions of this Agreement, Company hereby grants to Customer a non-exclusive irrevocable license to the Software during the Term (the "License").
4. **Licensing Fee.** The fee for each License shall be as specified on Exhibit A, per Contract Year, payable as of the respective Contract Year. For this purpose a "Contract Year" is the twelve (12) consecutive month period beginning on the Effective Date, and each succeeding Twelve (12) month consecutive 12 month period during the Term. If this Agreement ends prior to the end of a Contract Year, the annual License fee will be pro-rated to reflect the number of months in the final Contract Year. The number of Licenses issued under this Agreement is as specified in Exhibit A.
5. **Software Accessories.** Customer may purchase Software Accessories needed to operate the software at the prices specified on Exhibit A and shall be payable at the time of purchase.
6. **Set Up and Training.** Set up of the Software shall be performed by the software developer at the price specified on Exhibit A.
7. **Warranties.** The Software and Software Accessories carry only those warranties made for them by their manufacturers. The duration of the warranty shall extend for the length of time set by the manufacturer. THERE ARE NO OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
8. **Limitation of Liability.** COMPANY SHALL NOT BE LIABLE FOR PUNITIVE, SPECIAL, PROXIMATE, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY DAMAGES OR NONCONFORMITY OF THE

SOFTWARE AND SOFTWARE ACCESSORIES.

9. **Force Majeure.** In the event that either Party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than payment of amounts due hereunder) due to any Act of God, fire, casualty, flood, war, strike, lockout, epidemic, destruction of facilities, riot, insurrection, or any other cause beyond the reasonable control of the Party invoking this Section, such party's performance shall be excused and the time for the performance shall be extended for the period of the delay or inability to perform due to such occurrences.
10. **Confidentiality.** Neither Party may disclose the terms and conditions of this Agreement to a third party without the prior written consent of the other, except as required by law or as necessary to perform its obligations under this Agreement. Notwithstanding the foregoing, Company may use certain Customer information as input data in a database where Customer's identity shall be kept anonymous. Neither party will make any press release nor other public announcement regarding this Agreement without the other party's prior written consent except as required under applicable law or by any governmental agency.
11. **Termination.** Each Party reserves the right to terminate the Agreement if: (a) the other Party ceases to function as a going concern in the normal course of business; (b) the other Party commits or suffers any act of bankruptcy or insolvency; (c) upon notice of termination after notice of a material breach has been given and such breach is not cured within thirty (30) days following the notice of breach. Company may terminate this agreement at any time upon written notice to the Customer.
12. **Relationship of Parties.** Each Party is an independent contractor of the other. Neither Party shall be the legal agent of the other for any purpose whatsoever and therefore has no right or authority to make or underwrite any promise, warranty, or representation, to execute any Agreement, or otherwise to assume any obligation or responsibility in the name of or on behalf of the other party, except to the extent specifically authorized in writing by the other Party.
13. **Assignment.** This Agreement and the rights and obligations hereunder shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided that no Assignment, sale or other assignment of this Agreement can occur unless either (a) the transfer occurs by way of merger, reorganization, consolidation, amalgamation, or as part



Operative IQ Licensing Agreement

of a transfer of all or substantially all of the assigning party's assets, or (b) then non-transferring Party consents to the transfer. In the event of such a transfer, the transferring Party agrees to secure consent from the transferee that it will assume and perform all obligations of the transferring Party under this Agreement. Supplier or Company shall give the other written notice of any anticipated assignment of the Agreement as soon as administratively practicable after such information may first be made public.

- 14. **Notices.** All notices or other communications that are required or permitted hereunder shall be in writing and delivered personally, sent by facsimile (and such facsimile must be promptly confirmed by personal delivery, registered or certified mail or overnight courier as provided herein), sent by nationally-recognized overnight courier or sent by registered or certified mail, postage prepaid, return receipt requested, to the addresses first specified hereinabove, or to such other address as the Party to whom notice is to be given may have furnished to the other Party in writing in accordance herewith, to the attention of the Chief Executive Officer. In addition, a copy of any notice to Company must be sent to General Counsel, Bound Tree Medical, LLC, 5000 Tuttle Crossing Blvd., Dublin, OH 43016 (such copy shall not constitute legal notice).
- 15. **Headings.** The headings of this Agreement are for convenience only and shall not affect the meaning of the terms of this Agreement.
- 16. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this

Agreement must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the state or federal courts in Columbus, Ohio.

- 17. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of either Party under this Agreement will not be materially and adversely affected thereby such provision shall be fully severable and the remaining provisions of this Agreement shall remain in full force and effect to the fullest extent permitted by applicable law, each Party hereby waives any provision of law that would render any provision prohibited or unenforceable in any respect.
- 18. **Waiver of Jury Trial.** CUSTOMER AGREES TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF THE DISPUTE OR CLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN ANY OF THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THIS AGREEMENT.
- 19. **Miscellaneous.** Both Parties shall comply with all laws, rules, and regulations applicable to this Agreement. All purchases under this Agreement are for Customer's "own use" as such term is defined in judicial or legislative interpretation. This Agreement is the entire agreement between the parties with regard to the subject matter of this Agreement. No amendment of the terms of this Agreement will be binding on either party unless reduced to writing and signed by an authorized employee of the party to be bound.
- 20. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Company Agreement as of this _____ day of _____, 2023

Customer

Bound Tree Medical, LLC

By: _____

By: _____

Name: _____

Name: Adrienne Morris

Title: _____

Title: _____

*To the extent any item is provided at no charge, it is deemed to be provided at a discount on the full price of such item. These discounts are governed by the terms of a separate rebate agreement between the Parties. The parties acknowledge that the rebate provided under the terms of this Agreement constitutes a "discounts or other reductions in price" under section 1128 B(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(b)(3)(A). Accordingly, Customer shall disclose the discount to any state or federal program that provides cost or charge-based reimbursement to the extent required by law.



Exhibit A*

Customer Name: Bellevue Fire Dept
BTM Customer Number: 106474
BTM Account Manager: Brooke Hunt
Number of Inventory Management Licenses: 28
Rebate Period: 3 Years

Bound Tree Pricing Summary	Year 1	Year 2	Year 3	TOTAL
Inventory & Asset Management Licenses	\$10,752	\$10,752	\$10,752	\$32,256
Service Desk License (Enterprise 5)	\$1,500	\$1,500	\$1,500	\$4,500
Total Fees Before Rebate	\$12,252	\$12,252	\$12,252	\$36,756

*To the extent any item is provided at no charge, it is deemed to be provided at a discount on the full price of such item. These discounts are governed by the terms of a separate rebate agreement between the Parties. The parties acknowledge that the rebate provided under the terms of this Agreement constitutes a "discounts or other reductions in price" under section 1128 B(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(b)(3)(A). Accordingly, Customer shall disclose the discount to any state or federal program that provides cost or charge-based reimbursement to the extent required by law.



Customer Rebate Agreement

Customer

Name: Bellevue Fire

Address: 211 W 22nd Ave
Bellevue, NE 68005

Company

Bound Tree Medical, LLC

5000 Tuttle Crossing Blvd.

Dublin, OH 43016

This Rebate Agreement (the "Agreement") is hereby entered this _____ day of _____, 2023 (the "Effective Date") by and between Customer and Company (referred to herein as the "Parties" or "Party").

- 1. Scope.** The terms and conditions below represent the terms and conditions under which Company will pay a rebate to Customer. The terms and conditions of any supply or similar contract executed, between the Parties shall apply to and govern this Agreement, to the extent the terms of that agreement do not conflict with the terms set forth herein. This Agreement shall include Exhibit A hereto, which is incorporated herein by reference.
- 2. Eligibility for Rebate.** If the volume of products purchased by Customer from Company during the period of time set forth in Exhibit A (the "Rebate Period") satisfies or exceeds the minimum purchase targets specified in Exhibit A, Customer shall be eligible for a rebate in the amount specified in Exhibit A.
- 3. Payment of Rebate.** The rebate is payable (as soon as practicable after the close of the Rebate Period) by credit memo upon calculation and approval of the rebate by Company.
- 4. Compliance with Safe Harbor Requirements.** The Parties acknowledge that the rebate provided under the terms of this Agreement constitutes a "discounts or other reductions in price" under section 1128 B(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(b)(3)(A). Accordingly, Customer shall disclose the discount to any state or federal program that provides cost or charge-based reimbursement to the extent required by law.
- 5. Term.** This Agreement shall commence on the Effective Date and continue for a period of three years unless otherwise terminated in accordance with the provisions set forth herein.
- 6. Confidentiality.** Neither Party may disclose the terms and conditions of this Agreement to a third Party without the prior written consent of the other, except as required by law or as necessary to perform its obligations under this Agreement. Notwithstanding the foregoing, Company may use certain Customer information as input data in a database where Customer's identity shall be kept anonymous.
- 7. Warranties.** THERE ARE NO OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR

PURPOSE REGARDING PRODUCTS PURCHASED FROM COMPANY AND/OR THE REBATE.

- 8. Limitation of Liability.** COMPANY SHALL NOT BE LIABLE FOR PUNITIVE, SPECIAL, PROXIMATE, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES.
- 9. Force Majeure.** In the event that either Party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than payment of amounts due hereunder) due to any Act of God, fire, casualty, flood, war, strike, lockout, epidemic, destruction of facilities, riot, insurrection, or any other cause beyond the reasonable control of the Party invoking this Section, such party's performance shall be excused and the time for the performance shall be extended for the period of the delay or inability to perform due to such occurrences.
- 10. Termination.** Each Party reserves the right to terminate the Agreement if: (a) the other Party ceases to function as a going concern in the normal course of business; (b) the other Party commits or suffers any act of bankruptcy or insolvency; (c) upon notice of termination after notice of a material breach has been given and such breach is not cured within thirty (30) days following the notice of breach. Company may terminate this agreement at any time upon written notice to the Customer.
- 11. Assignment.** This Agreement and the rights and obligations hereunder shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided that no Assignment, sale or other assignment of this Agreement can occur unless either (a) the transfer occurs by way of merger, reorganization, consolidation, amalgamation, or as part of a transfer of all or substantially all of the assigning party's assets, or (b) then non-transferring Party consents to the transfer. In the event of such a transfer, the transferring Party agrees to secure consent from the transferee that it will assume and perform all obligations of the transferring Party under this Agreement. Supplier or Company shall give the other written notice of any anticipated assignment of the Agreement as soon as administratively practicable after such information may first be made public.
- 12. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of



Customer Rebate Agreement

another jurisdiction. Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the state or federal courts in Columbus, Ohio.

13. Waiver of Jury Trial. CUSTOMER AGREES TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF THE DISPUTE OR CLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN ANY OF THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THIS AGREEMENT.

14. Miscellaneous. Both Parties shall comply with all laws, rules, and regulations applicable to this Agreement. All purchases under this Agreement are for Customer's "own use" as such term is defined in judicial or legislative interpretation. This Agreement is the entire agreement between the parties with regard to the subject matter of this Agreement. No amendment of the terms of this Agreement will be binding on either party unless reduced to writing and signed by an authorized employee of the party to be bound.

15. Counterparts. Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Company Agreement as of this _____ day of _____, 2023

Customer

Bound Tree Medical, LLC

By: _____

By: _____

Name: _____

Name: **Adrienne Morris**

Title: _____

Title: _____

**Exhibit A***

Customer Name: Bellevue Fire Dept
BTM Customer Number: 106474
BTM Account Manager: Brooke Hunt
Number of Inventory Management Licenses: 28
Rebate Period: 3 Years

Bound Tree Pricing Summary	Year 1	Year 2	Year 3	TOTAL
Inventory & Asset Management Licenses	\$10,752	\$10,752	\$10,752	\$32,256
Service Desk License (Enterprise 5)	\$1,500	\$1,500	\$1,500	\$4,500
Total Fees Before Rebate	\$12,252	\$12,252	\$12,252	\$36,756

Bound Tree Discount Pricing Summary	Year 1	Year 2	Year 3	TOTAL
Rebate Percentage for Licenses	100%	100%	100%	
Inventory & Asset Management Licenses	\$0	\$0	\$0	\$0
Service Desk License (Enterprise 5)	\$0	\$0	\$0	\$0
Total Fees After Rebate	\$0	\$0	\$0	\$0

Rebate Calculation	Year 1	Year 2	Year 3	TOTAL SAVINGS
Rebate Percentage	100%	100%	100%	
Minimum Purchase Commitment for Rebate	\$100,000	\$105,000	\$110,200	
Rebate Amount	\$12,252	\$12,252	\$12,252	\$36,756

*To the extent any item is provided at no charge, it is deemed to be provided at a discount on the full price of such item. These discounts are governed by the terms of a separate rebate agreement between the Parties. The parties acknowledge that the rebate provided under the terms of this Agreement constitutes a "discounts or other reductions in price" under section 1128 B(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(b)(3)(A). Accordingly, Customer shall disclose the discount to any state or federal program that provides cost or charge-based reimbursement to the extent required by law.